



Board of Regents Meeting

Varner Hall, Boardroom

3835 Holdrege St., Lincoln, NE 68583

Friday, December 5, 2025

9:00 am

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AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, Nebraska 68583-0745
Friday, December 5, 2025
9:00 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON November 21, 2025
- IV. PRESENTATIONS
- V. KUDOS
 - Travis Reynolds, University of Nebraska at Kearney*
 - Sarah Frankel-Russell, University of Nebraska-Lincoln*
 - Krista Patterson, University of Nebraska Medical Center*
 - Taricka Burton, University of Nebraska at Omaha*
 - Alex Boryca, University of Nebraska System*
- VI. RESOLUTIONS
 - Recognition for General Anthony J. Cotton*
- 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.
- X. UNIVERSITY CONSENT AGENDA
 - A. ACADEMIC AFFAIRS
 - 1. President’s Personnel Recommendations, Addendum X-A-1
- XI. UNIVERSITY ADMINISTRATIVE AGENDA
 - A. ACADEMIC AFFAIRS
 - University of Nebraska-Lincoln
 - 1. Approve the elimination of the Department of Earth and Atmospheric Sciences and the associated academic programs in the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL), Addendum XI-A-1
 - 2. Approve the elimination of the Department of Educational Administration and the associated Academic Programs in the College of Education and Human Sciences at the University of Nebraska-Lincoln (UNL), Addendum XI-A-2

3. Approve the elimination of the Department of Statistics and the associated academic programs in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln (UNL), Addendum XI-A-3
4. Approve the elimination of the Department of Textiles, Merchandising and Fashion Design and the associated academic programs in the College of Education and Human Sciences at the University of Nebraska-Lincoln (UNL), Addendum XI-A-4
5. Approve combining the Department of Entomology and the Department of Plant Pathology, creating a new multidisciplinary academic School in the Institute of Agriculture and Natural Resources at the University of Nebraska-Lincoln (UNL), Addendum XI-A-5
6. Approve combining the Department of Agricultural Leadership, Education, and Communication, and the Department of Agricultural Economics, creating a new multidisciplinary academic School in the Institute of Agriculture and Natural Resources at the University of Nebraska-Lincoln (UNL), Addendum XI-A-6

B. BUSINESS AND FINANCE

University of Nebraska

1. Approve the 3-Year Housing Rates for NCTA, Addendum XI-B-1
2. Approve the 3-Year Housing Rates for UNK, Addendum XI-B-2
3. Approve the 3-Year Housing Rates for UNL, Addendum XI-B-3
4. Approve the 3-Year Housing Rates for UNO, Addendum XI-B-4
5. Approve the contract between Husker Athletics and Anthony Travel, LLC, Addendum XI-B-5
6. Approve and authorize the execution of an amendment to the Husker Athletics multimedia rights agreement with Playfly, Addendum XI-B-6
7. Approve the disposition of personal property pursuant to RP-6.2.2 by the resale of a fractional share interest in a Cessna Citation Ultra aircraft to Silverhawk Aviation, Inc., and approval of an agreement with Silverhawk Aviation, Inc. to re-purchase this fractional share interest previously purchased by University of Nebraska-Lincoln ("UNL") Athletics from Silverhawk, Addendum XI-B-7

University of Nebraska-Lincoln

8. Approve the intermediate design information for the Lied Center for Performing Arts Renovation and Addition at the University of Nebraska-Lincoln; approve total project cost increase and execution of a standard form Guaranteed Maximum Price Contract; Approve use of University personnel in construction, Addendum XI-B-8
9. Approve Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nebraska Innovation Campus, Addendum XI-B-9

University of Nebraska at Omaha

10. Approve the Program Statement for Omaha Athletics Training Facility at the University of Nebraska at Omaha (UNO), Addendum XI-B-10
11. Approve the Program Statement for Omaha Athletics Baseball and Softball Clubhouse at the University of Nebraska at Omaha (UNO), Addendum XI-B-11

C. EXECUTIVE

1. Approve updates to Regents' Policies Chapters 1-3, Addendum XI-C-1
2. Approve Amendments to Section 1.3 of the Bylaws of the Board of Regents of the University of Nebraska and Section 1.2 of the Standing Rules of the Board of Regents, Addendum XI-C-2

D. FOR INFORMATION ONLY

1. Amendments to Section 1.3 of the Bylaws of the Board of Regents of the University of Nebraska and Section 1.2 of the Standing Rules of the Board of Regents and addition of Section 1.2.1 of the Standing Rules of the Board of Regents, Addendum XI-D-1
2. Amendments to Section 1.3.2 of the Standing Rules of the Board of Regents, Addendum XI-D-2

E. REPORTS

1. Report of Bids and Contracts, Addendum XI-E-1
2. Report on the Othmer-Topp Endowment Fund, second priority uses, for the fiscal year ended June 30, 2025, for the University of Nebraska-Lincoln, Addendum XI-E-2
3. Report on the Review of UNMC Thermal Energy Storage (TES) & North Utility Plant (NUP) Project, Addendum XI-E-3
4. Report on review of Intermediate design information (IDR-1) for the first Stage of the Big Red Rebuild project, Addendum XI-E-4
5. Quarterly Capital Construction Report, Addendum XI-E-5

XII. CLOSED SESSION

XIII. ADDITIONAL BUSINESS



RESOLUTION

WHEREAS, General Anthony James Cotton is the 12th Commander, United States Strategic Command, Offutt Air Force Base, Nebraska. He is responsible for one of 11 Unified Commands under the Department of War.; and

WHEREAS, He most recently served as the commander of the Air Force Global Strike Command from 27 August 2021 to 7 December 2022, having served as the deputy commander from 2019 to 2021; and

WHEREAS, during his tenure as Commander of US Strategic Command, General Cotton has developed a close partnership with the University of Nebraska by collaborating through the National Strategic Research Institute, a Department of Defense – designated University Affiliated Research Center which works on national security challenges; and

WHEREAS, during his tenure, General Cotton has not only served the United States admirably, but has also served the people of Nebraska and the University of Nebraska, and is truly a “Nebraskan by Choice”;

NOW, THEREFORE BE IT RESOLVED, that the Board of Regents recognizes General Anthony James Cotton for his service to the United States, his service to the state of Nebraska, and his long-standing partnership with the University of Nebraska. We honor him today and thank him for his service over the years.

Jeffrey P. Gold, M.D., President
December 5, 2025



BOARD OF REGENTS AGENDA ITEM SUMMARY

December 5, 2025

AGENDA ITEM: Consent Agenda

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Jeff Gold, President

PURPOSE & KEY POINTS

Academic Affairs

1. President's Personnel Recommendations

Section 3.2 of the *Bylaws of the Board of Regents* provides that appointments to the positions of Vice Chancellor, Dean, and equivalent ranks, shall be made by the President, subject to approval by the Board. Approval of the following appointment is recommended.

- Scott Benson, Vice Chancellor (Special), Business & Finance, UNK, effective 12/1/2025 (\$215,000, FY, 1.00 FTE).
- Patrick Dussault, Interim Dean for the College of Arts and Sciences (Special), UNL, effective 9/5/2025 (\$275,000 includes \$225,906 base salary and \$49,094 administrative stipend, FY, 1.0 FTE).
- Donald Klepser, Professor (Continuous), COP-Pharmacy Practice and Science; Dean (Special), and Joseph D. Williams Endowed Deanship Fund (Special), College of Pharmacy UNMC; effective 12/1/2025, (\$357,664 includes \$182,664 base salary and \$175,000 administrative stipend, FY, 1.00 FTE).
- Gurpreet Dhillon, Dean for the College of Business Administration, UNO, effective 1/1/2026 (\$320,000, FY, 1.00 FTE).

PRESIDENT'S RECOMMENDATION

The President recommends approval of the Consent Agenda.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs**December 5, 2025**

AGENDA ITEM: Proposal to eliminate the Department of Earth and Atmospheric Sciences and the associated academic programs in the College of Arts and Sciences at the University of Nebraska-Lincoln.

☐**Review**☒**Review + Action**☐**Action**☐**Discussion**☐*This is a report required by Regents' Policy.*

PRESENTERS: David S. Jackson, Interim Provost

PURPOSE & KEY POINTS

The proposed elimination includes the Department of Earth and Atmospheric Sciences (EAS), Bachelor of Science in Meteorology-Climatology, Bachelor of Science in Geology, Master of Science in Earth and Atmospheric Sciences, and Doctor of Philosophy in Earth and Atmospheric Sciences.

The proposal is part of the budget reduction plan and is designed to achieve a savings of \$1,850,000 through the elimination of 13 positions. There is related faculty expertise elsewhere in IANR, allowing some coursework and research expertise in these areas to be retained. As of the Fall 2025 census, a total of 116 majors were enrolled in the four programs proposed for elimination. Students will be assigned a transition coordinator to navigate completing their degrees.

The faculty governance processes set by UNL and the NU Graduate College have been completed. The UNL Academic Planning Committee recommended against eliminating this program.

The Executive Graduate Council voted on October 28, 2025 to recommend the MS and PhD programs in Earth and Atmospheric Sciences be retained.

BACKGROUND INFORMATION

Section 1.6 of the *Bylaws of the Board of Regents* provides that, "Approval of the Board shall be required for...(c)...or the consolidation or elimination of any administrative unit, academic unit, department or school or division or administrative business unit upon recommendation of the CEO/President."

Section 2.9 of the *Bylaws of the Board of Regents* provides that, “No curriculum leading to a degree or certificate shall be...discontinued without the approval of the Board.”

RECOMMENDATION

The President recommends approval of the Chancellor’s proposed eliminations.

University of Nebraska

Deletion of Academic Unit

I. Descriptive Information

Name of Campus Proposing New Academic Unit
University of Nebraska-Lincoln
Name of Current Academic Unit
Department of Earth and Atmospheric Sciences
Administrative Unit(s) [e.g. college, division, etc.]
College of Arts and Sciences
Academic Program(s) Housed in the Academic Unit
See chart below

II. Details

A. Overview and Justification for the deletion of the Unit

The *2025 UNL Budget Reduction Summary* found in the appendices provides the general overview of the impetus of the budget reduction exercise and the resulting proposed eliminations of academic programs.

Earth and Atmospheric Sciences (EAS) is one of the lowest performing units by UNL metrics analyses for instruction and research. The department had negative scores on 8 out of 9 instruction metrics, and negative scores on 5 out of 7 research metrics. More information about the *Resource Metrics Justification* can be found in the appendices.

EAS has struggled to retain students and meet minimum enrollment standards in the College of Arts and Sciences for upper division courses. With 5.6 degrees awarded over a five-year period, the Meteorology-Climatology bachelor's program is below CCPE thresholds for degrees. PhD degrees awarded in EAS over a five-year period have also fallen below CCPE thresholds (1.8 degrees awarded over the last five years).

EAS is the only degree program of its kind in the state of Nebraska. However, faculty expertise in geology and meteorology exists within the Institute of Agriculture and Natural Resources (IANR). With this proposal, some faculty and coursework from EAS would be retained in other units, preserving both educational pathways and research expertise within the disciplinary area of earth and atmospheric sciences. Specifically, the two undergraduate minors in Geology and Meteorology would be retained.

Further, it is expected that due to the interrelatedness of the disciplinary area with other programs at UNL, approximately 85% of undergraduate student enrollment would be maintained in other majors at UNL, and 15% of graduate student enrollment would be maintained in closely related programs at UNL. Approximately 36% of new first-time freshmen earn degrees in the same program in which they started.

The full list of programs that are administratively housed in the Department of Earth and Atmospheric Sciences is provided. Italicized listings do not require approvals from the UNL Academic Planning Committee, the Board of Regents, or Nebraska's Coordinating Commission for Postsecondary Education. We have included them in this table for completeness. Shaded listings are programs that are proposed for realignment in a closely related area.

Program Name	GR/UG	Program Type	Plan Codes
Meteorology/Climatology BS	Undergraduate	Major/Degree	METR-BS METR-MAJ
Earth and Atmospheric Sciences MS <i>includes 8 specializations 1) Climatology; 2) Environmental Studies; 3) Geology; 4) Geoscience Education; 5) Great Plains Studies; 6) Hydrogeology; 7) Meteorology/Climatology; and 8) Water Resources Planning & Management</i>	Graduate	Major/Degree	GEOS-MS GEOS-GMAJ CLIM-SPC ENVS-SPC GEOL-SPC GRPS-SPC GSED-SPC HGEO-SPC METR-SPC WRPM-SPC
Earth and Atmospheric Sciences PhD <i>includes 7 specializations 1) Climatology; 2) Environmental Studies; 3) Geology; 4) Geoscience Education; 5) Great Plains Studies; 6) Hydrogeology; and 7) Meteorology/Climatology</i>	Graduate	Major/Degree	GEOS-PHD CLIM-SPC ENVS-SPC GEOL-SPC GRPS-SPC GSED-SPC HGEO-SPC METR-SPC
Geology BS	Undergraduate	Major/Degree	GEOL-BS GEOL-MAJ
<i>Earth and Atmospheric Sciences graduate minor</i>	<i>Graduate</i>	<i>Minor</i>	<i>GEOS-GMIN</i>
<i>Geology undergraduate minor</i>	<i>Undergraduate</i>	<i>Minor</i>	<i>GEOL-MIN</i>
<i>Meteorology undergraduate minor</i>	<i>Undergraduate</i>	<i>Minor</i>	<i>MTRL-MIN</i>

B. Plan for the Implementation of the Deletion of the Unit

1. Current Students

There are 124 currently enrolled students (116 majors) who will be affected by the deletion of the Department of Earth and Atmospheric Sciences (*as of Fall 2025 census*).

Undergraduate Students

There are currently 86 undergraduate students in the Bachelor of Science programs (Meteorology-Climatology BS and Geology BS), and 7 students in the undergraduate minors.

Graduate Students

There are currently 14 MS students and 17 PhD students in the Earth and Atmospheric Sciences graduate programs. There are no students in the graduate minor.

Program Name	Program Type	Current Students
Meteorology/Climatology BS	Major/Degree	53
Earth and Atmospheric Sciences MS	Major/Degree	14
Earth and Atmospheric Sciences PhD	Major/Degree	17
Geology BS	Major/Degree	33
<i>Earth and Atmospheric Sciences graduate minor</i>	<i>Minor</i>	<i>0</i>
<i>Geology undergraduate minor</i>	<i>Minor</i>	<i>5</i>
<i>Meteorology undergraduate minor</i>	<i>Minor</i>	<i>2</i>

(*as of Fall 2025 census*)

The university is wholly committed to student success and minimizing disruption to degree completion. Colleges will identify a Transition Coordinator to help support students as they work to successfully navigate completing their degree at UNL. Programs will continue to appear in the 2026-27 Undergraduate and Graduate Catalogs and will include information about completion pathways. Student completion pathways will be aligned with expectations of the Higher Learning Commission.

More information about the *Completion Pathways* can be found in the appendices.

New Students

All recruitment efforts would end upon BOR approval of the proposed program elimination, no new Applications for Admission would be accepted, and no students would be admitted or allowed to matriculate as of December 6, 2025.

As of October 1, there are 29 undergraduate students admitted for Spring 2026 or later. There are 3 new graduate students admitted for Spring 2026 or later.

Applicants and students yet to matriculate will be counseled about alternative majors and programs at UNL and offered a refund for application fees if the application is cancelled. As of October 1, there were 31 BS Meteorology-Climatology and 6 BS Geology applicants, and 5 MS and 4 PhD program applicants.

2. Current Faculty and Staff

There are 11 tenured faculty, 2 tenure-leading, 4 specialized faculty, and 4 other faculty and post-doctoral associates in the Department of Earth and Atmospheric Sciences. There are 2 staff in the department (*as of Fall 2025 HR census*).

Faculty and staff must be available to support student degree completion. The permanent budget reduction would be fully realized effective July 1, 2027. Alternative funding would be identified beyond FY27 if needed.

The student completion pathways will inform the teaching and research capacity needed to complete the closure of the programs. The main goal is to support all students impacted by the program closures and ensure their success with the least possible disruption to degree completion. Closure will accommodate reasonable student completion pathways, reflect student enrollment, and account for natural employee attrition. Faculty will receive a minimum of a 12-months' notice about their end of employment, unless in positions like lecturer in which the normal policies allow for appointments to expire at the end of the stated term without notice.

Some faculty may be retained in other units, preserving both educational pathways and research expertise within the disciplinary area of earth and atmospheric sciences.

Additional information about the faculty and staff in the Department of Earth and Atmospheric Sciences is provided in the table below, including current graduate assistants.

Category	Tenure Status	FTE
Chairperson	Tenured	0.60
Faculty - Tenure Line	Pre-tenure	2.00
Faculty - Tenure Line	Tenured	9.85
Faculty - Specialized	Not eligible	1.84

Faculty - Lecturer	Not eligible	0.50
Post Doctoral Associate	Not eligible	3.00
Staff - Managerial/Professional	Not eligible	1.00
Staff - Temporary Managerial/Professional	Not eligible	1.00
Graduate Assistant	Not eligible	11.27

(as of Fall 2025 HR census)

3. Impact on Curriculum and Subject Codes

Some coursework in Earth and Atmospheric Sciences may be retained in other related units. The subject prefix codes of GEOS within the Department of Earth and Atmospheric Sciences will be phased out and deleted. The subject prefix codes of GEOL and METR within the Department of Earth and Atmospheric Sciences would be administratively transferred to another unit.

C. Impact on Resources

1. Fiscal

The total permanent budget within the Department of Earth and Atmospheric Sciences is \$2,414,686. A total permanent budget reduction of \$1,850,000 will be achieved through the elimination of the Department of Earth and Atmospheric Sciences. The reductions consist of permanent budgets that support faculty, graduate assistants, staff and operations. The remaining balance of \$564,686 will be retained and strategically redeployed to support faculty aligned with teaching, research, and service needs that are preserved. Specifically, the remaining funding will be utilized to drive instructional SCH and research metrics in the disciplinary area, aligned with campus priorities.

2. Human

Permanent budget reductions will be achieved through the elimination of 12 faculty FTE, inclusive of one department chair position; one staff member; and part of the general operating budget, including graduate student assistantship funding.

Budget Category	FTE	Cost Savings
Faculty	11.4	\$1,432,952
Staff	1.0	\$ 75,981
Administrators	0.6	\$ 92,739
Graduate Assistants		\$ 189,254
General Operating		\$ 59,074
Total Expenses		\$1,850,000

3. Physical

Following campus policies, vacant space will be returned to the Office of the Chancellor for reassignment.

4. Budget Projections [Table 1, 2 and 3]

Table 1: Expenses

All permanent budget reductions assume a two-year phase out period for \$1.85M, with a 50% reduction in year two. The remaining balance of \$564,686 will be absorbed into other administrative units in 2027-28.

Table 2: Revenue Sources

Permanent General State Aided revenue sources are assumed to be on a two-year phase out period for \$1.85M, with a 50% reduction in year two. The remaining balance of \$564,686 will be absorbed into other units in 2027-28.

Table 3: Tuition and Fees

Future undergraduate enrollment assumes that 85% of the fall 2025 enrollment in Geology BS and Meteorology-Climatology BS will be maintained year over year in other closely related disciplines at UNL. Undergraduates complete an average of 30 credit hours a year. The base resident tuition rate of \$291/credit hour is used in the tables for the purposes of this exercise.

Future graduate enrollment assumes that only 15% of the fall 2025 enrollment in Earth and Atmospheric Sciences MS and Earth and Atmospheric Sciences PhD programs will be maintained year over year in other related disciplines at UNL. Graduate study is more specialized than at the undergraduate level, making it less likely to retain more of the graduate student enrollment from eliminated programs. Earth and Atmospheric graduate students complete 18 credit hours a year. The base resident tuition rate of \$383/credit hour is used in the tables for the purpose of this exercise.

TABLE 1: PROJECTED EXPENSES												
CAMPUS AND NAME OF PROGRAM, CENTER OR UNIT: University of Nebraska-Lincoln, Earth and Atmospheric Sciences												
	FY2025-26		FY2026-27		FY2027-28		FY2028-29		FY2029-30		Total Cost	
	Year 1		Year 2		Year 3		Year 4		Year 5			
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty ¹	15.39	\$2,090,377	9.39	\$1,327,532	3.39	\$564,686	3.39	\$564,686	3.39	\$564,686		\$5,111,967
Professional ²	1.00	\$75,981	0.50	\$37,991	-	\$0	-	\$0	-	\$0		\$113,972
Graduate assistants ³	-	\$189,254	-	\$94,627	-	\$0	-	\$0	-	\$0		\$283,881
Support staff												\$0
Subtotal		\$2,355,612		\$1,460,149		\$564,686		\$564,686		\$564,686		\$5,509,819
Operating												
General Operating ⁴		\$59,074		\$29,537		\$0		\$0		\$0		\$88,611
Equipment												\$0
New or renovated space												\$0
Library/Information Resources												\$0
Other												\$0
Subtotal		\$59,074		\$29,537		\$0		\$0		\$0		\$88,611
Total Expenses ⁵		\$2,414,686		\$1,489,686		\$564,686		\$564,686		\$564,686		\$5,598,430

¹ Salary and benefits for faculty in the program.

² Salary and benefits for managerial/professional staff in the program.

³ Permanent budget for graduate assistant stipends and benefits in the program.

⁴ Permanent budget for general operating expenses in the program.

⁵ All expenses assume a two-year phase out period for \$1.85M, with a 50% reduction in expenses in year two. The remaining balance of \$564,686 will be absorbed into other units with any retained faculty in FY2027-28.

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: University of Nebraska-Lincoln, Earth and Atmospheric Sciences						
	FY2025-26 Year 1	FY2026-27 Year 2	FY2027-28 Year 3	FY2028-29 Year 4	FY2029-30 Year 5	Total
Existing Funds ¹	\$2,414,686	\$1,489,686	\$564,686	\$564,686	\$564,686	\$5,598,430
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees						\$0
Other Funding						\$0
1						\$0
2						\$0
3						\$0
Total Revenue	\$2,414,686	\$1,489,686	\$564,686	\$564,686	\$564,686	\$5,598,430

¹ Assumes a two-year phase out period for \$1.85M, with a 50% reduction in resources in year two. The remaining balance of \$564,686 will be absorbed into other units in FY2027-28.

University of Nebraska Deletion of Major or Program

I. Descriptive Information

Name of Campus Proposing Deletion
University of Nebraska-Lincoln
Full Name of Program
Geology
Degree or Credential Awarded to Graduates of the Program
Bachelor of Science
CIP Code: 6 digit
40.0601
Subject Code
GEOL
Administrative Unit(s) for the Program
Department of Earth and Atmospheric Sciences
Program is Currently Offered [full program, not individual courses]
☒ On-campus ☐ Online (asynchronous) ☐ Synchronous Distance ☐ Hybrid/Blended of Selected
Program leads to licensure or certification
☒ no ☐ yes If yes, explain:
Proposed Date for Deletion of Major, Degree, or Certificate
Fall 2026
Major, Degree or Certificate End Date
Following end of teachout for final students

II. Details

A. Justification for Deletion of the Program

The Bachelor of Science in Geology is proposed for deletion as part of the elimination of the Department of Earth and Atmospheric Sciences. *The Bachelor of Arts in Geology was approved for deletion by the Board of Regents on April 11, 2025, effective for Fall 2025.*

B. Plan for Implementation of the Deletion

There are 33 students currently enrolled in the Geology BS. The five-year trend of enrollment and degrees granted is provided below.

Geology BS					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	47	46	47	38	41
Degrees Granted	7	8	10	5	9

University of Nebraska Deletion of Major or Program

I. Descriptive Information

Name of Campus Proposing Deletion
University of Nebraska-Lincoln
Full Name of Program
Meteorology-Climatology
Degree or Credential Awarded to Graduates of the Program
Bachelor of Science
CIP Code: 6 digit
40.0401
Subject Code
METR
Administrative Unit(s) for the Program
Department of Earth and Atmospheric Sciences
Program is Currently Offered <i>[full program, not individual courses]</i>
☒ On-campus ☐ Online (asynchronous) ☐ Synchronous Distance ☐ Hybrid/Blended of Selected
Program leads to licensure or certification
☒ no ☐ yes If yes, explain:
Proposed Date for Deletion of Major, Degree, or Certificate
Fall 2026
Major, Degree or Certificate End Date
Following end of teachout for final students

II. Details

A. Justification for Deletion of the Program

The Bachelor of Science in Meteorology-Climatology is proposed for deletion as part of the elimination of the Department of Earth and Atmospheric Sciences.

B. Plan for Implementation of the Deletion

There are 53 students currently enrolled in the Meteorology-Climatology BS. The five-year trend of enrollment in the major and degrees granted is provided below.

Meteorology/Climatology BS					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	58	60	47	40	41
Degrees Granted	5	8	4	2	9

University of Nebraska Deletion of Major or Program

I. Descriptive Information

Name of Campus Proposing Deletion
University of Nebraska-Lincoln
Full Name of Program
Earth and Atmospheric Sciences
Degree or Credential Awarded to Graduates of the Program
MS and PhD
CIP Code: 6 digit
40.0601
Subject Code
Varies
Administrative Unit(s) for the Program
Department of Earth and Atmospheric Sciences
Program is Currently Offered <i>[full program, not individual courses]</i>
☒ On-campus ☐ Online (asynchronous) ☐ Synchronous Distance ☐ Hybrid/Blended of Selected
Program leads to licensure or certification
☒ no ☐ yes If yes, explain:
Proposed Date for Deletion of Major, Degree, or Certificate
Fall 2026
Major, Degree or Certificate End Date
Following end of teachout for final students

II. Details

A. Justification for Deletion of the Program

The Master of Science and Doctor of Philosophy in Earth and Atmospheric Sciences are proposed for deletion as part of the elimination of the Department of Earth and Atmospheric Sciences.

B. Plan for Implementation of the Deletion

There are currently 14 MS students and 17 PhD students in the Earth and Atmospheric Sciences graduate programs. There are no students in the graduate minor. The five-year trend of enrollment and degrees granted is provided below.

Earth and Atmospheric Sciences MS					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	23	26	20	25	18
Degrees Granted	6	12	5	16	6

Earth and Atmospheric Sciences PhD					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	18	16	16	17	18
Degrees Granted	1	0	3	2	3

Completion Pathways

The University is wholly committed to student success and minimizing disruption to degree completion. Student completion pathways will be aligned with expectations of the Higher Learning Commission.

Pathway Development

Planning will begin with an analysis of active student cohorts, course enrollments, curricular mapping, and enrollment projections. Faculty, advisors, and Transition Coordinators will review standard substitutions and determine additional options that would be available. For some programs, exploring and understanding offerings at other NU campuses or peer institutions might be a reasonable component.

For graduate programs, faculty, graduate chairs, department chairs, and the Dean and staff in the Office of Graduate Studies will work closely with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations.

For undergraduate programs, faculty, department chairs, college dean's offices and the Senior Associate Vice Chancellor and Dean of Undergraduate Education will work with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations. The Dean of Undergraduate Education will work with members of the Academic Solutions Council to ensure partnering academic departments (e.g. those that offer general education, ACE requirements) could support the various completion pathways.

Pathway Guidelines

All students in impacted programs will receive information about the completion pathway and the time period for which these opportunities will be available. All students in impacted programs will be assigned first priority registration appointments, thus giving them first access to registering for classes.

Students who complete their program requirements will receive their degree in the program in which they are currently enrolled. For students who are unable to complete their program in the reasonable timeline, students would be required to change their program of study or transfer to another institution. Transition Coordinators will provide support for students in changing their program of study or transferring to another institution.

Some students may prefer to change their program to a related area. In those cases, all normal processes for admission to a new program would apply, with the exception that the application fee would be waived. For undergraduate students, the standard College Degree Major Advisor change process would be used.

No students would be admitted or allowed to matriculate into one of the impacted programs, as of December 6, 2025. No new applications will be accepted in one of the impacted programs effective December 6, 2025. Applicants and students yet to matriculate will receive information about alternative opportunities at UNL and will be offered an application fee refund if canceling their application for admission.

Impacted programs will appear for the last time in the 2026-27 Graduate/Undergraduate Catalogs with information about the program status and completion pathways.

Transition Coordinators

Colleges will identify a Transition Coordinator to help support students as they work to successfully navigate completing their degree at UNL. Transition Coordinators are responsible for keeping track of the completion pathways and the variations dependent on student scenarios (e.g. credit hours earned). They work with the advising leaders and faculty to ensure that the courses or substitutions are available, and the Office of the University Register for assistance with priority registration and course waitlists. They regularly communicate updates with students, faculty and staff. The Transition Coordinators monitor and manage program completion. They are responsible for notifying campus administration about any issues.

Transition Coordinators provide a central place for students to go with questions regarding degree completion. They will focus on how to help students complete their program by triaging their needs in communication with the department/faculty offering the courses and experiences. Transition Coordinators will complement support provided by professional academic advisors and faculty advisors, academic navigators, and graduate chairs about academic concerns. They will refer students to other support services as needed.

Student Support

There are a number of student support services always available to students. Financial aid and scholarship concerns would be referred to [Husker Hub](#). Student Advocacy and Support is available to provide individualized support to students in navigating University policies and resources and supports students in their development of their self-efficacy and self-advocacy. For emotional support, counselors are available through [CAPS](#). International students with concerns about implications to their visa status will be referred to [ISSO](#). Students with concerns about VA benefits would be referred to the Military and Veteran Success Center.

Budget and Resources

Resources will be made available to support completion pathways. The permanent budget reduction would be fully realized as of July 1, 2027.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs

December 5, 2025

AGENDA ITEM: Proposal to eliminate the Department of Educational Administration and the associated academic programs in the College of Education and Human Sciences at the University of Nebraska-Lincoln.

☐ **Review** ☒ **Review + Action** ☐ **Action** ☐ **Discussion**

☐ *This is a report required by Regents' Policy.*

PRESENTERS: David S. Jackson, Interim Provost

PURPOSE & KEY POINTS

The proposed elimination includes the Department of Educational Administration (EDAD), Master of Education in Educational Administration, Doctor of Education in Educational Administration, and Graduate Certificate in Community College Leadership. The EdD and PhD specializations in Educational Leadership and Higher Education will also be eliminated, along with a graduate minor.

The proposal is part of the budget reduction plan and is designed to achieve a savings of \$1,690,400 through the elimination of 15.5 positions. Other than the PhD specialization, these degrees are available elsewhere in the region, including the NU system. There is related faculty expertise in other departments, allowing some coursework and research expertise in these areas to be retained. As of the Fall 2025 census, a total of 62 students were enrolled as majors in the programs proposed for elimination. Students will be assigned a transition coordinator to navigate completing their degrees.

The faculty governance processes set by UNL and the NU Graduate College have been completed. The UNL Academic Planning Committee supported the recommendation to eliminate this program.

The Executive Graduate Council voted on October 28, 2025 to recommend that the MEd, EDd, and Graduate Certificate be retained.

BACKGROUND INFORMATION

Section 1.6 of the *Bylaws of the Board of Regents* provides that, "Approval of the Board shall be required for...(c)...or the consolidation or elimination of any administrative unit, academic

unit, department or school or division or administrative business unit upon recommendation of the CEO/President.”

Section 2.9 of the *Bylaws of the Board of Regents* provides that, “No curriculum leading to a degree or certificate shall be... discontinued without the approval of the Board.”

RECOMMENDATION

The President recommends approval of the Chancellor’s proposed eliminations.

SUMMARY-TRANSITIONING OR ELIMINATING AN ACADEMIC PROGRAM							
CAMPUS AND NAME OF PROGRAM: University of Nebraska-Lincoln, Department of Educational Administration and associated programs							
Date of Board approval: December 5, 2025							
If a degree, estimated date of final degree completions: Fall 2029							
Annual Program Savings*	Permanent Reductions		Brief Explanation				
	FTE	Savings	Elimination of the Department and programs will achieve savings through 12.5 faculty positions, 3 staff, graduate assistant positions, and general operating. Programs/Units to be Eliminated: Department of Educational Administration, MEd Educational Administration, EdD Educational Administration, Graduate Certificate in Community College Leadership				
Reduction in Faculty**	12.5	\$ 1,334,212.00					
Reduction in Staff**	2.8	\$ 209,249.00					
All Other Savings***		\$ 146,939.00					
Total Annual Savings		\$ 1,690,400.00					
*Annual Savings at Teachout; **Total salary and benefits savings; ***Total of any additional savings on an annualized basis.							
AAU Recognition Potential Impact: []Very Negative [X]Negative []None []Positive []Very Positive []Not Applicable							
AAU Recognition Criterion Impacted (If any): Phase II: Doctoral Education, Number of PhD's Granted (not displayed here, PhD specialization to be discontinued)							
For Degrees: Program Enrollment							
MEd Educational Administration	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors*	52	45	45	32	12	89	3
Number of Degrees Granted	18	12	10	18	7	65	
EdD Educational Administration	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors*	45	51	54	62	64	98	53
Number of Degrees Granted	8	5	5	4	4	26	
Cert Community Coll Leadership	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors*	7	6	5	5	5	12	6
Number of Degrees Granted	2	1	0	1	0	4	
Total	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors**	104	102	103	98	81	197	62
Number of Degrees Granted***	28	18	15	23	11	95	

*Number of majors is unique students, total is based on unique students, not the sum of enrollment.

**Yearly total is number of unique students across all programs, overall total is number of unique students in 5-year period

***All degrees granted are counted, may be multiple per student

University of Nebraska Deletion of Academic Unit

I. Descriptive Information

Name of Campus Proposing New Academic Unit
University of Nebraska-Lincoln
Name of Current Academic Unit
Department of Educational Administration
Administrative Unit(s) [e.g. college, division, etc.]
College of Education and Human Sciences
Academic Program(s) Housed in the Academic Unit
See below

II. Details

A. Overview and Justification for the deletion of the Unit

The *2025 UNL Budget Reduction Summary* found in the appendices provides the general overview of the impetus of the budget reduction exercise and the resulting proposed eliminations of academic programs.

Educational Administration is one of the lowest performing units by UNL metrics analyses for instruction and research. The department had negative scores on 7 out of 9 instructional metrics and negative scores on 5 of 7 research metrics. More information about the *Resource Metrics Justification* can be found in the appendices.

Online degrees in Educational Administration are available at UNO and UNK, as well as at Doane and Bellevue. The PhD in Educational Administration at UNL is the only one in the state of Nebraska. However, research performance for this unit is among the lowest at UNL across all performance assessment methodologies.

Within this proposal, the Educational Administration MA will be retained. Some faculty FTE dedicated to these programs will be retained in a closely related area within the College of Education and Human Sciences.

Further, it is expected that due to the interrelatedness of the disciplinary area with other programs at UNL, approximately 15% of graduate student enrollment would be maintained in closely related programs at UNL.

The full list of programs that are administratively housed in the Department of Educational Administration is provided. Italicized listings do not require approval for deletion from the UNL Academic Planning Committee, the Board of Regents, or Nebraska's Coordinating Commission for Postsecondary Education. We have included them in this table for completeness. Shaded listings are programs that are proposed for realignment in a closely related area within the College of Education and Human Sciences.

Program Name	GR/UG	Program Type	Plan Codes
Educational Administration MA	Graduate	Major/Degree	EDAD-MA EDAD-GMAJ EDAD-MAO
Educational Administration MEd	Graduate	Major/Degree	EDAD-MED
Educational Administration EdD	Graduate	Major/Degree	EDAD-EDD
Community College Leadership Graduate Certificate	Graduate	Certificate	CCLD-GCER
<i>Educational Administration graduate minor</i>	<i>Graduate</i>	<i>Minor</i>	<i>EDAD-GMIN</i>
<i>Educational Studies EdD Educational Leadership and Higher Education Specialization*</i>	<i>Graduate</i>	<i>Major/Degree</i>	<i>EDUS-EDD: ELHE-SPC</i>
<i>Educational Studies PhD Educational Leadership and Higher Education Specialization**</i>	<i>Graduate</i>	<i>Major/Degree</i>	<i>EDUS-PHD: ELHE-SPC</i>
<i>Teaching Certification: Principal (Grades PK-8)</i>	<i>Graduate</i>	<i>Endorsement</i>	<i>TCER-ACER PRI1-ENDR</i>
<i>Teaching Certification: Principal (Grades 6-12)</i>	<i>Graduate</i>	<i>Endorsement</i>	<i>TCER-ACER PRI2-ENDR</i>
<i>Teaching Certification: Principal (Grades PK-12)</i>	<i>Graduate</i>	<i>Endorsement</i>	<i>TCER-ACER PRIN-ENDR</i>
<i>Teaching Certification: Special Education Supervisor (Birth-12)</i>	<i>Graduate</i>	<i>Endorsement</i>	<i>TCER-ACER SESV-ENDR</i>
<i>Teaching Certification: Superintendent (Grades PK-12)</i>	<i>Graduate</i>	<i>Endorsement</i>	<i>TCER-ACER SUPT-ENDR</i>

*The EdD in Educational Studies is not being deleted, only the Educational Leadership and Higher Education graduate specialization administratively serviced by the Department of Educational Administration will be deleted. The EdD in Educational Studies will be retained with the following graduate specializations: 1) Architecture Education; 2) Innovative Learning Technology; 3) Quantitative & Qualitative Methodology; 4) Special Education; and 5) Teaching, Curriculum & Learning.

**The PhD in Educational Studies is not being deleted, only the Educational Leadership and Higher Education graduate specialization administratively serviced by the Department of Educational Administration will be deleted. The PhD in Educational Studies will be retained with the following graduate specializations: 1) Architecture Education; 2) Innovative Learning Technology; 3) Quantitative & Qualitative Methodology; 4) Special Education; 5) Teaching, Curriculum & Learning; and 6) Physical Education Teacher Education.

B. Plan for the Implementation of the deletion of the Unit

1. Current Students

There are 230 current students in programs in the Department of Educational Administration, 148 of these students (62 majors) will be impacted by the elimination of programs (*as of Fall 2025 census*).

There are currently 3 MEd students, 58 EdD students, and 46 PhD students in the impacted degree programs in the Department of Educational Administration. There are 6 students in the Community College Graduate Certificate program, and 2 students in the graduate minor.

Program Name	Program Type	Current Students
Educational Administration MA	Major/Degree	41
Educational Administration MA (Online)	Major/Degree	41
Educational Administration MEd	Major/Degree	3
Educational Administration EdD	Major/Degree	53
<i>Educational Administration graduate minor</i>	<i>Minor</i>	2

Community College Leadership Graduate Certificate	Certificate	6
<i>Educational Studies EdD, Educational Leadership and Higher Education specialization</i>	<i>Specialization</i>	5
<i>Educational Studies PhD, Educational Leadership and Higher Education specialization</i>	<i>Specialization</i>	46
<i>Teaching Certification: Principal (Grades PK-8)</i>	<i>Endorsement</i>	7
<i>Teaching Certification: Principal (Grades 6-12)</i>	<i>Endorsement</i>	5
<i>Teaching Certification: Principal (Grades PK-12)</i>	<i>Endorsement</i>	11
<i>Teaching Certification: Special Education Supervisor (Birth-12)</i>	<i>Endorsement</i>	5
<i>Teaching Certification: Superintendent (Grades PK-12)</i>	<i>Endorsement</i>	5

(as of Fall 2025 census)

The university is wholly committed to student success and minimizing disruption to degree completion. Colleges will identify a Transition Coordinator to help support students as they work to successfully navigate completing their degree at UNL. Programs will continue to appear in the 2026-27 Graduate Catalog and will include information about completion pathways. Student completion pathways will be aligned with expectations of the Higher Learning Commission.

More information about the *Completion Pathways* can be found in the appendices.

New Students

All recruitment efforts would end upon BOR approval of the proposed program elimination, no new Applications for Admission would be accepted, and no students would be admitted or allowed to matriculate as of December 6, 2025.

As of October 1, there are 6 new graduate students admitted for Spring 2026 or later.

Applicants and students yet to matriculate will be counseled about alternative majors and programs at UNL and offered a refund for application fees if the application is cancelled. As of October 1, there were 0 MEd applicants, 6 EdD applicants, and 7 PhD program applicants.

2. Current Faculty and Staff

There are 7 tenured faculty, 2 tenure-leading, 6 specialized faculty, and 5 other faculty in the Department of Educational Administration. There are 3 staff in the Department (*as of Fall 2025 HR census*).

Faculty and staff must be available to support student degree completion. The permanent budget reduction would be fully realized effective July 1, 2027. Alternative funding would be identified beyond FY27 if needed.

The student completion pathways will inform the teaching and research capacity needed to complete the closure of the programs. The main goal is to support all students impacted by the program closures and ensure their success with the least possible disruption to degree completion. Closure will accommodate reasonable student completion pathways, reflect student enrollment, and account for natural employee attrition. Faculty will receive a minimum of a 12-months' notice about their end of employment, unless in positions like lecturer in which the normal policies allow for appointments to expire at the end of the stated term without notice.

Some faculty will be retained in other units, preserving the most subscribed educational pathways. Additional information about the faculty and staff in the Department of Educational Administration is provided in the table below, including current graduate assistants.

Category	Tenure Status	FTE
Chairperson	Tenured	0.70
Faculty - Tenure Line	Pre-tenure	2.00
Faculty - Tenure Line	Tenured	6.30
Faculty - Specialized	Not eligible	6.00
Faculty - Temporary Lecturer	Not eligible	1.25
Staff - Managerial/Professional	Not eligible	1.00
Staff - Office/Service	Not eligible	1.30
Graduate Assistant	Not eligible	2.94

(as of Fall 2025 HR census)

3. Impact on Curriculum and Subject Codes

Some coursework in Educational Administration will be retained in other related units. The EDAD subject prefix code will be administratively transferred to another unit.

C. Impact on Resources

1. Fiscal

A total budget reduction of \$1,690,400 will be achieved through the elimination of the Department of Educational Administration. The reductions consist of permanent budget that supports faculty, graduate assistants and staff and operations. The remaining balance of \$484,738 will be retained and strategically redeployed to support the faculty who would be retained to drive instructional SCH in the programs retained in educational administration.

2. Human

Permanent budget reductions will be achieved through the elimination of permanent budget that supports 12.5 faculty FTE, inclusive of one department chair position; three staff members; and the general operating budget, including student worker and graduate assistantship funding. A portion of state-appropriated funds would be retained and strategically redeployed to support the faculty who would be retained to drive instructional SCH in the programs retained in educational administration.

Budget Category	FTE	Cost Savings
Faculty	11.8	\$1,157,805
Administrators	0.7	\$ 176,407
Staff	2.8	\$ 209,249
Graduate Assistants		\$ 95,052
Student Workers		\$ 696
General Operating		\$ 51,191
Total Expenses		\$1,690,400

3. Physical

Following campus policies, vacant space will be returned to the Chancellor for reassignment.

4. Budget Projections [Table 1, 2 and 3]

Table 1: Expenses

All permanent budget reductions assume a two-year phase out period for \$1,690,400, with a 50% reduction in year two. The remaining balance of \$484,738 will be absorbed into other units in FY28.

Table 2: Revenue Sources

Permanent General State Aided revenue sources are assumed to be on a two-year phase out period for \$1,690,400, with a 50% reduction in year two. The remaining balance of \$484,738 will be absorbed into other units in FY28.

Table 3: Tuition and Fees

Future graduate enrollment assumes 15% of the fall 2025 enrollment in Educational Administration MEd, Educational Administration EdD, Educational Studies with Higher Education Specialization PhD/EdD will be maintained within other programs at UNL. A majority of the Educational Administration graduate students work full-time and pursue their graduate degrees part-time. They are estimated to complete 9 credit hours a year. The base resident tuition rate of \$383/credit hour is used in the tables for the purpose of this exercise.

TABLE 1: PROJECTED EXPENSES**CAMPUS AND NAME OF PROGRAM, CENTER OR UNIT: University of Nebraska-Lincoln, Educational Administration**

	FY2025-26 Year 1		FY2026-27 Year 2		FY2027-28 Year 3		FY2028-29 Year 4		FY2029-30 Year 5		Total Cost	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty ¹	16.50	\$1,818,950	10.25	\$ 1,151,844	4.00	\$484,738	4.00	\$484,738	4.00	\$484,738		\$4,425,008
Professional ²	1.00	\$67,025	0.50	\$33,513	-	\$0	-	\$0	-	\$0		\$100,538
Graduate assistants ³	-	\$95,052	-	\$47,526	-	\$0	-	\$0	-	\$0		\$142,578
Support staff ⁴	1.80	\$142,224	0.90	\$71,112	-	\$0	-	\$0	-	\$0		\$213,336
Subtotal		\$2,123,251		\$1,303,995		\$484,738		\$484,738		\$484,738		\$4,881,460
Operating												
General Operating ⁵		\$51,191		\$25,596		\$0		\$0		\$0		\$76,787
Equipment												\$0
New or renovated space												\$0
Library/Information Resources												\$0
Other ⁶		\$696		\$348		\$0		\$0		\$0		\$1,044
Subtotal		\$51,887		\$25,944		\$0		\$0		\$0		\$77,831
Total Expenses ⁷		\$2,175,138		\$1,329,938		\$484,738		\$484,738		\$484,738		\$4,959,290

¹ Salary and benefits for faculty in the program.² Salary and benefits for managerial/professional staff in the program.³ Permanent budget for graduate assistant stipends and benefits in the program.⁴ Permanent budget for office/service staff in the program.⁵ Permanent budget for general operating expenses in the program.⁶ Permanent budget for student workers in the program.⁷ Total budget is based on FY2024-25 permanent budget, which includes two vacated faculty salary lines that were pulled to Dean's Office prior to the open of FY2025-26. Assumes a two-year phase out period for a reduction of \$1,690,400, with a 50% reduction in expenses in year two. The remaining balance of \$484,738 will be absorbed into other units in FY2027-28.

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: University of Nebraska-Lincoln, Educational Administration						
	FY2025-26 Year 1	FY2026-27 Year 2	FY2027-28 Year 3	FY2028-29 Year 4	FY2029-30 Year 5	Total
Existing Funds ¹	\$2,175,138	\$1,329,938	\$484,738	\$484,738	\$484,738	\$4,959,290
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees						\$0
Other Funding						\$0
1						\$0
2						\$0
3						\$0
Total Revenue	\$2,175,138	\$1,329,938	\$484,738	\$484,738	\$484,738	\$4,959,290

¹ Total resources are based on FY2024-25 permanent budget, which includes two vacated faculty salary lines that were pulled to Dean's Office prior to the open of FY2025-26. Assumes a two-year phase out period for a reduction of \$1,690,400, with a 50% reduction in expenses in year two. The remaining balance of \$484,738 will be absorbed into other units in FY2027-28.

University of Nebraska Deletion of Major or Program

I. Descriptive Information

Name of Campus Proposing Deletion
University of Nebraska-Lincoln
Full Name of Program + Degree or Credential
Educational Administration EdD Educational Administration MEd Community College Leadership Graduate Certificate
CIP Code: 6 digit
13.0401 (MEd and EdD); 13.0407 (Graduate Certificate)
Subject Code
EDAD
Administrative Unit(s) for the Program
Department of Educational Administration
Program is Currently Offered <i>[full program, not individual courses]</i>
☒ On-campus ☐ Online (asynchronous) ☐ Synchronous Distance ☐ Hybrid/Blended of Selected
Program leads to licensure or certification
☒ no ☐ yes If yes, explain:
Proposed Date for Deletion of Major, Degree, or Certificate
Fall 2026
Major, Degree or Certificate End Date
Following end of teachout for final students

II. Details

A. Justification for Deletion of the Program

The Doctor of Education (EdD) and Master of Education (MEd) in Educational Administration are proposed for deletion as part of the elimination of the Department of Educational Administration. Additionally, the deletion proposal includes the Community College Leadership Graduate Certificate and the Educational Administration graduate minor.

B. Plan for Implementation of the Deletion

There are currently 53 students in the Educational Administration EdD; 3 students in the MEd; and 6 students in the Community College Leadership Graduate Certificate. The five-year trend of enrollment and degrees granted is provided below.

Educational Administration MEd					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	52	45	45	32	12
Degrees Granted	18	12	10	18	7

Educational Administration EdD					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	45	51	54	62	64
Degrees Granted	8	5	5	4	4

Community College Leadership Graduate Certificate					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Enrollments	7	6	5	5	5
Completers	2	1	0	1	0

Completion Pathways

The University is wholly committed to student success and minimizing disruption to degree completion. Student completion pathways will be aligned with expectations of the Higher Learning Commission.

Pathway Development

Planning will begin with an analysis of active student cohorts, course enrollments, curricular mapping, and enrollment projections. Faculty, advisors, and Transition Coordinators will review standard substitutions and determine additional options that would be available. For some programs, exploring and understanding offerings at other NU campuses or peer institutions might be a reasonable component.

For graduate programs, faculty, graduate chairs, department chairs, and the Dean and staff in the Office of Graduate Studies will work closely with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations.

For undergraduate programs, faculty, department chairs, college dean's offices and the Senior Associate Vice Chancellor and Dean of Undergraduate Education will work with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations. The Dean of Undergraduate Education will work with members of the Academic Solutions Council to ensure partnering academic departments (e.g. those that offer general education, ACE requirements) could support the various completion pathways.

Pathway Guidelines

All students in impacted programs will receive information about the completion pathway and the time period for which these opportunities will be available. All students in impacted programs will be assigned first priority registration appointments, thus giving them first access to registering for classes.

Students who complete their program requirements will receive their degree in the program in which they are currently enrolled. For students who are unable to complete their program in the reasonable timeline, students would be required to change their program of study or transfer to another institution. Transition Coordinators will provide support for students in changing their program of study or transferring to another institution.

Some students may prefer to change their program to a related area. In those cases, all normal processes for admission to a new program would apply, with the exception that the application fee would be waived. For undergraduate students, the standard College Degree Major Advisor change process would be used.

No students would be admitted or allowed to matriculate into one of the impacted programs, as of December 6, 2025. No new applications will be accepted in one of the impacted programs effective December 6, 2025. Applicants and students yet to matriculate will receive information about alternative opportunities at UNL and will be offered an application fee refund if canceling their application for admission.

Impacted programs will appear for the last time in the 2026-27 Graduate/Undergraduate Catalogs with information about the program status and completion pathways.

Transition Coordinators

Colleges will identify a Transition Coordinator to help support students as they work to successfully navigate completing their degree at UNL. Transition Coordinators are responsible for keeping track of the completion pathways and the variations dependent on student scenarios (e.g. credit hours earned). They work with the advising leaders and faculty to ensure that the courses or substitutions are available, and the Office of the University Register for assistance with priority registration and course waitlists. They regularly communicate updates with students, faculty and staff. The Transition Coordinators monitor and manage program completion. They are responsible for notifying campus administration about any issues.

Transition Coordinators provide a central place for students to go with questions regarding degree completion. They will focus on how to help students complete their program by triaging their needs in communication with the department/faculty offering the courses and experiences. Transition Coordinators will complement support provided by professional academic advisors and faculty advisors, academic navigators, and graduate chairs about academic concerns. They will refer students to other support services as needed.

Student Support

There are a number of student support services always available to students. Financial aid and scholarship concerns would be referred to [Husker Hub](#). Student Advocacy and Support is available to provide individualized support to students in navigating University policies and resources and supports students in their development of their self-efficacy and self-advocacy. For emotional support, counselors are available through [CAPS](#). International students with concerns about implications to their visa status will be referred to [ISSO](#). Students with concerns about VA benefits would be referred to the Military and Veteran Success Center.

Budget and Resources

Resources will be made available to support completion pathways. The permanent budget reduction would be fully realized as of July 1, 2027.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs

December 5, 2025

AGENDA ITEM: Proposal to eliminate the Department of Statistics and the associated academic programs in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln.

☐ **Review** ☒ **Review + Action** ☐ **Action** ☐ **Discussion**

☐ *This is a report required by Regents' Policy.*

PRESENTERS: David S. Jackson, Interim Provost

PURPOSE & KEY POINTS

The proposed eliminations include the Department of Statistics, Bachelor of Science in Statistics and Data Analytics, Master of Science in Statistics, and the Doctor of Philosophy in Statistics. The CASNR pathway in the Bachelor of Science in Data Science and associated graduate and undergraduate minors will also be eliminated.

The proposal is part of the budget reduction plan and is designed to achieve a savings of \$1,750,000 through the elimination of 12 positions. The university will move to a distributed model for statistical training and expertise to leverage existing resources embedded across UNL. As of the Fall 2025 census, a total of 67 majors were enrolled in the programs proposed for elimination. Students will be assigned a transition coordinator to navigate completing their degrees.

The faculty governance processes set by UNL and the NU Graduate College have been completed. The UNL Academic Planning Committee recommended against eliminating this program.

The Executive Graduate Council voted on October 28, 2025 to recommend that the MS and PhD degrees in Statistics be retained.

BACKGROUND INFORMATION

Section 1.6 of the *Bylaws of the Board of Regents* provides that, "Approval of the Board shall be required for...(c)...or the consolidation or elimination of any administrative unit, academic unit, department or school or division or administrative business unit upon recommendation of the CEO/President."

Section 2.9 of the *Bylaws of the Board of Regents* provides that, “No curriculum leading to a degree or certificate shall be... discontinued without the approval of the Board.”

RECOMMENDATION

The President recommends approval of the Chancellor’s proposed eliminations.

SUMMARY-TRANSITIONING OR ELIMINATING AN ACADEMIC PROGRAM							
CAMPUS AND NAME OF PROGRAM: University of Nebraska-Lincoln, Department of Statistics and associated programs							
Date of Board approval: December 5, 2025							
If a degree, estimated date of final degree completions: Fall 2029							
Annual Program Savings*	Permanent Reductions		Brief Explanation				
	FTE	Savings	Elimination of the Department and programs will achieve savings through 11 faculty positions, 1 staff, graduate assistant positions, and general operating. Programs/Units to be Eliminated: Department of Statistics, Bachelor of Science in Statistics and Data Analytics, MS in Statistics, PhD in Statistics				
Reduction in Faculty**	11	\$ 1,222,133.00					
Reduction in Staff**	1	\$ 76,731.00					
All Other Savings***		\$ 451,136.00					
Total Annual Savings		\$ 1,750,000.00					
*Annual Savings at Teachout; **Total salary and benefits savings; ***Total of any additional savings on an annualized basis.							
AAU Recognition Potential Impact: []Very Negative [X]Negative []None []Positive []Very Positive []Not Applicable							
AAU Recognition Criterion Impacted (If any): Phase I: Less statistical support for competitively funded research and publications; Phase II: Doctoral Education, Number of PhDs Granted							
For Degrees: Program Enrollment							
BS Statistics & Data Analytics	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors*	0	0	8	25	31	40	26
Number of Degrees Granted	0	0	0	0	0	0	
MS Statistics	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors*	17	24	20	17	19	57	16
Number of Degrees Granted	8	10	10	4	11	43	
PhD Statistics	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors*	43	39	33	26	36	75	41
Number of Degrees Granted	7	6	7	2	5	27	
Total	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors**	51	46	47	59	73	132	67
Number of Degrees Granted***	15	16	17	6	16	70	

*Number of majors is unique students, total is based on unique students, not the sum of enrollment.

**Yearly total is number of unique students across all programs, overall total is number of unique students in 5-year period

***All degrees granted are counted, may be multiple per student

University of Nebraska

Deletion of Academic Unit

I. Descriptive Information

Name of Campus Proposing New Academic Unit
University of Nebraska-Lincoln
Name of Current Academic Unit
Department of Statistics
Administrative Unit(s) [e.g. college, division, etc.]
College of Agricultural Sciences and Natural Resources
Academic Program(s) Housed in the Academic Unit
See below

II. Details

A. Overview and Justification for the deletion of the Unit

The *2025 UNL Budget Reduction Summary* found in the appendices provides the general overview of the impetus of the budget reduction exercise and the resulting proposed eliminations of academic programs.

Statistics is one of the lower performing units by UNL metrics analyses for instruction and research. The department had negative scores on 4 out of 9 instructional metrics, and negative scores on 4 out of 7 research metrics. More information about the *Resource Metrics Justification* can be found in the appendices. Statistics offers the only graduate degrees of its kind in the state of Nebraska.

The proposed plan would eliminate the BS in Statistics and Data Analytics, the BS Data Science pathway through CASNR, and the MS and PhD degrees in Statistics. With this proposal, the University will strategically deploy a portion of the state-appropriated funds to retain selected faculty and continue to offer core undergraduate and graduate courses. These core offerings will be complemented by additional coursework offered through other units.

Through the Statistical Cross-Disciplinary Collaboration and Consultation Lab (SC3L) Help Desk, services would be available to support laboratory, greenhouse, and field research conducted by IANR faculty, staff, post-docs, and students, as well as other units across UNL. The proposed strategy will keep UNL competitive for grants, sustain research excellence, and develop the talent needed to support Nebraska's future workforce.

Further, it is expected that due to the interrelatedness of the disciplinary area with other programs at UNL, approximately 85% of undergraduate student enrollment would be maintained in other majors at UNL, and 15% of graduate student enrollment would be maintained in closely related programs at UNL. Approximately 36% of new first-time freshmen earn degrees in the same program in which they started.

The full list of programs that are administratively housed in the Department of Statistics is provided. Italicized listings do not require approval for elimination from the UNL Academic Planning Committee, the Board of Regents, or Nebraska's Coordinating Commission for Postsecondary Education. We have included them in this table for completeness.

Program Name	GR/UG	Program Type	Plan Codes
Statistics and Data Analytics BS	Undergraduate	Major/Degree	SDAN-B1SD
Statistics MS	Graduate	Major/Degree	STAT-MS STAT-GMAJ
Statistics PhD	Graduate	Major/Degree	STAT-PHD
Data Science BS (CASNR pathway only)	Undergraduate	Major/Degree	DTSC-B1DS
<i>Statistics (Track 1 Theory) undergraduate minor</i>	<i>Undergraduate</i>	<i>Minor</i>	<i>STAT-MIN (teach out)</i>
<i>Statistics (Track 2 Applied) undergraduate minor</i>	<i>Undergraduate</i>	<i>Minor</i>	<i>ASTA-MIN (teach out)</i>
<i>Applied Statistics undergraduate minor</i>	<i>Undergraduate</i>	<i>Minor</i>	<i>APST-MIN</i>
<i>Statistics for Data Science undergraduate minor</i>	<i>Undergraduate</i>	<i>Minor</i>	<i>SDSC-MIN</i>
<i>Theoretical Statistics undergraduate minor</i>	<i>Undergraduate</i>	<i>Minor</i>	<i>THST-MIN</i>
<i>Statistics graduate minor</i>	<i>Graduate</i>	<i>Minor</i>	<i>STAT-GMIN</i>

B. Plan for the Implementation of the deletion of the Unit

1. Current Students

There are 119 currently enrolled students (67 majors) who will be affected by the deletion of the Department of Statistics (*as of Fall 2025 census*).

Undergraduate Students

There are currently 34 undergraduate students in the Bachelor of Science programs (Statistics and Data Analytics BS, and Data Science BS-CASNR pathway) and 32 students in the undergraduate minors.

Graduate Students

There are currently 16 MS students and 41 PhD students in the Statistics graduate program. There are 7 students in the graduate minor.

Program Name	Program Type	Current Students
Statistics and Data Analytics BS	Major/Degree	26
Statistics MS	Major/Degree	16
Statistics PhD	Major/Degree	41
Data Science BS (CASNR pathway)	CASNR Pathway	8
<i>Statistics (Theory) undergraduate minor</i>	<i>Minor</i>	<i>13</i>
<i>Statistics (Applied) undergraduate minor</i>	<i>Minor</i>	<i>16</i>
<i>Applied Statistics undergraduate minor</i>	<i>Minor</i>	<i>1</i>
<i>Statistics for Data Science undergraduate minor</i>	<i>Minor</i>	<i>1</i>
<i>Theoretical Statistics undergraduate minor</i>	<i>Minor</i>	<i>1</i>
<i>Statistics graduate minor</i>	<i>Minor</i>	<i>7</i>

The university is wholly committed to student success and minimizing disruption to degree completion. Colleges will identify a Transition Coordinator to help support students as they work to successfully navigate completing their degree at UNL. Programs will continue to appear in the 2026-27 Undergraduate and Graduate Catalogs and will include information about completion pathways. Student completion pathways

will be aligned with expectations of the Higher Learning Commission. More information about the *Completion Pathways* can be found in the appendices.

New Students

All recruitment efforts would end upon BOR approval of the proposed program elimination, no new Applications for Admission would be accepted, and no students would be admitted or allowed to matriculate as of December 6, 2025.

As of October 1, there are 4 undergraduate students admitted for Spring 2026 or later. There are 24 new graduate students admitted for Spring 2026 or later.

Applicants and students yet to matriculate will be counseled about alternative majors and programs at UNL and offered a refund for application fees if the application is cancelled. As of October 1, there were 5 BS Statistics and Data Analytics applicants, 1 BS Data Science-CASNR pathway applicant, 14 MS applicants, and 29 PhD applicants.

2. Current Faculty and Staff

There are 11 tenured faculty, 2 tenure-leading, 0 specialized faculty, and 1 other faculty in the Department of Statistics. There are 2 staff in the Department (*as of Fall 2025 HR census*).

Faculty and staff must be available to support student degree completion. The permanent budget reduction would be fully realized effective July 1, 2027. Alternative funding would be identified beyond FY27 if needed.

The student completion pathways will inform the teaching and research capacity needed to complete the closure of the programs. The main goal is to support all students impacted by the program closures and ensure their success with the least possible disruption to degree completion. Closure will accommodate reasonable student completion pathways, reflect student enrollment, and account for natural employee attrition. Faculty will receive a minimum of a 12-months' notice about their end of employment, unless in positions like lecturer in which the normal policies allow for appointments to expire at the end of the stated term without notice.

Some faculty will be retained in other units, preserving both curriculum and research expertise within the disciplinary area of statistics.

Additional information about the faculty and staff in the Department of Statistics is provided in the table below, including current graduate assistants.

Category	Tenure Status	FTE
Department Head	Tenured	1.00
Faculty - Tenure Line	Pre-tenure	2.00
Faculty - Tenure Line	Tenured	10.00
Post Doctoral Associate	Not eligible	1.00
Staff - Managerial/Professional	Not eligible	1.00
Staff - Office/Service	Not eligible	1.00
Graduate Assistant	Not eligible	15.15

(*as of Fall 2025 HR census*)

3. Impact on Curriculum and Subject Codes

Coursework in R programming, bioinformatics, computational biology, quantitative genetics/genomics, and data analysis interpretation and visualization would be offered through other units. The STAT subject prefix code will be administratively transferred to another unit.

C. Impact on Resources

1. Fiscal

The total permanent budget within the Department of Statistics is \$3,078,394. A total budget reduction of \$1,750,000 will be achieved through the elimination of the Department of Statistics. The reductions consist of permanent budgets that support faculty, graduate assistants, staff and operations. The remaining balance of \$1,328,394 will be retained and strategically redeployed to support faculty, staff aligned with teaching, research, and service needs that were preserved. Specifically, faculty of practice, specialized faculty in teaching will be critical to support and drive instructional SCH.

2. Human

Permanent budget reductions will be achieved through the elimination of 11 faculty FTE, inclusive of one department chair position; 1 staff member; and the general operating, including graduate assistantship funding. A portion of state-appropriated funds would be retained and strategically redeployed to support faculty, staff and coursework aligned with the distributed model for statistical expertise, preserving both critical curriculum and research support.

Budget Category	FTE	Cost Savings
Faculty	10.00	\$ 964,018
Staff	1.00	\$ 76,731
Administrators	1.00	\$ 258,115
Graduate Assistants		\$ 319,710
General Operating		\$ 131,426
Total Expenses		\$1,750,000

3. Physical

Following campus policies, vacant space will be returned to the Chancellor for reassignment.

4. Budget Projections [Table 1, 2 and 3]

Table 1: Expenses

All permanent budget reductions assume a two-year phase out period for \$1.75M, with a 50% reduction in year two. The remaining balance of \$1,328,394 will be absorbed into other units in FY28.

Table 2: Revenue Sources

Permanent General State Aided revenue sources are assumed to be on a two-year phase out period for \$1.75M, with a 50% reduction in year two. The remaining balance of \$1,328,394 will be absorbed into other units in FY28.

Table 3: Tuition and Fees

Future undergraduate enrollment assumes that 85% of the fall 2025 enrollment in Statistics and Data Analytics BS and Data Science BS CASNR-only pathway will be maintained year over year in other closely related disciplines at UNL. Undergraduates complete an average of 30 credit hours a year. The base resident tuition rate of \$291/credit hour is used in the tables for the purposes of this exercise.

Future graduate enrollment assumes 15% of the fall 2025 enrollment in Statistics MS and Statistics PhD will be maintained year over year in other related disciplines at UNL. Graduate study is more specialized than at the undergraduate level, making it less likely to retain more of the graduate student enrollment from eliminated programs. Statistics graduate students complete 18 credit hours a year. The base resident tuition rate of \$383/credit hour is used in the tables for the purpose of this exercise.

TABLE 1: PROJECTED EXPENSES												
CAMPUS AND NAME OF PROGRAM, CENTER OR UNIT: University of Nebraska-Lincoln, Statistics												
	FY2025-26 Year 1		FY2026-27 Year 2		FY2027-28 Year 3		FY2028-29 Year 4		FY2029-30 Year 5		Total Cost	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty ¹	12.93	\$2,550,527	6.47	\$1,939,461	-	\$1,328,394	-	\$1,328,394	-	\$1,328,394		\$8,475,170
Professional ²	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0		\$0
Graduate assistants ³	-	\$319,710	-	\$159,855	-	\$0	-	\$0	-	\$0		\$479,565
Support staff ⁴	1.00	\$76,731	0.50	\$38,366	-	\$0	-	\$0	-	\$0		\$115,097
Subtotal		\$2,946,968		\$2,137,681		\$1,328,394		\$1,328,394		\$1,328,394		\$9,069,831
Operating												
General Operating ⁵		\$131,426		\$65,713		\$0		\$0		\$0		\$197,139
Equipment												\$0
New or renovated space												\$0
Library/Information Resources												\$0
Other												\$0
Subtotal		\$131,426		\$65,713		\$0		\$0		\$0		\$197,139
Total Expenses ⁶		\$3,078,394		\$2,203,394		\$1,328,394		\$1,328,394		\$1,328,394		\$9,266,970

¹ Salary and benefits for faculty in the program.

² Salary and benefits for managerial/professional staff in the program.

³ Permanent budget for graduate assistant stipends and benefits in the program.

⁴ Permanent budget for office/service staff in the program.

⁵ Permanent budget for general operating expenses in the program.

⁶ All expenses assume a two-year phase out period for \$1.75M, with a 50% reduction in expenses in year two. The remaining balance of \$1,328,394 will be absorbed into other units with any retained faculty in FY2027-28.

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: University of Nebraska-Lincoln, Statistics						
	FY2025-26 Year 1	FY2026-27 Year 2	FY2027-28 Year 3	FY2028-29 Year 4	FY2029-30 Year 5	Total
Existing Funds ¹	\$3,078,394	\$2,203,394	\$1,328,394	\$1,328,394	\$1,328,394	\$9,266,970
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees						\$0
Other Funding						\$0
1						\$0
2						\$0
3						\$0
Total Revenue	\$3,078,394	\$2,203,394	\$1,328,394	\$1,328,394	\$1,328,394	\$9,266,970

¹ Assumes a two-year phase out period for \$1.75M, with a 50% reduction in resources in year two. The remaining balance of \$1,328,394 will be absorbed into other units in FY2027-28.

University of Nebraska Deletion of Major or Program

I. Descriptive Information

Name of Campus Proposing Deletion
University of Nebraska-Lincoln
Full Name of Program
Data Science (CASNR Pathway only) Statistics and Data Analytics
Degree or Credential Awarded to Graduates of the Program
Bachelor of Science
CIP Code: 6 digit
27.0501 (Statistics and Data Analytics) 30.7001 (Data Science-CASNR Pathway)
Subject Code
STAT
Administrative Unit(s) for the Program
Department of Statistics
Program is Currently Offered <i>[full program, not individual courses]</i>
☒ On-campus ☐ Online (asynchronous) ☐ Synchronous Distance ☐ Hybrid/Blended of Selected
Program leads to licensure or certification
☒ no ☐ yes If yes, explain:
Proposed Date for Deletion of Major, Degree, or Certificate
Fall 2026
Major, Degree or Certificate End Date
Following end of teachout for final students

II. Details

A. Justification for Deletion of the Program

The Statistics and Data Analytics BS and Data Science (CASNR Pathway only) BS are proposed for deletion as part of the elimination of the Department of Statistics.

B. Plan for Implementation of the Deletion

There are currently 26 students enrolled in the Statistics and Data Analytics BS and 8 students enrolled in the Data Science-CASNR Pathway BS. An additional 32 students are enrolled in the various undergraduate minors offered by the department. The degree programs are new within the last five years. The trend data available for enrollment in the majors and degrees granted are provided below.

Statistics and Data Analytics BS					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	0	0	8	25	31
Degrees Granted	0	0	0	0	0

Data Science BS – CASNR Pathway					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	0	0	0	3	7
Degrees Granted	0	0	0	0	0

University of Nebraska Deletion of Major or Program

I. Descriptive Information

Name of Campus Proposing Deletion
University of Nebraska-Lincoln
Full Name of Program + Degree or Credential Awarded
Statistics MS Statistics PhD
CIP Code: 6 digit
27.0501
Subject Code
STAT
Administrative Unit(s) for the Program
Department of Statistics
Program is Currently Offered <i>[full program, not individual courses]</i>
☒ On-campus ☐ Online (asynchronous) ☐ Synchronous Distance ☐ Hybrid/Blended of Selected
Program leads to licensure or certification
☒ no ☐ yes If yes, explain:
Proposed Date for Deletion of Major, Degree, or Certificate
Fall 2026
Major, Degree or Certificate End Date
Following end of teachout for final students

II. Details

A. Justification for Deletion of the Program

The deletion of the Master of Science and Doctor of Philosophy degrees in Statistics are proposed for deletion as part of the elimination of the Department of Statistics.

B. Plan for Implementation of the Deletion

There are currently 16 MS students and 41 PhD students enrolled in the programs. The five-year trend of enrollment in the major and degrees granted is provided below.

Statistics MS					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	17	24	20	17	19
Degrees Granted	8	10	10	4	11

Statistics PhD					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	43	39	33	26	36
Degrees Granted	7	6	7	2	5

Completion Pathways

The University is wholly committed to student success and minimizing disruption to degree completion. Student completion pathways will be aligned with expectations of the Higher Learning Commission.

Pathway Development

Planning will begin with an analysis of active student cohorts, course enrollments, curricular mapping, and enrollment projections. Faculty, advisors, and Transition Coordinators will review standard substitutions and determine additional options that would be available. For some programs, exploring and understanding offerings at other NU campuses or peer institutions might be a reasonable component.

For graduate programs, faculty, graduate chairs, department chairs, and the Dean and staff in the Office of Graduate Studies will work closely with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations.

For undergraduate programs, faculty, department chairs, college dean's offices and the Senior Associate Vice Chancellor and Dean of Undergraduate Education will work with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations. The Dean of Undergraduate Education will work with members of the Academic Solutions Council to ensure partnering academic departments (e.g. those that offer general education, ACE requirements) could support the various completion pathways.

Pathway Guidelines

All students in impacted programs will receive information about the completion pathway and the time period for which these opportunities will be available. All students in impacted programs will be assigned first priority registration appointments, thus giving them first access to registering for classes.

Students who complete their program requirements will receive their degree in the program in which they are currently enrolled. For students who are unable to complete their program in the reasonable timeline, students would be required to change their program of study or transfer to another institution. Transition Coordinators will provide support for students in changing their program of study or transferring to another institution.

Some students may prefer to change their program to a related area. In those cases, all normal processes for admission to a new program would apply, with the exception that the application fee would be waived. For undergraduate students, the standard College Degree Major Advisor change process would be used.

No students would be admitted or allowed to matriculate into one of the impacted programs, as of December 6, 2025. No new applications will be accepted in one of the impacted programs effective December 6, 2025. Applicants and students yet to matriculate will receive information about alternative opportunities at UNL and will be offered an application fee refund if canceling their application for admission.

Impacted programs will appear for the last time in the 2026-27 Graduate/Undergraduate Catalogs with information about the program status and completion pathways.

Transition Coordinators

Colleges will identify a Transition Coordinator to help support students as they work to successfully navigate completing their degree at UNL. Transition Coordinators are responsible for keeping track of the completion pathways and the variations dependent on student scenarios (e.g. credit hours earned). They work with the advising leaders and faculty to ensure that the courses or substitutions are available, and the Office of the University Register for assistance with priority registration and course waitlists. They regularly communicate updates with students, faculty and staff. The Transition Coordinators monitor and manage program completion. They are responsible for notifying campus administration about any issues.

Transition Coordinators provide a central place for students to go with questions regarding degree completion. They will focus on how to help students complete their program by triaging their needs in communication with the department/faculty offering the courses and experiences. Transition Coordinators will complement support provided by professional academic advisors and faculty advisors, academic navigators, and graduate chairs about academic concerns. They will refer students to other support services as needed.

Student Support

There are a number of student support services always available to students. Financial aid and scholarship concerns would be referred to [Husker Hub](#). Student Advocacy and Support is available to provide individualized support to students in navigating University policies and resources and supports students in their development of their self-efficacy and self-advocacy. For emotional support, counselors are available through [CAPS](#). International students with concerns about implications to their visa status will be referred to [ISSO](#). Students with concerns about VA benefits would be referred to the Military and Veteran Success Center.

Budget and Resources

Resources will be made available to support completion pathways. The permanent budget reduction would be fully realized as of July 1, 2027.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs

December 5, 2025

AGENDA ITEM: Proposal to eliminate the Department of Textiles, Merchandising and Fashion Design and the associated academic programs in the College of Education and Human Sciences at the University of Nebraska-Lincoln.

☐ **Review** ☒ **Review + Action** ☐ **Action** ☐ **Discussion**

☐ *This is a report required by Regents' Policy.*

PRESENTERS: David S. Jackson, Interim Provost

PURPOSE & KEY POINTS

The proposed elimination includes the Department of Textiles, Merchandising and Fashion Design (TMFD), Bachelor of Science in Education and Human Sciences in Textiles, Merchandising and Fashion Design, Master of Arts in Textiles, Merchandising and Fashion Design, Master of Science in Textiles Merchandising and Fashion Design, and the Graduate Certificate in Quilt Studies. The associated minors and PhD specializations will also be eliminated.

The proposal is part of the budget reduction plan and is designed to achieve a savings of \$1,450,000 through the elimination of 11 positions. As of the Fall 2025 census, a total of 84 students were enrolled in the majors proposed for elimination. Students will be assigned a transition coordinator to navigate completing their degrees.

The faculty governance processes set by UNL and the NU Graduate College have been completed. The UNL Academic Planning Committee supported the recommendation to eliminate this program.

The Executive Graduate Council voted on October 28, 2025 to recommend that the MA and MS in TMFD and the Graduate Certificate in Quilt Studies be retained.

BACKGROUND INFORMATION

Section 1.6 of the *Bylaws of the Board of Regents* provides that, "Approval of the Board shall be required for...(c)...or the consolidation or elimination of any administrative unit, academic unit, department or school or division or administrative business unit upon recommendation of the CEO/President."

Section 2.9 of the *Bylaws of the Board of Regents* provides that, “No curriculum leading to a degree or certificate shall be... discontinued without the approval of the Board.”

RECOMMENDATION

The President recommends approval of the Chancellor’s proposed eliminations.

SUMMARY-TRANSITIONING OR ELIMINATING AN ACADEMIC PROGRAM							
CAMPUS AND NAME OF PROGRAM: University of Nebraska-Lincoln, Department of Textiles, Merchandising, & Fashion Design and associated programs							
Date of Board approval: December 5, 2025							
If a degree, estimated date of final degree completions: Fall 2029							
Annual Program Savings*	Permanent Reductions		Brief Explanation				
	FTE	Savings	Elimination of the Department and programs will achieve savings through 9 faculty positions, 2 staff, graduate assistant positions, and general operating. Programs/Units to be Eliminated: Department of Textiles, Merchandising, & Fashion Design (TMFD), BSEH in TMFD, MA TMFD, MS TMFD, Graduate Certificate in Quilt Studies				
Reduction in Faculty**	8.75	\$ 1,171,023.00					
Reduction in Staff**	2	\$ 121,600.00					
All Other Savings***		\$ 157,377.00					
Total Annual Savings		\$ 1,450,000.00					
*Annual Savings at Teachout; **Total salary and benefits savings; ***Total of any additional savings on an annualized basis.							
AAU Recognition Potential Impact: []Very Negative []Negative [X]None []Positive []Very Positive []Not Applicable							
AAU Recognition Criterion Impacted (If any):							
For Degrees: Program Enrollment							
BSEH TMFD	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 20 Census
Number of Majors*	101	94	91	83	75	220	61
Number of Degrees Granted	22	22	21	14	17	96	
MA TMFD	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors*	12	9	11	16	16	34	13
Number of Degrees Granted	5	4	2	3	3	17	
MS TMFD	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors*	5	3	2	3	3	10	5
Number of Degrees Granted	2	0	0	2	0	4	
Grad Cert Quilt Studies	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors*	8	6	5	9	8	25	8
Number of Degrees Granted	1	1	4	2	1	9	
Total	AY 20-21	AY 21-22	AY 22-23	AY 23-24	AY 24-25	Total	Fall 25 Census
Number of Majors**	125	112	109	110	99	282	84
Number of Degrees Granted	30	27	27	21	21	126	

*Number of majors is unique students, total is based on unique students, not the sum of enrollment.

**Yearly total is number of unique students across all programs, overall total is number of unique students in 5-year period

***All degrees granted are counted, may be multiple per student

University of Nebraska Deletion of Academic Unit

I. Descriptive Information

Name of Campus Proposing New Academic Unit
University of Nebraska-Lincoln
Name of Current Academic Unit
Department of Textiles, Merchandising and Fashion Design
Administrative Unit(s) [e.g. college, division, etc.]
College of Education and Human Sciences
Academic Program(s) Housed in the Academic Unit
See chart below

II. Details

A. Overview and Justification for the deletion of the Unit

The *2025 UNL Budget Reduction Summary* found in the appendices provides the general overview of the impetus of the budget reduction exercise and the resulting proposed eliminations of academic programs.

Textiles, Merchandizing, and Fashion Design (TMFD) is one of the lowest performing units by UNL metrics analyses for instruction and research. The department had negative scores on 8 out of 9 instructional metrics and negative scores on 5 out of 7 research metrics. More information about the *Resource Metrics Justification* can be found in the appendices.

TMFD is a unique program at UNL and within the state of Nebraska. However, TMFD has seen a declining number of majors and is a program that is not at the core of the mission of the College of Education and Human Sciences. While none of the educational pathways within TMFD are slated to be retained, faculty with expertise in closely related fields in other units may be hired into vacant faculty positions at UNL.

It is expected that due to the interrelatedness of the disciplinary area with other programs at UNL, approximately 85% of undergraduate student enrollment would be maintained in other majors at UNL, and 15% of graduate student enrollment would be maintained in closely related programs at UNL. Approximately 36% of new first-time freshmen earn degrees in the same program in which they started.

The full list of programs that are administratively housed in the Department of Textiles, Merchandising and Fashion Design is provided. Italicized listings do not require approval for elimination from the UNL Academic Planning Committee, the Board of Regents, or Nebraska's Coordinating Commission for Postsecondary Education. We have included them in this table for completeness.

Program Name	GR/UG	Program Type	Plan Codes
Textiles, Merchandising and Fashion Design BSEH <i>Includes four options: 1) Textile and Apparel Design; 2) Textile Science; 3) Merchandising; and 4) Communications</i>	Undergraduate	Major/Degree	TMFD-BSEH TMFD-MAJ TMFD-TCOMD TMFD-TDESD TMFD-TMERD TMFD-TSCID
Textiles, Merchandising and Fashion Design MA <i>Includes two graduate specializations: 1) Apparel Design; and 2) Material Culture & Textile Studies</i>	Graduate	Major/Degree	TMFD-MA TMFD-GMAJ APPR-SPC MCTS-SPC
Textiles, Merchandising and Fashion Design MS <i>Includes two graduate specializations: 1) Merchandising; and 2) Textile Science</i>	Graduate	Major/Degree	TMFD-MS TMFD-GMAJ MRCH-SPC TXSC-SPC
Quilt Studies Graduate Certificate	Graduate	Certificate	QLTS-GCER
<i>Apparel Design undergraduate minor</i>	<i>Undergraduate</i>	<i>Minor</i>	<i>APPR-MIN</i>
<i>Merchandising undergraduate minor</i>	<i>Undergraduate</i>	<i>Minor</i>	<i>MERC-MIN</i>
<i>Textiles undergraduate minor</i>	<i>Undergraduate</i>	<i>Minor</i>	<i>TEXT-MIN</i>
<i>TMFD Merchandise Track undergraduate minor</i>	<i>Undergraduate</i>	<i>Minor</i>	<i>BMKM-MIN</i>
<i>Textiles, Merchandising and Fashion Design graduate minor</i>	<i>Graduate</i>	<i>Minor</i>	<i>TMFD-GMIN</i>
Graduate Specializations within Human Sciences PhD* 1. <i>Apparel Design</i> 2. <i>Material Culture and Textile Studies</i> 3. <i>Merchandising</i> 4. <i>Textile Science</i> 5. <i>Textiles, Merchandising and Fashion Design</i>	Graduate	Major/Degree	HUMS-PHD-APPR-SPC HUMS-PHD-MCTS-SPC HUMS-PHD-MRCH-SPC HUMS-PHD-TMFD-SPC HUMS-PHD-TXSC-SPC

*The PhD in Human Sciences is not being deleted, only the graduate specializations listed above that are administratively serviced by the Department of Textiles, Merchandising and Fashion Design will be deleted. The PhD in Human Sciences will retain the following graduate specializations: 1) Biochemical and Molecular Nutrition; 2) Child Development/Early Childhood Education; 3) Communication Disorders; 4) Community Nutrition & Health Promotion; 5) Global Family Health & Wellbeing; 6) Leadership Studies; and 7) Nutrition and Health Sciences.

B. Plan for the Implementation of the Deletion of the Unit

1. Current Students

There are 150 currently enrolled students (84 majors) who will be affected by the deletion of the Department of Textiles, Merchandising and Fashion Design (*as of Fall 2025 census*).

Undergraduate Students

There are currently 61 undergraduate students in the Textiles, Merchandising and Fashion Design undergraduate degree program and 63 in the undergraduate minors.

Graduate Students

There are currently 13 MA students and 5 MS students in the Textiles, Merchandising and Fashion Design graduate program. There are 9 Human Sciences PhD students with graduate specializations in one of the Textiles, Merchandising and Fashion Design areas of study. There are 8 students in the Quilt Studies Graduate Certificate program, and no students in the graduate minor.

Program Name	Program Type	Current Students
Textiles, Merchandising and Fashion Design BSEH	Major/Degree	61
Textiles, Merchandising and Fashion Design MA	Major/Degree	13
Textiles, Merchandising and Fashion Design MS	Major/Degree	5
<i>Apparel Design undergraduate minor</i>	<i>Minor</i>	<i>18</i>
<i>Merchandising undergraduate minor</i>	<i>Minor</i>	<i>42</i>
<i>Textiles undergraduate minor</i>	<i>Minor</i>	<i>2</i>
<i>TMFD Merchandise Track undergraduate minor</i>	<i>Minor</i>	<i>1</i>
<i>Textiles, Merchandising and Fashion Design graduate minor</i>	<i>Minor</i>	<i>0</i>
Quilt Studies Graduate Certificate	Certificate	8
<i>Human Sciences PhD, graduate specialization: Apparel Design</i>	<i>Specialization</i>	<i>2</i>
<i>Human Sciences PhD, graduate specialization: Material Culture and Text Studies</i>	<i>Specialization</i>	<i>2</i>
<i>Human Sciences PhD, graduate specialization: Merchandising</i>	<i>Specialization</i>	<i>2</i>
<i>Human Sciences PhD, graduate specialization: Textiles Merchandising & Fashion Design</i>	<i>Specialization</i>	<i>2</i>
<i>Human Sciences PhD, graduate specialization: Textile Science</i>	<i>Specialization</i>	<i>1</i>

(as of Fall 2025 census)

The university is wholly committed to student success and minimizing disruption to degree completion. Colleges will identify a Transition Coordinator to help support students as they work to successfully navigate completing their degree at UNL. Programs will continue to appear in the 2026-27 Undergraduate and Graduate Catalogs and will include information about completion pathways. Student completion pathways will be aligned with expectations of the Higher Learning Commission.

More information about the *Completion Pathways* can be found in the appendices.

New Students

All recruitment efforts would end upon BOR approval of the proposed program elimination, no new Applications for Admission would be accepted, and no students would be admitted or allowed to matriculate as of December 6, 2025.

As of October 1, there are 4 undergraduate students admitted for Spring 2026 or later. There are 30 new graduate students admitted for Spring 2026 or later.

Applicants and students yet to matriculate will be counseled about alternative majors and programs at UNL and offered a refund for application fees if the application is cancelled. As of October 1, there was 1 BSEH applicant, 7 MA applicants, 11 MS applicants, 23 PhD program applicants.

2. Current Faculty and Staff

There are 7 tenured faculty, 1 tenure-leading, 1 specialized faculty, and 2 other faculty in the Department of Textiles, Merchandising and Fashion Design. There are 2 staff in the Department (*as of Fall 2025 HR census*).

Faculty and staff must be available to support student degree completion. The permanent budget reduction would be fully realized effective July 1, 2027. Alternative funding would be identified beyond FY27.

The student completion pathways will inform the teaching and research capacity needed to complete the closure of the programs. The main goal is to support all students impacted by the program closures and ensure their success with the least possible disruption to degree completion. Closure will accommodate reasonable student completion pathways, reflect student enrollment, and account for natural employee attrition. Faculty will receive a minimum of a 12-months' notice about their end of employment, unless in positions like lecturer in which the normal policies allow for appointments to expire at the end of the stated term without notice.

Some faculty may be retained in other units, preserving both educational pathways and research expertise within the disciplinary area of earth and atmospheric sciences.

Additional information about the faculty and staff in the Department of Textiles, Merchandising and Fashion Design is provided in the table below, including current graduate assistants.

Category	Tenure Status	FTE
Chairperson	Tenured	0.50
Faculty - Tenure Line	Pre-tenure	1.00
Faculty - Tenure Line	Tenured	6.50
Faculty - Specialized	Not eligible	1.00
Faculty - Temporary Lecturer	Not eligible	0.40
Staff - Office/Service	Not eligible	2.00
Graduate Assistant	Not eligible	3.43

(as of Fall 2025 HR census)

3. Impact on Curriculum and Subject Codes

The TMFD coursework and subject prefix code will be phased out and deleted.

4. Accreditation

The Master of Arts and Master of Science in Textiles Merchandising and Fashion Design is accredited by the National Association of Schools of Art and Design. The College of Education and Human Sciences will contact the accrediting body and notify them of the program end date.

Additionally, the Textiles, Merchandising and Fashion Design Master of Science with a specialization in Merchandising is part of the Innovative Digital Education Alliance (IDEA) Consortium. The College of Education and Human Sciences will notify IDEA that the program is ending.

C. Impact on Resources

1. Fiscal

A total budget reduction of \$1,450,000 will be achieved through the elimination of the Department of Textiles, Merchandising and Fashion Design. This is the total permanent budget within the Department of Textiles, Merchandising and Fashion Design. The reductions consist of permanent budget that supports faculty, graduate assistants, staff and operations.

2. Human

Permanent budget reductions will be achieved through the elimination of permanent budget that supports 9 faculty FTE, inclusive of one department chair position; two staff members; and the general operating budget, including graduate student assistantship funding.

Budget Category	FTE	Cost Savings
Faculty	8.25	\$1,088,971
Staff	2.00	\$ 121,600
Administrators	0.50	\$ 82,052
Graduate Assistants		\$ 135,821
General Operating		\$ 21,556
Total Expenses		\$1,450,000

3. Physical

Following campus policies, vacant space will be returned to the Chancellor for reassignment.

4. Budget Projections [Table 1, 2 and 3]

Table 1: Expenses

All permanent budget reductions assume a two-year phase out period for \$1.45M, with a 50% reduction in year two.

Table 2: Revenue Sources

Permanent General State Aided revenue sources are assumed to be on a two-year phase out period for \$1.45M, with a 50% reduction in year two.

Table 3: Tuition and Fees

Future undergraduate enrollment assumes that 85% of the fall 2025 enrollment in Textiles, Merchandising, and Fashion Design BSEH will be maintained year over year in other programs at UNL. Undergraduates complete an average of 30 credit hours a year. The base resident tuition rate of \$291/credit hour is used in the tables for the purposes of this exercise.

Future graduate enrollment assumes only 15% of the fall 2025 enrollment in Textiles, Merchandising, and Fashion Design MA/MS; Human Sciences PhD with specializations in TMFD will be maintained in other programs at UNL. Graduate study is more specialized than at the undergraduate level, making it less likely to retain more of the graduate student enrollment from eliminated programs. TMFD graduate students complete 18 credit hours a year. The base resident tuition rate of \$383/credit hour is used in the tables for the purpose of this exercise.

University of Nebraska Deletion of Major or Program

I. Descriptive Information

Name of Campus Proposing Deletion
University of Nebraska-Lincoln
Full Name of Program
Textiles, Merchandising and Fashion Design
Degree or Credential Awarded to Graduates of the Program
BSEH
CIP Code: 6 digit
19.0901
Subject Code
TMFD
Administrative Unit(s) for the Program
Department of Textiles, Merchandising and Fashion Design
Program is Currently Offered
☒ On-campus ☐ Online (asynchronous) ☐ Synchronous Distance ☐ Hybrid/Blended of Selected
Program leads to licensure or certification
☒ no ☐ yes If yes, explain:
Proposed Date for Deletion of Major, Degree, or Certificate
Fall 2026
Major, Degree or Certificate End Date
Following end of teachout for final students

II. Details

A. Justification for Deletion of the Program

The Bachelor of Science in Education and Human Sciences (BSEH) in Textiles, Merchandising and Fashion Design is proposed for deletion as part of the elimination of the Department of Textiles, Merchandising and Fashion Design. Four undergraduate minors are also proposed for elimination.

B. Plan for Implementation of the Deletion

There are 61 students currently enrolled in the Textiles, Merchandising and Fashion Design BSEH program and another 63 students enrolled in the undergraduate minors. The five-year trend of enrollment in the major and degrees granted is provided below.

Textiles, Merchandising and Fashion Design BSEH					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	101	94	91	83	75
Degrees Granted	22	22	21	14	17

The Textiles, Merchandising and Fashion Design BSEH is currently accredited by the National Association of Schools of Art and Design (NASAD) through 2026. The College of Education and Human Sciences will contact the accrediting body and notify them of the program status. They will work with the accrediting body on all necessary actions to remain in good standing.

University of Nebraska Deletion of Major or Program

I. Descriptive Information

Name of Campus Proposing Deletion
University of Nebraska-Lincoln
Full Name of Program + Degree or Credential Awarded
Textiles, Merchandising and Fashion Design MA Textiles, Merchandising and Fashion Design MS Quilt Studies Graduate Certificate
CIP Code: 6 digit
19.0901
Subject Code
TMFD
Administrative Unit(s) for the Program
Department of Textiles, Merchandising and Fashion Design
Program is Currently Offered
☒ On-campus ☐ Online (asynchronous) ☐ Synchronous Distance ☐ Hybrid/Blended of Selected
Program leads to licensure or certification
☒ no ☐ yes If yes, explain:
Proposed Date for Deletion of Major, Degree, or Certificate
Fall 2026
Major, Degree or Certificate End Date
Following end of teachout for final students

II. Details

A. Justification for Deletion of the Program

The Master of Arts and Master of Science in Textiles, Merchandising and Fashion Design, and the Quilt Studies Graduate Certificate are proposed for deletion as part of the elimination of the Department of Textiles, Merchandising and Fashion Design. This includes deletion of the graduate minor and four graduate specializations within the Human Sciences PhD.

B. Plan for Implementation of the Deletion

There are currently 13 MA students and 5 MS students. There are 8 students in the Quilt Studies Graduate Certificate program, and no students in the graduate minor. The five-year trend of enrollment in the programs and degrees granted is provided below.

Textiles, Merchandising and Fashion Design MA					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	12	9	11	16	16
Degrees Granted	5	4	2	3	3

Textiles, Merchandising and Fashion Design MS					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Number of Majors	5	3	2	3	3
Degrees Granted	2	0	0	2	0

Quilt Studies Graduate Certificate					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Enrollments	8	6	5	9	8
Awarded	1	1	4	2	1

Accreditation

The Textiles, Merchandising and Fashion Design MA and MS are currently accredited by the National Association of Schools of Art and Design (NASAD) through 2026. The College of Education and Human Sciences will contact the accrediting body and notify them of the program status. They will work with the accrediting body on all necessary actions to remain in good standing.

TABLE 1: PROJECTED EXPENSES**CAMPUS AND NAME OF PROGRAM, CENTER OR UNIT: University of Nebraska-Lincoln, Textiles, Merchandising and Fashion Design**

	FY2025-26 Year 1		FY2026-27 Year 2		FY2027-28 Year 3		FY2028-29 Year 4		FY2029-30 Year 5		Total Cost	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty ¹	8.75	\$1,171,023	4.38	\$585,512	-	\$0	-	\$0	-	\$0		\$1,756,535
Professional ²	1.00	\$45,337	0.50	\$22,669	-	\$0	-	\$0	-	\$0		\$68,006
Graduate assistants ³	-	\$135,821	-	\$67,911	-	\$0	-	\$0	-	\$0		\$203,732
Support staff ⁴	1.00	\$76,263	0.50	\$38,132	-	\$0	-	\$0	-	\$0		\$114,395
Subtotal		\$1,428,444		\$714,222		\$0		\$0		\$0		\$2,142,666
Operating												
General Operating ⁵		\$21,556		\$10,778		\$0		\$0		\$0		\$32,334
Equipment												\$0
New or renovated space												\$0
Library/Information Resources												\$0
Other												\$0
Subtotal		\$21,556		\$10,778		\$0		\$0		\$0		\$32,334
Total Expenses ⁶		\$1,450,000		\$725,000		\$0		\$0		\$0		\$2,175,000

¹ Salary and benefits for faculty in the program.² Salary and benefits for managerial/professional staff in the program.³ Permanent budget for graduate assistant stipends and benefits in the program.⁴ Permanent budget for office/service staff in the program.⁵ Permanent budget for general operating expenses in the program.⁶ All expenses assume a two-year phase out period, with a 50% reduction in expenses in year two.

TABLE 2: REVENUE SOURCES**CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: University of Nebraska-Lincoln, Textiles, Merchandising and Fashion Design**

	FY2025-26 Year 1	FY2026-27 Year 2	FY2027-28 Year 3	FY2028-29 Year 4	FY2029-30 Year 5	Total
Existing Funds ¹	\$1,450,000	\$725,000	\$0	\$0	\$0	\$2,175,000
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees						\$0
Other Funding						\$0
1						\$0
2						\$0
3						\$0
Total Revenue	\$1,450,000	\$725,000	\$0	\$0	\$0	\$2,175,000

¹ Assumes a four-year phase out period, with a 50% reduction in resources in year two.

Completion Pathways

The University is wholly committed to student success and minimizing disruption to degree completion. Student completion pathways will be aligned with expectations of the Higher Learning Commission.

Pathway Development

Planning will begin with an analysis of active student cohorts, course enrollments, curricular mapping, and enrollment projections. Faculty, advisors, and Transition Coordinators will review standard substitutions and determine additional options that would be available. For some programs, exploring and understanding offerings at other NU campuses or peer institutions might be a reasonable component.

For graduate programs, faculty, graduate chairs, department chairs, and the Dean and staff in the Office of Graduate Studies will work closely with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations.

For undergraduate programs, faculty, department chairs, college dean's offices and the Senior Associate Vice Chancellor and Dean of Undergraduate Education will work with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations. The Dean of Undergraduate Education will work with members of the Academic Solutions Council to ensure partnering academic departments (e.g. those that offer general education, ACE requirements) could support the various completion pathways.

Pathway Guidelines

All students in impacted programs will receive information about the completion pathway and the time period for which these opportunities will be available. All students in impacted programs will be assigned first priority registration appointments, thus giving them first access to registering for classes.

Students who complete their program requirements will receive their degree in the program in which they are currently enrolled. For students who are unable to complete their program in the reasonable timeline, students would be required to change their program of study or transfer to another institution. Transition Coordinators will provide support for students in changing their program of study or transferring to another institution.

Some students may prefer to change their program to a related area. In those cases, all normal processes for admission to a new program would apply, with the exception that the application fee would be waived. For undergraduate students, the standard College Degree Major Advisor change process would be used.

No students would be admitted or allowed to matriculate into one of the impacted programs, as of December 6, 2025. No new applications will be accepted in one of the impacted programs effective December 6, 2025. Applicants and students yet to matriculate will receive information about alternative opportunities at UNL and will be offered an application fee refund if canceling their application for admission.

Impacted programs will appear for the last time in the 2026-27 Graduate/Undergraduate Catalogs with information about the program status and completion pathways.

Transition Coordinators

Colleges will identify a Transition Coordinator to help support students as they work to successfully navigate completing their degree at UNL. Transition Coordinators are responsible for keeping track of the completion pathways and the variations dependent on student scenarios (e.g. credit hours earned). They work with the advising leaders and faculty to ensure that the courses or substitutions are available, and the Office of the University Register for assistance with priority registration and course waitlists. They regularly communicate updates with students, faculty and staff. The Transition Coordinators monitor and manage program completion. They are responsible for notifying campus administration about any issues.

Transition Coordinators provide a central place for students to go with questions regarding degree completion. They will focus on how to help students complete their program by triaging their needs in communication with the department/faculty offering the courses and experiences. Transition Coordinators will complement support provided by professional academic advisors and faculty advisors, academic navigators, and graduate chairs about academic concerns. They will refer students to other support services as needed.

Student Support

There are a number of student support services always available to students. Financial aid and scholarship concerns would be referred to [Husker Hub](#). Student Advocacy and Support is available to provide individualized support to students in navigating University policies and resources and supports students in their development of their self-efficacy and self-advocacy. For emotional support, counselors are available through [CAPS](#). International students with concerns about implications to their visa status will be referred to [ISSO](#). Students with concerns about VA benefits would be referred to the Military and Veteran Success Center.

Budget and Resources

Resources will be made available to support completion pathways. The permanent budget reduction would be fully realized as of July 1, 2027.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs**December 5, 2025**

AGENDA ITEM: Proposal to combine the Department of Entomology and the Department of Plant Pathology, creating a new multidisciplinary academic School in the Institute of Agriculture and Natural Resources at the University of Nebraska-Lincoln.

☐ **Review** ☒ **Review + Action** ☐ **Action** ☐ **Discussion**

☐ *This is a report required by Regents' Policy.*

PRESENTERS: David S. Jackson, Interim Provost

PURPOSE & KEY POINTS

This proposal is part of the budget reduction plan as recommended by Chancellor Bennett and would result in a savings of \$1,000,000 by realigning two existing departments into an interdisciplinary school. Savings will be realized by open positions, attrition, and the VSIP program. If approved, the framework for the new school, including name, will be developed in Spring 2026.

BACKGROUND INFORMATION

Section 1.6 of the *Bylaws of the Board of Regents* provides that, "Approval of the Board shall be required for...(c)...or the consolidation or elimination of any administrative unit, academic unit, department or school or division or administrative business unit upon recommendation of the CEO/President."

RECOMMENDATION

The President recommends approval of the Chancellor's proposed eliminations.

University of Nebraska

New Academic Unit

Academic units include colleges, departments, and schools
Note: Use Centers template for Centers, Bureaus and Institutes

I. Descriptive Information

Name of Campus Proposing New Academic Unit
University of Nebraska-Lincoln
Name of Proposed Academic Unit
School – Name to be determined
Administrative Unit(s) for the new Academic Unit
A new school will be composed of the Departments of Entomology and Plant Pathology
Academic Programs to be Housed in the new Academic Unit
All existing degrees, minors, and certificates offered by the Departments of Entomology and Plant Pathology will be retained.
Proposed Date the New Unit will be Initiated
AY 2026-2027
Date Approved by the Governing Board

II. Details

A. Purpose of the Proposed Unit:

The *2025 UNL Budget Reduction Summary* found in the appendices provides the general overview of the impetus of the budget reduction exercise.

This proposal is part of the budget reduction plan as recommended by Chancellor Bennett and would result in a savings of \$1,000,000 by realigning two existing departments – Entomology and Plant Pathology - into an interdisciplinary school. Savings will be realized by open positions, natural attrition, and the VSIP program. If approved, the framework for the new school, including name, will be developed in Spring 2026.

B. Description of the Proposed Unit:

The Departments of Entomology and Plant Pathology will be integrated into a new interdisciplinary school. This integration will ensure that teaching, research, and Extension remain aligned with workforce priorities and the long-term vitality of Nebraska's economy and communities. All existing degrees, minors and certificates offered by the Departments of Entomology and Plant Pathology will continue to be offered.

C. Plan for Implementation:

The faculty from the two existing units working alongside administration will have Spring 2026 to develop the framework for the new school—including the name, operational guidelines, bylaws, promotion and tenure processes, and other faculty governance structures.

III. Review Criteria

A. Centrality to Campus Role and Mission

Nebraska agriculture and natural resources contribute more than \$30 billion annually to the state's economy, and the need for expertise in entomology and plant pathology and the workforce needs across the state have never been greater. As a land-grant institution, UNL has a responsibility to sustain and grow essential areas of expertise that support Nebraska's number one economic industry—agriculture. This integration ensures that our teaching, research, and Extension efforts remain tightly aligned with workforce needs and the long-term vitality of Nebraska's economy and communities.

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

Retaining and elevating these disciplines within a new school is integral to advancing the University of Nebraska's Strategic Priorities. These disciplines are foundational to addressing critical challenges in agricultural productivity, biosecurity, environmental sustainability, and rural economic development—all of which are central to the university's land-grant mission.

By integrating these disciplines into a new school, the university reinforces its commitment to:

- **Research and Innovation:** Entomology and plant pathology drive cutting-edge research in pest management, disease resistance, and ecosystem health, contributing to Nebraska's leadership in agricultural sciences.
- **Workforce Development:** These fields prepare students for high-impact careers in agriculture, biotechnology, and environmental stewardship, supporting the state's workforce needs.
- **Community and Industry Engagement:** Faculty, including Extension Specialists, in these disciplines provide vital support to producers, agribusinesses, and communities across Nebraska, ensuring science-based solutions reach those who need them most.
- **Global Impact:** Expertise in entomology and plant pathology positions the university to contribute to global food security and climate resilience, enhancing its reputation and influence worldwide.

In short, retaining and elevating these disciplines within the new school ensures that the University of Nebraska continues to lead in solving real-world problems, fulfilling its strategic vision, and serving the people of Nebraska and beyond.

C. Consistency with the [Comprehensive Statewide Plan for Post-Secondary Education](#)

Retaining expertise in entomology and plant pathology within the new school is fully consistent with the Comprehensive Statewide Plan for Post-Secondary Education. These disciplines directly support the plan's goals of:

- Meeting the educational, research, and service needs of Nebraska: Entomology and plant pathology are critical to the state’s agricultural economy, natural resource management, and public health. Maintaining strong programs in these areas ensures the university continues to meet the evolving needs of Nebraska’s communities and industries.
- Promoting academic excellence and innovation: These fields contribute to high-impact research in areas such as integrated pest management, crop disease prevention, and climate-resilient agriculture. Their continued presence strengthens interdisciplinary collaboration and innovation across the university.
- Supporting workforce development and economic competitiveness: Graduates trained in these disciplines are essential to Nebraska’s agricultural and environmental sectors. Retaining this expertise ensures the university remains a pipeline for skilled professionals who drive economic growth and sustainability.
- Ensuring access and responsiveness: Through Extension and engagement, faculty in entomology and plant pathology provide timely, science-based solutions to producers, educators, and citizens across the state—aligning with the plan’s emphasis on responsiveness to local and statewide needs.

In short, preserving these areas of expertise within the new school not only aligns with the Comprehensive Statewide Plan—it strengthens the university’s ability to fulfill its mission as a land-grant institution and serve Nebraska’s future.

D. Evidence of Need and Demand

1. Need:

Budget savings

2. Demand:

Budget savings

E. Avoidance of Unnecessary Duplication

No duplication within the NU system

F. Adequacy of Resources:

1. Faculty/Staff – No new resources are needed
2. Physical Facilities and Equipment - No new resources are needed
3. Library/Informational Resources – No new resources are needed
4. Budget Projections

Table 1: Projected Expenses

Table 2: Revenue Sources for Projected Expenses

TABLE 1: PROJECTED EXPENSES

CAMPUS AND NAME OF PROGRAM, CENTER OR UNIT: UNL; Realigning two existing departments – Entomology and Plant Pathology - into a new interdisciplinary school

	(FY 2027) Year 1		(FY 2028) Year 2		(FY 2029) Year 3		(FY 2030) Year 4		(FY 2031) Year 5		Total Cost	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty ¹	1	-\$264,000	3	-\$736,000		\$0		\$0		\$0		-\$1,000,000
Professional		\$0		\$0		\$0		\$0		\$0		\$0
Graduate assistants		\$0		\$0		\$0		\$0		\$0		\$0
Support staff		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal		-\$264,000		-\$736,000		\$0		\$0		\$0		-\$1,000,000
Operating												
General Operating		\$0		\$0		\$0		\$0		\$0		\$0
Equipment		\$0		\$0		\$0		\$0		\$0		\$0
New or renovated space		\$0		\$0		\$0		\$0		\$0		\$0
Library/Information Resources		\$0		\$0		\$0		\$0		\$0		\$0
Other		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal		\$0		\$0		\$0		\$0		\$0		\$0
Total Expenses		-\$264,000.00		-\$736,000.00		\$0.00		\$0.00		\$0.00		-\$1,000,000.00

¹Savings of \$1M will be realized by open positions, natural attrition, and the VSIP program. The (negative) expenses shown represent permanent budget savings, but are only shown for the year in which the savings occur.

TABLE 2: REVENUE SOURCES

CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNL; Realigning two existing departments – Entomology and Plant Pathology - into a new interdisciplinary school

	FY(2027) Year 1	(FY2028) Year 2	(FY2029) Year 3	(FY2030) Year 4	(FY2031) Year 5	Total
Existing Funds ¹	\$0	\$0	\$0	\$0	\$0	\$0
Required New Public Funds	\$0	\$0	\$0	\$0	\$0	\$0
1. State Funds	\$0	\$0	\$0	\$0	\$0	\$0
2. Local Tax Funds (community colleges)	\$0	\$0	\$0	\$0	\$0	\$0
Tuition and Fees	\$0	\$0	\$0	\$0	\$0	\$0
Other Funding	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0

¹No new funding needed to create new interdisciplinary school, using existing state appropriated funds from the Departments of Entomology and Plant Pathology.

Completion Pathways

The University is wholly committed to student success and minimizing disruption to degree completion. Student completion pathways will be aligned with expectations of the Higher Learning Commission.

Pathway Development

Planning will begin with an analysis of active student cohorts, course enrollments, curricular mapping, and enrollment projections. Faculty, advisors, and Transition Coordinators will review standard substitutions and determine additional options that would be available. For some programs, exploring and understanding offerings at other NU campuses or peer institutions might be a reasonable component.

For graduate programs, faculty, graduate chairs, department chairs, and the Dean and staff in the Office of Graduate Studies will work closely with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations.

For undergraduate programs, faculty, department chairs, college dean's offices and the Senior Associate Vice Chancellor and Dean of Undergraduate Education will work with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations. The Dean of Undergraduate Education will work with members of the Academic Solutions Council to ensure partnering academic departments (e.g. those that offer general education, ACE requirements) could support the various completion pathways.

Pathway Guidelines

All students in impacted programs will receive information about the completion pathway and the time period for which these opportunities will be available. All students in impacted programs will be assigned first priority registration appointments, thus giving them first access to registering for classes.

Students who complete their program requirements will receive their degree in the program in which they are currently enrolled. For students who are unable to complete their program in the reasonable timeline, students would be required to change their program of study or transfer to another institution. Transition Coordinators will provide support for students in changing their program of study or transferring to another institution.

Some students may prefer to change their program to a related area. In those cases, all normal processes for admission to a new program would apply, with the exception that the application fee would be waived. For undergraduate students, the standard College Degree Major Advisor change process would be used.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs

December 5, 2025

AGENDA ITEM: Proposal to combine the Department of Agricultural Leadership, Education, and Communication, and the Department of Agricultural Economics, creating a new multidisciplinary academic School in the Institute of Agriculture and Natural Resources at the University of Nebraska-Lincoln.

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' Policy.*

PRESENTERS: David S. Jackson, Interim Provost

PURPOSE & KEY POINTS

This proposal is part of the budget reduction plan as recommended by Chancellor Bennett and would result in a savings of \$1,000,000 by realigning two existing departments into an interdisciplinary school. Savings will be realized by open positions, attrition, and the VSIP program. If approved, the framework for the new school, including name, will be developed in Spring 2026.

BACKGROUND INFORMATION

Section 1.6 of the *Bylaws of the Board of Regents* provides that, "Approval of the Board shall be required for...(c)...or the consolidation or elimination of any administrative unit, academic unit, department or school or division or administrative business unit upon recommendation of the CEO/President."

RECOMMENDATION

The President recommends approval of the Chancellor's proposed eliminations.

University of Nebraska

New Academic Unit

Academic units include colleges, departments, and schools

I. Descriptive Information

Name of Campus Proposing New Academic Unit
University of Nebraska-Lincoln
Name of Proposed Academic Unit
School – Name to be determined
Administrative Unit(s) for the new Academic Unit
A new school will be composed of the Departments of Agricultural Economics and Agricultural Leadership, Education, and Communication
Academic Programs to be Housed in the new Academic Unit
All existing degrees, minors, and certificates offered by the Departments of Agricultural Economics and Agricultural Leadership, Education and Communication will be retained.
Proposed Date the New Unit will be Initiated
AY 2026-2027
Date Approved by the Governing Board

II. Details

A. Purpose of the Proposed Unit:

The *2025 UNL Budget Reduction Summary* found in the appendices provides the general overview of the impetus of the budget reduction exercise.

This proposal is part of the budget reduction plan as recommended by Chancellor Bennett and would result in a savings of \$1,000,000 by realigning two existing departments – Agricultural Economics and Agricultural Leadership, Education, and Communication - into an interdisciplinary school. Savings will be realized by open positions, natural attrition, and the VSIP program. If approved, the framework for the new school, including name, will be developed in Spring 2026.

B. Description of the Proposed Unit:

The Departments of Agricultural Economics and Agricultural Leadership, Education, and Communication will be integrated into a new interdisciplinary school. This integration will ensure that teaching, research, and Extension remain aligned with workforce priorities and the long-term vitality of Nebraska's economy and communities.

All existing degrees, minors, and certificates offered by the Departments of Agricultural Economics and Agricultural Leadership, Education, and Communication will continue to be offered.

C. Plan for Implementation:

The faculty from the two existing units working alongside administration will have Spring 2026 to develop the framework for the new school—including the name, operational guidelines, bylaws, promotion and tenure processes, and other faculty governance structures.

III. Review Criteria

A. Centrality to Campus Role and Mission

Nebraska agriculture and natural resources contribute more than \$30 billion annually to the state's economy, and expertise in agricultural economics, leadership, education, and communication is central to ensuring this economic engine remains strong.

As a land-grant institution, UNL has a responsibility to sustain and grow essential areas of expertise that support Nebraska's number one economic industry—agriculture. With one in four jobs in the state tied to agriculture and natural resources, this integration ensures that our teaching, research, and Extension efforts remain tightly aligned with workforce needs and the long-term vitality of Nebraska's economy and communities.

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

Retaining and elevating the disciplines of Agricultural Economics and Agricultural Leadership, Education, and Communication (ALEC) within a new school is integral to advancing the University of Nebraska's Strategic Priorities. These disciplines are foundational to addressing critical challenges in agricultural productivity, rural economic development, policy innovation, and community engagement—all of which are central to the university's land-grant mission.

By integrating these disciplines into a new school, the university reinforces its commitment to:

- **Research and Innovation:** Agricultural Economics drives research in farm and agribusiness management, policy analysis, and market systems, while ALEC advances scholarship in leadership development, science communication, and educational innovation—contributing to Nebraska's leadership in agricultural and rural studies.
- **Workforce Development:** These fields prepare students for impactful careers in agricultural policy, cooperative extension, education, agribusiness, and rural leadership, directly supporting Nebraska's workforce needs and future-ready communities.
- **Community and Industry Engagement:** Faculty, including Extension Specialists, in Agricultural Economics and ALEC provide vital support to producers, educators, policymakers, and rural communities across Nebraska, ensuring that research-based insights and leadership training reach those who need them most.
- **Global Impact:** Expertise in these disciplines positions the university to contribute to global conversations on food systems, sustainability, and rural development, enhancing its reputation and influence worldwide.

In short, retaining and elevating Agricultural Economics and ALEC within the new school ensures that the University of Nebraska continues to lead in solving real-world problems, fulfilling its strategic vision, and serving the people of Nebraska and beyond.

C. Consistency with the [Comprehensive Statewide Plan for Post-Secondary Education](#)

Retaining expertise in Agricultural Economics and Agricultural Leadership, Education, and Communication (ALEC) within the new school is fully consistent with the Comprehensive Statewide Plan for Post-Secondary Education. These disciplines directly support the plan's goals of:

- Meeting the educational, research, and service needs of Nebraska: Agricultural Economics and ALEC are vital to the state's agricultural economy, rural development, and community vitality. Maintaining strong programs in these areas ensures the university continues to meet the evolving needs of Nebraska's producers, educators, policymakers, and rural communities.
- Promoting academic excellence and innovation: These fields contribute to high-impact research in areas such as agricultural policy, market analysis, leadership development, and science communication. Their continued presence strengthens interdisciplinary collaboration and innovation across the university.
- Supporting workforce development and economic competitiveness: Graduates trained in Agricultural Economics and ALEC are essential to Nebraska's agricultural, educational, and public service sectors. Retaining this expertise ensures the university remains a pipeline for skilled professionals who drive economic growth, sustainability, and civic leadership.
- Ensuring access and responsiveness: Through extension and engagement, faculty in Agricultural Economics and ALEC provide timely, research-based solutions and leadership training to producers, educators, and citizens across the state—aligning with the plan's emphasis on responsiveness to local and statewide needs.

In short, preserving these areas of expertise within the new school not only aligns with the Comprehensive Statewide Plan—it strengthens the university's ability to fulfill its mission as a land-grant institution and serve Nebraska's future.

D. Evidence of Need and Demand

1. Need:

Budget savings

2. Demand:

Budget savings

E. Avoidance of Unnecessary Duplication

No duplication within the NU system

F. Adequacy of Resources:

1. Faculty/Staff – No new resources are needed
2. Physical Facilities and Equipment - No new resources are needed
3. Library/Informational Resources – No new resources are needed
4. Budget Projections
Table 1: Projected Expenses

Table 2: Revenue Sources for Projected Expenses

TABLE 1: PROJECTED EXPENSES

CAMPUS AND NAME OF PROGRAM, CENTER OR UNIT: UNL; Realigning two existing departments – Agricultural Economics and Agricultural Leadership, Education and Communication - into a new interdisciplinary school

	(FY2027) Year 1		(FY2028) Year 2		(FY2029) Year 3		(FY2030) Year 4		(FY2031) Year 5		Total Cost	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty ¹	1	-\$201,530	4	-\$687,000		\$0		\$0		\$0		-\$888,530
Professional		\$0		\$0		\$0		\$0		\$0		\$0
Graduate assistants		\$0		\$0		\$0		\$0		\$0		\$0
Support staff	1	-\$42,400	1	-\$69,070		\$0		\$0		\$0		-\$111,470
Subtotal		-\$243,930		-\$756,070		\$0		\$0		\$0		-\$1,000,000
Operating												
General Operating		\$0		\$0		\$0		\$0		\$0		\$0
Equipment		\$0		\$0		\$0		\$0		\$0		\$0
New or renovated space		\$0		\$0		\$0		\$0		\$0		\$0
Library/Information Resources		\$0		\$0		\$0		\$0		\$0		\$0
Other		\$0		\$0		\$0		\$0		\$0		\$0
Subtotal		\$0		\$0		\$0		\$0		\$0		\$0
Total Expenses		-\$243,930.00		-\$756,070.00		\$0.00		\$0.00		\$0.00		-\$1,000,000.00

¹Savings of \$1M will be realized by open positions, natural attrition, and the VSIP program. The (negative) expenses shown represent permanent budget savings, but are only shown for the year in which the savings occur.

TABLE 2: REVENUE SOURCES

CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNL; Realigning two existing departments – Agricultural Economics and Agricultural Leadership, Education, and Communication - into a new interdisciplinary school

	FY(2027) Year 1	(FY2028) Year 2	(FY2029) Year 3	(FY2030) Year 4	(FY2031) Year 5	Total
Existing Funds ¹	\$0	\$0	\$0	\$0	\$0	\$0
Required New Public Funds	\$0	\$0	\$0	\$0	\$0	\$0
1. State Funds	\$0	\$0	\$0	\$0	\$0	\$0
2. Local Tax Funds (community colleges)	\$0	\$0	\$0	\$0	\$0	\$0
Tuition and Fees	\$0	\$0	\$0	\$0	\$0	\$0
Other Funding	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0

¹No new funding needed to create new interdisciplinary school, using existing state appropriated funds from the Departments of Agricultural Economics and Agricultural Leadership, Education, and Communication.

Completion Pathways

The University is wholly committed to student success and minimizing disruption to degree completion. Student completion pathways will be aligned with expectations of the Higher Learning Commission.

Pathway Development

Planning will begin with an analysis of active student cohorts, course enrollments, curricular mapping, and enrollment projections. Faculty, advisors, and Transition Coordinators will review standard substitutions and determine additional options that would be available. For some programs, exploring and understanding offerings at other NU campuses or peer institutions might be a reasonable component.

For graduate programs, faculty, graduate chairs, department chairs, and the Dean and staff in the Office of Graduate Studies will work closely with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations.

For undergraduate programs, faculty, department chairs, college dean's offices and the Senior Associate Vice Chancellor and Dean of Undergraduate Education will work with current students to provide a reasonable opportunity to finish their course of study. Specifics will be individualized to each program and various student situations. The Dean of Undergraduate Education will work with members of the Academic Solutions Council to ensure partnering academic departments (e.g. those that offer general education, ACE requirements) could support the various completion pathways.

Pathway Guidelines

All students in impacted programs will receive information about the completion pathway and the time period for which these opportunities will be available. All students in impacted programs will be assigned first priority registration appointments, thus giving them first access to registering for classes.

Students who complete their program requirements will receive their degree in the program in which they are currently enrolled. For students who are unable to complete their program in the reasonable timeline, students would be required to change their program of study or transfer to another institution. Transition Coordinators will provide support for students in changing their program of study or transferring to another institution.

Some students may prefer to change their program to a related area. In those cases, all normal processes for admission to a new program would apply, with the exception that the application fee would be waived. For undergraduate students, the standard College Degree Major Advisor change process would be used.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance**December 5, 2025**

AGENDA ITEM: Review and approve Residence Hall Room and Board Rates for the Academic Years 2027-29 at the Nebraska College of Technical Agriculture (NCTA)

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Tiffany Heng-Moss, Interim Vice Chancellor
Kelly Bruns, Interim Executive Director

PURPOSE & KEY POINTS

Approve the Residence Hall Room and Board Rates for the Academic Years' 2027-29 at the Nebraska College of Technical Agriculture (NCTA)

East or West Hall			
<u>Traditional Rooms</u>	<u>2026-2027</u>	<u>2027-2028</u>	<u>2028-2029</u>
Single Occupancy	\$ 4,287	\$ 4,416	\$ 4,548
Double Occupancy	2,862	2,948	3,036
<u>Aggie West Hall</u>			
Single Occupancy	\$ 5,246	\$ 5,403	\$ 5,565
Double Occupancy	3,545	3,651	3,761
<u>Aggie Central Hall</u>			
Four Person Suite	\$ 4,097	\$ 4,220	\$ 4,347
Two Person Suite	6,357	6,548	6,744
<u>Meal Plans</u>			
5 per week	\$ 1,401	\$ 1,443	\$ 1,486
14 per week	3,926	4,044	4,165
18 per week	5,047	5,198	5,354
21 per week	5,885	6,062	6,244

The proposed rates will generate the income required to cover obligations while managing the cost to students. The rates reflect a 4.38% increase in Year 1 and a 3% annual increase in Years 2-3.

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 plan, 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. The Year 1 adjustment of 4.38% reflects accumulated inflationary pressure with Years 2 and 3 capped up to 3% annually.

BACKGROUND INFORMATION

The Board of Regents approved the following Room and Board rates for the 2025-26 Academic Year.

<u>East or West Hall</u>	
<u>Traditional Rooms</u>	<u>2025-2026</u>
Single Occupancy	\$ 4,107
Double Occupancy	2,742
 <u>Aggie West Hall</u>	
Single Occupancy	\$ 5,026
Double Occupancy	3,396
 <u>Aggie Central Hall</u>	
Four Person Suite	\$ 3,925
Two Person Suite	6,090
 <u>Meal Plans</u>	
5 per week	\$ 1,342
14 per week	3,761
18 per week	4,835
21 per week	5,638

RECOMMENDATION

The President recommends approval.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 5, 2025

AGENDA ITEM: Approve the not-to-exceed Residence Hall Room and Board Rates for the Academic Years 2026-28 at the University of Nebraska at Kearney

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Neal Schnoor, Chancellor
Scott Benson, Interim Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

The proposed rates for 2026-28 will generate the income required to cover obligations while managing the cost to students. The rates reflect a not-to-exceed 4% annual increase for students selecting the Explore meal plan residing in a double occupancy basic room, which is the most prevalent rate used today.

Double Room+			
<u>Meals/Week</u>	<u>2026-2027</u>	<u>2027-2028</u>	<u>2028-2029</u>
7 day/20 meals	\$12,620	\$13,126	\$13,650

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 enhancement. 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.

BACKGROUND INFORMATION

On December 2, 2022, the Board of Regents approved the Room and Board rates for double occupancy for the 2023-25 Academic Years at a 3% annual increase.

RECOMMENDATION

The President recommends approval.



BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance

December 5, 2025

AGENDA ITEM: Residence Hall Room and Board Rates for Academic Years 2026-27 through 2028-29 at the University of Nebraska-Lincoln (UNL)

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' Policy.*

PRESENTERS: Dee Dee Anderson, Vice Chancellor for Student Affairs
Anne Barnes, Interim Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

The University of Nebraska-Lincoln’s Housing & Dining Department has proposed the following rates for a double-occupancy room in a traditional hall with an all-access meal plan to be implemented for the 2026-27, 2027-28, and 2028-29 Fiscal Years. The 2026-27 rate reflects a 4.38% increase from 2025-26.

<u>Meals/Wk</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>
All Access	\$13,950	\$14,510	\$15,090

These rates aim to provide a fair offering to commensurate students with each building’s respective amenities, while appropriately covering costs to run these programs and manage debt. A primary objective was to maintain traditional room rate increases at a steady or minimal level, while allowing dining rates to adjust appropriately to address recent inflationary pressures that exceeded previous rate assumptions and created challenges in operating within established budget parameters.

The additional revenue generated from these incremental increases allows for better positioning to cover rising employee wages, food, utilities, supplies, and other necessary operating expenses.

BACKGROUND INFORMATION

Pursuant to Board of Regents policy 5.4.1 the approval of room and board charges must be approved by the Board or Regents and shall insure maximum occupancy.

RECOMMENDATION

The President recommends approval.



BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance

December 5, 2025

AGENDA ITEM: Review and approve Residence Hall Room and Board Rates for Academic Years 2026-2027 through 2028-2029 at the University of Nebraska Omaha (UNO)

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Joanne Li, Chancellor
Carol Kirchner, Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

The proposed rates shown below will generate the income required to cover obligations while managing the cost to students. The room rates reflect a 2.79% average annual increase in 2026-27 for student housing rates at Scott Court, Scott Village, Maverick Village, and University Village. In addition, the 2026-27 Planned Rates increased by \$200 per semester to include UNO Dining Dollars (board) program which was implemented in the Fall of 2024 for students to purchase food at all retail locations.

Resident students receive Dining Dollars (prepaid funds) onto their MavCARD that allows them to buy food and drinks at dining locations on both Dodge and Scott Campuses. The students are provided the flexibility to purchase meals, snacks, and beverages in lieu of a traditional meal plan. All students living on campus are automatically enrolled and receive \$200 per semester, with the option to purchase additional funds.

Rates would increase up to 4% annually for 2027-28 and 2028-29:

2026-27 Planned Rates

	Housing Complex			
	Scott Court	Scott Village	Maverick Village	University Village
Payment Plan				
Semi-Annual (12 Month)	\$8,980	\$8,800	\$8,887	N/A
Semi-Annual (9 Month)	\$8,500	N/A	\$7,700	\$7,400

2027-28 Planned Rates

	Housing Complex			
	Scott Court	Scott Village	Maverick Village	University Village
Payment Plan				
Semi-Annual (12 Month)	\$9,339	\$9,152	\$9,242	N/A
Semi-Annual (9 Month)	\$8,840	N/A	\$8,008	\$7,696

2028-29 Planned Rates

	Housing Complex			
	Scott Court	Scott Village	Maverick Village	University Village
Payment Plan				
Semi-Annual (12 Month)	\$9,713	\$9,518	\$9,612	N/A
Semi-Annual (9 Month)	\$9,194	N/A	\$8,328	\$8,004

The rate increases will help cover cost increases for employee compensation, utilities, supplies and other operating expenses.

BACKGROUND INFORMATION

December 2, 2022 – The Board of Regents approved an up to 3.5% overall average rate increase in the 2023-24, 2024-25 and 2025-26 academic years for student housing rates at Scott Court, Scott Village, Maverick Village, and University Village at the University of Nebraska at Omaha. .

RECOMMENDATION

The President recommends approval.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance**December 5, 2025****AGENDA ITEM:** Approval of contract between Husker Athletics and Anthony Travel, LLC☐ **Review** ☒ **Review + Action** ☐ **Action** ☐ **Discussion**☐ *This is a report required by Regents' policy.***PRESENTERS:** Troy Dannen, Athletics Director
Seth Dorsey, Deputy AD – Internal Operations/CFO**PURPOSE & KEY POINTS**

In January 2016, Husker Athletics issued a request for proposals to identify a full service, on-site travel provider to provide full travel services including commercial airfare, individual business hotel rooms, car rentals, group lodging and meals, and ground transportation. Anthony Travel was selected and has been Husker Athletics full-service travel provider since February 1, 2016. Husker Athletics now wishes to enter into a new agreement with Anthony Travel pursuant to a Master Agreement which was established based on an RFP conducted by Educational and Institutional Cooperative Services, Inc. This new agreement would begin February 1, 2026, and expire on June 30, 2029, with two one-year optional renewals. The agreement includes a monthly management fee, with the initial fee set at \$19,490.91 and an agreed upon 3% annual increase beginning June 1, 2027. The total management fee over the term of the agreement, including optional renewals, is approximately \$1,319,722, except that if Husker Athletics' travel volume increases both parties will discuss adjusting the staffing model and management fee. In addition, Anthony Travel will be paid direct reimbursable expenses for hotels, flights and other travel accommodations it arranges on Husker Athletics' behalf, and these expenses are estimated at approximately \$8,500,000 annually. Board approval is requested pursuant to RP-6.3.1.4.e.

BACKGROUND INFORMATION

The Board approved a contract between Husker Athletics and Anthony Travel in January, 2016, pursuant to a request for proposal issued by UNL for a five-year initial term with options to annually renew up to an additional five years.

RECOMMENDATION

The President recommends approval.

SERVICES AGREEMENT

This SERVICES AGREEMENT (“Agreement”) is made and entered into upon the date of the last signature of both parties, by and between ANTHONY TRAVEL, LLC (“Anthony Travel”) and THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate formed under the laws of the State of Nebraska, for and on behalf of its UNIVERSITY OF NEBRASKA-LINCOLN DEPARTMENT OF INTERCOLLEGIATE ATHLETICS (“Nebraska Athletics”). This Agreement Shall be subject to on-site service configuration terms under “Member Athletic Travel” of the E&I Master Agreement Number EI00371~2023MA (“E&I Cooperative Services Agreement”).

WITNESSETH:

WHEREAS, Anthony Travel desires to provide travel management services to Nebraska Athletics;

WHEREAS, Nebraska Athletics desires that Anthony Travel provide travel management services for Athletics;

NOW, THEREFORE, in consideration of the Premises and the mutual terms, covenants, and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. General.

A. Term. The term of this Agreement shall begin on February 1, 2026, and expire on June 30, 2029 (the “Initial Term”). This Agreement may be renewed for two additional one (1) year terms upon completion of the Initial Term (each of which shall be considered a “Renewal Term”) by (a) a mutual written agreement of the parties or (b) University’s issuance and Anthony Travel’s acceptance, demonstrated by Anthony Travel’s continued performance under this Agreement, of a purchase order. Collectively the Initial Term and any Renewal Terms shall be referred to as the “Term.” For purposes of this Agreement, a Renewal Term shall mean July 1 through June 30 after the conclusion of either the Initial Term or first Renewal Term.

B. Scope. All rights granted to Anthony Travel and services to be performed under this Agreement apply only to University of Nebraska-Lincoln’s Department of Intercollegiate Athletics. This Agreement shall have no force or effect on any other division, department, unit, regional campus or affiliated entity of University of Nebraska.

C. Services, Maintenance, and Environment. Nebraska Athletics shall supply sufficient space in the Athletic Department to provide travel management services for Nebraska Athletics (“Premises”). Nebraska Athletics shall supply the following items for use by each Anthony Travel on-site account manager: secure internet connections to the campus network, a desk, two chairs, file cabinet, campus telephone, and two phone lines per phone. Nebraska Athletics shall also provide such services, including electricity, heat, local telephone service, and janitorial service, as are necessary for Anthony Travel to provide the travel management services. All other items are the responsibility of Anthony Travel.

D. Network connectivity. Nebraska Athletics will provide Anthony Travel with network connectivity and agrees to provide Anthony Travel with IT support regarding such connectivity consistent with the level of service it provides to Nebraska Athletics staff.

E. AT Systems. In connection with the travel management services being provided by AT, AT may need to operate certain information technology systems that are not owned by Nebraska Athletics (“**AT Systems**”), which may need to interface with or connect to Nebraska Athletics’ networks, internet access, or information technology system (“**Nebraska Athletics Systems**”). AT’s operation of any AT Systems which interface with or connect to Nebraska Athletics Systems shall comply with the University of Nebraska Data Security Addendum, which is attached hereto and incorporated herein as **Exhibit “B”**. AT shall be responsible for all AT Systems, and Nebraska Athletics shall be responsible for Nebraska Athletics Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. AT will serve as the merchant of record for any credit or debit card transactions in connection with any of the services provided hereunder and will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (“Data Protection Rules”), including compliance with the University of Nebraska Payment Card Information Addendum, which is attached hereto and incorporated herein as **Exhibit “C”**. AT will make commercially reasonable efforts to execute any needed documents and coordinate with any current or future third-party providers regarding merchant processing services. AT may request Nebraska Athletics consider changes to Nebraska Athletics Systems that interface with or connect to Anthony Travel Systems if such changes are necessary or prudent to support AT’s adherence with the provisions of this Agreement. Any such changes shall be at Nebraska Athletics discretion. For clarity the current systems at Nebraska Athletics’ Facilities (WiFi, hardline, internet servers, etc.) as of the date of this Agreement are considered adequate, and any improvements or repairs hereafter will be mutually agreed upon.

Section 2. Anthony Travel Operational Support.

A. Regular Hours of Operation. Anthony Travel shall provide travel management services for 40 hours a week during the term from Monday through Friday between the hours of 8:00 o’clock a.m. until 5:00 o’clock p.m. local time. Anthony Travel may extend its hours of operation as it deems necessary or desirable. Anthony Travel may close the travel agency on all legal holidays, bank holidays, and Nebraska Athletics holidays.

B. After Hours Support. Anthony Travel will provide after hours, holiday, and weekend emergency travel support through a combination of Anthony Travel’s onsite account manager, as well as Anthony Travel’s designated after-hours personnel. Additionally, Anthony Travel will maintain its relationship with CCRA Solutions which will provide travel support on a 24/7/365 basis.

Section 3. Other Rights and Obligations of Anthony Travel and Nebraska Athletics.

A. Services. Throughout the term of this Agreement, Anthony Travel will provide a wide range of individual, team, and group travel services to Nebraska Athletics, to include scheduled air services, charter air services, hotel rooms, ground transportation vehicles, international team tours, and other services as needed by Nebraska Athletics.

With respect to any air and charter services being provided hereunder, the parties will enter into a Charter Flight Statement of Work in substantially the form attached as **Exhibit A** hereto and incorporated by this reference (each, an “**SOW**”).

B. **Personnel**. Anthony Travel will secure at its own expense all personnel needed to perform the services under this Agreement. Such personnel shall not be employees of, or have any individual contractual relationship with, Nebraska Athletics. Anthony Travel shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Anthony Travel employees shall remain under the direct control of Anthony Travel at all times and Anthony Travel shall be solely responsible for their actions and/or the payment of their salaries, wages or other remuneration. While on Nebraska Athletics Premises, all employees will comply with appropriate Nebraska Athletics policies and will conduct themselves in a manner that will not discredit Nebraska Athletics.

Anthony Travel will offer Nebraska Athletics the opportunity to participate in the interview and selection process for on-site account manager(s). Anthony Travel will have the ultimate responsibility for all hiring and employment issues of the employee.

Nebraska Athletics agrees not to solicit or recruit any employee of Anthony Travel during the term of this Agreement and for two-years after expiration or termination of the Agreement without the express written approval to do so by Anthony Travel. Solicitation by means of a general media solicitation, publication or advertisement shall not constitute a breach of this provision.

C. **Back-up support**. For short-term absences from the office, Anthony Travel will program the phone, if possible, to roll to its back-up sports travel consultants. For planned long-term absences of one or more Anthony Travel personnel of two weeks or more when Nebraska Athletics requests an on-site presence, Anthony Travel will send back-up personnel to service Nebraska Athletics.

E. **Parking**. Anthony Travel and its employees shall have the same parking privileges as is provided to Nebraska Athletics employees, which will consist of the opportunity to purchase a parking permit for UNL parking lot or garage space at the employee's expense.

F. **Reporting**. Anthony Travel shall provide comprehensive reports to Nebraska Athletics that allow Nebraska Athletics to financially manage and audit its travel activities. Both parties shall mutually agree upon the type, content, detail, and periodic delivery of such reports.

Section 4. **Management Fees**.

A. **Base Fee**. Nebraska Athletics will pay Anthony Travel a monthly management fee of \$19,490.91 (\$233,890.92 annually). Fees will be due and payable by the 15th day of each month in the form of check or wire transfer. This payment cannot be paid by credit card. As of June 1, 2027, the management fee shall increase 3% annually.

If Nebraska Athletics' travel volume changes significantly, both parties will discuss adjusting the staffing model and management fee.

B. Commissions. Anthony Travel will retain any commissions earned.

C. Online Booking Tool. If Nebraska Athletics elects to integrate the Online Booking Tool with a Single Sign-On (SSO) and/or Human Resource (HR) Feed, Anthony Travel will pass along fees incurred by the applicable third-party supplier(s). If Nebraska Athletics elects to integrate the OBT with an Expense Management System that requires custom development, Anthony Travel may pass along fees incurred by the applicable third-party supplier(s). This payment cannot be paid by credit card. Anthony Travel will absorb all online booking tool transaction fees.

Section 5. Quality Control.

Anthony Travel will work closely with Nebraska Athletics to assure full compliance with all relevant travel policies and procedures. Anthony Travel will report exceptions and granted exceptions to Nebraska Athletics as part of the regular reporting process.

Anthony Travel shall send out customer surveys once a year to staff designated by Nebraska Athletics requesting feedback on Anthony Travel's performance. The management of Anthony Travel shall meet with the appropriate Nebraska Athletics business staff at least once a year to discuss the survey feedback and any operational issues.

Section 6. Confidentiality.

During the term of this Agreement and thereafter, Anthony Travel shall not disclose or use for the benefit of any person or entity other than Nebraska Athletics any confidential or proprietary information disclosed to Anthony Travel as a result of this Agreement. All information supplied to Anthony Travel by Nebraska Athletics shall remain the property of Nebraska Athletics. Anthony Travel represents that it does not have in its possession and has not used for the benefit of Nebraska Athletics any confidential information or documents belonging to others. Anthony Travel represents that its retention by Nebraska Athletics will not require it to violate any obligation to others, under agreement or otherwise, or to violate any confidence of others. Anthony Travel knows of no written or oral agreement or of any other impediment which would inhibit or prohibit the relationship with Nebraska Athletics provided for herein. Anthony Travel represents that it will not, by signing this Agreement or performing the services provided for herein, violate any rights, including but not limited to intellectual property rights such as trademark, trade secret and copyright, of any other individual or entity.

Section 7: Student Records.

AT acknowledges and understands that Athletics is required to protect certain confidential information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and Nebraska public records laws, including regulations promulgated thereunder, as the laws and regulations may be amended from time to time. Confidential information that is protected under FERPA provided to AT is provided to AT as it is handling an institution service or function that would ordinarily be performed by University employees. AT agrees that it should be obligated to protect this information in its possession or control in accordance with applicable privacy laws and as a "school official" under FERPA. AT further agrees that it is subject to the requirements

governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

“Nebraska Athletics”

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By: _____

Name: Jeffrey P. Gold

Title: President and CEO

Date: _____

Attest: _____

Katie Hoffman, Corporation Secretary

“Anthony Travel”

ANTHONY TRAVEL, LLC

By: _____

Name: Patrick Walsh

Title: Senior Vice President, Collegiate Travel

Date: _____



This Statement of Work (the “SOW”) is entered into pursuant to the [Insert Name of Main Agreement] executed on [Insert Date] (the “Agreement”) between Anthony Travel, LLC (“AT”) and [Insert School] (“Client”) concerning the “Charter Flights” outlined below. (Either AT or Client may hereinafter be referred to individually as a “Party” or collectively as the “Parties”). If there are any conflicts between the terms of this SOW and the Agreement, the terms of this SOW shall control.

For Charter Operations, Client verifies that it is a US Citizen as defined in 14 CFR 380.2 of the United States Department of Transportation Regulations (the “DOT”). Client also verifies the transportation secured by AT as Client’s agent meets the following DOT definition: (check one)
☐ Scheduled Air Transportation ☐ Public Charter ☐ Single Entity Charter ☐ Pro Rata (Affinity) Charter

AT will procure, on behalf of Client, the Charter Flights and corresponding Air Carriers described below.

Air Carrier: [Insert] Aircraft: [Insert] ([X] seats)	Pricing based on [X] passengers	Maximum weight payload: [X] lbs	Base fuel price: \$[X]/gallon
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ROUTING SUMMARY:

DATE	Dept Time	Arr Time	From	To	Price	Notes
[Insert]	TBD	TBD	TBD	TBD	\$(Insert)	
[Insert]	TBD	TBD	TBD	TBD		
[Insert]	TBD	TBD	TBD	TBD	\$(Insert)	
[Insert]	TBD	TBD	TBD	TBD		

SCHEDULE OF PAYMENT

Total Fee (including Charter Price and applicable air Carrier taxes and fees): \$[Insert]

Total due at time of signing: \$[Insert]

Payments shall be made by Wire, ACH to: **(To be confirmed for each SOW)**
Cadence Bank
Anthony Travel LLC
1108 Hwy 182 East, Starkville, MS 39759
Routing number: 062206295
Account number: 5500171441

Contact: Cindy Duley
cindyduley@anthonytravel.com

GENERAL CANCELLATION TERMS (To be updated for each SOW)

The Client agrees to pay a cancellation charge with respect to each cancelled Charter Flight to be computed as follows:

- (i) When the cancellation occurs **more than ninety (90) days** before the Charter Flight is to commence as set forth in the Flight Schedule, the cancellation charge for such Charter Flight shall be ten percent (10%) of the Charter Price therefor;
- (ii) When the cancellation occurs **more than sixty (60) days but less than ninety (90) days** before the Charter Flight is to commence as set forth in the Flight Schedule, the cancellation charge for such Charter Flight shall be thirty percent (30%) of the Charter Price therefor;
- (iii) When the cancellation occurs **more than thirty (30) days but less than sixty (60) days** before the Charter Flight is to commence as set forth in the Flight Schedule, the cancellation charge for such Charter Flight shall be seventy percent (70%) of the Charter Price therefor;
- (iv) When the cancellation occurs **less than thirty (30) days** before such Charter Flight is to commence as set forth in the Flight Schedule, the cancellation charge shall be one hundred percent (100%) of the Charter Price

COVID-RELATED CANCELLATION TERMS (To be updated for each SOW)

If a statutory, regulatory, or government mandate requires cancellation of the event directly related to a Charter Trip due to the COVID-19 pandemic, Customer may, upon reasonable written notice, 45 days prior to the flight, cancel such Charter Trip. Within 45 days, Customer will only be liable to Anthony Travel for cancellation in the amount of the 10% non-refundable deposit of the Charter Trip.

GENERAL TERMS AND CONDITIONS

1. Client has engaged AT to act on Client's behalf as an agent to solicit and procure the Passenger Aircraft Operator (the "**Air Carrier**") that will provide the Charter Flights described in this SOW.
2. On behalf of Charterer, AT shall serve as Charterer's air charter agent for the Charter Flights described in this SOW. In such capacity, AT shall be responsible for arranging certain Charter Flights for and on behalf of the Charterer (the "**Services**"), each as more fully described herein.
3. Charterer understands and acknowledges that in its performance of the Services, AT shall identify and execute written agreements with various Air Carriers and other third parties (e.g. brokers) on behalf of Charterer, and that AT shall not directly provide, nor shall be responsible for the direct provision of, any Charter Flights to the Charterer. Charterer acknowledges and agrees that AT is not a direct air carrier, indirect air carrier and/or charter operator as defined by the United States Department of Transportation (the "**DOT**") Regulations contained in 14 CFR 380 and is not licensed under Federal Aviation Regulation 14 CFR 91, 125, & 135.
4. Upon Charterer's execution of this SOW, AT will be authorized by Charterer to sign such contracts and agreements as necessary to effectuate the Services provided in this SOW, including those with the Air Carrier or other third party for the provision of the Charter Flight(s). Charterer agrees to provide any additional documentation that may be needed to demonstrate that AT has the authority to bind Charterer under such contracts with the Air Carrier. Notwithstanding the foregoing, Charterer agrees that AT shall only sign such contracts directly with an Air Carrier if the Air Carrier agrees to the following language (or substantially similar language), and in the event Air Carrier refuses, Charterer shall sign such contract directly with the Air Carrier: "[Air Carrier] acknowledges and agrees that Anthony Travel, LLC ("AT") is signing this Agreement on behalf of, and for the benefit of Charterer as Charterer's agent. AT's sole obligation to [Air Carrier] under this Agreement is to execute this

Agreement at the direction of Charterer and effect payment in accordance with the terms hereof on behalf of the Charterer, at Charterer's direction. Except for claims or other losses arising due to the willful misconduct and/or negligence of AT, AT shall not be liable for any claims or other losses, financial or otherwise, incurred by [Air Carrier] arising in connection with this Agreement. Notwithstanding the foregoing, Charterer agrees that it will be fully liable for all acts and omissions of AT.

5. Charterer shall remit full payment of the Fees to AT in accordance with the payment schedule outlined above. Failure to make payments in accordance with such schedule may result in the cancelation of the Charter Flights; provided, however, any cancelation due to failure to make timely payments shall not relieve Charterer of its obligation to remit all amounts owed under this SOW. Client shall be responsible for any and all sales, use, or other taxes, fees, permits, and surcharges imposed by any foreign or domestic federal, state, county, or municipal agency/entity in connection with the fulfillment of AT's obligations under this SOW.
6. All Charter Flights, and all Passengers will be subject to the laws, rules, and regulations of the Federal Aviation Administration (the "FAA"), the Transportation Security Administration (the "TSA") and the DOT.
7. A "**Manifest**" is a required name list of every passenger and/or equipment that the Charterer wishes to have on board the Charter Flight. The Manifest shall contain the complete legal name, date of birth and gender of all Passengers scheduled for travel on each Charter Flight. A copy of the Manifest must be given to the Captain prior to the Charter Flight departing. For flight planning purposes as well as FAA security guidelines, a manifest is required 72 hours in advance of the Charter Flight to determine weight and balance for safety, as well as a security check of all proposed Passengers. Actual Passenger and cargo weights may be required as well as a list of all cargo items with dimensions. If the Manifest is not received 72 hours prior there is a possibility of a delay in the departure of the Charter Flight. If a Passenger is added less than 72 hours prior to departure of a Charter Flight, Passenger may be refused boarding if a proper security check cannot be conducted per the FAA security regulations governing charter operations. Charterer understands and acknowledges that each Air Carrier may have specific requirements and/or restrictions pertaining to the weight, size, and/or character of baggage and/or cargo to be transported. AT shall use reasonable efforts to notify Charterer of any such requirements and/or restrictions; provided, however, that any failure by AT to notify Charterer thereof shall not constitute a breach of this SOW. Notwithstanding the foregoing, Charterer shall be wholly responsible for ensuring that any and all of Charterer's or Passengers Baggage (the "**Baggage**") and/or cargo complies with the requirements and/or restrictions of any respective Air Carrier, and Charterer shall be solely responsible for any and all liabilities, charges, and/or expenses resulting therefrom. Charterer represents and warrants that each Manifest accurately describes the Passengers and/or equipment actually contained in the Manifest, and that AT shall be entitled to rely thereon without any independent investigation. Charterer shall be solely responsible for any and all discrepancies contained in any Manifest, and Charterer shall be solely responsible for any and all Losses resulting therefrom. All Passengers must present a Government issued Photo ID in order to board the flight. Examples of Government issued Photo ID include, without limitation, a State Issued Driver's License or Passport. However, it is the responsibility of Charterer and/or the individual Passenger to comply with the specific Air Carrier's and the Federal Aviation Administration's Identification Guidelines. Boarding will be denied without proper identification being presented. Photocopies will not be acceptable. Air Carrier shall only accept baggage in accordance with their policies concerning the same. AT shall not be responsible for claims arising from Client's inability to travel with baggage that does not conform with Air Carrier's policies concerning the same.

8. Security screening is required of all Passengers prior to boarding the aircraft. To expedite boarding, it is requested that all Passengers limit their carry-on baggage and/or belongings they bring onto the aircraft. The Air Carrier shall determine the time of boarding and departure from the origin point and all intermediate points on each Charter Flight. If the Charterer does not have the Passengers or cargo ready for boarding, or if individual Passenger(s) fail to present themselves, at the time specified by the Air Carrier or within thirty (30) minutes thereafter, the Charter Flight may depart without such Passenger or cargo. Passengers may not be eligible for denied boarding compensation if Passengers have not presented themselves at the boarding point at least sixty (60) minutes prior to the scheduled departure time. The Air Carrier shall have the right, without refund or reduction of the Fee's to utilize any unused Passenger or cargo space in the aircraft for the transportation of the Air Carrier's own personnel necessary for operation of the charter flight(s). All seat assignments are subject to cancellation if the Passenger is not on board the aircraft at least ten (10) minutes prior to departure.
9. Pursuant to DOT requirements, Charterer will provide the following notice to its Passengers: **FEDERAL LAW FORBIDS THE CARRIAGE OF HAZARDOUS MATERIALS ABOARD AIRCRAFT IN YOUR LUGGAGE OR ON YOUR PERSON. A VIOLATION CAN RESULT IN FIVE YEARS' IMPRISONMENT AND PENALTIES OF \$250,000 OR MORE (49 U.S.C. 5124). HAZARDOUS MATERIALS INCLUDE EXPLOSIVES, COMPRESSED GASES, FLAMMABLE LIQUIDS AND SOLIDS, OXIDIZERS, POISONS, CORROSIVES AND RADIOACTIVE MATERIALS. EXAMPLES: PAINTS, LIGHTER FLUID, FIREWORKS, TEAR GASES, OXYGEN BOTTLES, AND RADIO-PHARMACEUTICALS. THERE ARE SPECIAL EXCEPTIONS FOR SMALL QUANTITIES (UP TO 70 OUNCES TOTAL) OF MEDICINAL AND TOILET ARTICLES CARRIED IN YOUR LUGGAGE AND CERTAIN SMOKING MATERIALS CARRIED ON YOUR PERSON. FOR FURTHER INFORMATION CONTACT YOUR AIRLINE REPRESENTATIVE.**
10. AT is not liable for the damage to, delay of or loss of Baggage or personal property. Air Carrier may limit its liability for the damage to, delay of or loss of baggage or personal property to an amount equal to Warsaw Convention Limits of Liability. Under no circumstances will AT be liable for any special, incidental, punitive or consequential damages, including but not limited to loss of profits or income regardless of whether AT had knowledge that such damages might be incurred as a result of said loss of damage.
11. Departure or arrival times scheduled or designated in traffic or other documents issued shall indicate only approximate times and shall form no part of this SOW nor represent any undertaking to depart or arrive at such times. AT shall use its best efforts to meet Charterer's requested departure times. AT does not assume responsibility for making connections and is not liable for any expenses or Losses whatsoever related to missed connections.
12. The Air Carrier may refuse to transport, or may remove from any Charter Flight at any point, any Passenger: (i) in compliance with any government regulation or requisition of space; (ii) whenever necessary or advisable due to weather or other conditions beyond the Air Carrier's control (including, without limitation, acts of God, labor disturbances, strikes, civil commotions, embargos, war, hostilities or disturbances), whether actual, threatened or reported; (iii) if the Air Carrier's Captain or First Officer determines that such Passenger's conduct is disorderly, abusive or violent; or (iv) in accordance with the Air Carrier's rules and regulations pertaining to acceptance of Passengers or refusal to transport Passengers, or other applicable rules and regulations of the carrier.
13. AT agrees to indemnify and hold harmless Charterer and its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, principals, employees, agents and representatives (all such entities and persons, collectively, the **"Charterer Indemnified Parties"**)

from and against any and all claims, liabilities, suits, demands, costs, damages (including bodily or personal injury, death, and property damage) and expenses in connection with any direct or third party claim (including reasonable legal fees and expenses) (collectively, “**Losses**”) suffered or incurred by the Charterer Indemnified Parties to the extent caused by, related to or in connection with (i) AT’s breach of this Agreement, including, without limitation, any of AT’s representations and warranties herein; (ii) the actions or omissions, including, without limitation, the negligence or intentional misconduct, of AT and/or AT’s officers, directors, principals, employees and/or any other entity or personnel that is, was or should have been under AT’s control or supervision, but specifically excluding the Air Carrier. AT shall cause Charterer to be named as an additional insured under its liability policies to the extent of the contractual liability assumed by AT.

14. [Intentionally Omitted]

15. Charterer understands and acknowledges that through the provision of its Services, AT is not directly providing any air carrier services or Charter Flights to Charterer; as such, AT shall not be liable for any and all Losses resulting from any transportation delays, regardless of the source of any such delays, or the acts or omissions of any Air Carrier providing the flights.

16. AT will make reasonable efforts to cause all insurance policies required to be maintained by the Air Carrier pursuant to this SOW to be issued by insurers reasonably acceptable to Charterer and, if permitted by the Air Carrier, to name as additional insureds under each of such policies Charterer and its owners, directors, officers, employees, agents and representatives (hereinafter individually and collectively referred as the “**Charterer Entities**”), and shall require all insurers to waive all rights of subrogation against each of the Charterer Entities in respect of such coverage. For each such policy of insurance, AT shall cause a certificate of insurance, including the conditions set out above, to be issued to Charterer no less than ten (10) days prior to the commencement of each Contract Period, and from time to time thereafter as such parties may reasonably request. In addition, AT shall cause Charterer to receive thirty (30) days prior written notice of cancellation or material change of any such policy of insurance. AT will at all times comply with all representations, warranties and other terms and conditions of each policy of insurance required hereunder.

17. Either Party’s performance and/or any Charter Flight hereunder may be made impossible, impracticable, unsafe, or otherwise hazardous due to circumstances beyond the reasonable control of such Party, including, without limitation, acts of God; severe/inclement weather; acts of war; riot; fire; explosion; accident; failure of means of transportation; flood; sabotage or terrorist act; governmental or court ordered laws, regulations, requirements, orders or actions; permitting, zoning, ordinance, licensing or other city/municipal/state/parish issues; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); fuel shortages, technical failures beyond the reasonable control of the parties hereto; or other causes of a similar or different nature beyond the reasonable control of the Parties hereto (any of the foregoing, a “**Force Majeure Event**”). In the event that either Party is unable to carry out its obligations hereunder and/or under any SOW due to a Force Majeure Event, such failure shall not be considered a breach of this SOW, and such Party shall have the right to terminate this SOW and each Party shall return any and all payments to the other Party in connection with its obligations hereunder and/or under any SOW, less solely those approved, documented, and unrecoverable expenses incurred in connection with any obligations hereunder and/or under any SOW. Without limiting the foregoing, Charterer acknowledges and understands that any Air Carrier, whether before or during transit, is subject to, and may experience delays, cancellations, re-routing of flight plans, changes in landing location, itinerary and/or flight schedule for reasons specified under Force Majeure, and/or disturbances from, inclement weather, severe weather, and/or other unforeseen occurrences. As such,

AT shall not be responsible for any Losses incurred by Charterer resulting from any such Air Carrier or Charter Flight delays, cancellations, and/or disturbances, and Charterer explicitly waives any and all right to recover from AT therefor. If a Charter Flight is delayed or canceled because of mechanical or electronic difficulties with the aircraft, a weather observation or forecast indicating either that environmental conditions will result in the closure of a departure or arrival airport or that weather conditions will be below the minimums set by the Federal Aviation Administration for landing or take-off, no ground transportation, lodging, meals, or amenities will be provided by AT. If the Air Carrier cancels a Charter Flight or changes the landing location, itinerary or flight schedule for any reason specified under Force Majeure, the Air Carrier shall, as applicable, use its reasonable efforts to furnish an aircraft for Charterer's use in substitution for the one allocated to such charter flight. Charterer acknowledges and agrees that AT is not responsible for delays, Losses or damages of any kind caused, in whole or in part by a Force Majeure Event, mechanical or electronic difficulties with the aircraft, adverse meteorological conditions, Air Traffic Control (the "ATC") delays or other unforeseeable circumstances.

18. Charterer acknowledges that Air Carrier, and not AT, shall have operational control of the aircraft at all times. Air Carrier will not operate any flight that cannot be accommodated within the normal operating specifications of the aircraft, or that would contravene any governmental rule, regulation or procedure, or that in the final judgment of the pilot in command of the flight would endanger the safety of the Passengers, crew or the aircraft. Charterer and all Passengers shall observe all instructions of the Air Carrier's flight crew, employees and agents. The pilot in charge shall not be obligated to comply with any request from the Charterer or any Passenger. The Air Carrier and pilot-in-command shall have complete authority and discretion over aircraft, support facilities and all matters concerning the preparation and operation of aircraft including the suitability of the weather and landing areas, the condition of aircraft for flight, landing of aircraft, the manner of flight and all other factors affecting flight safety. In this regard, the pilot-in-command shall have sole discretion to determine whether flights should be rerouted, shortened, delayed, terminated or refused. If the Air Carrier or the pilot-in-command determines that landing facilities at any point on the flight route(s) are not adequate or safe for landing purposes, or if landing is prohibited or restricted by law, regulations, adverse weather or operating conditions, Air Carrier may substitute an alternate airport where adequate and safe facilities are available and landing may be accomplished. In any such event, Air Carrier and AT shall be deemed to have fulfilled their contractual obligations hereunder as if there were no diversion. AT and Air Carrier shall have no liability to Charterer for delays or cancellation caused by over-flight restrictions or the unavailability of landing slots at any intermediate or final destination.
19. Charterer will execute and deliver to AT any and all documents consistent with this SOW as reasonably necessary to effectuate the purposes of this SOW when and as directed by AT or applicable authority.
20. This SOW contains the entire agreement between the Parties and supersedes any other prior understandings, written or oral, between the Parties with respect to the subject matter contained herein. THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN ENTERING IN TO THE AGREEMENT, THEY HAVE NOT IN ANY WAY RELIED UPON ANY ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. No variations, modifications, or changes to this SOW are binding on any Party to the SOW unless set forth in a document duly executed by or on behalf of such Parties. To the extent there is a conflict between this SOW and another executed document between the Parties related to the subject matter contained herein (whether such other document is executed before or after this SOW), the terms of this SOW

control except to the extent that the other document specifically identifies a section of this SOW and states that it is amending that particular section.

ACCEPTED AND AGREED TO:

ANTHONY TRAVEL, LLC

BOARD OF REGENTS OF THE
UNIVERISTY OF NEBRASKA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

University of Nebraska Data Security Addendum

This University of Nebraska Data Security Addendum (the “Addendum”) to the Services Agreement (the “Agreement”) is effective as of the effective date of the Agreement and is between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska (“University”), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature, and Anthony Travel, LLC (“Supplier”).

RECITALS

- A. Under the Agreement, Supplier will access or use CDI.
- B. University and Supplier desire to supplement the Agreement as set forth in this Addendum to protect CDI accessed or used by Supplier.

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. **Incorporation and Priority of Terms.** The Agreement is amended as stated herein and this Addendum is incorporated into the Agreement by this reference. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.
- 2. **Definitions.** The following terms shall have the following meanings when used in this Addendum:
 - a. “Anonymize” means removal of Personal Information and any information reasonably likely to identify a company or other business entity; provided such revised data does not include and is not subject to any key.
 - b. Covered Data and Information or “CDI” includes paper and electronic education record information; Student Financial Information required to be protected under the Gramm-Leach-Bliley Act (“GLBA”) and any credit card information received in the course of business by University, whether or not such credit card information is covered by GLBA; data provided by University's students to Supplier, if any; and any and all paper and electronic Personal Information, financial information, corporate business intelligence, or intellectual property of University or University's employees.
 - c. “Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, could reasonably be used to infer information about, or could reasonably be linked, directly or indirectly, with an individual person or household.

- d. “Student Financial Information” means information that University has obtained from a student in the process of Offering a Financial Product or Service or such information provided to University by a financial institution. 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.
3. **CDI Ownership and License.** As between University and Supplier, University possesses and retains all right, title, and interest in and to CDI, and Supplier’s use and possession thereof is solely on University’s behalf. University hereby grants Supplier a limited license to reproduce and otherwise manage CDI during the term of the Agreement solely as specifically authorized in this Addendum. Supplier has no property interest in, and may assert no lien on or right to withhold from University, any data Supplier receives from, receives addressed to, or stores on behalf of University.
4. **Use and Disclosure of CDI.** Supplier shall comply with all applicable laws and regulations governing Supplier’s access to, use of, and handling of CDI. Supplier shall abide by (a) the direction of University with respect to the use and maintenance of education records and (b) the limitations on re-disclosure of personally identifiable information from education records set forth in the Family Educational Rights and Privacy Act. Supplier shall not use any education record for any purpose other than the purpose for which the disclosure of the education record was made. Supplier shall also comply with the requirements of GLBA dealing with the confidentiality of customer information and the Safeguards Rule if applicable. Without limiting the generality of Supplier’s obligations elsewhere in this Addendum, Supplier shall protect all CDI in accordance with generally accepted information security standards and best practices and exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of CDI.

Supplier may access and use CDI solely as permitted or required by the Agreement, and, unless it receives University’s prior written consent, Supplier shall not (i) access or use CDI for any purpose other than as permitted or required by the Agreement or (ii) give any third party access to CDI, except subcontractors subject to section 13 (Employees and Subcontractors) of this Addendum. Notwithstanding the provisions above of this section, Supplier may disclose CDI as required by applicable law or by proper legal or governmental authority. Supplier shall give University prompt notice of any such legal or governmental demand and reasonably cooperate with University in any effort to seek a protective order or otherwise to contest such required disclosure, at University’s expense. No revision of Supplier’s privacy policy will alter University’s rights and remedies in this Addendum.

5. **Aggregate/Anonymized Data.** Notwithstanding section 4 (Use and Disclosure of CDI), University hereby authorizes Supplier: (a) to Anonymize CDI and to combine it with data from other customers into a new aggregate dataset; and (b) to use such Anonymized CDI as a component of such new aggregate dataset for any legal business purpose, including without limitation for distribution to third parties. Without limiting the generality of the requirements for Anonymized data below, Supplier shall (i) implement technical safeguards that prohibit reversal of Anonymization of CDI; (ii) implement business processes that specifically prohibit such reversal or recreation; (iii) make no attempt to achieve such reversal; and (iv) implement reasonable business processes to prevent inadvertent release of Anonymized CDI.

6. **Injunction and Enforcement.** Supplier agrees that (a) no adequate remedy exists at law if it fails to perform or breaches any of its obligations in this Addendum; (b) it would be difficult to determine the damages resulting from its breach of this Addendum, and such breach would cause irreparable harm to University; and (c) a grant of injunctive relief provides the best remedy for any such breach, without any requirement that University prove actual damage or post a bond or other security. Supplier waives any opposition to such injunctive relief or any right to such proof, bond, or other security. Supplier's obligations in this Addendum (without limitation) apply likewise to Supplier's successors, including without limitation to any trustee in bankruptcy. (This section does not limit either party's right to injunctive relief from breaches not listed.)
7. **Legal Requests.** If Supplier is served with a warrant, subpoena, or any other order or request ("Legal Request") from a government body or any other person for any CDI, Supplier will, as soon as reasonably practical and not in violation of law, deliver to University a copy of such Legal Request and will not, without University's prior written consent, comply with the Legal Request unless and until required to do so under applicable law.
8. **Approved Region and Data Centers.** Supplier shall not transfer CDI (or allow its subcontractors to transfer CDI) outside the United States unless it receives University's prior written consent.
9. **University Access.** University may access and copy any CDI in Supplier's possession at any time. Supplier shall reasonably facilitate such access and copying promptly after University's request, provided Supplier may charge its reasonable then-standard fees for any such access and copying or for any related deconversion of data.
10. **Deletion.** Except as required by applicable law, Supplier shall not erase CDI or any copy thereof without University's prior written consent. Further, Supplier shall (a) halt CDI deletion promptly if University informs Supplier that any CDI is subject to electronic discovery or otherwise relevant to potential litigation; (b) at such times as University may request (including without limitation as a result of requests made mandatory by applicable law), promptly erase all CDI from all systems under Supplier's control and direct and ensure erasure by any and all of its subcontractors that have access to CDI; and (c) within thirty (30) days of termination (including without limitation expiration) of the Agreement, erase all CDI in Supplier's possession or control, including without limitation in the possession or control of its subcontractors, subject to Supplier's rights above (if any) in section 5 (Aggregate/Anonymized Data) of this Addendum. In erasing CDI as required by the Agreement, Supplier shall leave no data readable, decipherable, or recoverable on its computers or other media or those of its subcontractors, using the best erasure methods commercially feasible. Promptly after any erasure of CDI or any part of it, Supplier shall certify such erasure to University in writing.
11. **Remedies.** If University reasonably determines in good faith that Supplier has materially breached any of its obligations under this Addendum, then University, in its sole discretion, shall have the right to (a) require Supplier to submit to a plan of monitoring and reporting, (b) provide Supplier with a fifteen (15) day period to cure the breach, or (c) terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to Supplier describing the violation and the action it intends to take.

12. **InfoSec Program.** Supplier shall maintain, implement, and comply with a written data and information security program (the “InfoSec Program”) that requires administrative, technical, and physical safeguards appropriate to the nature of the CDI disclosed and reasonably designed (a) to protect the security and confidentiality of CDI; (b) to protect against anticipated threats or hazards to the security or integrity of CDI; and (c) to protect against unauthorized access to and acquisition, destruction, use, modification, or disclosure of CDI. Supplier shall likewise ensure that the InfoSec Program includes and requires compliance with the following (without limitation): (d) guidelines on the proper disposal of CDI after it is no longer needed to carry out the purposes of the Agreement, consistent with the requirements section 10 (Deletion) of this Addendum; (e) access controls on electronic systems used to maintain, access, or transmit CDI; (f) access restrictions at physical locations containing CDI; (g) encryption of electronic CDI consistent with then-current nationally recognized encryption standards; (h) least privilege principles for access to CDI, supplemented either by dual control procedures or segregation of duties; (i) regular testing and monitoring of electronic systems accessing or storing CDI; and (j) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing CDI. Supplier shall review the InfoSec Program and all other CDI security precautions regularly, but no less than annually, and update them to comply with applicable laws, regulations, technology changes, and best practices.

13. **Employees and Subcontractors.** Supplier shall not permit any of its employees, subcontractors, or subcontractor employees to access CDI except to the extent that such individual or company needs access as permitted or required by the Agreement and is subject to a reasonable written agreement with Supplier, or in case of employees, a reasonable written employment policy protecting such data, with terms consistent with those of this Addendum. Further, Supplier shall not allow any individual to access CDI except to the extent that he or she has received a clean report with regard to each of the following:

- a. Verifications of education and work history;
- b. A seven (7)-year all residence criminal offender record information check; and
- c. A seven (7)-year federal criminal offender record information check. (A clean report refers to a report with no discrepancies in education or work history and no criminal investigations or convictions related to felonies or to crimes involving identity theft or other misuse of sensitive information.)

However, subsections 13(b) and 13(c) do not apply to the extent that applicable law forbids the required record information check, provided Supplier notifies University of such restriction. Without limiting the generality of Supplier’s obligations related to subcontractors and their employees, Supplier shall exercise reasonable efforts to ensure that each subcontractor complies with the terms of the Agreement related to CDI. As between Supplier and University, Supplier shall pay any fees or costs related to each subcontractor’s compliance with such terms.

14. **Data Incidents.** Supplier shall implement and maintain a program for managing unauthorized disclosure of, access to, or use of CDI (a “Data Incident”). In case of a Data Incident, or if Supplier suspects a Data Incident, Supplier shall (a) promptly, and in any case within forty-eight (48) hours, notify University by telephone, in person, or by other real-time, in-person communication; (b)

cooperate with University and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including without limitation by providing reasonable assistance to University in notifying injured third parties; (c) otherwise comply with applicable laws governing data breach notification and response, including Neb. Rev. Stat. §§ 87-801 through 87-808; and (d) provide a report to University that identifies (i) the nature of the Data Incident, (ii) the CDI accessed, used, or disclosed, (iii) the identity of the individual or entity that received, accessed, or used the CDI, and (iv) the action(s) Supplier has taken or shall take to mitigate any potentially negative effects of the Data Incident. In addition, if the Data Incident results from Supplier's breach of the Agreement or negligent or unauthorized act or omission, including without limitation those of its subcontractors or other agents, Supplier shall pay or compensate University for any reasonable expense related to (A) providing notice to affected individuals or (B) providing one (1) year of credit monitoring service to any affected individual. Supplier shall give University prompt access to such records related to a Data Incident as University may reasonably request, and such records will be Supplier's confidential information pursuant to the confidentiality provisions of the Agreement; provided Supplier is not required to give University access to records that might compromise the security of Supplier's other customers. This section does not limit University's other rights or remedies, if any, resulting from a Data Incident.

15. **Compliance with Red Flags Rule.** The Federal Trade Commission has promulgated at 16 CFR § 681 regulations collectively known as the "Red Flags Rule" with which University must comply. Under the Red Flags Rule, University must ensure that Supplier either complies with University's identity theft program or that Supplier has its own policies and procedures in place to detect and respond to identity theft any pattern, practice, or specific activity that indicates the possible existence of identity theft ("Red Flag"). Supplier represents and warrants that it has reasonable policies and procedures in place to detect, prevent, and mitigate identity theft. Supplier shall review and comply with all relevant portions of University's identity theft policy and any applicable institutional identity theft plan. Supplier shall report any Red Flag that it detects in connection with the Agreement to University.
16. **Cyber Insurance.** Supplier shall purchase and maintain throughout the term of the Agreement a technology or professional liability insurance policy with no cyber terrorism exclusion and a minimum limit of \$10,000,000 each and every claim and in the aggregate. Such policy shall include coverage for network security or data protection liability (also called "cyber liability") and cover liabilities for financial loss resulting or arising from acts, errors, or omissions in rendering technology or professional services or in connection with the specific services described in violation or infringement of any right of privacy, including the following: breach of security and breach of security or 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; ransomware attacks; and loss or denial of service. Such policy must include technology or 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, crisis management services, and public relations services).

Such policy must explicitly address all of the foregoing without limitation if caused by an employee of Supplier or an independent contractor working on behalf of Supplier in performing services under the Agreement. The policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such policy 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 breach of confidentiality or security by or on behalf of Supplier.

17. **Risk Assessments.** Supplier shall annually conduct (by qualified persons and against systems storing or processing CDI) an internal security audit and address security gaps. Supplier shall provide University with a copy of the most current report from each assessment within thirty (30) calendar days of University's request. Any report or other result generated through Supplier's assessment required by this section will be Supplier's confidential information pursuant to the confidentiality provisions of the Agreement. If exceptions are noted in the assessment, Supplier shall document a plan to promptly address such exceptions, including without limitation by revising Supplier's information security program, and will implement corrective measures within a reasonable period. Supplier will provide a copy or summary of the exception remediation plan within thirty (30) days of University's request and keep University informed of progress and completion of corrective measures. To the extent the reports provided to University under this section do not satisfy University's requirements, University may conduct its own audits at its expense or may terminate this Agreement, at its election.

University of Nebraska Payment Card Information Addendum

This University of Nebraska Payment Card Information Addendum (the “Addendum”) to the Services Agreement (the “Agreement”) is effective as of the effective date of the Services Agreement and is between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska (“University”), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature, and Anthony Travel, LLC (“Supplier”).

RECITALS

- A. Under the Agreement, Supplier will access or use cardholder data.
- B. University and Supplier desire to supplement the Agreement as set forth in this Addendum to protect cardholder data accessed or used by Supplier.

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:

- 2. **Incorporation and Priority of Terms.** The Agreement is amended as stated herein and this Addendum is incorporated into the Agreement by this reference. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.
- 3. **Use and Security of Data.** Supplier shall be responsible for the security of cardholder data (a) Supplier possesses or otherwise stores, processes, or transmits on behalf of University or (b) to the extent that Supplier could impact the security of the cardholder data environment. Supplier shall only use cardholder data for completing the contracted services as described in the Agreement, required by the PCI DSS, or required by applicable law.
- 4. **PCI DSS Compliance.** Supplier represents and warrants that, as of the effective date of this Addendum, Supplier (a) has complied with all applicable requirements to be considered PCI DSS compliant, (b) has performed the necessary steps to validate its compliance with the PCI DSS, and (c) will maintain such compliance for the life of this Addendum. For purposes of this Addendum, “PCI DSS” means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. Supplier shall supply evidence of its most recent attestation of compliance to University upon execution of this Addendum and annually thereafter for the length of the Agreement by providing a copy of Supplier’s current, valid, and signed PCI SAQ, AOC, or ROC or other comparable document which was accepted by Supplier’s bank, processor, or acquirer.

Supplier shall immediately notify University if it learns it is no longer PCI DSS compliant and immediately remediate such noncompliance. In addition, Supplier shall immediately notify University in the event of Breach, change in PCI DSS merchant level, or change in PCI DSS SAQ type used for PCI

compliance reporting. Supplier's notification to University shall not be later than seven (7) calendar days after Supplier learns of the event triggering such notification.

5. **Business Continuity.** Supplier 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.

6. **Data Breach.** Supplier acknowledges that unauthorized access to cardholder data or the cardholder data environment (a "Breach") is grounds for early termination of the Agreement without penalty, at University's discretion. Supplier shall comply with all applicable laws requiring notification of individuals in the event of a Breach. In the event of a Breach and as instructed by University, Supplier shall 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. Supplier shall provide a representative or a PCI DSS-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 Supplier's compliance with the PCI DSS. Supplier further agrees to indemnify, hold harmless, and defend University and its employees from and against any claims, damages, or other harm related to a Breach. This provision survives termination of the Agreement.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance**December 5, 2025**

AGENDA ITEM: Approve and authorize the execution of an amendment to the Husker Athletics multimedia rights agreement with Playfly.

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Troy Dannen, UNL Athletic Director
Seth Dorsey, Deputy Athletic Director for Internal Operations & CFO

PURPOSE & KEY POINTS

In the multimedia rights agreement between the University and Playfly Sports Properties, LLC, the University agreed to license to Playfly certain multimedia rights related to Nebraska Athletics. At the time of entering into the original agreement, the parties recognized the rules, regulations, and policies of the University, the Big Ten Conference, and the NCAA, as well as state and federal law, with respect to student-athlete name, image, and likeness was uncertain and evolving. Considering the continued evolution of intercollegiate athletics and matters related to student-athlete name, image, and likeness, the parties desire to amend the agreement to increase Playfly's investment in name, image, and likeness initiatives and, correspondingly, reduce the annual rights fee. The parties also desire to amend the agreement to permit Playfly to invest, in its discretion, some or all of any royalty payments due under the agreement to support name, image, and likeness activities during the agreement term. Lastly, the parties desire to amend the provision describing the process for amendment of the agreement to align with changes to RP-6.3.1.

BACKGROUND INFORMATION

The Board approved a multimedia rights agreement with Playfly Sports Properties, LLC, in September 2022. The agreement has an effective date of October 1, 2022, and continues through June 30, 2038. The agreement may be amended in writing by authorized representatives of both parties.

The Board approved a second addendum to the University Multimedia Rights Agreement in August, 2024, to revise the agreement to include the "health system and/or hospital category" as a retained category and amend its Annual Rights Fee in consideration for the University retaining the additional category.

RECOMMENDATION

The President recommends approval.

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FIFTH ADDENDUM TO UNIVERSITY MULTIMEDIA RIGHTS AGREEMENT

This Fifth Addendum to University Multimedia Rights Agreement (the “Addendum”) dated effective as of December 5, 2025 (“Fifth Addendum Effective Date”), is made by and between the Board of Regents of the University of Nebraska, a public body corporate organized and existing under the laws of the State of Nebraska (“University”), on behalf of the Department of Intercollegiate Athletics (“Athletics”) of the University of Nebraska-Lincoln (“UNL”) and Playfly Sports Properties, LLC, a Delaware limited liability company with an office at 22 Cassatt Avenue, Berwyn, PA 19312 (“PSP”).

WHEREAS, University and PSP entered into a multimedia rights agreement with an effective date of October 1, 2022 (“Original Agreement”), which was subsequently amended by a First Addendum to University Multimedia Rights Agreement effective January 6, 2023, a Second Addendum to University Multimedia Rights Agreement effective July 1, 2024, and a Second [sic] Multimedia Rights Agreement effective March 1, 2025, and a Fourth Addendum to University Multimedia Rights Agreement effective July 1, 2025 (collectively, the “Agreement”); and

WHEREAS, at the time of entering into the Original Agreement, the *House v. NCAA* litigation was ongoing; and

WHEREAS, the Original Agreement acknowledges that the rules, regulations, and policies of the University, the Conference, and the NCAA, as well as state and federal law, with respect to the use of student-athlete name, likeness, image, and individual/personal endorsements were uncertain and evolving; and

WHEREAS, the rules, regulations, and policies of the University, the Conference, and the NCAA, as well as state and federal law, with respect to the use of student-athlete name, likeness, image, and individual/personal endorsements continues to be uncertain and evolving; and

WHEREAS, pursuant to Section III.H., the parties agreed, to the extent necessary, to negotiate in good faith and amend the Agreement so as to be consistent with the evolution of this student-athlete concern; and

WHEREAS, pursuant to Section X of the Agreement, PSP agreed to invest, either through University initiatives or third-party initiatives, sums to support NIL activities; and

WHEREAS, the parties desire to amend the Agreement to address ongoing changes within intercollegiate athletics; and

WHEREAS, pursuant to XXI.F. of the Agreement, the parties may agree to amend the Agreement in writing.

NOW, THEREFORE, in accordance with these recitals and in consideration of mutual promises and covenants recited hereafter, the parties agree as follows:

1. **Section X. Rights Fees and Other Payments, Subsection A. Payments; Reports and Accounting; Assurances of Payment. Subpart 2. Payments,** shall be amended and replaced in its entirety to read as follows:

“The Annual Rights Fee is payable, due, and owing in quarterly installments in arrears (i.e. for the prior quarter) to be received by Athletics no later than the last day of September, December, March, and June beginning on September 1, 2023. For the Contract Year 2025-2026, PSP will reduce the Annual Rights Fee described above to five million five hundred thousand dollars (\$5,500,000). Thereafter during the Term, PSP may elect to invest, in its discretion, some or all of any Annual Rights Fee earned to support NIL activities. Any such investment will be credited to PSP as satisfaction of PSP’s payment obligations pertaining to the Annual Rights Fee. Except as otherwise prohibited by law or policy, the University and PSP will collaboratively agree on specific areas of investment.”

2. **Section X. Rights Fees and Other Payments, Subsection A. Payments; Reports and Accounting; Assurances of Payment. Sub-part 6. NIL Fund,** shall be amended and replaced in its entirety to read as follows:

“PSP will invest, either through University initiatives or third party initiatives, ten million two hundred fifty thousand dollars (\$10,250,000) to support NIL activities as follows: (a) One million dollars (\$1,000,000) will be expended on or before June 30, 2025, (b) one million two hundred fifty thousand dollars (\$1,250,000) will be expended through five (5) annual, equal installments of two hundred fifty thousand dollars, prior to June 30, 2030, and (c) the remaining eight million dollars (\$8,000,000) will be expended on or before June 30, 2026. For the avoidance of doubt, the investment contemplated in (c) shall be distributed in equal installments by PSP according to the same quarterly schedule as contemplated in Section X.A.2. Furthermore, during the Term PSP may elect to invest, in its discretion, some or all of any Royalty earned and attributable to University to support NIL activities and such amount will be expended on or before the expiration of this Agreement. Except as otherwise prohibited by law or policy, the University and PSP will collaboratively agree on specific areas for investment. Notwithstanding the foregoing, in the event there are no longer NIL opportunities or not sufficient opportunities to spend the full amounts listed above, any amount not invested in NIL will be reallocated towards the Annual Rights Fee as provided in Section X.A.1. above. To assist in the execution of the NIL activities contemplated by this Section, PSP shall hire up to two (2) staff members to oversee the activation and delivery of these NIL activities (the “NIL Staff”). Each Contract Year, University shall reimburse PSP through a reduction to each quarterly Annual Rights Fee payment for (i) all costs associated with the NIL Staff, including, but not limited to, hiring and training costs, salary, benefits, and

bonuses (the “NIL Staff Costs”), and (ii) an amount equal to 12.5% of the NIL Staff Costs. As between University and PSP, University shall be solely responsible for (i) the ~~facilitation~~execution of contracts and deliverables with student-athletes in connection with the funds contemplated herein; ~~–~~(ii) ensuring that the student-athlete agreements are compliant with (a) state law, Conference and NCAA rules and regulations (each, a “Governing Authority”) and, (b) the NCAA clearinghouse rules and regulations (as of the Fifth Addendum Effective Date, CSC/NIL Go) and/or any other mandatory NIL approval authority that exists during the Term (each, an “Approval Authority”); (iii) ensuring that student-athlete deals are reported to the required Approval Authority; and (iv) all required revisions to NIL agreements as required by Governing Authorities and Approval Authorities are timely and satisfactorily completed. University shall be responsible for any losses, damages, or liabilities arising from its failure to comply with the foregoing.”

3. **Section XXI. Miscellaneous Provisions, Subsection F. Entire Agreement/Amendments**, shall be amended and replaced in its entirety to read as follows:

“This Agreement sets forth the entire understanding of the parties and supersedes any and all prior contracts, agreements, arrangements, and understandings related to the subject matter hereof, whether written or verbal. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This Agreement shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument. The persons who execute this Agreement on behalf of PSP expressly represent and warrant that they have full and complete authority to do so. This Agreement may be amended solely by means of a writing, duly executed by an authorized representative of both parties to this Agreement.”

4. **Ratification.** Except as amended by this Addendum, all original terms and provisions of the Agreement shall continue in full force and effect and the Agreement, as amended by this Addendum, is hereby ratified and confirmed.

PLAYFLY SPORTS PROPERTIES LLC:

By: _____
Christy Hedgpeth, President

Date: _____

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

By: _____
Jeffrey P. Gold, M.D., President

Date: _____

Attest: _____
Katie Hoffman
Corporation Secretary



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 5, 2025

AGENDA ITEM: Approval of the disposition of personal property pursuant to RP-6.2.2 by the resale of a fractional share interest in a Cessna Citation Ultra aircraft to Silverhawk Aviation, Inc., and approval of an agreement with Silverhawk Aviation, Inc. to re-purchase this fractional share interest previously purchased by University of Nebraska-Lincoln (“UNL”) Athletics from Silverhawk.

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Troy Dannen, UNL Athletic Director
Seth Dorsey, Deputy Athletic Director for Internal Operations & CFO

PURPOSE & KEY POINTS

UNL Athletics entered into an agreement with Silverhawk Aviation, Inc. (“Silverhawk”) with an effective date of January 1, 2020, to purchase a limited-term fractional share interest in a Cessna Citation Ultra aircraft. This limited-term fractional share expires December 31, 2025. Pursuant to the terms of the fractional share agreement, the University may elect for Silverhawk to repurchase the fractional share it acquired and Silverhawk agreed to repurchase the University’s share for \$1,043,102. The sale of this fractional interest requires Board of Regent approval for this disposition of personal property pursuant to RP- 6.2.2. and approval of the repurchase agreement pursuant to RP-6.3.1 because the sale of the fractional interest exceeds \$500,000.

BACKGROUND INFORMATION

The Board approved an amendment to the Silverhawk fractional share agreement on February 7, 2025.

RECOMMENDATION

The President recommends approval.



AIRCRAFT FRACTIONAL INTEREST RE-PURCHASE AGREEMENT

This Aircraft Fractional Interest Re-Purchase Agreement ("Agreement") is made and entered effective as of December 5, 2025 ("Effective Date") by and between Silverhawk Aviation, Inc., a Nebraska corporation with its principal office at 1150 N 83rd Street., Lincoln, NE 68505 ("Silverhawk") and

"Owner": Board of Regents of the University of Nebraska
UNL, 1 Memorial Stadium
Lincoln, NE 68588-0122

Owner owns an undivided interest of fifty percent (50%) in the Aircraft described below ("Interest" or "Share"), for a limited term. Pursuant to the Aircraft Fractional Interest Purchase Agreement between Owner and Silverhawk ("Purchase Agreement"), dated 01/01/2020 ("Effective Date"), Owner has duly notified Silverhawk of its intent to resell its Share to Silverhawk at Fair Market Value ("FMV"), as described in the Purchase Agreement and Silverhawk agreed thereby to repurchase said Share at an applicable repurchase price stated in the Purchase Agreement ("Repurchase Method").

Silverhawk has agreed to repurchase Owner's Interest held for more than 60 months at FMV, with no discount, as part of the Repurchase Method.

Owner desires to sell its Share back to Silverhawk at the Repurchase Price (as defined below) and be released from its obligations under the Fractional Ownership Agreement governing the ownership of the Aircraft, including the Fractional Ownership Management Agreement and Master Dry Lease Exchange Agreement incorporated therein (collectively, "Ownership Agreement").

Silverhawk hereby agrees to purchase Owner's Share at the Repurchase Price and, on behalf of itself and all remaining owners of the Aircraft, release Owner from any and all obligations and liabilities under the Ownership Agreement.

Therefore, in consideration of the mutual promises, representations, warranties and covenants stated below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Aircraft. The aircraft, for which a Share is being sold hereunder is described as follows:

Make and Model: Cessna Citation Ultra (Citation 560)

Registration Number: N814SH

Serial Number: 560-0405

(Hereinafter the "Aircraft").

2. Share Holding Period. Owner and Silverhawk agree that Owner has owned and held its Share for the full term of the Ownership Agreement.

3. Amount of Repurchase Price. Based on the Repurchase Method as described herein, Silverhawk shall pay Owner the following price for the repurchase of Owner's Share:

\$1,043,102.00 USD ("Repurchase Price")

4. Description of Share and Inspection. Silverhawk accepts the Share "as is" and waives any inspection of the Aircraft for purposes of such acceptance. The Share transferred hereunder is as described in Attachment "A" to the Purchase Agreement, which is likewise attached hereto and incorporated herein by this reference.

5. Closing. Closing shall occur at Silverhawk's offices or other mutually agreed upon location and at a mutually agreed upon date ("Closing Date") and time. At closing, Owner shall execute a bill of sale in the form of an FAA form 8050-2 ("Bill of Sale") or similar document to transfer ownership of the Share to Silverhawk, and Silverhawk shall pay the Repurchase Price and execute a Release, substantially in the form as Attachment "B" hereto, releasing Owner from any and all liability under the Ownership Agreement. Silverhawk's acceptance of the Share shall be deemed to have occurred upon its execution of the Release. Title and risk of loss or damage to the portion of the Aircraft represented by the Share shall pass to Silverhawk at the moment of delivery of the Bill of Sale. Upon delivery of the Bill of Sale to the Silverhawk, Silverhawk shall obtain a new registration certificate from the Federal Aviation Administration removing Owner as one of the fractional owners of the Aircraft. Silverhawk shall also cause its Insurance carrier providing insurance for the Aircraft to remove Owner as a named insured on the insurance policy for the Aircraft.

6. Cancellation of Closing. (a) If, prior to closing, the Aircraft is destroyed or damaged beyond repair, or is seized by the United States Government, this Agreement will be terminated and Owner shall return to Silverhawk the Deposit made hereunder, if any.

7. Taxes. Silverhawk will be responsible for any sales or use tax, registration fee or assessments due to its repurchase of the Share. The Repurchase Price is exclusive of any sales or use tax, value added taxes, duties, registration fees or any charges that may be levied against Silverhawk by various governmental authorities in connections with the repurchase, sale, transfer, use, or registration of the Share. Silverhawk agrees to hold Owner harmless from any and all liabilities for Silverhawk's failure to pay any tax which any taxing authority may levy against the repurchase of the Share.

8. Owner's Representations and Warranties. Owner represents and warrants to, and covenants and agrees with Silverhawk, as follows:

(a) On the Closing Date, no defaults or conditions caused by or through Owner which, with the passage of time or giving of notice or both, would constitute defaults, exist under any agreement, instrument or document to which Owner is a party, or by which the Aircraft or the Share is bound.

(b) On the Closing Date, Owner shall own good and marketable title to the Share, free and clear of any and all leases, liens, claims, rights to purchase and encumbrances other than the rights of any additional Share owners or Silverhawk as provided in the Fractional Ownership Agreement.

(c) Owner a public body corporate and governing body of the University of Nebraska established pursuant to the laws and constitution of the State of Nebraska, and has all power and authority to enter into this Agreement, to execute, deliver and receive all other instruments and documents executed and delivered and received in connection with the transactions herein referred to (collectively, "Documents"), and to carry out the sale and transfer of the Share to Silverhawk.

(d) There is no action, suit or proceeding pending against Owner before or by any court, administrative agency or other governmental authority which brings into question the validity of, or in any way legally or financially (in the case of performance) impairs, the execution, delivery or performance by Owner of any Document.

(e) The execution and delivery of Documents by Owner and the performance by it of its obligations thereunder, including, without limitation, the conveyance of the Share and the acceptance of the Purchase Price in exchange therefor, have been duly authorized by all necessary organizational action of Owner and do not violate or conflict with (i) any provision of Articles of Incorporation or Owner Bylaws or Operating Agreement, as the case may be, or (ii) any law or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority.

(f) Owner is not subject to any restriction (which has not been complied with) or agreement which, with or without the giving of notice, the passage of time, or both, prohibits or would be violated by, or be in conflict with, the execution, delivery and consummation of the Documents and transactions therein referred to.

(g) Owner has not employed, engaged or otherwise dealt with any broker or agent in connection with this Agreement and any commissions payable as a result thereof shall be the sole responsibility of Silverhawk unless such broker or agent has been retained by written agreement by Owner.

(h) **EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8, THERE ARE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, CONCERNING THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, OR THE AIRCRAFT, ITS CONDITION, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS AIRWORTHINESS, ITS DESIGN, ITS OPERATION, ITS MERCHANTABILITY OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. OWNER SHALL, IN NO EVENT, BE LIABLE TO SILVERHAWK FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY THE AIRCRAFT OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFICIENCY THEREIN, OR THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO.**

9. Silverhawk's Representations and Warranties. Silverhawk represents and warrants to, and agrees with Owner as follows:

(a) Silverhawk is a Nebraska corporation, duly and validly organized and existing in good standing under the laws of the State of Nebraska and deemed a citizen of the United States in accordance with 49 U.S.C. Section 40102(a) (15).

(b) Silverhawk has the power and the authority to enter into the Documents to be executed and delivered by Silverhawk, and to carry out the transactions contemplated thereunder.

(c) The execution and delivery of the Documents by Silverhawk, and the performance of its obligations thereunder have been duly authorized by all necessary action of Silverhawk and do not violate or conflict with (i) any provision of Silverhawk's Articles of Incorporation or By-Laws, or (ii) any law or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority. There is no action, suit or proceeding pending or threatened against Silverhawk before any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Silverhawk of any Document.

(d) The Documents to be executed and delivered by Silverhawk constitute the valid and binding obligations of Silverhawk enforceable in accordance with their respective terms.

(e) Silverhawk acknowledges that in repurchasing and accepting the Share, it has relied solely on its own management of the Aircraft, including maintenance of all related records.

(f) Silverhawk acknowledges that the Aircraft has been inspected and maintained in accordance with Silverhawk's FAA approved Part 135 or Part 91(k) certificate.

(g) Silverhawk acknowledges that the total time on the aircraft and engine or engines are documented in the aircraft logs and records it maintains for the Aircraft.

10. Registration Under Cape Town Convention.

In the event Owner has registered the Share on the International Registry pursuant to the Cape Town Convention, Owner shall consent to the registration thereon by Silverhawk of its repurchase of the Share.

11. Indemnification. Silverhawk shall indemnify Owner and protect, defend and hold it harmless from and against any and all loss, cost, damage, injury or expense, including, without limitation, reasonable attorney's fees, wheresoever and howsoever arising which the Owner or its regents, officials, officers, employees, agents or members may incur by reason of any Silverhawk breach of its representations or obligations set forth in the Documents. In the event any claim for indemnification hereunder arises on account of a claim or action made or instituted by a third person against Owner, Owner shall notify Silverhawk after the receipt of notice by the Owner that

such claim was made or that such action was commenced. Silverhawk shall be entitled to participate in the defense of any such claim or action by counsel of its own choosing. If Silverhawk shall participate in the defense of such claim or action, the same shall not be settled without its prior written consent (which consent shall not be unreasonably withheld) unless Silverhawk shall deny or fail to confirm after written request Owner's right to indemnification. Silverhawk also hereby indemnifies and holds Owner harmless against any loss sustained or reasonable expense incurred by the other as the direct result of arising out of the imposition on the Aircraft or the Share of any Federal or other tax lien or the foreclosure thereof by virtue of the failure to pay or underpayments by Silverhawk of the Federal or other taxes payable by Silverhawk.

12. Benefits of Representations and Warranties. Owner hereby assigns or re-assigns to Silverhawk (to the extent assignable) Owner's proportional share of the benefits of all warranties, representations, covenants and indemnities made to Owner by, or which Owner is entitled to enforce against, the manufacturer of the Aircraft or any component thereto.

13. Attorney Fees. In the event any action is filed in relation to this Agreement, each party shall be responsible for his/her/its own attorney's fees.

14. Waiver. Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

15. Severability. The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

16. Miscellaneous.

(a) This Agreement shall be governed by the laws of the State of Nebraska, regardless of the site of actual signing and/or performance. Any action to enforce the provisions of this Agreement must be brought in the state courts located in Lancaster County, Nebraska. Any legal action by Supplier in relation to the Agreement shall be instituted in accordance with the provisions of the Nebraska State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306).

(b) A signed copy of this Agreement shall have the same force and effect as a signed original.

(c) This Agreement, including all attachments, constitutes the full and entire agreement and understanding between Owner and Silverhawk on the subject matter hereof, and supersedes all prior agreements, proposals, representations and communications, whether written or oral, between the parties and may be modified only in writing signed by both parties.

(d) Time is the essence of the Agreement.

(e) This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided however, that neither party shall assign its interest in this Agreement without the prior written consent of the other party.



(f) Any notice required hereunder shall be in writing sent via certified mail or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

Attachments: A - Description of the Interest
B - Release
C – University of Nebraska Legal and Policy Compliance Addendum

AGREED AND ACCEPTED:

Board of Regents of the University of
Nebraska
“Owner”

Silverhawk Aviation, Inc.
“Silverhawk”

(sign) _____
Name: Jeffrey P. Gold, M.D.
Title: President and CEO

(sign) _____
Name: John Geary
Title: Chief Executive Officer

Attest:

(sign) _____
Name: Katie Hoffman
Title: Corporation Secretary
Date:

Notices to Board of Regents of the University
of Nebraska shall be sent to:

Seth Dorsey
Deputy AD for Internal Operations & CFO
800 Stadium Drive
Lincoln, NE 68588

Notices to Silverhawk Aviation, Inc. shall be
sent to:

John Geary
1150 North 83rd Street
Lincoln, NE 68505
jgeary@silverhawkaviation.com

With copy to:

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

With copy to (optional):



Attachment "A"

Interest Description

A **50%** undivided fractional interest in the Aircraft, together with the Aircraft Documentation (as defined below) and all appurtenances, appliances, parts, instruments, components, accessions, furnishings, items of equipment, and accessories installed therein or thereon as more specifically described below. For purposes of this Agreement, "Aircraft Documentation" shall mean all documents and records required to be maintained by the Federal Aviation Administration (FAA) with respect to the Aircraft, including, without limitation, all airframe, engine and accessory logbooks, FAA approved airplane flight manual, current weight and balance records, manuals for installed equipment, overhaul records, maintenance records, maintenance contracts, computerized maintenance programs, airframe and aircraft component warranties, if any, engine warranties, if any, avionics warranties, if any, and all issued FAA form 337s and/or all foreign aviation authority equivalents, and any FAA form 8130s related to the Aircraft or any component thereof since new.

1. Airframe:

- (a) Registration No.: N814SH
- (b) Manufacturer's Serial: 560-0405
- (c) Total Time: 9,960 hours as of 10/28/2025

2. Engines: Pratt & Whitney, PCE-500207 & PCE-500057

3. Specified Avionics and Equipment:

Dual Garmin GTN 750 WAAS/GPS/COM/Nav Unit • Dual Garmin GTX 3000 Transponders with Mode S and enhanced Flight ID • Garmin GA35 Audio Panel • GDL-69A XM Weather and Radio • GDL-88 ADS-B Weather and Traffic Receiver • Honeywell CAS 67A TCAS II • GoGo Avance L5 Wi-Fi with Talk and Text • Garmin FlightStream 210 Bluetooth iPad Connectivity • Honeywell Primus 1000 Integrated Flight Control System • Three Screen Primus 1000 3 Tube EFIS • Honeywell EGPWS • Fairchild A200S Cockpit Voice Recorder • Collins ALT-55B Radar Altimeter • Honeywell Primus 650 Integrated Weather Radar

4. Other Features:

Thrust Reversers • Single Point Fueling • Cabin AC Inverters and USB Outlets • Lead Acid Battery • Quick-Donning O2 Masks • Freon A/C

5. Exterior: Black and white with red and silver stripes.

6. Interior: Eight passenger seating configuration with belted seat in lavatory. Grey leather seats with chrome/brushed aluminum hardware. Forward galley with coffee warmer.



Attachment "B"

RELEASE

This Release is made and entered into and granted to the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("Seller") on this _____ day of _____, 2025 ("Effective Date") by Silverhawk Aviation, Inc., a Nebraska corporation ("Silverhawk") on behalf of itself and all fractional Owners of the following Aircraft:

Make and Model: Cessna Citation Ultra (Citation 560)

Registration Number: N814SH

Serial Number: 560-0405

Silverhawk, on behalf of itself and all individuals, limited liability companies and/or corporations, trusts or other such entities whose signatures appear on the signature page(s) affixed to the Citation Ultra Fractional Ownership Agreement, Citation Encore Fractional Ownership Agreement, Citation Excel Fractional Ownership Agreement, or Cirrus Fractional Ownership Agreement, as the case may be, (each referred to as "Ownership Agreement") for the above identified Aircraft, collectively referred to as "Owners", and pursuant to that certain Limited Power of Attorney granted by Owners naming Silverhawk as its Attorney in Fact in taking such actions as necessary to register or reregister the Aircraft with the Federal Aviation Administration ("FAA") and to enter into and maintain a dry lease exchange agreement among the Owners of the Aircraft, hereby releases and forever discharges Seller, its predecessors, successors, subsidiaries, affiliates, officers, directors, employees, attorneys, insurers, agents, representatives and assigns, past, present or future, from any and all claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands and damages, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, that Silverhawk or the Owners ever had, now has, or hereafter may have, related to or arising out of the Ownership Agreement, including the Citation Ultra Management Agreement, Citation Encore Management Agreement, Citation Excel Management Agreement, or Cirrus Management Agreement, as the case may be, (each referred to as "Management Agreement") and the Master Dry Lease Aircraft Exchange Agreement ("Dry Lease Exchange Agreement") incorporated therein.

Silverhawk Aviation, Inc.

John Geary
Chief Executive Officer

University of Nebraska Legal and Policy Compliance Addendum

This University of Nebraska Legal and Policy Compliance Addendum (the "Addendum") to the Aircraft Fractional Interest Re-Purchase Agreement dated concurrently with this Addendum (the "Agreement") is effective as of the date of the last signature set forth below between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature, and Silverhawk Aviation, Inc. ("Supplier").

RECITALS

- A. University desires to enter the Agreement with Supplier.
- B. The Agreement is in the form provided by Supplier, which the parties are using for their mutual convenience.
- C. The Agreement is, with the exceptions noted in this Addendum, acceptable to University.
- D. Certain provisions in the Agreement cannot be accepted or are required in the Agreement by University as a matter of law and policy of the State of Nebraska and University.
- E. Supplier is willing to modify the Agreement as set forth in this Addendum.

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. **Incorporation and Priority of Terms.** The Agreement is amended as stated herein and this Addendum is incorporated into the Agreement by this reference. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.
2. **Taxes and Fees.** University is generally exempt from payment of state sales and use taxes and local occupation taxes within the State of Nebraska. University will furnish exemption certificates upon written request by Supplier. If Supplier is required to pay any taxes from which University is exempt as a result of doing business with University, Supplier shall be solely responsible for the payment of those taxes. If a tariff is imposed on any goods provided under the Agreement, each party shall pay an equal share of the costs of such tariff.
3. **Public Records.** Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier shall defend any challenge to such requested redactions at its own expense. Supplier's failure to request redactions to any information or records released by University under this section shall constitute a complete waiver of any and all claims for damages caused by any such release.
4. **Logos or University Marks.** Supplier 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. Supplier shall 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 Supplier's business.

5. **Conflict of Interest.** Supplier certifies, to the best of its knowledge and belief, that (a) there is no unresolved actual or potential conflict of interest related to the Agreement and (b), if Supplier is a University employee, immediate family member of a University employee, or business associated with a University employee and the Agreement is valued at \$2,000 or more, Supplier has, prior to execution of the Agreement, provided written notification to the vice president for business and finance or relevant vice chancellor for business and finance, as applicable, of Supplier's status as, relation to, or association with a University employee and of the Agreement. If an actual or potential conflict of interest related to the Agreement arises during the Term, Supplier shall provide to the vice president for business and finance or relevant vice chancellor for business and finance, as applicable, a written disclosure statement that describes all relevant information concerning the actual or potential conflict of interest. If the actual or potential conflict of interest cannot be resolved or University determines Supplier's certification set forth in this section is false, University may declare the Agreement void and of no further force or effect and University shall have no further obligations under the Agreement.

6. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

7. **No Personal Liability.** In no event shall any regent, official, officer, employee, agent, or student of University be personally liable or responsible for any representation, statement, covenant, warranty, or obligation contained in, or made in connection with, the Agreement, express or implied.

8. **Foreign Adversary Certifications.** The terms in this section defined in Neb. Rev. Stat. § 73-903 shall have the meaning defined therein. If the Agreement is for a technology-related product or service and no exception set forth in Neb. Rev. Stat. § 73-906(2) applies, Supplier certifies that it is not a scrutinized company, it will not subcontract with any scrutinized company for any aspect of performance of the Agreement, and any products or services provided under the Agreement do not originate with a scrutinized company. Supplier also certifies it is not a foreign adversary; individual who is a citizen or national of a foreign adversary; legal entity created solely under the laws of a foreign adversary; or agent, subsidiary, or affiliate of such an individual or legal entity acting on behalf of such individual or legal entity. The certifications set forth in this section shall be ongoing certifications during the term of the Agreement and Supplier shall immediately notify University of any change in the status of the certifications set forth in this section.

9. **Unenforceability of Certain Terms.** For the purposes of this section, "University" expressly includes any University employee acting in the course and scope of employment. Notwithstanding any provision of the Agreement to the contrary, any of the following terms within the Agreement shall have no effect and shall not be enforceable:

a. Any term making the Agreement period perpetual, providing for unlimited renewals of the Agreement, or automatically continuing the Agreement period from term to term;

b. Any term requiring or stating that the terms of the Agreement shall prevail over the terms of this Addendum in the event of conflict;

c. Any term requiring University to indemnify or to hold harmless Supplier or any third party for any act or omission;

d. Any term imposing interest charges contrary to those allowed by Neb. Rev. Stat. § 81-2404;

e. Any term requiring the application of the law of any state other than the State of Nebraska in interpreting or enforcing the Agreement or requiring or permitting that any dispute under the Agreement be resolved in courts other than the courts of the State of Nebraska;

f. Any term limiting the time period within which claims can be made or actions can be brought;

g. Any term waiving the sovereign immunity of the State of Nebraska;

h. Any term limiting Supplier's or any third party's liability for damages to University for any cause whatsoever related to: (i) intellectual property indemnity required by the Agreement; (ii) liquidated damages assessed under the Agreement; (iii) claims for personal injury, including death; (iv) claims for damage to real property or tangible or intangible property arising from Supplier's acts or omissions under the Agreement; (v) any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this Addendum or the Agreement to be maintained, by Supplier; (vi) damages arising from the gross negligence or willful misconduct of Supplier, its employees, its subcontractors, or its agents; and (vii) damages arising from Supplier's breach of data security or confidentiality obligations under the Agreement;

i. Any term permitting unilateral modification of the Agreement by Supplier or any third party;

j. Any term obligating University to pay attorneys' fees;

k. Any term requiring the confidentiality of records in contravention of the Nebraska public records statutes, Neb. Rev. Stat. §§ 84-712 to 84-712.09;

l. Any term binding University to any method of resolution of disputes under the Agreement not instituted in accordance with the provisions of Neb. Rev. Stat. §§ 81-8,302 to 81-8,306;

m. Any term requiring University to endorse or perform any act that may be perceived as an endorsement of a commercial good or service, Supplier, or any third party;

n. Any term requiring University to waive its rights to a jury trial or to participate in a class action; or

o. Any term granting Supplier or any third party a security interest in property of University.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Addendum as of the Effective Date.

Board of Regents of the University of Nebraska

Supplier

Signature: _____

Signature: _____

Printed Name: Jeffrey P. Gold, M.D.

Printed Name: _____

Date: _____

Date: _____

Title: President and CEO

Title: _____

Attest:

Signature: _____

Printed Name: Katie Hoffman

Title: Corporation Secretary

Notices to University shall be sent to:

Seth Dorsey
Deputy AD for Internal Operations & CFO
800 Stadium Drive
Lincoln, NE 68588

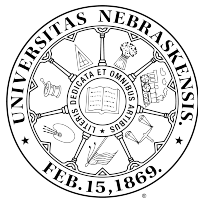
With copy to:

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

Notices to Supplier shall be sent to:

John Geary
1150 North 83rd Street
Lincoln, NE 68505
jgeary@silverhawkaviation.com

With copy to (optional):



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 5, 2025

AGENDA ITEM: Approve intermediate design information for the Lied Center for Performing Arts Renovation and Addition at the University of Nebraska-Lincoln; approve total project cost increase and execution of a standard form Guaranteed Maximum Price Contract; Approve use of University personnel in construction

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Rodney D. Bennett, Chancellor
Anne C. Barnes, Interim Vice Chancellor for Business & Finance

PURPOSE & KEY POINTS

RP-6.3.6.2.e. stipulates that the intermediate design shall be submitted to the Business and Finance Committee as part of the Project Approval Phase and reserves authority to approve and execute construction contracts over \$7.5 million to the Board of Regents. RP-6.2.5 permits, with the Board of Regents' approval, construction work by University employees when the preliminary Total Project Cost exceeds \$250,000.

The Program Statement for the Lied Center for Performing Arts Renovation and Addition was approved by the Board of Regents on December 3, 2021. During initial schematic design, it became clear that the approved budget was insufficient to achieve the full programmed scope. Combined with the lingering market impacts of the global pandemic on construction costs, this led to a pause in project design.

In March 2023, the campus executive leadership approved resuming design, reaffirming the building addition and establishing a target budget of \$35 million, for consideration by the Board. The approved program statement identified \$10 million in anticipated grant funds for this project; however, the grant was not funded because of the Lied Center's affiliation with the University of Nebraska. Additional time required for fundraising, and the consequent significant redesign needed to retain the addition, extended the project schedule. As a result, the redesign, combined with four years of inflation, has driven overall costs upward. Accordingly, a \$9.5 million budget increase is requested, bringing the total project budget to \$35 million. This project is entirely privately funded, and our generous contributors have been eagerly anticipating its start.

The approved Program Statement included the use of the Construction Manager at Risk (CMR) delivery method. The Whiting-Turner Contracting Company (TWTCC) was selected as CMR through a competitive qualifications-based process in accordance with Board of Regents policy and entered into a preconstruction services agreement on May 13, 2022. In accordance with the contract, upon approval of intermediate design documents, the Construction Manager shall propose a Guaranteed Maximum Price (GMP), representing the sum of the estimated cost of the work and the Construction Manager's fee.

The Business and Finance Committee has reviewed the proposed total project cost for the Lied Center for Performing Arts Renovation and Addition project and recommends approval of the budget increase and authorization to execute a GMP contract amendment with TWTCC.

Proposed start of construction	January 2026	
Proposed completion of construction	September 2027	
PROJECT COST:	Original	Proposed
	\$25,500,000	\$35,000,000
ON-GOING FISCAL IMPACT:		
Annual Operating Cost	\$37,440	
(40 hours weekly at \$18 x 52 weeks = \$37,440)		
SOURCE OF FUNDS: Private Funds	\$35,000,000	

BACKGROUND INFORMATION
None

RECOMMENDATION
The President recommends approval.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 5, 2025

AGENDA ITEM: Approve Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Nebraska Innovation Campus

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Anne C. Barnes, Senior Vice President | CFO

PURPOSE & KEY POINTS

In keeping with the Board of Regents' pillar of Extraordinary Partnerships & Engagement, we aim to distinguish the University of Nebraska System and its partners through exceptional quality and impact, delivering extraordinary outcomes in both rural and urban settings.

The Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for Nebraska Innovation Campus (NIC) was approved by the Nebraska Innovation Campus Development Corporation (NICDC) Board at its June 24, 2025, meeting.

The Board of Regents previously approved the original CC&Rs in 2010 and the first Amended and Restated CC&Rs in 2012.

This update modernizes and clarifies the governance and operational structure of Nebraska Innovation Campus. It designates NICDC as the developer, granting it full authority to review, approve, reject, or require modifications to development and construction plans and to establish the design guidelines that govern those activities. The amended CC&Rs also update the legal descriptions of the original campus area and include descriptions for properties that have been removed or exempted from the CC&Rs.

In addition, the document refreshes language related to permitted and prohibited uses, campus maintenance and management, assessment procedures, and enforcement provisions. Collectively, these revisions align the CC&Rs with the current operational framework of NIC and support the continued orderly development and management of the campus.

RECOMMENDATION

The President recommends approval.

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
NEBRASKA INNOVATION CAMPUS
Lincoln, Lancaster County, Nebraska

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
NEBRASKA INNOVATION CAMPUS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “Declaration”) is made as of the ____ day of _____, 2025, by the Nebraska Innovation Campus Development Corporation, a Nebraska nonprofit corporation (“NICDC”) and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska-Lincoln (“University”). NICDC and the University may hereafter be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on or about October 30, 2012, the Parties, along with Nebraska Nova L.L.C., a Wyoming limited liability company, doing business in Nebraska as Nebraska Nova Development L.L.C. (“Nebraska Nova”), entered into those certain Amended and Restated Covenants, Conditions and Restrictions (the “First Restated Covenants”), which the Parties desire to amend and restate in their entirety as provided below to reflect changes in operational structure within Nebraska Innovation Campus; and

WHEREAS, the University is the owner in fee of that certain real property located in Lancaster County, Nebraska, more particularly described in Exhibit A (the “Original Campus Area”), that was previously subject to the covenants, conditions and restrictions set forth in the First Restated Covenants;

WHEREAS, the Parties desire to remove portions of the Original Campus Area from the covenants, conditions and restrictions under this Declaration and hereby designate the real property owned in fee by the University and described in Exhibit B (“Nebraska Innovation Campus” or the “Property”) as subject to the covenants, conditions and restrictions contained in this Declaration;

WHEREAS, NICDC is the master lessee of the Property; and

WHEREAS, this Declaration is made to ensure that the Property is utilized in the best interests of the Parties for purposes of developing and operating Nebraska Innovation Campus in a manner that will be a continuing asset to the University, and to this end, the Parties desire to subject Nebraska Innovation Campus, together with such additions as may hereafter be made thereto to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

NOW THEREFORE, the Parties hereby declare that all of Nebraska Innovation Campus and such additions or removals thereto as may hereafter be made pursuant to Section 3 hereof, shall be held, conveyed, leased, rented, used, occupied, and improved, subject to the following covenants, conditions, restrictions, easements, charges and liens (the “Restrictions”). The Restrictions shall run with the land and shall be binding upon the Parties, their successors and assigns and upon the parties having or acquiring any interest in Nebraska Innovation Campus or any part or parts thereof, and shall inure to the benefit of the Parties and their successors in title to Nebraska Innovation Campus or any part or parts thereof.

1. **Definitions.**

- 1.1. “Architecture Review Committee” means that entity established pursuant to Section 12 hereof for the purposes therein stated.
- 1.2. “Board of Directors” means the governing body of NICDC.
- 1.3. “Capital Assessment” means the assessment levied by NICDC pursuant to Subsection 11.3 for the purposes of therein stated.
- 1.4. “Commercial Unit” means any structure or portion thereof situated upon a Lot which is designed and intended for use and occupancy for such non-residential purposes as are permitted under these Restrictions. A Commercial Unit may be a condominium unit.
- 1.5. “Common Areas” means any part of Nebraska Innovation Campus that is not designated on a Plat as a Lot, or Improvements owned by the University or NICDC designated as Common Areas, and shall include any Improvements, Infrastructure, Paths, non-recreational water features, Detention Areas, Retention Areas, and Common Parking Facilities thereon located.
- 1.6. “Common Parking Facility” means any parking lot owned, managed, and maintained by NICDC.
- 1.7. “Curb strip” means the area between a roadway or street and the sidewalk and may be planted with grass and/or plants, including trees.
- 1.8. “Design Guidelines” means the design criteria for Nebraska Innovation Campus, which may be revised or amended from time to time by the University or NICDC, and which shall be provided by NICDC upon request.
- 1.9. “Detention Area” means an area depicted on the Master Plan which has been engineered to accommodate from time to time surface water drainage.
- 1.10. “General Assessment” means all sums lawfully assessed against each Responsible Party within Nebraska Innovation Campus pursuant to Subsection 11.1.
- 1.11. “Improvement(s)” shall mean any building or permanent structure constructed on a Lot within Nebraska Innovation Campus, including, but not limited to, the main facility, any outside facility including patios and dining areas, and all retaining walls constructed on a Lot.
- 1.12. “Improvement Owner” means a Person who at the time has or is acquiring legal title to an Improvement on a Lot except a Person who has or is acquiring such title merely as security for the performance of an obligation.

- 1.13. “Infrastructure” means the fundamental facilities and systems serving Nebraska Innovation Campus for public and private use and provided for by NICDC, including but not limited to wet and dry utilities, streets, sidewalks, and irrigation systems.
- 1.14. “Living Unit” means a room or combination of rooms designed for year-round habitation, containing a bathroom and kitchen facilities, and designed for or used as a permanent residence by at least one Person.
- 1.15. “Lot(s)” means any plot of land intended as a building site shown upon a recorded Plat, any part of Nebraska Innovation Campus designated in a recorded instrument as a “Lot.”
- 1.16. “Maintenance Costs” means all of the costs necessary to keep Common Areas operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, replacement of all or part of any such Common Area, payment of all insurance premiums for public liability, casualty and other insurance maintained with respect thereto, all utility charges relating to such facilities, all taxes imposed on the facility, leasehold, easement, or right-of-way, and any other expense related to the continuous maintenance operation, or improvement of the Common Area.
- 1.17. “Master Plan” means the master site plan of Nebraska Innovation Campus.
- 1.18. “Nebraska Innovation Campus” means the land described in Exhibits A and B and such other real estate may from time to time be included therewith under the provisions of Section 3.
- 1.19. “NICDC” means Nebraska Innovation Campus Development Corporation, a Nebraska non-profit corporation.
- 1.20. “Parcel” means each platted subdivision or neighborhood of Nebraska Innovation Campus as may be depicted on the Master Plan, Supplemental Declaration, or are declared by NICDC to constitute a “Parcel.” One or more Lots may be included in more than one Parcel.
- 1.21. “Parcel Assessment” means an assessment made pursuant to Subsection 11.1.5 of this Declaration.
- 1.22. “Paths” means those walkways and/or bikeways installed pursuant to Section 6.
- 1.23. “Person” means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.
- 1.24. “Plat” means a secondary plat of a portion of Nebraska Innovation Campus subdividing the land and depicting Lots, executed by the University and/or NICDC and recorded in the office of the Lancaster County Register of Deeds.

- 1.25. "Proposed Plans" means any site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, and materials plans, demolition plans, and such other plans and specifications as may be appropriate and any other data or information that the Architecture Review Committee may request with respect to the improvement or alteration of a Lot or the construction or alteration of any Improvement thereon.
 - 1.26. "Responsible Party" means the owner or ground lessee of a Lot within Nebraska Innovation Campus.
 - 1.27. "Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Declaration and the Design Criteria, as the same may be amended from time to time.
 - 1.28. "Retention Area" means an area depicted on the Master Plan which has been engineered to maintain a permanent pool of water and to hold storm water runoff.
 - 1.29. "Site Furniture and Facilities" means any furniture, trash containers, artwork, sculptures, or other furniture, fixtures, light fixtures, equipment, or facilities constructed, installed, or placed in Nebraska Innovation Campus by the University or NICDC and intended for the common use or benefit of some, if not all, Responsible Parties, sub-lessees, owners of Improvements, tenants, and occupants.
 - 1.30. "Supplemental Declaration" means any supplemental declaration of covenants, conditions, or restrictions, or any declaration of horizontal property regime which may be recorded and which extends the provisions of this Declaration or any previously recorded Supplemental Declaration to a Platted neighborhood and contains such complementary or supplementary provisions for such Platted neighborhood as are required or permitted by this Declaration.
 - 1.31. "University" means the University of Nebraska.
2. **Declaration.** The Parties hereby expressly declare that Nebraska Innovation Campus, as described in Exhibits A and B, and any additions thereto, pursuant to Section 3 hereof, shall be held, transferred, and occupied subject to the Restrictions. The Restrictions shall be administered and applied by NICDC, all Responsible Parties, and any Improvement Owner, sublessee, tenant, or occupant of any Improvement on any Lot subject to these Restrictions, (i) by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase or lease thereof, whether from the University, NICDC, a Responsible Party or Improvement Owner, or (ii) by the act of occupancy of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Responsible Party and Improvement Owner acknowledges the rights and powers of the University and NICDC with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns,

covenants, agrees and consents to and with the University, NICDC, Responsible Parties, and current and subsequent Improvement Owners to keep, observe, comply with and perform such Restrictions and agreement. NICDC shall have complete authority to approve, reject, or require modification to any plan or design proposal for development or construction and to establish the Design Guidelines.

3. **Revisions to Nebraska Innovation Campus.** In order to ensure the continued vitality and quality of Nebraska Innovation Campus, the University shall have the right to remove real estate from the scheme of this Declaration or add real estate to Nebraska Innovation Campus and bring such real estate within the scheme of this Declaration.

The additions authorized under this section shall be made by the filing of record of this Declaration or one or more Supplemental Declarations with respect to the additional real estate and by filing with NICDC any revisions to the Master Plan necessary to reflect the scheme of development of the additional real estate. Unless otherwise stated therein, such revisions to the Master Plan shall not bind the University to make the proposed addition. For purposes of this Section 3, a Plat depicting a portion of Nebraska Innovation Campus shall be deemed a Supplemental Declaration.

4. **Permitted Uses.**

- 4.1. Nebraska Innovation Campus is an urban mixed-use community, and each Lot within Nebraska Innovation Campus may be developed for residential, commercial, recreational, University, and other similar uses, or a mix thereof, subject to the remaining provisions of the Declaration, any Supplemental Declarations, and Design Guidelines. All uses are subject to approval by NICDC and NICDC shall have the ability to approve uses in addition to those set forth below in NICDC's sole discretion.

- 4.1.1. Permitted residential uses are:

- 4.1.1.1. Single-family housing, including townhomes and condominiums.

- 4.1.2. Permitted commercial uses are:

- 4.1.2.1. Research and development.

- 4.1.2.2. Office, including office buildings, serviced offices, and medical facilities;

- 4.1.2.3. Leisure, including public houses offering food service, brewpubs, restaurants, bakeries, creameries, movie theaters, and cafes;

- 4.1.2.4. Retail, including retail stores and shops; and

- 4.1.2.5. Multifamily residential housing including apartments.
- 4.1.3. Recreational uses include indoor or outdoor athletic facilities or playfields, playgrounds, parks, and any associated amenities.
- 4.1.4. University uses include student and faculty housing and any use in furtherance of University's mission of education, research, and service to the State of Nebraska and its people.
- 4.2. Permitted uses by area will be designated by NICDC pursuant of the Master Plan.
- 4.3. Tenant approval by NICDC. All tenants, lessees, and sub-lessees at Nebraska Innovation Campus shall be subject to approval by NICDC, except for individual residential housing tenants. A tenant shall not sublet, license, assign, transfer or convey their interests to a new tenant which has not been approved by NICDC. Notwithstanding the foregoing, it is agreed that the terms "sublet" or "license" as used herein pertain only to a direct transfer or conveyance of tenant's interest in real property or a sublease of the tenancy.
- 5. **Prohibited Uses**. The uses of Lots shall be consistent with this Declaration and consistent with the Permitted Uses. Notwithstanding anything herein to the contrary, none of the following uses or operations shall be conducted or permitted on or with respect to all or any part of the Lots unless otherwise approved by NICDC in its sole discretion:
 - 5.1. Any public or private nuisance;
 - 5.2. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;
 - 5.3. Any use which emits or results in strong, unusual or offensive odors (but not such odors as shall normally emit from restaurants), fumes, dust or vapors, creates a hazardous condition, or is used in whole or in part, for warehousing or dumping or disposing of garbage or refuse, other than in enclosed receptacles intended for such purpose;
 - 5.4. Any use which emits an excessive quantity of dust, dirt or fly ash;
 - 5.5. Any use which could result in, or cause fire, explosion or damaging or a dangerous hazard, including the storage, display or sale of explosives or fireworks;
 - 5.6. Any operation primarily used for refining, smelting, or mining operations;
 - 5.7. Any mobile home or trailer court, auction house, labor camp, junkyard, mortuary, funeral home, stock yard, or animal raising;
 - 5.8. Any automobile, truck, trailer, or recreational vehicle sales, rental, leasing, or body and fender repair operation;

- 5.9. Any flea market and/or swap meet or second hand or surplus store;
 - 5.10. Any commercial endeavor which conducts, markets, promotes, or sells items or activities of a sexually oriented nature;
 - 5.11. Any gas or service station or automobile service facility or car-washing establishment;
 - 5.12. Any establishment selling illegal drug related paraphernalia or paraphernalia related to the use or consumption of products containing or derived from plants of the Cannabis genus;
 - 5.13. Any central laundry, dry cleaning plant, or laundromat;
 - 5.14. Any gambling facility or operation;
 - 5.15. Any nightclub, standalone bowling alley, cigar bar, vape shop, tobacco store, payday lender, or retail establishment that predominantly sells prepackaged alcoholic beverages or products containing or derived from plants of the Cannabis genus;
 - 5.16. Any stand-alone outdoor advertising signs or billboards shall not be permitted upon any property in Nebraska Innovation Campus, except signage as determined by NICDC; or
 - 5.17. Any establishment providing the same or similar educational or academic services to the University, or directly or indirectly engaged in postsecondary education.
6. **Common Areas.** Title to all Common Areas is held by the University. NICDC shall be responsible for maintaining all Common Areas and the Maintenance Costs thereof shall be assessed as a General Assessment against each Responsible Party. NICDC may, but is not obligated to construct, install, or place civic buildings, parks, recreational facilities, underground utility facilities, Infrastructure, Site Furniture and Facilities, Paths and path lighting, planting structures, Common Parking Facilities, fountains or other non-recreational water features, Detention Areas, or Retention Areas on Common Areas as it deems desirable and necessary. Any such Improvement made to or installed on a Common Area shall be a Common Area. The use of Common Areas shall be subject to such reasonable rules, regulations, and use fees as NICDC may impose which are not inconsistent with the provisions of this Declaration or any Supplemental Declaration.
 - 6.1. **Common Parking Facilities.** NICDC shall maintain any Common Parking Facilities located in Nebraska Innovation Campus, including any exterior and interior landscaping, and the Maintenance Costs thereof shall be assessed as a Capital and Infrastructure Assessment.
 - 6.2. **Paths and Path Lights.** NICDC may, but is not obligated to, install Paths and path lights at the approximate locations depicted in the Master Plan, Design Guidelines, or Plat and may reserve easements for such purpose over and across Lots. If installed, NICDC shall operate and maintain the Paths and path lights and the Maintenance Costs thereof shall be

assessed as a General Assessment against all Responsible Parties. NICDC may adopt such rules and regulations with respect to the use of the Paths as it may deem appropriate including but not limited to the prohibition of the use of all or some of the Paths by bicycles, skateboards and/or motorized or non-motorized vehicles.

6.3. **Non-recreational water features, Detention Areas, and Retention Areas.**

6.3.1. **Development.** The University and NICDC reserve the right to develop any non-recreational water feature, Detention Area, or Retention Area located within the Nebraska Innovation Campus development area, including the right to alter the size and configuration thereof .

6.3.2. **Maintenance.** NICDC shall be responsible for maintaining all non-recreational water features, Detention Areas, and Retention Areas. The Maintenance Costs of any non-recreational water features and Detention Areas shall be assessed as a General Assessment against all Responsible Parties.

6.3.3. **Use.** No boats shall be permitted upon any non-recreational water feature, Detention Area, or Retention Area except if and to the extent authorized by NICDC and then subject to such rules and regulations as may be adopted by NICDC. No dock, pier, wall or other structure may be extended into any non-recreational water feature, Detention Area, or Retention Area. No swimming or fishing will be permitted in any non-recreational water feature, Detention Area, or Retention Area. Each Responsible Party, Improvement Owner, sublessee, tenant, occupant shall indemnify and hold harmless the University, NICDC, and other Responsible Parties or Improvement Owners against all loss or damage incurred as a result of injury to any person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to, a non-recreational water feature, Detention Area, or Retention Area. The University and NICDC shall have no liability to any person with respect to any non-recreational water feature, Detention Area, or Retention Area, the design, depth, pool level, water quality or use thereof or access thereto, or with respect to any damage to any Lot resulting from a non-recreational water feature, Detention Area, or Retention Area or the proximity of a Lot thereto, including loss or damage from erosion.

7. **Design Guidelines.** All new Improvements or material modifications to existing Improvements located on any Lot within Nebraska Innovation Campus shall comply with the Design Guidelines and these Restrictions.

8. **Improvements.**

8.1. **Design and Plan Approval.** No improvement shall be constructed, erected, expanded, or altered on any Lot or portion thereof until the plans and specifications for the same (including suite layout, exterior building materials and colors, landscaping and parking layouts) have been approved by NICDC (upon recommendation of the Architecture

Review Committee) and all required permits have been obtained. Except as detailed in this Declaration, all buildings shall be designed so that the exterior elevation for each shall be architecturally and aesthetically compatible. The design and construction on all Lots shall be in accordance with the Proposed Plans approved by NICDC (upon recommendation of the Architecture Review Committee) and in complete and full compliance with (i) any and all governmental requirements and all applicable ordinances, (ii) all restrictive covenants of record, and (iii) the Design Guidelines. Each Responsible Party agrees to cause its respective architect to work in good faith with the Architecture Review Committee so that the buildings to be erected and constructed will have an overall cohesive and related architectural continuity and will be in harmony with the Design Guidelines.

- 8.2. Screening. Any rooftop equipment shall be screened from public view from adjacent public streets and in a manner satisfactory to the Architecture Review Committee and NICDC. Any trash facility shall be screened from public view from adjacent streets on all four sides in a manner satisfactory to the Architecture Review Committee and NICDC.
- 8.3. Signs. All signs shall be subject to the approval of NICDC (upon recommendation of the Architecture Review Committee) and shall be in compliance with the signage criteria set forth in the Design Guidelines and in all events shall comply with any and all governmental requirements and applicable ordinances.
9. **Grant of Easements**. Subject to the terms of this Declaration, the University hereby grants and conveys the following non-exclusive easements appurtenant in, to, over, and across the Common Areas for the benefit and use of all Responsible Parties:
 - 9.1. Parking Easements. A nonexclusive easement in, to, over, and across the portions of Common Areas developed as Common Parking Facilities for the vehicles of owners, tenants, and invitees. Shared parking areas shall be subject to such reasonable rules, regulations and fees as NICDC may impose with respect thereto.
 - 9.2. Access Easements. A nonexclusive easement in, to, over, and across the Common Areas, including driveways, perimeter roads and access ways for vehicular and pedestrian ingress and egress, and access and the right of access over established circulation elements between the public streets and perimeter roads and access ways and any Lot.
 - 9.3. Access Easements – Signage. A nonexclusive easement in, to, under, over, and across the Common Areas, for the installation and maintenance of pylon or monument sign structures to be located on the Lots pursuant to the Design Guidelines.
 - 9.4. Utility Easements. A nonexclusive easement in, to, over, and across the Common Areas for the benefit of and appurtenant to each other for the purposes of installation of sewer, water, gas pipes and systems, electrical power conduits, telephone conduits, lines and wires, and other public utilities below the ground surface at a location or locations reasonably approved in writing by NICDC.

- 9.5. Drainage. A nonexclusive easement in, to, over, and through the drainage patterns and systems for reasonable surface drainage purposes. The University shall have the right to designate and change the location or nature of any Detention Area. The University hereby declares, creates, and establishes a perpetual, non-exclusive right-of-way and easement to dispose of storm water to and through the point of entry onto the City right-of-way or to any subsequent locations.
- 9.6. Easements and Common Areas. A current depiction of existing Common Areas and easements for Nebraska Innovation Campus may be obtained from NICDC upon request. The Master Plan, including the Common Areas and easements, are subject to change by NICDC from time to time in its sole discretion.

10. Maintenance and Management of Nebraska Innovation Campus.

- 10.1. Maintenance Obligations of NICDC. NICDC shall be responsible for the landscaping and maintenance, including mowing any grass, of all Common Areas and the Curb Strip portion of each Lot, in good and clean condition and repair, to the same extent as a Responsible Party as provided in sub-paragraphs 10.2.1 through 10.2.9, with the exception of watering the Curb Strip portion of each Lot. All Maintenance Costs shall be assessed as a General Assessment against all Responsible Parties.
- 10.2. Responsible Party Maintenance Obligations. Responsible Parties shall be responsible at all times to maintain their Lot in good and clean condition and repair, including, without limitation, the following:
- 10.2.1. Maintaining, repairing and resurfacing, when necessary to ensure functionality and safety, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary, to maintain clearly visible parking stall and traffic control lines;
 - 10.2.2. Removing all papers, debris, filth, weeds, non-planted landscape including volunteer trees, and refuse from the Lot and washing or thoroughly sweeping such property to the extent reasonably necessary to keep such property in a clean and orderly condition;
 - 10.2.3. Removing snow and ice from sidewalks and within 24 hours following the end of snowfall. Placing snow on any street, sidewalk, or right-of-way is prohibited;
 - 10.2.4. Placing, painting, maintaining, and replacing and repainting, as and when necessary to ensure safety, all directional signs, markers, striping and pedestrian crossings;
 - 10.2.5. Operating, maintaining, repairing and replacing, when necessary to ensure full functionality and safety, such artificial lighting facilities as shall be reasonably required to meet the minimum footcandles of exterior lighting required by any

and all governmental requirements and applicable ordinances, including, but not limited to, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks, and contacts;

10.2.6. Maintaining all landscaped areas, excluding any curb strip; watering all landscaped areas to include any curb strip; maintaining, repairing and replacing, when necessary to ensure full functionality, automatic sprinkler systems and water lines; replacing shrubs and other landscaping as necessary to maintain aesthetics, function, and safety;

10.2.7. Maintaining, repairing and replacing, when necessary to ensure full functionality and to maintain aesthetics and safety, all fences, walls or barricades;

10.2.8. Maintaining, repairing and replacing, when necessary to ensure full functionality, all storm drains, sewers, lift stations and other utility lines not dedicated to or maintained by NICDC, or by the public or conveyed to any public or private utility which are necessary for the operation of the improvements located in Nebraska Innovation Campus;

10.2.9. Maintaining in full force and effect commercially reasonable insurance; and

10.2.10. Supervising traffic at entrances and exits if necessary as conditions reasonably require in order to maintain an orderly and proper traffic flow.

10.3. Duty to Maintain. Each Responsible Party shall be responsible for the maintenance, insurance and lighting of its Lot. In the event any Responsible Party defaults in the performance of such obligations, NICDC shall have the right (but shall not be obligated), either itself or through a third-party contractor, to perform the obligations of the defaulting Responsible Party and bill the defaulting party for the expenses incurred. NICDC may, but is not obligated to, offer and establish reasonable fees for the performance of all maintenance obligations of the Responsible Party and/or snow removal from the Lot of a Responsible Party.

10.4. Indemnity Against Liens. Each Responsible Party shall indemnify, defend, protect and hold all other Responsible Parties, Improvement Owners, sublessees, and tenants harmless for, from and against any and all claims in connection with any and all liens arising out of any work performed, materials furnished to, or obligations incurred by such Responsible Party in connection with the operation and maintenance of the Lot for which it is responsible.

11. Assessment and Assessment Liens.

11.1. General Assessments.

11.1.1. Purpose of Assessment. The General Assessment levied by NICDC shall be used exclusively to promote the recreation, health, safety, and welfare of Responsible

Parties and occupants of units and for the improvement, maintenance, repair, replacement, and operation of Common Areas.

11.1.2. Basis for Assessment.

11.1.2.1. Residential Lots. Each residential Lot shall be assessed at a uniform rate without regard to whether a Living Unit or other Improvements have been constructed upon the Lot, except that if no Living Unit has been constructed on the Lot, NICDC shall waive with respect to such undeveloped Lot that part of any assessment that is attributable to services that are provided only with respect to improved Lots.

11.1.2.2. Commercial Lots.

11.1.2.2.1. Each unimproved commercial Lot shall be assessed at a uniform rate without regard to whether a Commercial Unit, multifamily structure, or multiuse structure has been constructed upon the Lot, except that NICDC shall waive with respect to such undeveloped Lot that part of any assessment that is attributable to services that are provided only with respect to improved Lots.

11.1.2.2.2. Each commercial Lot upon which a multifamily structure has been constructed shall be assessed at a rate equitably determined by the Board of Directors which takes into account the number of Living Units located on the Lot.

11.1.2.2.3. Each commercial lot upon which one or more commercial units have been constructed shall be assessed at a rate equitably determined by the Board of Directors which takes into account the gross square footage of the commercial units located on the Lot.

11.1.2.2.4. Each commercial Lot improved with a multiuse structure shall be assessed at a rate equitably determined by the Board of Directors which takes into account the gross square footage of the commercial units and the number of Living Units located on the Lot.

11.1.2.3. Lots Used by the University or NICDC. No Lot used by the University or NICDC shall be assessed by NICDC except such Lots as have been by the construction thereon of Living Units or Commercial Units, which improved Lots shall be subject to assessment as provided in subsections 11.1.2.1 and 11.1.2.2; provided however, Lots improved by the construction thereon of any Common Area shall in no event be subject to assessment.

11.1.2.4. Condominiums. Condominium units shall be separately assessed as a Lot applying the provisions of the foregoing subsections 11.1.2.1 and 11.1.2.2. If a multiuse structure is a horizontal property regime, then each

condominium therein shall be separately assessed applying the provisions of the foregoing subsections 11.1.2.1 and 11.1.2.2.

- 11.1.2.5. Change in basis. The basis for assessment may be changed upon the recommendation of the Board of Directors if such change is approved by two-thirds of the members who are voting in person or by proxy at a meeting of members duly called for this purpose.
- 11.1.3. Method of Assessment. By a vote of a majority of the Board of Directors, the Board of Directors shall, on the basis specified in Subsection 11.1.2, fix the General Assessment for each assessment year of NICDC at an amount sufficient to meet the obligations imposed by this Declaration and all Supplemental Declarations upon NICDC. The Board of Directors shall establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid.
- 11.1.4. Allocation of Assessment. Certain of the costs of maintaining, operating, restoring or replacing the Common Areas may be allocated among Responsible Parties on the basis of the location of the lands and improvements constituting the Common Areas and the intended use thereof. In determining the General Assessment, costs and expenses which in accordance with the provisions of this Declaration or a Supplemental Declaration are to be borne by all Responsible Parties shall first be allocated to all Responsible Parties. Costs and expenses which in accordance with the provisions of this Declaration or a Supplemental Declaration are to be borne by the Responsible Parties of certain Lots shall then be allocated to the Responsible Parties of such Lots, including the costs associated with the performance by NICDC of a Responsible Party's maintenance obligations as provided by Subsections 10.2 and 10.3. The provisions of subsection 11.1.2 shall not be deemed to require that all assessments against vacant Lots or Lots improved with comparable types of Living Units or Commercial Units, multifamily structures, or multiuse structures be equal, but only that each Lot be assessed uniformly with respect to comparable Lots subject to assessment for similar costs and expenses.
- 11.1.5. Parcel Assessments.
 - 11.1.5.1. Purpose of Assessments. Parcel Assessments shall be used for such purposes as are authorized by the Supplemental Declaration for such Parcel.
 - 11.1.5.2. Method of Assessment. An annual Parcel Assessment may be levied by NICDC against Lots in a Parcel using the basis as may be set forth in any Supplemental Declaration for such Parcel, and collected and disbursed by NICDC. The Board of Directors may fix in accordance with the provisions of any Supplemental Declaration the annual Parcel Assessment for each Parcel, the date(s) such Assessment shall become due, and the manner in which it shall be paid.

- 11.1.5.3. Special Assessments. In addition to the annual Parcel Assessment, NICDC may levy in any fiscal year a special Parcel Assessment against one or more of the Lots in a Parcel for the purpose of (A) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement upon the Parcel, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the Responsible Parties in the Parcel who are voting in person or by proxy at a meeting of such Responsible Parties duly called for this purpose or (B) defraying any Maintenance Costs incurred in satisfying any requirements imposed on NICDC by a Supplemental Declaration relating to a Parcel. Any special assessment pursuant to this subsection shall be allocated equally among all Lots in the Parcel.
- 11.2. Architectural Control Assessment. If any Responsible Party or Person acting for or on behalf of, or pursuant to the authorization or acquiescence of, a Responsible Party fails to comply with Design Guidelines or other requirements for construction of Improvements, landscaping, and other building activities or maintenance of a Lot (including the filing of a Proposed Plan) or any restrictive covenant or condition specified in a Supplemental Declaration for the Parcel in which such Responsible Party's Lot is located and/or the provisions of this Declaration, then NICDC may levy against the Responsible Party's Lot an Assessment in an amount determined by the Board of Directors which does not exceed the greater of (i) Five Hundred Dollars (\$500.00) for each day that such failure continues after written notice thereof is given by the University or NICDC to such Responsible Party or (ii) One Hundred Thousand Dollars (\$100,000.00). Such assessment shall constitute a lien upon any Improvement or the leasehold interest of such Responsible Party and may be enforced in the manner provided in subsection 11.5. The levy of an Architectural Control Assessment shall be in addition to, and not in lieu of, any other remedies available to the University and/or NICDC provided in this Declaration, at law or in equity in the case of the failure of a Responsible Party to comply with the provisions of this Declaration and all applicable Supplemental Declarations.
- 11.3. Capital Assessments. NICDC shall have the right and power to assess Capital Assessments to construct, reconstruct, or replace Improvements in the Common Area or Infrastructure within Nebraska Innovation Campus and to provide for the Maintenance Costs associated with the maintenance of Common Parking Facilities. Any such Capital Assessment shall be allocated to all Responsible Parties whose Lots derive a substantial benefit from the Capital Improvement or Infrastructure, as determined in the reasonable discretion of the Board of Directors, except that NICDC may allocate a portion of the Maintenance Costs of Common Parking Facilities which serve another Common Area and the amount so allocated shall be a General Assessment against all Responsible Parties as determined pursuant to Subsection 11.1. All Capital Assessments shall become due and payable on such date or dates as designated in the written notice to the Responsible Parties.
- 11.4. Covenant to Pay Assessments. Each Responsible Party, by acquiring ownership of a Lot or executing a ground lease for a Lot, is deemed to covenant and agree to pay all assessments set forth in this Declaration.

- 11.5. Effect of Nonpayment of Assessment; Remedies. If any assessment or any installment of any assessment is not paid within thirty (30) days after the same is due, NICDC, at its option, upon fifteen (15) days' prior written notice to the Responsible Party, may (a) declare the entire unpaid balance immediately due and payable, and (b) charge interest on the entire unpaid balance (or on an overdue installment alone, if it has not exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law unless a lower rate is agreed upon in an existing ground lease with such Responsible Party.
- 11.6. Lien for Assessment. Assessments, together with interest and costs, shall be a charge and continuing lien in favor of NICDC upon the leasehold interest in the Lot against which each such assessment is made. At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed against such leasehold interest with the Lancaster County Register of Deeds. The lien provided for herein shall remain valid until released or satisfied in the manner provided by law in Nebraska.
- 11.7. Non-Use. No Responsible Party may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area, or any part thereof, or by abandonment of its leasehold interest.

12. Architecture Review Committee.

- 12.1. Establishment. The Architecture Review Committee has been established and shall consist of no less than three members. All members shall be appointed by NICDC. Each member shall serve at the pleasure of NICDC and may be replaced by NICDC at any time upon notice to the remaining members. The Architecture Review Committee shall meet as required at such place and at such time as is mutually agreeable to the members thereof.
- 12.2. Purpose. The Architecture Review Committee shall regulate the external design, appearance, use, location, and maintenance of the Nebraska Innovation Campus property, and all of the Improvements thereon in such manner as to preserve and enhance values, to maintain a harmonious relationship among structures, Improvements, landscaping, and topography, to implement the development standards and guidelines set forth in any zoning ordinance and to assure compliance with the Design Guidelines established by the University and NICDC.
- 12.3. Proposed Plans. Before commencing the construction, addition, installation, modification, demolition or alteration of any building, enclosure, landscaping, fence, parking facility, sign, light pole, fixture, or any other structure or temporary or permanent improvements within Nebraska Innovation Campus (except for interior construction or remodeling), the Responsible Party for the Lot upon which such improvement is considered shall provide to the Architecture Review Committee for its review the Proposed Plans. The Architecture Review Committee shall adopt, by majority vote, appropriate procedures for plan

submission, review and recommendation to NICDC. Approval of plans shall require the affirmative vote of a majority of the NICDC Board. The Architecture Review Committee and NICDC shall apply the Design Guidelines in a fair, uniform, and reasonable manner and shall exercise discretion in the performance of their duties, consistent with the discretion inherent in the design review process. In rejecting any Proposed Plan, the Architecture Review Committee shall furnish the applicant with specific reasons for such rejection and may suggest modifications to such plans which would render the Proposed Plan acceptable to the Architecture Review Committee if resubmitted.

- 12.4. Consultants. The Architecture Review Committee may retain outside consultants to assist it in its activities, and may charge reasonable fees for plan review.
- 12.5. Waiver and Variance. A Responsible Party may petition NICDC to waive compliance with or grant a variance to any of the Restrictions set forth in Sections 4, 5, 7 or 8 of this Declaration. NICDC may waive or grant a variance to any such Restrictions upon such request and upon a finding by NICDC, in its sole discretion, that such request is in conformity with the general scheme for the development of Nebraska Innovation Campus. Such waiver or variance may be conditioned by NICDC upon the satisfaction of conditions or performance requirements set by NICDC. Notwithstanding any other provision contained herein, if NICDC shall fail to approve or disapprove any such request for waiver or variance within one hundred twenty (120) days after such request has been submitted to NICDC, such request shall be deemed conclusively to have been disapproved unless or until NICDC takes further action on the same, if ever.
- 12.6. Appeal. A decision of the Architecture Review Committee to reject plans, made pursuant to Subsections 12.3 may be appealed to NICDC which may reverse or modify such decision by a majority vote of the Directors then serving.
- 12.7. Governmental Approvals and Permits. To the extent reasonable, the Architecture Review Committee shall assist any party whose proposed plan has been approved in obtaining required approvals and permits from any governmental authority. The Architecture Review Committee's review and NICDC's approval of plans and specifications as described herein in no way relieves any party from obtaining any required approvals and permits from any governmental authority.
- 12.8. Liability of Committee. Neither the Architecture Review Committee or any member or agent thereof, nor the University, nor NICDC or any member or agent thereof, shall be responsible for any defects in any plans, specifications, or other materials submitted to it, nor for any defects in any work done according thereto. Neither the Architecture Review Committee nor NICDC makes, and any approval or disapproval taken by it is deemed to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.
- 12.9. Inspection. NICDC and members of the Architecture Review Committee or agents authorized by the NICDC or Architecture Review Committee may inspect work being

performed at any time to assure compliance with proposed plans, these Restrictions and any applicable regulations.

13. **Enforcement and Remedies for Violation.** Upon a violation or breach of any of the Restrictions set forth in this Declaration or of any Supplemental Declarations, the University and NICDC shall have the right to enforce or compel, by proceeding at law or in equity, compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the Restrictions contained herein shall not bar their enforcement or be deemed a waiver of any future violations. Neither the University nor NICDC shall be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions set forth in this Declaration or of any Supplemental Declarations. NICDC shall have the power to levy and collect from any Responsible Party, after notice and an opportunity for hearing before the NICDC Board, reasonable and uniformly applied nondiscriminatory fines, penalties, and assessments for breach of any provision of this Declaration or decisions and resolutions of NICDC.
14. **Interpretation.** The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural.
15. **Duration.** The Restrictions contained in this Declaration are for the mutual benefit and protection of the present and future Responsible Parties, Improvement Owners, NICDC, and the University, and shall run with the land and bind any Responsible Party, Improvement Owner, sublessee, tenant, subtenant or occupant of any land subject to this Declaration, their respective successors and assigns, in perpetuity. It is expressly agreed that no breach of this Declaration shall (a) entitle any party to cancel, rescind or otherwise terminate this Declaration or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of Nebraska Innovation Campus.
16. **Waiver.** No delay or omission on the part of the Architecture Review Committee, the University, NICDC, or a Responsible Party in exercising any right, power or remedy herein provided shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Architecture Review Committee, the University, or NICDC for or on account of its failure to bring any action on account of any breach under this Declaration.
17. **Severability.** Every one of the provisions of this Declaration is hereby declared to be independent of, and severable from, the remainder of the provisions and from every other one of the provisions. In the event any one or more of the provisions of this Declaration is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other provisions herein, but all of the remaining provisions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

18. **Amendment.** This Declaration may be amended at any time by written agreement of the University and NICDC.

NEBRASKA INNOVATION CAMPUS DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
(date) by _____ of **NEBRASKA INNOVATION
CAMPUS DEVELOPMENT CORPORATION**, a Nebraska non-profit corporation, on behalf
of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in
the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: _____

Exhibit A

Original Campus Area
Description of Project Site

LEGAL DESCRIPTION

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 209 I.T.; LOT 1, NEBRASKA INNOVATION CAMPUS ADDITION, (A PORTION OF LOT 1, NEBRASKA INNOVATION CAMPUS ADDITION IS ALSO KNOWN AS UNITS 1, 2 AND 3, INNOVATION COMMONS CONDOMINIUM), LOT 2, NEBRASKA INNOVATION CAMPUS ADDITION; LOT 2, NEBRASKA INNOVATION CAMPUS 1ST ADDITION, LOT 1 AND OUTLOT 'B', NEBRASKA INNOVATION CAMPUS 2ND ADDITION, LOT 1, NEBRASKA INNOVATION CAMPUS 4TH ADDITION, OUTLOT A, NEBRASKA INNOVATION CAMPUS 6TH ADDITION, LOTS 1 AND 2, AND OUTLOTS 'A', 'B' AND 'C' NEBRASKA INNOVATION CAMPUS 7TH ADDITION, AND THAT PORTION OF TRANSFORMATION DRIVE, N. 19TH STREET, N. 21ST STREET AND N. 23RD STREET LOCATED WITH IN THIS BOUNDARY, ALL LOCATED IN SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, THENCE S88°40'15"E ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 558.29' TO **THE TRUE POINT OF BEGINNING**; THENCE, CONTINUING, S88°40'15"E ALONG SAID LINE, A DISTANCE OF 16.36' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 08°04'02", A RADIUS OF 600.00', AN ARC LENGTH OF 84.48', A TANGENT LENGTH OF 42.31', A CHORD LENGTH OF 84.41', AND A CHORD BEARING OF N72°45'44"E TO A POINT; THENCE N12°19'13"W, A DISTANCE OF 208.59' TO A POINT; THENCE N90°00'00"E, A DISTANCE OF 316.02' TO A POINT; THENCE N00°18'27"E, A DISTANCE OF 214.71' TO A POINT; THENCE S89°47'43"E, A DISTANCE OF 808.09' TO A POINT; THENCE S00°16'51"W, A DISTANCE OF 267.23' TO A POINT; THENCE S42°08'27"E, A DISTANCE OF 232.44' TO A POINT; THENCE S34°23'43"E, A DISTANCE OF 25.01' TO A POINT, SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF SALT CREEK ROADWAY; THENCE S55°36'17"W ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 216.35' TO A POINT; THENCE S48°28'34"W, ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 11.70' TO A POINT; THENCE S55°19'08"W ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 418.48' TO A POINT; THENCE S64°30'55"W, ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.83' TO A POINT; THENCE S55°19'08"W, ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 200.54' TO A POINT; THENCE S59°07'59"W, ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 61.80' TO A POINT; THENCE S50°59'27"W ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE

OF 145.76' TO A POINT; THENCE S51°30'17"W, ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 61.79' TO A POINT; THENCE S55°19'08"W, ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.70' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 04°00'00", A RADIUS OF 2,052.50', AN ARC LENGTH OF 143.29', ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 71.68', A CHORD DISTANCE OF 143.26', AND A CHORD BEARING OF S53°19'08"W TO A POINT; THENCE S51°19'08"W, ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 232.35' TO A POINT; THENCE S60°35'31"W, ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 68.27' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°54'55", A RADIUS OF 1,936.50', AN ARC LENGTH OF 132.33', ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 66.19', A CHORD LENGTH OF 132.30', AND A CHORD BEARING OF S53°20'27"W TO A POINT; THENCE S55°19'08"W ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 470.85' TO A POINT; THENCE S38°22'22"W, ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 51.46' TO A POINT, SAID POINT BEING ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE S55°19'08"W ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 910.12' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°51'22", A RADIUS OF 1,014.00', AN ARC LENGTH OF 50.54' ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 25.28', A CHORD LENGTH OF 50.54', AND A CHORD BEARING OF S56°46'44"W TO A POINT; THENCE S58°12'25"W ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 306.83' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 02°53'17", A RADIUS OF 986.00', AN ARC LENGTH OF 49.70', ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 24.86', A CHORD LENGTH OF 49.70', AND A CHORD BEARING OF S56°45'45"W TO A POINT; THENCE S55°19'09"W, ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 83.48' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 15°55'36", A RADIUS OF 986.00', AN ARC LENGTH OF 274.08', ON A NORTHWEST LINE OF SAID RIGHT-OF-WAY, A TANGENT LENGTH OF 137.93', A CHORD LENGTH OF 273.20', AND A CHORD BEARING OF S47°21'20"W TO A POINT; THENCE N05°35'52"W, A DISTANCE OF 282.23' TO A POINT; THENCE N49°17'46"W, A DISTANCE OF 22.47' TO A POINT; THENCE N00°00'00"E, A DISTANCE OF 467.90' TO A POINT; THENCE N90°00'00"W, A DISTANCE OF 779.66' TO A POINT; THENCE N02°42'05"W, A DISTANCE OF 365.73' TO A POINT; THENCE N06°19'29"W, A DISTANCE OF 400.00' TO A POINT; THENCE N00°29'49"E, A DISTANCE OF 31.46' TO A POINT; THENCE N08°55'45"E, A DISTANCE OF 42.79' TO A POINT; THENCE N31°36'39"E, A

DISTANCE OF 1,330.11' TO A POINT; THENCE S55°50'34"E, A DISTANCE OF 20.02' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 31°35'16", A RADIUS OF 1,146.28', AN ARC LENGTH OF 631.96', A TANGENT LENGTH OF 324.23', A CHORD LENGTH OF 623.98', AND A CHORD BEARING OF N47°54'51"E TO A POINT; THENCE N63°42'29"E, A DISTANCE OF 635.85' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 14°28'23", A RADIUS OF 1,432.69', AN ARC LENGTH OF 361.90', A TANGENT LENGTH OF 181.92', A CHORD DISTANCE OF 360.94', AND A CHORD BEARING OF N70°56'41"E TO A POINT; THENCE N78°10'53"E, A DISTANCE OF 141.00' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 00°48'27", A RADIUS OF 1,910.00', AN ARC LENGTH OF 26.92', A TANGENT LENGTH OF 13.46', A CHORD DISTANCE OF 26.92', AND A CHORD BEARING OF N77°46'39"E TO A POINT BEING ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE S00°14'29"W ON THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 822.69' TO A POINT; THENCE S89°45'31"E, A DISTANCE OF 469.63' TO A POINT; THENCE S12°19'13"E, A DISTANCE OF 407.19' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 7,152,850.32 SQUARE FEET OR 164.21 ACRES, MORE OR LESS.

Exhibit B

Parcels Exempt from the Second Amended and Restated Declaration of Covenants, Conditions,
And Restrictions
Nebraska Innovation Campus
Lincoln, Lancaster County, Nebraska

LEGAL DESCRIPTION | USDA-ARS SITE

A TRACT OF LAND COMPOSED OF LOT 1, NEBRASKA INNOVATION CAMPUS 7TH ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH. P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING AN EAST CORNER OF LOT 2, NEBRASKA INNOVATION CAMPUS 1ST ADDITION, SAID POINT BEING ON A NORTH RIGHT OF WAY LINE OF SALT CREEK ROADWAY; THENCE, NORTHWESTERLY, ON A SOUTHWEST LINE OF SAID LOT 1, ON AN ASSUMED BEARING OF N34°39'17"W, A DISTANCE OF 401.89' TO A POINT; THENCE N55°19'08"E, ON A NORTHWEST LINE OF SAID LOT 1, A DISTANCE OF 497.62' TO A POINT; THENCE S34°40'52"E, ON A NORTHEAST LINE OF SAID LOT 1, A DISTANCE OF 383.22' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 03°12'11", A RADIUS OF 2,052.46', AN ARC LENGTH OF 114.74', ON A SOUTHEAST LINE OF SAID LOT 1, SAID LINE BEING A NORTHWEST RIGHT OF WAY LINE OF SAID SALT CREEK ROADWAY, A CHORD LENGTH OF 114.72', A TANGENT LENGTH OF 57.38', AND A CHORD BEARING OF S52°55'13"W TO A POINT; THENCE S51°19'08"W, ON A SOUTHEAST LINE OF SAID LOT 1, SAID LINE BEING A NORTHWEST RIGHT OF WAY LINE OF SAID SALT CREEK ROADWAY, A DISTANCE OF 232.35' TO A POINT; THENCE S60°35'31"W, ON A SOUTHEAST LINE OF SAID LOT 1, SAID LINE BEING A NORTHWEST RIGHT OF WAY LINE OF SAID SALT CREEK ROADWAY, A DISTANCE OF 68.27' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 02°28'14", A RADIUS OF 1,936.64', AN ARC LENGTH OF 83.51', ON A SOUTHEAST LINE OF SAID LOT 1, SAID LINE BEING A NORTHWEST RIGHT OF WAY LINE OF SAID SALT CREEK ROADWAY, A CHORD LENGTH OF 83.50', A TANGENT LENGTH OF 41.76', AND A CHORD BEARING OF S52°37'08"W TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 196,570.47 SQUARE FEET OR 4.51 ACRES, MORE OR LESS.



BOARD OF REGENTS
AGENDA ITEM SUMMARY

The Board of Regents

December 5, 2025

AGENDA ITEM: Approve the Program Statement for Omaha Athletics Training Facility at the University of Nebraska at Omaha (UNO)

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Joanne Li, Chancellor
Adrian Dowell, Vice Chancellor & Director of Athletics

PURPOSE & KEY POINTS

The purpose of the Omaha Athletics Training Facility project is to position UNO as a leader in student-athlete development while strengthening its connection to campus and the broader community. This facility will directly address current outdated infrastructure, enhance the student-athlete experience, and align with best practices at the NCAA Division I level.

The Omaha Athletics Training Facility will provide appropriately sized training areas, strength and conditioning performance spaces, wellness and nutrition zones, academic support rooms, and flexible community/event spaces.

The Omaha Athletics Training Facility will replace significant programming in the historic Sapp Fieldhouse and

- Provide a cohesive student-athlete experience across all programs.
- Enhance campus connectivity through integration with Baxter Arena.
- Deliver modern training, recovery, academic, and community spaces that align with the needs of today's NCAA Division I environment.

Proposed start of construction	October 2026
Proposed completion of construction	December 2028

PROJECT COST: \$55,000,000

ON-GOING FISCAL IMPACT:
Annual Operating Cost: \$606,000

SOURCE OF FUNDS: Private Donations

BACKGROUND INFORMATION
None

RECOMMENDATION
The President recommends approval.



Project Name: Omaha Athletics Training Facility
Campus: University of Nebraska at Omaha
Date: October 23rd, 2025
Prepared By: NU Facilities, Planning & Capital Programs, HDR, MCL

1. INTRODUCTION

a. Background and History

Since its opening in 1949, Sapp Fieldhouse has served as the cornerstone of University of Nebraska at Omaha (UNO) Athletics. For more than seven decades, the Fieldhouse has hosted countless practices, competitions, commencements, and community events, becoming an iconic gathering place for student-athletes, alumni, and the Omaha community. It was the longtime home for all Maverick sport programs and has provided generations of student-athletes with training, locker room, and academic support space.

While the Fieldhouse has played an invaluable role in the history of UNO, the facility no longer meets the current needs and expectations of a modern NCAA Division I athletics program. The building's infrastructure is outdated, its training and support spaces are undersized, and it lacks the technology, wellness, and recovery resources necessary to house 16 sport programs daily needs and compete with peer institutions. Student-athletes today require facilities that integrate training, locker rooms, academics, mental health, nutrition, sports medicine, and strength and performance within a single, cohesive environment.

Replacing a significant amount of current programming in Sapp Fieldhouse with a new training facility represents both an acknowledgement of its historic contributions and an investment in the future Omaha Athletics. This project will honor the Fieldhouse's legacy while ensuring UNO can continue to recruit, retain, develop, and graduate student-athletes at the highest level.

b. Project Description

The recent successes of Omaha Athletics, combined with updated priorities from the 2020 Athletics Campus Masterplan, present an opportunity to create a unified athletics campus at UNO while addressing current facility deficiencies.

UNO is requesting approval to advance planning for the Omaha Athletics Training Facility, which will replace a significant amount of support programming currently taking place in the historic Sapp Fieldhouse.

This project will:

- Provide a cohesive student-athlete experience across all programs.
- Enhance campus connectivity through integration with Baxter Arena.
- Deliver modern training, recovery, academic, and community spaces that align with the needs of today's NCAA Division I environment.
- Mitigate risks associated with the current usage of the aging Sapp Fieldhouse.

By moving forward with this facility, UNO will position Omaha Athletics for long-term success and continued growth.

c. Purpose and Objectives

The purpose of the Omaha Athletics Training Facility project is to position UNO as a leader in student-athlete holistic development among NCAA Division I mid-major competitors while strengthening its connection to campus and the broader community. This facility will directly address outdated infrastructure, enhance the student-athlete experience aligning with best



current practices at the NCAA Division I level and provide a venue for additional competitive and community event programming.

The project objectives are to:

- **Provide state-of-the-art training facilities.**
The facility will feature modernized practice spaces, performance technology, and sport-specific amenities that meet the demands of today's competitive environment. These resources will ensure UNO student-athletes are fully equipped to train, develop, and compete at the highest level.
- **Consolidate Sport Performance support.**
Centralizing health, recovery, mental, nutrition, and strength and performance services will create a holistic approach to student-athlete well-being. This integration promotes efficiency for staff and provides student-athletes with seamless access to the resources they need for peak performance and long-term health.
- **Create academic support and life skills spaces for student-athletes.**
The facility will house dedicated areas for academic tutoring, study, leadership development, and career readiness. These spaces underscore UNO's commitment to preparing student-athletes not only for success in competition but also for life after graduation.
- **Improve community engagement and event flexibility.**
By including versatile meetings, events, and community-use spaces, the project will strengthen UNO's successful role as a hub for both athletics and the broader Omaha community. The design will allow for collaborative programming, alumni engagement, and expanded event opportunities in both the training facility and Baxter Arena.

2. JUSTIFICATION OF THE PROJECT

a. Data which Supports the Funding Request

UNO has experienced steady growth in both enrollment and athletic participation, reinforcing the need for modern, centralized facilities that can serve today's student-athlete population. Omaha Athletics currently sponsors 17 NCAA Division I sports with nearly 350 student-athletes, over 130 full time staff members, and 300 part time staff members. This number has grown in recent years as UNO continues to expand opportunities for men's and women's sports in alignment with Title IX and elevated NCAA Division I requirements.

Benchmarking against Summit League, NCHC peers and comparable NCAA Division I institutions underscores the facility gap that UNO still faces. Many peer institutions have recently invested in comprehensive training and student-athlete support facilities that integrate academics, nutrition, wellness, and performance services under one roof. These investments have proven critical in recruiting, retaining, and graduating student-athletes while positioning for competitive success.

Sapp Fieldhouse, constructed in 1949, has served the University well but is undersized and outdated for the capacity needs of a modern NCAA Division I athletics program. Its infrastructure limits UNO's ability to provide equitable training space and scheduling across all sports and does not reflect the best practices or facility standards found among Summit League and NCHC peers.

With UNO enrollment nearing 15,000 and athletic participation continuing to rise, the demand for high-quality, consolidated facilities is becoming critical. A new training facility will directly address these deficiencies, provide student-athletes with resources comparable to their peers, and strengthen Omaha Athletics' ability to compete successfully at the NCAA Division I level.



b. **Alternatives Considered**

Renovation of Existing Facilities: Infeasible due to space and design limitations. Sapp Fieldhouse, built in the 1940s, is no longer suitable for an NCAA Division I athletic department of this caliber and daily activity.

Off-Campus Leases: Fragment the athletic campus, increase scheduling challenges, escalate travel exposures while surging athletic department operational expenses without revenue offset opportunities.

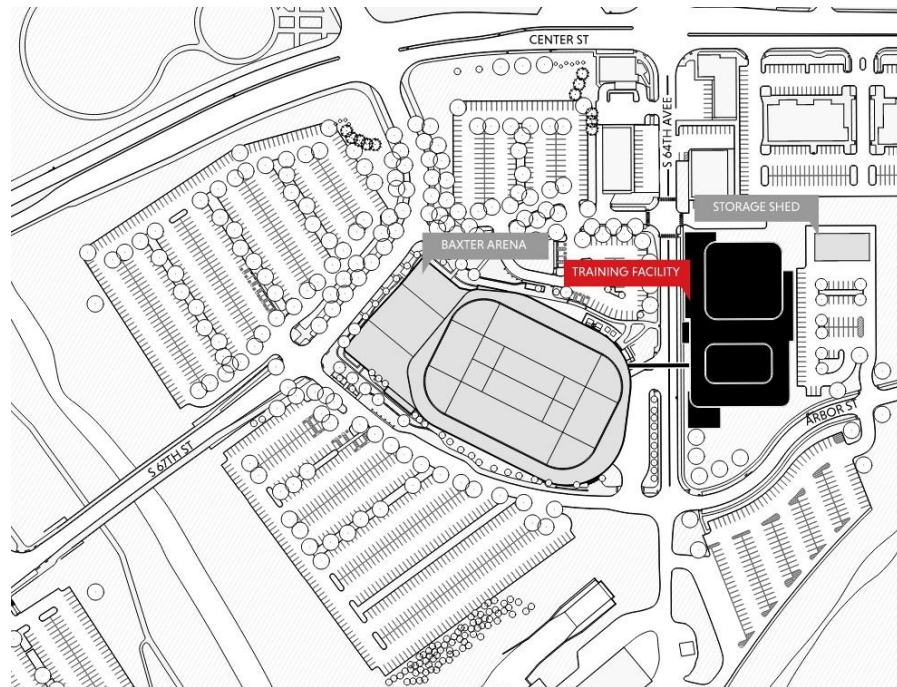
Reduced Scope Model: Explored a 70,170 GSF training facility concept option without fan amenities, which will reduce project cost but also revenue opportunities to offset operational expenses.

3. **LOCATION AND SITE CONSIDERATIONS**

a. **County:** Douglas

b. **Town or Campus:** University of Nebraska at Omaha, Scott Campus

c. **Proposed Site:** East of Baxter Arena, connected via skybridge. The building location is shown on the map below.





d. **Statewide Building Inventory:** TBD

e. **Influence of Project on Existing Site Conditions**

(1) **Relationship to Neighbors and Environment**

The facility will be located on Lot 24, immediately east of Baxter Arena. This site positions the facility as a natural extension of the existing athletics complex, creating strong physical and visual connectivity to Baxter Arena. By locating the facility here, the project will enhance the concept of a unified athletics campus while preserving walkability and accessibility for student-athletes, staff, and the campus community.

The topography of the site, while less dramatic than other areas of campus, will allow the facility to integrate seamlessly into the existing landscape while maintaining an appropriate scale relative to Baxter Arena. The building's design will balance functionality with architectural presence, ensuring it contributes positively to the campus gateway and surrounding neighborhood environment.

This project will not only address functional needs but also enhance the mission of the Ak-Sar-Ben Future Trust by elevating the aesthetics of the area. By providing a modern, visually appealing facility and thoughtful site design, it will complement the surrounding neighborhood fostering pride and supporting the Trust's goal of enriching the region's cultural and recreational landscape.

(2) **Utilities**

Domestic Water

The existing domestic water service on site was designed to accommodate a future facility adjacent to Baxter Arena. The service entrance is located on the north side of Baxter Arena and connects into the main mechanical room on the lower level, where the meter and backflow preventers are installed. This configuration allows for seamless integration with the new Omaha Athletics Training Facility without the need for major utility upgrades.

Sanitary Sewer

The facility will be connected to an existing sanitary sewer main, located within the Castelar Road Right-of-Way on the north side of the facility. The system will be sized to accommodate all plumbing fixtures, locker rooms, showers, and training support areas within the facility.



The design will ensure proper slope, invert elevations, and connection to the existing lift station or gravity-fed sewer system as required by campus utilities standards. Adequate provisions will be made for future maintenance and capacity expansion.

Storm Water

The Omaha Training Facility will feature an internal roof drain system to collect storm water from all roof areas. The existing drainage system within the parking lot will need to be removed and rerouted to an existing basin located on the southern edge of the lot at the NE corner of S 64th Avenue and Arbor Street. The roof drainage system can tie into the rerouted storm sewer and into the basin. A secondary roof drainage system will discharge to grade via downspouts for overflow and emergency drainage.

Storm sewer piping will be sized to accommodate anticipated peak flows from the building and surrounding paved areas, with provisions for future expansion if additional capacity is required. The design will ensure proper connections to the campus storm water infrastructure, minimizing impacts on adjacent lots, pedestrian pathways, and campus facilities.

Electrical Service

Medium-voltage conductors will be installed from the nearest OPPD electrical distribution point to a new pad mounted OPPD transformer situated on the east side of the Omaha Athletics Training Facility to meet the building's full electrical load, including training, support, and mechanical systems. Estimated rating of the transformer is 750 kVA. Line voltage conductors will be routed in an underground ductbank from the transformer to the Main Electrical Room located on the first level of the Training Facility.

To serve emergency and standby loads, the training facility will include a new 100 kW, 480/277 V natural gas emergency generator located outside in a weatherproof enclosure, likely on the east side of the building. An underground ductbank will be routed from the generator to the Emergency Electrical room within the Training Facility.

(3) **Parking and Circulation**

Vehicle Traffic

The Omaha Athletics Training Facility does not require additional parking beyond existing campus lots. Adequate fire and emergency vehicle access will be provided, including a 20-foot-wide fire lane along the north side of the building to ensure full coverage of the facility for emergency response.

Pedestrian Traffic

The main entrance on the west side of the building will provide safe and convenient access for student-athletes, staff, and visitors. Internal pathways will support smooth circulation throughout the facility and connection to adjacent athletic venues. The new skywalk bridge connecting to Baxter Arena will expand the facility's event-hosting capabilities by providing a dedicated, third-ticketed entrance and exit for guests, streamlining access and crowd flow. It will also enhance safety by separating pedestrian traffic from street-level vehicles, protecting students, staff, and visitors while improving overall operational efficiency during events.

4. **COMPREHENSIVE PLAN COMPLIANCE**



a. **Compliance with the University of Nebraska at Omaha Strategic Framework, Campus Roles and Mission and Campus Strategic Plan**

The Omaha Athletics Training Facility aligns with the following objectives of Nebraska Strategic Framework 2014-2016:

6. The University of Nebraska at Omaha will be cost effective and accountable to the citizens of the state.

d. Maximize and leverage non-state support.

i. Promote entrepreneurship and revenue-generating opportunities.

ii. Collaborate with the University of Nebraska Foundation to secure private support for university priorities

The Omaha Athletics Training Facility aligns with the following UNO strategic plan (USP) objectives:

- Recruit, develop, retain, and graduate a diverse student body reflecting a dynamic metropolitan community. (USP 1.1)
- Prepare students for academic success, careers, and professional responsibilities in an increasingly complex world. (USP 1.2)
- Identify, develop, and support interdisciplinary/transdisciplinary academic priorities. (USP 2.4)
- Develop and enhance applied and experiential student learning opportunities. (USP 2.5)
- Build new and strengthen existing connections with a broad range of community partners (USP 3.1)
- Recruit, retain, and reward outstanding faculty and staff. (USP 4.1)
- Maintain and expand facilities to meet the growing needs of campus. (USP 4.6)
- Utilize technology that supports learning, effectiveness, research, and innovation (USP 4.7)

b. **Consistency with the Agency Comprehensive Capital Facilities Plan**

The project supports the following Campus Facility Development Plan goals:

a. 2020 – Facilities Development Plan

The recent holistic successes of Omaha Athletics and recent updates to the original Athletics Campus Masterplan from 2020 have yielded an opportunity for a unified athletics campus at the University of Nebraska at Omaha (UNO) while addressing current facility challenges and exposures.

c. **Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan.**

The Statewide Facilities Plan is Chapter Six of the *Comprehensive Statewide Plan for Postsecondary Education in Nebraska*. This plan includes the following goals: “*Nebraskans will advocate a physical environment for each of the state’s postsecondary institutions that: supports its role and mission; is well-utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.*”



5. **ANALYSIS OF EXISTING FACILITIES**

a. **Function and Purpose of Existing Programs as they Relate to the Proposed Project**

Sapp Fieldhouse is the current home for 16 of the Maverick's 17 sport programs (including men's and women's basketball and volleyball), which include training, locker rooms, holistic wellness and academic support spaces.

b. **Square Footage of Existing Areas**

107,700 gross square feet (GSF)

c. **Utilization of Existing Space by Facility, Room and/or Function**

A list of existing spaces and their sizes is noted in the chart that follows.

Sapp Fieldhouse Main Gym – 45,056 SF

Office Space/Academic Areas – 14,144 SF

Locker Rooms and Auxiliary Services – 48,500 SF

* * Auxiliary Services include Training, Athletic Training, Sports Medicine, Physical Therapy, Strength and Performance, Mental Health, Nutrition, Equipment and Laundry

d. **Physical Deficiencies**

The Sapp Fieldhouse, originally constructed in 1949, has served UNO Athletics for over 70 years. While the building has been maintained and updated over the decades, including renovations and additions, it exhibits limitations typical of a facility of its age. These include outdated training spaces, aging mechanical and electrical systems, limited academic support areas, and constrained circulation that does not meet modern accessibility or programmatic standards.

Although the structure remains sound and there are no immediate physical deficiencies threatening building safety, the facility no longer adequately supports the daily modern programming needs of a growing NCAA Division I department with 17 NCAA Division I sports with more than 350 student-athletes, over 130 full time staff members, and 300 part time staff members. This underscores the need for new, state-of-the-art training facilities to replace the current functionality of Sapp Fieldhouse.

Baxter Arena currently has no identified physical deficiencies.

e. **Programmatic Deficiencies**

The construction and layout of Sapp Fieldhouse create multiple issues for programming in the facility. Due to its open area design, multiple teams must utilize the space at the same time. This causes issues with noise and privacy and is not an effective teaching environment. It is not uncommon for multiple teams from our basketball, volleyball, track, baseball, softball and diving programs to be training simultaneously, with only divider curtains separating the areas. Due to challenges with student-athlete class scheduling, it is not feasible for court sport programs to have exclusive practice time in the facility. The location of the court in the gymnasium also creates significant challenges for efficient filming and analyzation during training.

f. **Replacement Cost of Existing Building**

N/A (Not Applicable)



6. **Facility Requirements and the Impact of the Proposed Project**

a. **Functions/Purpose of the Proposed Program**

(1) **Activity Identification and Analysis**

The following activities/programs are proposed for the Training Facility:

- 2 practice courts that can be flexed into a competition court and event space with seating for approximately 1,200.
- Secondary Practice court: separated from the larger court space
- Basketball and volleyball locker rooms, lounges and film room
- Training room and weight room
- Sport medicine space, including exam rooms, hydrotherapy, training offices, mental health, sports nutrition, etc.
- Wellness spaces
- Coaches and administration offices
- Academic spaces, including offices and study rooms
- Concourse, skywalk, building facility spaces

(2) **Projected Occupancy/Use Levels/Personnel Projections**

Position	Existing	New	Projected Total
UNO Athletics Staff	31	0	31

Description/Justify Projected Enrollments/Occupancy:

Existing Staff consists of the:

- 5 Senior level administrators who office out of Sapp Fieldhouse
- 6 Men's Basketball Coaching staff who office out of Sapp Fieldhouse
- 5 Women's Basketball Coaching staff who office out of Sapp Fieldhouse
- 3 Volleyball Coaching staff who office out of Sapp Fieldhouse
- 2 Mental Health staff members who office out of Sapp Fieldhouse
- 1 Nutritionist staff member who offices out of Sapp Fieldhouse
- 1 Academic Advisor who offices out of Sapp Fieldhouse
- 3 Strength & Conditioning staff members who office out of Sapp Fieldhouse
- 3 Athletics Training staff members who office out of Sapp Fieldhouse
- 1 Sports Scientist who offices out of Sapp Fieldhouse
- 1 Facility staff member who offices out of Baxter Arena

The training facility includes a few hotel offices that will be used to facilitate cross-campus collaboration. In addition, these offices will be available to re-purpose for new coaching staff as NCAA requirements continue to evolve with the ever-changing landscape of collegiate athletics.

b. **Space Requirements**

(1) **Square Footage by Individual Areas and/or Functions**



Refer to Attachment A.

(2) **Basis for Square Footage/Planning Parameters**

The square footage and planning parameters for the facility are based on the existing Sapp Fieldhouse footprint, programmatic needs, and projected growth of Omaha Athletics. While Sapp Fieldhouse has historically supported athletic training, academic support, and community programs, its spaces are now constrained by outdated layouts and limited capacity.

The new facility will provide appropriately sized training areas, strength and performance spaces, wellness and nutrition zones, academic support rooms, and flexible community/event spaces. Planning parameters also consider modern circulation, ADA compliance, and integration with Baxter Arena to create a cohesive athletic campus experience. The design allows for efficient use of the site while accommodating future programmatic growth.

(3) **Square Footage of Proposed Areas (net and gross)**

	Net SF	Gross SF
Athletics Training Facility	59,830	75,045

c. **Impact of the Proposed Project on Existing Space**

(1) **Reutilization and Function(s): Not applicable**

(2) **Demolition: Not applicable**

(3) **Renovation: Not applicable**

7. **EQUIPMENT REQUIREMENTS**

a. **List of Available Equipment for Reuse**

Not applicable.

b. **Additional Equipment**

(1) **Fixed Equipment**

Athletic game-specific equipment

(2) **Movable Equipment**

Furnishings for offices, team lounges, film rooms, break rooms, workstations, and seating areas.

Appliances, printers, computers, marker boards, and tack boards

(3) **Special or Technical Equipment**

Equipment not included within the scope of this project but designed to support facility use. This includes:

1. Athletic Training Equipment
2. Athletic Performance Equipment
3. Audio / Visual / Lighting (A/V/L) Equipment
4. Sport-Specific Technology (e.g., video analysis systems, replay)



8. **SPECIAL DESIGN CONSIDERATIONS**

a. **Construction Type**

The building is classified as Type II-A construction (non-combustible protected) based on IBC 2018. The primary occupancy type is A-4. It is a 2-story building with a skywalk connecting Baxter Arena. The construction will be comprised of a combination of systems: precast concrete panels, steel framing, curtainwall system, corrugated metal panel cladding, etc.

b. **Structural Systems**

The building will have long-span joists supporting metal roof deck spanning over the competition/practice courts. The remainder of the roof will be metal roof deck supported by steel framing. Floor framing will be composite metal deck with normal weight concrete fill. The concrete thickness will vary depending on the required floor fire rating. The floor beams will be steel beams made composite with the floor slab using headed studs.

The walls around the playing courts will use load-bearing precast concrete panels for durability. The precast concrete walls will also be used as shear walls for the building's lateral load resistance. The remainder of the walls will be non-load bearing.

Based on other projects in the area, it is anticipated that the building will be supported on a deep foundation system utilizing auger-cast piles.

c. **Heating and Cooling Systems**

The building will be heated and cooled by single zone air handlers and variable air volume air handlers with terminal VAV reheat boxes. At this time, it appears that 4 separate air handlers may be required as a minimum. The larger gym will be served by a single zone air handler, capable of variable volume operation. The smaller gym will be served by a single zone air handler, capable of variable volume operation. The remaining areas of the Second Floor will be served by a variable volume AHU serving VAV boxes. The First level areas that are not part of the gyms will be served by a variable volume AHU serving VAV boxes. Air handlers will be located in an upper-level mechanical room. Each air handler will distribute cooled and dehumidified air throughout the building. Terminal VAV units will regulate the airflow to individual thermal zones and reheat the air as necessary with a hot water coil to maintain the space setpoint. The air handlers are planned to have integral supply and return fan arrays with no more than 7.5 hp fan motors. The unit will be capable of being a full economizer, with the return fans acting as a relief fan. The economizer will be based on differential enthalpy for maximum control and energy savings.

Energy recovery wheels will be added to the air handlers with higher rates of ventilation air.

Cooling will be provided from roof mounted air-cooled condensing units, with one unit provided for each air handler. Refrigerant piping from the condensing unit will be connected to a DX coil in the air handling unit. The condensing unit refrigerant shall comply with the latest refrigerant standards.

Heating will be provided by hot water from two new 100% redundant gas fired high efficiency condensing boilers. Hot water will be circulated throughout the building to air handler coils, VAV boxes, cabinet heaters, unit heaters and potentially fin tube at high ceiling lobby areas.



Controls for the building will use the existing campus DDC system and expand as needed. Integrate BMS zone controllers with the new lighting system by passing occupancy status for standby mode of operation. CO2 sensors will be provided in the high occupancy spaces.

Commissioning is required for the building, due to the capacity of the systems within the building.

d. **Plumbing System**

Water and fire service piping shall enter a grade level mechanical room on the east side of the building. Domestic hot and cold water will be distributed to plumbing fixtures throughout the building with a domestic hot water recirculation system. All of the piping shall be insulated copper piping. Cast iron sanitary and vent piping will be connected to the fixtures. Cast iron storm piping will be routed from the roof drains to below floor piping that exits the building. A natural gas meter shall be installed on the exterior wall of the lower-level water service room.

A gas-fired storage domestic water heater system will provide domestic hot water throughout the building. Two water heaters will be provided for redundancy. The water heaters will be a high efficiency sealed combustion unit. A small domestic water pump will recirculate hot water based on a DDC schedule and aquastat to minimize energy usage.

Low flow fixtures will be provided. Water closets shall be wall hung type. Electronic sensors will be provided at all fixtures except for showers which will have manual adjustable mixing valves.

e. **Electrical System**

Electrical Power Distribution: A new 1200 A, 480/277 V, 3 phase, 4 wire main distribution switchboard, fed from the exterior pad mounted OPPD transformer, will serve the new Training Facility. The switchboard will be located on the ground level. Distribution downstream of the switchboard will include 480/277 V panelboards for connections to HVAC, lighting and other building systems as required. Step-down 480 V – 208/120 V transformers and associated 120/208 V panelboards will be included in a pair of electrical closets on the west side of 1st level to provide connections to typical office and other 120 V utility connections. To serve emergency and standby loads, two automatic transfer switches will be installed in the Main Emergency Electrical room.

Lighting: Illumination requirements and solutions will be somewhat similar to the Baxter Arena while fully taking advantage of new technologies and products that have become available since Baxter opened. An nLIGHT lighting control system will be specified. Integration with BMS zone controllers to signal occupancy status for reduced mode of operation will be included.

Communications: All telecomm devices will be served from a raceway system for cabling consisting of cable tray and conduit stub-ups. A structured cable system will be included for the facility. An MDF space will be provided on the first level and an IDF room located on the second. A facility-wide Audio-Visual system will be included and will be served by its own dedicated AV closet on the second level.

Lightning Protection: A UL master labeled lightning protection system will be required.

f. **Life Safety / ADA**

The new facility will conform to the requirements of the Americans with Disabilities Act and Nebraska Accessibility Guidelines.

The new facility is fully equipped with an automatic fire sprinkler system designed in accordance with current life safety and fire code requirements and UN Standards. The fire alarm system will be a standalone system connected to the Campus Fireworks Panel. Notification devices include



strobes, speakers, and strobe/speakers. This voice evacuation system will be connected into the campus wide alert system for mass notification with fire alarm priority.

g. **Security**

The security systems will be an extension of the Campus-wide security systems designed and specified to the standards established by the University. The system will include access control and CCTV. Locations of devices will be similar to and synergize with Baxter Arena.

h. **Sustainability**

The Project will not seek LEED Certification but will be designed to meet the University of Nebraska Sustainable Design Policy standards for the Certified Level.

i. **Historic or Architectural Significance**

Not applicable.

j. **Artwork**

The State of Nebraska 1% for Art Program requirement is not applicable.

The project will not receive funding from the State of Nebraska and, as a result, will not have a 1% allocation of funds for artwork.

k. **Phasing**

The facility will be constructed in a single phase.

l. **Future Work**

No applicable.

9. **PROJECT BUDGET & FISCAL IMPACT**

a. **Cost Estimate Criteria**

(1) **Identify recognized standards, comparisons and sources.**

The predesign cost estimate has been provided by Owner’s cost consultant, MCL Construction.

(2) **Identify the year and month on which the estimates are made and the inflation factors used.**

Estimates were made in October of 2025 and inflated 5% per year to an assumed midpoint of construction in June of 2027.

(3) **Net and gross square feet.**

	NSF	GSF
The Training Facility.....	59,830.....	75,045.....
Skywalk.....	1,040.....	1,190.....

(4) **Project cost per net and gross square foot**

Cost per SF



Total Project Cost per Net Square Foot \$903.56
Total Project Cost per Gross Square Foot \$721.45

(5) Construction cost per gross square foot:

Cost per SF

Total Construction Cost per Gross Square Foot \$621.88

b. Total Project Cost

Total Project Cost is \$55,000,000. The Estimate of Probable Total Project Cost is as follows.

Construction	
General Construction	\$43,829,700
Site Work/Utilities	0
Fixed Equipment	1,225,000
In-House Construction	96,500
Construction Contingency	2,257,600
TOTAL CONSTRUCTION COSTS	\$47,408,800
Non-Construction	
Project Planning	\$24,800
Professional Consultant Fees	4,214,800
Professional In-house	1,078,400
Equipment - Capital	902,000
Equipment - Non-Capital	807,500
Land Acquisition	0
Artwork	0
Other	313,200
Non-Construction Contingency	250,500
TOTAL NON-CONSTRUCTION COSTS	\$7,591,200
TOTAL PROJECT COST	\$55,000,000

c. Fiscal Impact Based upon First Full Year of Operation

(1) Estimated Additional Operational and Maintenance Costs per Year

\$606,000. This includes salaries and benefits, utilities, insurance and liability, contracts, and other miscellaneous expenses.

(2) Estimated Additional Programmatic Costs per Year



None

d. **Fiscal Impact Based on Annual Assessment**

Net zero as Revenues project to be \$606,000. This includes concessions, corporate sponsors, facility rentals, and ticket sales.

10. **FUNDING**

a. **Total Funds Required:**

The total amount of funds required for the project is \$55,000,000.

b. **Project Funding Sources**

Funding Source	%	Amount
(1) Private Donations.....	100	\$ 55,000,000
Total.....	100	\$ 55,000,000

c. **Fiscal Year Expenditures**

Fiscal Year	Amount
2025-2026:	\$5,000,000
2026-2027:	\$22,000,000
2027-2028:	\$16,500,000
2028-2029:	\$11,500,000
Total Project Cost:	\$55,000,000



TIMELINE

1. Program Statement	December 5, 2025
2. External Selection Process	
a. Design Team	January 2026
b. Construction Management Team (CMAR)	February 2026
3. Schematic Design	May 2026
4. Design Development	September 2026
5. Construction Documents	
a. Early Package (Site Civil, Structural Foundations)	September 2026
b. Final Package	December 2026
6. Intermediate Design Review	October 2026
7. GMP Execution	October 2026
8. Completion of Construction	December 2028
9. Occupancy	January 2029

11. HIGHER EDUCATION SUPPLEMENT

- a. **Coordinating Commission for Postsecondary Education (CCPE) Review**
CCPE review is not required.

- b. **Method of Contracting**

1. **Identify method**

Construction Manager at Risk (CMAR)

2. **Provide rationale for method selection**

Construction Manager at Risk was selected for several key reasons:

- Inflation and pricing management in the current inflationary environment is dramatically impacting project costs and schedule. Construction Manager input early in the process will allow informed choices during design providing the best value.
- Establishing a guaranteed maximum price early in the project will help counteract inflationary pressures on the project.
- This method offers pre-construction services to provide estimating, scheduling, design assistance, and constructability reviews during design to help deliver the project on time and within budget.



Attachment A

Space Description	Space Use Code	New NSF	Qty	Total NSF For Project
Film Room	110	550	1	550
Office (Administration)	310	125	2	250
Office (Training)	310	95	5	475
Office (Training)	310	140	1	140
Office (Head Coach)	310	215	3	645
Office (Assistant Coach)	310	130	12	1,560
Office (Athletic Department)	310	140	2	280
Open Office	310	530	1	530
Office (Mental Health)	310	140	3	420
Meeting Room	350	300	1	300
Study (Group)	410	1,000	1	1,000
Study	410	125	3	375
Training Room	510	1,200	1	1,200
Weight Room	510	5,200	1	5,200
Bleachers (Stored Position)	520	320	2	640
Exam Room	523	160	1	160
Hydrotherapy	523	440	1	440
Hydrotherapy Equipment	523	80	1	80
A/V	530	100	1	100
Security	590	110	1	110
Wellness	590	80	1	80
Competition/Practice Court	610	14,600	1	14,600
Practice Court	610	8,200	1	8,200
Lobby (Ground Level)	610	5,500	1	5,500
Lobby (Upper Level)	610	1,600	1	1,600
Overlook	610	1,600	1	1,600
First Aid	615	230	1	230
Player Lounge (Men's Basketball)	650	415	1	415
Player Lounge (Women's Basketball)	650	415	1	415
Player Lounge (Women's Volleyball)	650	415	1	415
Waiting (Mental Health)	650	300	1	300
Locker Room (Men's Coaches)	690	180	1	180
Locker Wet Area (Men's Coaches)	690	180	1	180
Locker Room (Women's Coaches)	690	180	1	180
Locker Wet Area (Women's Coaches)	690	180	1	180
Officials	690	220	1	220
Locker Room (Men's Basketball)	690	600	1	600
Locker Wet Area (Men's Basketball)	690	360	1	360
Locker Room (Women's Basketball)	690	600	1	600
Locker Room (Women's Volleyball)	690	600	1	600
Locker Wet Area (Women's Basketball and Volleyball)	690	360	1	360



Equipment Storage, Distribution, and Laundry	730	410	1	410
Storage (Courts)	730	400	1	400
Storage (Concessions)	730	400	1	400
Restroom (Weight Room)	919	80	1	80
Restroom (Coaching Offices)	919	60	1	60
Event Restroom (Men's)	919	490	1	490
Event Restroom (Women's)	919	615	1	615
Event Restroom (Family)	919	70	1	70
Custodial	XXX	100	2	200
Electrical	YYY	75	2	150
IDF	YYY	100	2	200
MDF	YYY	125	1	125
Main Electrical	YYY	270	1	270
Mechanical	YYY	750	1	750
Air Handling Units	YYY	4,340	1	4,340
Net Square Feet				59,830
Gross Square Feet				75,045
Efficiency				80%
Skywalk	WWW	1,040	1	1,040
Skywalk Gross Square Feet				1,190



BOARD OF REGENTS AGENDA ITEM SUMMARY

The Board of Regents

December 5, 2025

AGENDA ITEM: Approve the Program Statement for Omaha Athletics Baseball and Softball Clubhouse at the University of Nebraska at Omaha (UNO)

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Joanne Li, Chancellor
Adrian Dowell, Vice Chancellor & Director of Athletics

PURPOSE & KEY POINTS

The Omaha Athletics Baseball and Softball Clubhouse is envisioned as a modern, sport-specific facility that will directly support Maverick Park and enhance the daily experience of Omaha's baseball and softball student-athletes. The Clubhouse will consolidate essential team spaces—including locker rooms, training and recovery areas, meeting rooms, and player lounges—into a single, efficient hub adjacent to the practice and competition venues.

The Omaha Athletics Baseball and Softball Clubhouse will address the current deficiencies at Maverick Park by providing modern, on-site facilities that support training, recovery, and team culture. This project directly supports UNO's goal of building a comprehensive athletics corridor and ensuring all Maverick teams have access to the resources necessary for success on and off the field.

Proposed start of construction	October 2026
Proposed completion of construction	October 2027

PROJECT COST: \$12,500,000

ON-GOING FISCAL IMPACT:
Annual Operating Cost: \$117,325

SOURCE OF FUNDS: Private Donations

BACKGROUND INFORMATION

None

RECOMMENDATION

The President recommends approval.



Project Name: Omaha Athletics Baseball and Softball Clubhouse
Campus: University of Nebraska at Omaha
Date: October 23rd, 2025
Prepared By: NU Facilities, Planning & Capital Programs, HDR, MCL

1. INTRODUCTION

a. Background and History

Since opening in 2021, Maverick Park has elevated the profile of Omaha Baseball and Softball by providing modern competition venues. However, the absence of a dedicated clubhouse has created gaps in the student-athlete experience, operational efficiency, and program competitiveness. Student-athletes currently lack adequate on-site locker rooms, recovery spaces, and team meeting areas, resulting in fragmented operations and heavy reliance on other facilities located on and off campus.

b. Project Description

The recent successes of Omaha Athletics, combined with updated priorities from the 2020 Athletics Campus Masterplan, present an opportunity to create a unified athletics campus at UNO while addressing current facility deficiencies.

The Omaha Athletics Baseball and Softball Clubhouse is envisioned as a modern, sport-specific facility that will directly support Maverick Park and enhance the daily experience of UNO's baseball and softball student-athletes. The Clubhouse will consolidate essential team spaces—including locker rooms, training and recovery areas, meeting rooms, and player lounges—into a single, efficient hub adjacent to the practice and competition venues.

c. Purpose and Objectives

The Omaha Athletics Baseball and Softball Clubhouse will address the current deficiencies at Maverick Park and Sapp Fieldhouse by providing modern, on-site facilities that support training, recovery, and team culture. This project directly supports UNO's goal of promoting operational efficiency, building a comprehensive athletics corridor, and ensuring all Maverick teams have access to the resources necessary for success on and off the field.

2. JUSTIFICATION OF THE PROJECT

a. Data which Supports the Funding Request

UNO has experienced steady growth in both enrollment and athletic participation, reinforcing the need for modern, centralized facilities that can serve today's student-athlete population. UNO Athletics currently sponsors 17 NCAA Division I sports with nearly 350 student-athletes. This number has grown in recent years as UNO continues to expand opportunities for men's and women's sports in alignment with Title IX and elevated NCAA Division I requirements.

Sapp Fieldhouse, constructed in 1949, has served the University well but is undersized and outdated for the capacity needs of a modern NCAA Division I athletics program. Its infrastructure limits UNO's ability to provide equitable training space and scheduling across all sports and does not reflect the best practices or facility standards found in the Summit League conference.

With UNO enrollment nearing 15,000 and athletic participation continuing to rise, the demand for high-quality, consolidated facilities is becoming critical. A new clubhouse facility will directly address these deficiencies impacting the baseball and softball programs, provide student-athletes



with resources comparable to their peers, and strengthen Omaha Athletics' ability to sustain its current successes at the NCAA Division I level.

b. **Alternatives Considered**

Renovation of Existing Facilities: There is no existing consolidated facility to renovate as existing operations are distributed throughout several locations. Sapp Fieldhouse, built in the 1940s, is a multi-purpose facility. Renovating Sapp Fieldhouse would displace other sport programs from that facility.

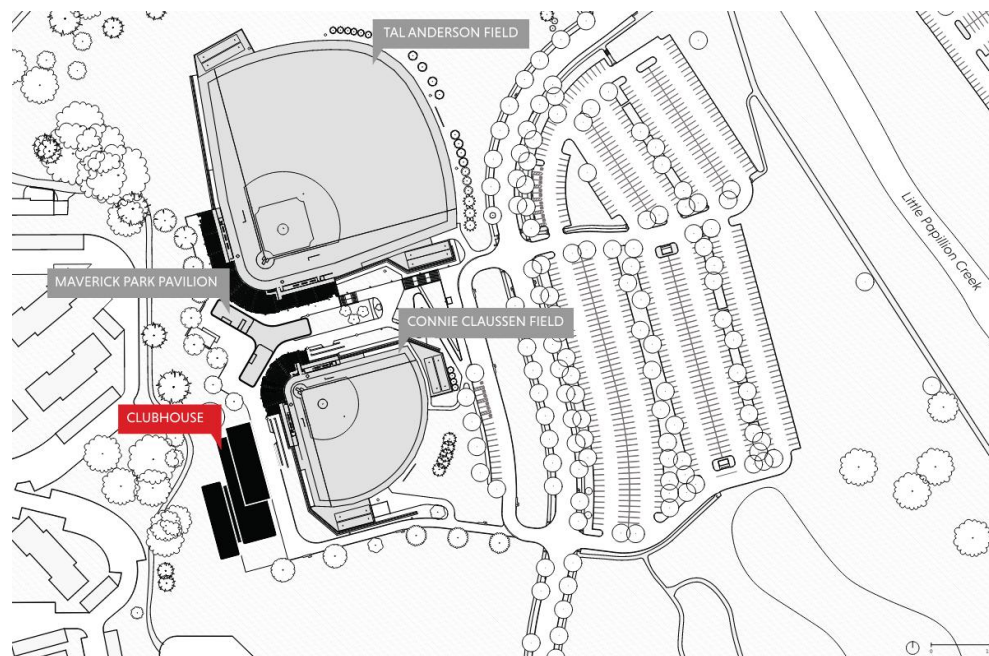
Off-Campus Leases: Fragment the athletic campus, increase scheduling challenges, escalate travel exposures while surging athletic department operational expenses without revenue offset opportunities.

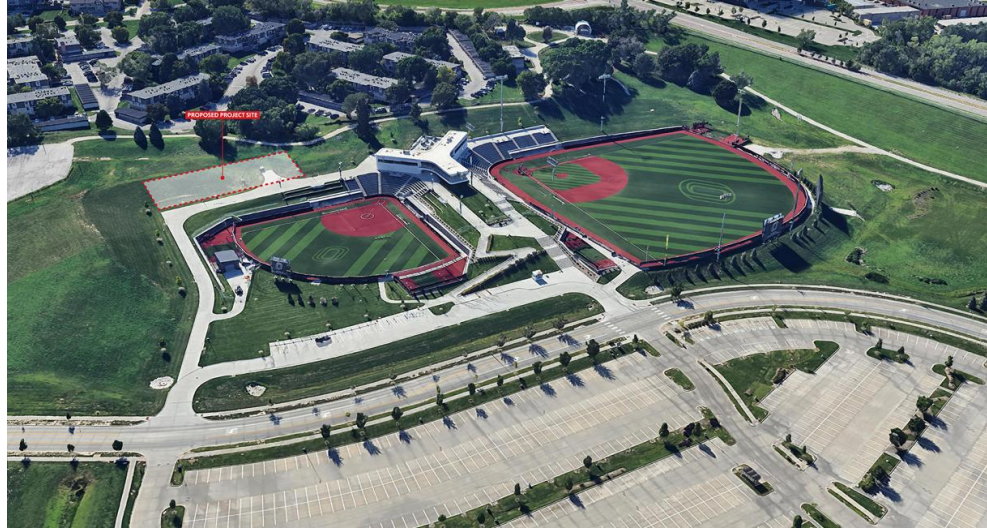
3. **LOCATION AND SITE CONSIDERATIONS**

a. **County:** Douglas

b. **Town or Campus:** University of Nebraska at Omaha, Maverick Park

c. **Proposed Site:** The building location is shown on the map below.





- d. **Statewide Building Inventory:** TBD
- e. **Influence of Project on Existing Site Conditions**
 - (1) **Relationship to Neighbors and Environment**

The facility will be located adjacent to Maverick Park Pavilion, overlooking Connie Claussen Field. This site positions the facility as a natural extension of Maverick Park, creating strong physical and visual connectivity to its surrounding environment.

This project will not only address functional needs but also enhance the mission of the Ak-Sar-Ben Future Trust by elevating the aesthetics of the area. By providing a modern, visually appealing facility and thoughtful site design, it will complement the surrounding neighborhood fostering pride and supporting the Trust's goal of enriching the region's cultural and recreational landscape.

- (2) **Utilities**

Domestic Water

The existing domestic water service on site runs from a water main in 67th Street and then east paralleling the maintenance / emergency access drive on the south side of softball and then north and into a mechanical room in softball press box. The line will need to be relocated around the clubhouse but should be sized adequately to provide service to the clubhouse.

Sanitary Sewer

The facility will be connected to the campus sanitary sewer system via a new service line that ties into the nearest available campus main, located near 67th Street south of the emergency access drive. The system will be sized to accommodate all plumbing fixtures, locker rooms, showers, and training support areas within the facility.

The design will ensure proper slope, invert elevations, and connection to the existing lift station or gravity-fed sewer system as required by campus utilities standards. Adequate provisions will be made for future maintenance and capacity expansion.

Storm Water



The Omaha Athletics Baseball and Softball Clubhouse Facility will feature an internal roof drain system to collect storm water from all roof areas. Primary drainage will be routed to exterior subgrade storm drain piping. There is an existing system on the emergency access drive and a separate system on the west side of softball near the property line. Both systems drain north and outlet into an existing basin at the NE corner of 67th Street and 68th Street. A secondary roof drainage system will discharge to grade via downspouts for overflow and emergency drainage.

Storm sewer piping will be sized to accommodate anticipated peak flows from the building and surrounding paved areas, with provisions for future expansion if additional capacity is required. The design will ensure proper connections to the campus storm water infrastructure, minimizing impacts on adjacent lots, pedestrian pathways, and campus facilities.

Electrical Service

Medium-voltage conductors will be tapped off of the existing loop-fed pad mounted OPPD transformer serving Maverick Park just to the north and extended south in an underground ductbank to a new OPPD pad mounted transformer at the new Training Facility to meet the building's full electrical load, including training, support, and mechanical systems. Estimated rating of the transformer is 225 kVA. Line voltage conductors will be routed in an underground ductbank from the transformer to the Main Electrical Room located on the first level of the Training Facility.

An emergency generator will not be provided for this facility.

(3) **Parking and Circulation**

Vehicle Traffic

The Omaha Athletics Baseball and Softball Clubhouse Facility does not require additional parking beyond existing campus lots. Adequate fire and emergency vehicle access will be provided.

Pedestrian Traffic

The main entrance on the east side of the building will provide safe and convenient access for student-athletes, staff, and visitors. Internal pathways will support smooth circulation throughout the facility.

4. **COMPREHENSIVE PLAN COMPLIANCE**

a. **Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission and Campus Strategic Plan**

The Omaha Athletics Baseball and Softball Clubhouse Facility aligns with the following objectives of Nebraska Strategic Framework 2014-2016:

6. The University of Nebraska will be cost effective and accountable to the citizens of the state.

d. Maximize and leverage non-state support.

i. Promote entrepreneurship and revenue-generating opportunities.

ii. Collaborate with the University of Nebraska Foundation to secure private support for university priorities



The Omaha Athletics Baseball and Softball Clubhouse Facility aligns with the following UNO strategic plan (USP) objectives:

- Recruit, develop, retain, and graduate a diverse student body reflecting a dynamic metropolitan community. (USP 1.1)
- Build new and strengthen existing connections with a broad range of community partners (USP 3.1)
- Recruit, retain, and reward outstanding faculty and staff. (USP 4.1)
- Maintain and expand facilities to meet the growing needs of campus. (USP 4.6)

b. **Consistency with the Agency Comprehensive Capital Facilities Plan**

The project supports the following Campus Facility Development Plan goals:

- a. 2020 – Facilities Development Plan

c. **Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan.**

The Statewide Facilities Plan is Chapter Six of the *Comprehensive Statewide Plan for Postsecondary Education in Nebraska*. This plan includes the following goals: “Nebraskans will advocate a physical environment for each of the state’s postsecondary institutions that: supports its role and mission; is well-utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.”

5. **ANALYSIS OF EXISTING FACILITIES**

a. **Function and Purpose of Existing Programs as they Relate to the Proposed Project**

Sapp Fieldhouse is the current home for Maverick baseball and softball programs with respect to locker rooms, training room, wellness and coach offices.

b. **Square Footage of Existing Areas**

107,700 Gross Square Feet (GSF)

c. **Utilization of Existing Space by Facility, Room and/or Function**

A list of existing spaces and their sizes is noted in the chart that follows

Sapp Fieldhouse Main Gym – 45,056 SF

Office Space/Academic Areas – 14,144 SF

Locker Rooms and Auxiliary Services – 48,500 SF

* Auxiliary Services include Training, Athletic Training, Sports Medicine, Physical Therapy, Strength and Performance, Mental Health, Nutrition, Equipment and Laundry

d. **Physical Deficiencies**

The Sapp Fieldhouse, originally constructed in 1949, has served Athletics for over 70 years. While the building has been maintained and updated over the decades, including renovations and additions, it exhibits limitations typical of a facility of its age. These include outdated training spaces, aging mechanical and electrical systems, limited academic support areas, and constrained circulation that does not meet modern accessibility or programmatic standards.



Although the structure remains sound and there are no immediate physical deficiencies threatening building safety, the facility no longer adequately supports the daily modern athletic programming needs of a growing NCAA Division I department with 17 NCAA Division I sports and nearly 350 student-athletes, over 130 full time staff members, and 300 part time staff members. This underscores the need for new, state-of-the-art training facilities to replace the current functionality of Sapp Fieldhouse.

e. **Programmatic Deficiencies**

Multiple programs share the space, and programming often overlaps, which causes issues with noise from multiple teams practicing simultaneously with space limitations. The spaces for baseball and softball are also not specifically designed for that purpose, as the lighting, flooring and net system is not ideal for teams to utilize it fully. Because the batting cages are located next to the basketball court and near the track, it is not a conducive environment for teaching and practicing. The noise from conducting batting practice interferes with court sports and track & field workouts while loose baseballs and softballs are unsafe for runners nearby.

f. **Replacement Cost of Existing Building**

N/A (Not Applicable)

6. **Facility Requirements and the Impact of the Proposed Project**

a. **Functions/Purpose of the Proposed Program**

(1) **Activity Identification and Analysis**

The following activities/programs are proposed for the Baseball and Softball Clubhouse Facility:

- Baseball and softball locker rooms, lounges and mud rooms
- Training room and batting cages
- Coaches' offices and meeting room
- Storage and building facility spaces

(2) **Projected Occupancy/Use Levels/Personnel Projections**

Position	Existing	New	Projected Total
UNO Athletics Staff	10	0	10

Description/Justify Projected Enrollments/Occupancy:

Existing Staff consists of:

- 3 Baseball Coaching staff members who office out of the Center Street UNO Building
- 3 Softball Coaching staff members who office out of Sapp Fieldhouse
- 2 Facility staff members, 1 who offices out of Sapp Fieldhouse and the other who offices out of Baxter Arena
- 2 Athletics Training staff members who office out of Sapp Fieldhouse

The clubhouse includes hotel office space that will be used to facilitate cross-campus collaboration. In addition, these offices will be available to re-purpose for new coaching



staff as NCAA requirements continue to evolve with the ever-changing landscape of collegiate athletics.

b. **Space Requirements**

(1) **Square Footage by Individual Areas and/or Functions**

Refer to Attachment A.

(2) **Basis for Square Footage/Planning Parameters**

The square footage and planning parameters for the facility are based on the existing Sapp Fieldhouse footprint, programmatic needs, and projected growth of Omaha Athletics. While Sapp Fieldhouse has historically supported locker rooms, athletic training, strength and performance, physical therapy, sports medicine, academic support, and community programming, its spaces are now constrained by outdated layouts and limited capacity.

The clubhouse facility will provide appropriately sized locker rooms, lounges, training spaces, batting cages and office spaces. Planning parameters also consider efficient circulation, ADA compliance, and easy access to create a cohesive athletic experience in Maverick Park.

(3) **Square Footage of Proposed Areas (net and gross)**

	Net SF	Gross SF
The Clubhouse Facility	13,290	19,260

c. **Impact of the Proposed Project on Existing Space**

(1) **Reutilization and Function(s): Not applicable.**

(2) **Demolition: Not applicable**

(3) **Renovation: Not applicable**

7. **EQUIPMENT REQUIREMENTS**

a. **List of Available Equipment for Reuse**

Pitching Machines, baseballs, softballs, bats, helmets, buckets

b. **Additional Equipment**

(1) **Fixed Equipment**

Sport-specific equipment for baseball and softball operations

(2) **Movable Equipment**

Furnishings for offices, team lounges, locker rooms, meeting rooms, and common areas.

Appliances, printers, computers, marker boards, and tack boards

(3) **Special or Technical Equipment**

Equipment outside the scope of this project but designed for clubhouse functionality.
This includes:



1. Athletic Training Equipment
2. Athletic Performance Equipment
3. Audio / Visual / Lighting (A/V/L) Equipment

8. **SPECIAL DESIGN CONSIDERATIONS**

a. **Construction Type**

The building is classified as Type II-B construction (non-combustible protected) based on IBC 2018. The primary occupancy type is B. It is a 2-story building with locker rooms on the 1st floor and offices on the 2nd floor. The construction will be comprised of a combination of systems: retaining walls, steel framing, storefront system, cement plaster exterior finish, etc.

b. **Structural Systems**

The roof will be metal roof deck supported by steel framing. Floor framing will be composite metal deck with normal weight concrete fill. The concrete thickness will vary depending on the required floor fire rating. The floor beams will be steel beams made composite with the floor slab using headed studs.

Since the building will be built into the existing hillside, a cast-in-place retaining wall/foundation wall is required on the west side of the building and a portion of the north and south sides of the building.

Lateral loads will likely be resisted by moment frames or CMU shear walls.

Based on other projects in the area, it is anticipated that the building will be supported on either spread footings. These will bear on native soils or on rammed aggregate piers, depending on the final column loads.

c. **Heating and Cooling Systems**

The building will be heated and cooled by a variable air volume air handler and terminal VAV reheat boxes. An air handler in the upper-level mechanical room will distribute cooled and dehumidified air to terminal units throughout the building. Terminal units will regulate the airflow to individual thermal zones and reheat the air as necessary with a hot water coil to maintain the space setpoint. The air handler is planned to have integral supply and return fan arrays with no more than 7.5 hp fan motors. The unit will be capable of being a full economizer, with the return fans acting as a relief fan. The economizer will be based on differential enthalpy for maximum control and energy savings.

Energy recovery wheels will be added to the air handler due to higher rates of ventilation air.

Cooling will be provided from a roof mounted air-cooled condensing unit. Refrigerant piping from the condensing unit will be connected to a DX coil in the new VAV air handling unit. The condensing unit refrigerant shall comply with the latest refrigerant standards.

Heating will be provided by hot water from two new 100% redundant gas fired high efficiency condensing boilers. Heating water will be circulated throughout the building to the coil in the air handler, VAV boxes, cabinet heaters, and unit heaters.

Controls for the building will use the existing campus DDC system and expand as needed. The control system will integrate BMS zone controllers with the new lighting system by passing occupancy status for standby modes of operation. CO2 sensors will be utilized in higher occupancy spaces.



Commissioning is required per UN standards.

d. **Plumbing System**

Water and fire service piping shall enter a grade level mechanical room on the north end of the building. Domestic hot and cold water will be distributed to plumbing fixtures throughout the building with a domestic hot water recirculation system. All of the piping shall be insulated copper piping. Cast iron sanitary and vent piping will be connected to the fixtures. Cast iron storm piping will be routed from the roof drains to below floor piping that exits the building. A natural gas meter shall be installed on the exterior wall of the lower level water service room.

A gas-fired storage domestic water heater system will provide domestic hot water throughout the building. Two water heaters will be provided for redundancy. The water heaters will be a high efficiency sealed combustion unit. A small domestic water pump will recirculate hot water based on a DDC schedule and aquastat to minimize energy usage.

Low flow fixtures will be provided. Water closets shall be wall hung type. Electronic sensors will be provided at all fixtures except for showers which will have manual adjustable mixing valves.

e. **Electrical System**

Electrical Power Distribution: A new 400 A, 480/277 V, 3 phase, 4 wire main distribution panelboard, fed from the exterior pad mounted OPPD transformer, will serve the new Clubhouse Facility. The distribution board will be located in the Main Electrical room on the ground level. Distribution downstream of this switchboard will include 480/277 V panelboards for connections to HVAC, lighting and other building systems as required. Step-down 480 V – 208/120 V transformers and associated 120/208 V panelboards will be included in the Main Electrical room as well as in an electrical closet on second level to provide connections to typical office and other 120 V utility connections. To serve emergency egress lighting loads, a central inverter battery will be installed in the Main Electrical room.

Lighting: Illumination requirements and solutions will be somewhat similar to the interior spaces of the existing Maverick Park Pavilion while fully taking advantage of new technologies and products that have become available since the baseball/softball complex opened. An nLIGHT lighting control system will be specified. Integration with BMS zone controllers to signal occupancy status for reduced mode of operation will be included.

Communications: All telecomm devices will be served from a raceway system for cabling consisting of cable tray and conduit stub-ups. A structured cable system will be included for the facility. A MDF space will be provided on the second level. A facility-wide Audio-Visual system will also be included.

f. **Life Safety / ADA**

The new facility will conform to the requirements of the Americans with Disabilities Act and Nebraska Accessibility Guidelines.

The new facility is fully equipped with an automatic fire sprinkler system designed in accordance with current life safety and fire code requirements and UN Standards. The fire alarm system will be a standalone system connected to the Campus Fireworks Panel. Notification devices include strobes, speakers, and strobe/speakers. This voice evacuation system will be connected into the campus wide alert system for mass notification with fire alarm priority.

g. **Security**



The system will include access control and CCTV. Locations of devices will be similar to and synergize with the Maverick Park Pavilion building.

h. Sustainability

The Project will not seek LEED Certification but will be designed to meet the University of Nebraska Sustainable Design Policy standards for the Certified Level.

i. Historic or Architectural Significance

Not applicable.

j. Artwork

The State of Nebraska 1% for Art Program requirement is not applicable.

The project will not receive funding from the State of Nebraska and, as a result, will not have a 1% allocation of funds for artwork.

k. Phasing

The facility will be constructed in a single phase.

l. Future Work

No applicable.

9. PROJECT BUDGET & FISCAL IMPACT

a. Cost Estimate Criteria

(1) Identify recognized standards, comparisons and sources.

The predesign cost estimate has been provided by Owner’s cost consultant, MCL Construction.

(2) Identify the year and month on which the estimates are made and the inflation factors used.

Estimates were made in October of 2025 and inflated 6% per year to an assumed midpoint of construction in May of 2027.

(3) Net and gross square feet.

	NSF	GSF
The Clubhouse Facility.....	13,290	19,260

(4) Project cost per net and gross square foot

Cost per SF

Total Project Cost per Net Square Foot	\$940.56
Total Project Cost per Gross Square Foot	\$649.01

(5) Construction cost per gross square foot:

Cost per SF



Total Construction Cost per Gross Square Foot \$562.26

b. Total Project Cost

Total Project Cost is \$12,500,000. The Estimate of Probable Total Project Cost is as follows.

Construction	
General Construction	\$10,174,400
Site Work/Utilities	0
Fixed Equipment	119,000
In-House Construction	20,000
Construction Contingency	515,700
TOTAL CONSTRUCTION COSTS	\$10,829,100
Non-Construction	
Project Planning	\$15,000
Professional Consultant Fees	1,035,700
Professional In-house	334,500
Equipment - Capital	32,000
Equipment - Non-Capital	113,000
Land Acquisition	0
Artwork	0
Other	89,300
Non-Construction Contingency	51,400
TOTAL NON-CONSTRUCTION COSTS	\$1,670,900
TOTAL PROJECT COST	\$12,500,000

c. Fiscal Impact Based upon First Full Year of Operation

- (1) **Estimated Additional Operational and Maintenance Costs per Year**
\$117,325. This includes utilities, insurance and liability, and contracts.
- (2) **Estimated Additional Programmatic Costs per Year**
None

d. Fiscal Impact Based on Annual Assessment

Net zero as Revenues project to be \$117,325. This includes concessions, corporate sponsors, and facility rentals.



10. **FUNDING**

a. **Total Funds Required:**

The total amount of funds required for the project is \$12,500,000.

b. **Project Funding Sources**

Funding Source	%	Amount
(1) Private Donations	100	\$ 12,500,000
Total	100	\$ 12,500,000

c. **Fiscal Year Expenditures**

Fiscal Year	Amount
2025-2026:	\$2,500,000
2026-2027:	\$6,250,000
2027-2028:	\$3,750,000
Total Project Cost:	\$12,500,000

TIMELINE

1. Program Statement	December 5, 2025
2. External Selection Process	
a. Design Team	January 2026
b. Construction Management Team (CMAR)	February 2026
3. Schematic Design	May 2026
4. Design Development	August 2026
5. Construction Documents	
a. Early Package (Site Civil, Structural Foundations)	August 2026
b. Final Package	November 2026
6. Intermediate Design Review	October 2026
7. GMP Execution	October 2026
8. Completion of Construction	October 2027
9. Occupancy	October 2027

11. **HIGHER EDUCATION SUPPLEMENT**

a. **Coordinating Commission for Postsecondary Education (CCPE) Review**

CCPE review is not required.

b. **Method of Contracting**

1. **Identify method**

Construction Manager at Risk (CMAR)

2. **Provide rationale for method selection**

Construction Manager at Risk was selected for several key reasons:

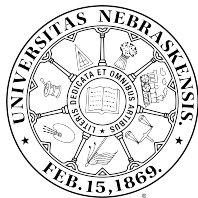


- Inflation and pricing management in the current inflationary environment is dramatically impacting project costs and schedule. Construction Manager input early in the process will allow informed choices during design providing the best value.
- Establishing a guaranteed maximum price early in the project will help counteract inflationary pressures on the project.
- This method offers pre-construction services to provide estimating, scheduling, design assistance, and constructability reviews during design to help deliver the project on time and within budget.



Attachment A

Space Description	Space Use Code	New NSF	Qty	Total NSF For Project
Office (Shared Training)	310	130	1	130
Office (Head Coach)	310	195	2	390
Office (Assistant Coach)	310	130	6	780
Office (Athletic Department)	310	130	1	130
Open Office	310	190	1	190
Meeting Room	350	230	1	230
Training Room	510	629	1	629
Exam Room	523	130	1	130
A/V	530	110	1	110
Wellness	590	120	1	120
Lobby (Ground Level)	610	566	1	566
Player Lounge (Baseball)	650	200	1	200
Player Lounge (Softball)	650	160	1	160
Break Area	650	190	1	190
Batting Cages	670	3,170	1	3170
Mud Room (Baseball)	675	130	1	130
Mud Room (Softball)	675	130	1	130
Locker Room (Baseball)	690	1,100	1	1100
Locker Wet Area (Baseball)	690	390	1	390
Locker Room (Softball)	690	870	1	870
Locker Wet Area (Softball)	690	425	1	425
Locker Room (Men's Coach)	690	250	1	250
Locker Wet Area (Men's Coach)	690	120	1	120
Locker Room (Women's Coach)	690	250	1	250
Locker Wet Area (Women's Coach)	690	120	1	120
Equipment Storage, Distribution, and Laundry	730	430	1	430
Storage (Batting Cages)	730	150	2	300
Restroom (Coaching Offices)	919	70	1	70
Custodial	XXX	85	2	170
Main Electrical	YYY	290	1	290
MDF	YYY	180	1	180
Electrical	YYY	80	1	80
Mechanical	YYY	860	1	860
Net Square Feet				13,290
Gross Square Feet				19,260
Efficiency				69.0%



BOARD OF REGENTS AGENDA ITEM SUMMARY

Executive Committee

December 5, 2025

AGENDA ITEM: Approve updates to Regents' Policies Chapters 1-3.

☐

Review

☒

Review + Action

☐

Action

☐

Discussion

☐

This is a report required by Regents' policy.

PRESENTERS: Paul Kenney, Chair

PURPOSE & KEY POINTS:

The proposed updates to the attached Regents' Policies are to implement necessary updates and clarify language.

RECOMMENDATION

The Board Chair recommends approval.



University of Nebraska **System**

Board of Regents **Policies**

Contains Amendments through June 19, 2025

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Chapter 1. The Board of Regents

RP-1.1 Governance of the Board

RP-1.1.1 Direct Responsibilities of the Board

Under the constitution and statutes of the State of Nebraska, the Board of Regents has the authority and the responsibility for the general government of the University of Nebraska ~~System~~ *(hereinafter may be referred to as “University” or “University of Nebraska System”¹)*. It must exercise general supervision over all elements of the University and control and direction of all expenditures and establish the general operating policies of the institution. To assist it in its discharge of its responsibilities, the Board of Regents employs a staff and faculty who have the professional competence to develop and operate the University’s programs. The Board delegates, through its Bylaws and Policies, large areas of authority and responsibility to the professional staff for the ongoing operations of the University. The Board of Regents assumes direct responsibility for:

1. Establishing short- and long-range objectives for the University ~~System~~ and its component ~~campuses~~*administrative units*, and adopting and maintaining policies and programs to achieve these objectives;
2. Establishing appropriate delegation and controls to ~~insure~~*ensure* successful administration of its policies;
3. Approving and promulgating appropriate rules for the operation of the institution;
4. Providing the necessary physical plant for meeting foreseeable future needs, through the adoption and implementation of sound plans for the orderly development and maintenance of the System’s facilities;
5. Maintaining the fiscal soundness of the University ~~System~~;
6. Submitting budgets for operations and capital construction to the appropriate authority;
7. Apportioning legislative appropriations within the limits of the Board’s authority;
8. Approving the appointment or removal of the President, the Vice Presidents, and other key administrative officers and faculty, and fixing their compensation; and
9. Maintaining oversight of the progress which the institution makes toward its objectives, the effectiveness of policy control through its administrative officers, quality of educational and service programs offered by the institution, and the utilization of the available resources.

Reference: BRUN, Minutes, 34, pp. 165-167 (April 8, 1972).
See also, Bylaws BRUN (1973+), s.1.2.

RP-1.1.2 Conflicts of Interest of the Board

No member of the Legislature or any state officer shall have a conflict of interest, as defined by the Legislature, directly in any contract, with the State or any county or municipality thereof, authorized by any law enacted during the term for which he or she shall have been elected or appointed, or within one year

¹ [The “University of Nebraska System” is inclusive of all its components/administrative units.](#)

after the expiration of such term. The Legislature shall prescribe standards and definitions for determining the existence of such conflicts of interest in contracts, and it shall prescribe sanctions for enforcing this section.

Neb. Rev. Stat. § 85-106 authorizes the Board of Regents to enact policies for the government of the University. Accordingly, the Board of Regents hereby adopts the following code of ethics:

1. Introduction. The activities of the Board of Regents and ~~those of its employees~~ University of Nebraska System employees shall be consistent with the principle that there shall be no conflict between private interests of a public official or employee and his or her official duties.
2. Guidelines. The Board ~~and its employees~~ and University shall ~~employees shall~~ conform to the following guidelines:
 - a. Inform themselves of conflict of interest perils and remain alert to them in their activities;
 - b. ~~Make certain that no outside activities could interfere with the discharge of their obligations to the University~~ Recuse themselves from any decision which the University may make which may result in financial benefit or detriment to the Regent or employee, a member of their immediate family or a business with which he or she is associated;
 - c. Freely disclose their outside activities to the Chair of the Board or University officials, as appropriate, regarding situations that could involve or be construed as conflicts of interest;
 - d. Consult and obtain approval in advance with ~~the appropriate officers of the University~~ the Chair of the Board, or as appropriate other University officials on outside activities undertaken in the general field of their competence; and
 - e. Special inducements to ~~University personnel~~ Regents or University employees which might be construed to provide financial benefit to the giver shall not be accepted.
3. Special Provisions as to members of the Board of Regents:
 - a. A Regent with a potential conflict of interest is required to disclose the conflict in writing. If he or she has an actual conflict of interest, he or she is required to abstain from participating or voting on the matter.
 - a.b. No member of the Board shall have any substantial financial or personal interest in business transactions of the University without disclosure of such interest and without disqualifying himself or herself from the decision-making process.
 - b.c. No member of the Board shall grant or make available to any person any consideration, treatment, advantage, information, or favor beyond that which it is general practice to grant or make available to the public at large.
 - d. No member of the Board shall accept any gift, whether in the form of money, thing, favor, loan, or promise, that would not be offered or given if he or she were not an official.

Reference: Neb. Const. Art. III, s.16.
BRUN, Minutes, 31, pp. 46-47 (May 31, 1969).
See Bylaws BRUN (1973+), s.1.10.
See Bylaws BRUN (1973+), s.1.10.1.

RP-1.1.3 Reporting Suspected University-Related Misconduct and Prohibition Against Retaliation (Whistleblower Policy)

The general purpose of this policy is to protect any University of Nebraska System student, employee, or other member of the University community (hereinafter "Individuals") who makes a good-faith disclosure of suspected University-related misconduct. This policy supplements the existing Nebraska whistleblower law, the Nebraska State Effectiveness Act, Neb. Rev. Stat. § 81-2701 to § 81-2711, which protects state employees who report wrongdoing to elected State officials.

1. Reporting Suspected University-Related Misconduct

The University of Nebraska System places a high value on its ability and commitment to conduct its affairs ethically and in compliance with the law. The University encourages individuals to make good-faith reports of suspected University-related misconduct. Under this policy, misconduct includes a violation of the law or University policies or procedures and may occur on or off campus. Retaliation in response to such reports is prohibited and is a violation of University policy.

Individuals (including groups) wishing to report suspected University-related misconduct may use the University online reporting system/hotline (hotline). Reports made on the hotline will be directed to a designated University official. The University of Nebraska System hotline is available for online reporting at <https://secure.ethicspoint.com/domain/media/en/gui/52126/index.html> or by phone at 844-348-9584. Individuals may also report suspected University-related misconduct to a supervisor, campus Ombudsperson or Compliance Office.

Reports of suspected misconduct may be made anonymously. Reports and the related investigations will be kept confidential to the extent possible under law and consistent with the need to conduct an adequate investigation and take corrective action.

2. Retaliation Prohibited

No individual shall take retaliatory action against any other individual for reporting suspected University-related misconduct or for assisting in an authorized investigation of alleged University-related misconduct. Retaliation under this policy means an adverse action or threat made against an individual in response to a good-faith report of a known or suspected violation of law or policy. Retaliation, which includes any action that is likely to deter whistleblowing, may result in disciplinary action up to, and including, expulsion, termination of employment or termination of contract.

Individuals who believe they have been subjected to retaliation in violation of this policy should submit a report with the University's hotline or file a complaint with the Executive Vice President and Provost or the Senior Associate Vice President and Chief Operating Officer with responsibility for Human Resources.

3. Exclusions

This policy does not protect an individual who files a report or provides information that the individual knows to be false or has a reckless disregard for or willful ignorance of the report or information's truth or falsity. An individual who is determined to have provided such information may be subject to disciplinary action, up to and including expulsion, termination of employment or termination of contract.

Furthermore, this policy is not intended to prohibit supervisors or management from taking other valid action, including disciplinary action, in the usual scope of their duties.

4. Other Protections

a. Rights under the Nebraska State Effectiveness Act

The Nebraska State Effectiveness Act seeks to encourage employee whistleblowing activities by providing some legal protections for state employees who disclose information about wrongdoing in state government to the Nebraska Public Counsel, also referred to as the Ombudsman's Office, or to an elected state official. Employees who believe they have information about any violation of law, gross mismanagement or gross waste of funds, or any situation that creates a substantial and specific danger to public health or safety, may report that information to the Public Counsel or to an elected state official.

b. Rights under Federal Grants and Contracts

Additionally, employees of contractors, grantees, subcontractors, and subgrantees, when working on Federal grants and contracts in connection with the University of Nebraska System, have certain whistleblower rights and remedies afforded by statute, including but not limited to 41 U.S.C. § 4712 (Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information). Accordingly, all such contractors, grantees, subcontractors, and subgrantees are required to comply with all applicable laws.

Reference: BRUN, Minutes, 75, pp. 95 and 101-102 (January 25, 2019).

RP-1.2 Duties and Privileges of Members

RP-1.2.1 Duties of Members

1. Members of the Board are expected to attend all regularly scheduled meetings in order to expedite the business of the Board. Absences, although sometimes unavoidable, constitute an imposition on all other members of the Board.
2. The authority of the Regents is conferred upon them as a Board, and they can bind the University only by acting together as a Board. No individual member is authorized to give administrative directive to any segment of the University or to commit the Board to any policy, declaration, or action without prior approval of ~~the entire Board~~ a majority of the Board.
3. As is the case with other members of the University community, each Board member shall be constantly mindful of the visibility of close association with the University and shall assume the responsibilities which this association implies and act in a manner in the best interests of the University.
4. Requests for studies by individual Regents ~~that are going to take considerable staff time~~ must be approved by ~~either the Chair or as approved by a majority of~~ the Executive Committee of the Board. Any information that is provided shall be provided to the full Board.

Reference: BRUN, Minutes, 34, pp. 165-167 (April 8, 1972).
BRUN, Minutes, 38, p. 286 (November 7, 1975).

RP-1.2.2 Duties of the Chairperson

1. Meetings

The primary responsibility of the Chairperson during meetings is to ensure that decisions are arrived at fairly and expeditiously. In meeting this responsibility the Chairperson must at all times recognize the need for all aspects of the issue to be presented adequately before decisions are made. The Chairperson shall exercise the privilege of prudently speaking to the issues before the Board in order to maintain the atmosphere of fairness.

The Chairperson, being a duly elected member of the Board, has the right to vote on every issue.

2. Other than at meetings

The Chairperson shall advise the University Chief Executive Officer/President (hereinafter "CEO/President") on questions relative to the interpretation of Board policy as is necessary during the period between Board meetings. The exercise of this responsibility shall not be allowed to interfere with the integrity of the administrative structure of the University and the normal channels through which the business of the University is conducted.

Reference: BRUN, Minutes, 34, pp. 165-167 (April 8, 1972).
See also, Bylaws BRUN (1973+), s.1.3.

RP-1.2.3 Right of Student Members to Indicate Positions

At any meeting of the Board, the nonvoting student members of the Board of Regents will be given the opportunity to formally state their positions on matters coming before the Board for a vote. ~~After~~ In conjunction with the voting members of the Board ~~have registered~~ registering their votes on any matter to be voted upon by the Board, the Corporation Secretary will also ask each nonvoting student member to indicate his or her position in favor of or opposed to the matter. The statements of position of each nonvoting student member will be recorded in the minutes of the Board.

Reference: BRUN, Minutes, 54, p. 82 (January 14, 1989).
Reaffirmed BRUN, Minutes, 55, p. 40 (January 13, 1990).

RP-1.2.4 Reimbursement and Remuneration of Student Regents

Reimbursement is permitted for nonvoting student members for expenses actually incurred in the discharge of their duties which are incidental to the office of student body president, but not necessarily incidental to service as a member of the Board of Regents.

Reference: BRUN, Minutes, 45, pp. 196-198 (February 21, 1981).
See also, Bylaws BRUN (1973+), s.1.8.

RP-1.2.5 Athletic Tickets

Former Nebraska Governors who have served at least one term and former Regents who have served at least three years shall receive complimentary tickets to athletic events. Current elected Regents shall receive complimentary tickets to athletic events.

Student Regents will receive the same allocation of tickets during their active term as elected Regents. ~~Student Regent tickets will be for seats located in the student body section.~~

Reference: BRUN, Minutes, 38, p. 198 (July 26, 1975).
Reaffirmed BRUN, Minutes, 39, p. 179 (May 14, 1976).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-1.2.6 Regent Emeritus

Any Regent, whether serving prior to or subsequent to the adoption of this policy, who has served as Chair or has been a member of the Board of Regents for more than six years, and retires from his or her service in good standing, may be nominated by the President and the Executive Committee to hold the title of "Regent Emeritus." The nomination shall be referred to the Board for confirmation and approval at a public meeting. The title may be revoked, if the President and Executive Committee determine that circumstances exist such that the individual's use of the title may reflect adversely on the University. The title is considered honorary, and no specific benefits or duties are associated with it. The President, in consultation with the Executive Committee, may call upon a Regent Emeritus to serve in an advisory role or to represent the University at official functions and events, when such service assists the President and the University. A Regent Emeritus has no authority to speak or act on behalf of the University, unless specifically authorized to do so. No personnel or other reporting, as exists in the case of faculty with emeritus status, is required with respect to the designation of Regent Emeritus.

Reference: BRUN, Minutes, 74, p. 39 (November 18, 2016).

RP-1.3 Meetings of the Board

RP-1.3.1 Format of the Agenda (Repealed)

The policy relating to the agenda format for Board meetings, adopted July 26, 1975, BRUN, Minutes, 38, p. 182, has been repealed.

Reference: BRUN, Minutes, 38, p. 182 (July 26, 1975).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 66, p. 91 (April 20, 2007).

RP-1.3.2 Copies of the Minutes

A charge of \$1.00 per page will be made for a copy of the minutes of the Board of Regents.

Reference: BRUN, Minutes, 33, p. 162 (August 7, 1971).

RP-1.4 University Seal, Logo, Policy Manual, and Doctoral Gown

RP-1.4.1 University Seal

The corporate seal of the Board of Regents, adopted February 26, 1944, shall be used in all ordinary business transactions, such as conveyances of land and other contracts made by the Board of Regents, where a seal is required by law or by the Bylaws, or by special action of the Board of Regents.

The seal of the University of Nebraska System, adopted September 6, 1871, shall be used upon all diplomas and certificates issued by the Board of Regents to students, and in certification of the fact of the granting of a degree or diploma, and may be used in all other academic matters where customary, requested, or desirable.

Uses of the University of Nebraska System seal should be reserved for formal and "official" uses by the University, such as:

1. Printed materials which are defined as "official." These materials include formal documents and publications such as diplomas, certificates, legal and official records, transcripts, formal invitations from University officials, programs for formal academic ceremonies (Commencement, Honors Convocation, etc.), and for annual reports.

2. The University flag.
3. On the front of podiums and banners at University events.
4. Attached to the outside of University buildings, on official building signs, and displayed within buildings.
5. Affixed to all leases, contracts, and other legal agreements binding the University.
6. On appropriate licensed commercial products.

The Corporation Secretary of the Board of Regents is the official custodian of the seal.

Reference: See also, Bylaws BRUN (1973+), s.1.4.6.
BRUN, Minutes, 46, p. 189 (November 11, 1981).

RP-1.4.2 University Identifier

The Board approved the policy of having a common logo design for all activities of the University of Nebraska System on all campuses.

The Board adopted, as a new common identifier (logo) for the University of Nebraska System, and each of the four campuses of the University, the identifiers (logos) set forth below.



Reference: BRUN, Minutes, 44, p. 274 (June 14, 1980).
BRUN, Minutes, 44, p. 302 (July 26, 1980).
BRUN, Minutes, 63, p. 159 (June 23, 2001).

RP-1.4.3 University Policy Manual

The Corporation Secretary or designee shall be responsible for updating and editing the University Policy Manual. The manual will include all current policies and will be updated as soon as possible whenever a policy change occurs. University policy shall supersede any conflict with an individual administrative unit policy and any such conflict shall be resolved promptly.

The format of the University Policy Manual will be similar to that of the University of Nebraska [System](#) Bylaws of the Board of Regents. Proposed policy additions or revisions will be submitted to the Corporation Secretary or designee for appropriate codification, formatting, and editing prior to presentation to the Board. Policy proposals will also specify the effect of the proposals on existing policies.

Reference: BRUN, Minutes, 43, p. 168 (July 28, 1979).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-1.4.4 Doctoral Gown

The official doctoral gown for the University is the black gown with panels of scarlet and cream. All persons who hold the doctorate from the University of Nebraska [System](#) are authorized to wear the gown when appearing in academic costume.

Reference: BRUN, Minutes, 28, p. 126 (October 15, 1966).

RP-1.5 Honorary Degrees and Awards

RP-1.5.1 Honorary Degrees

Other than the earned doctorate, the greatest recognition that the University of Nebraska [System](#) can give to an individual is an Honorary Degree. Such awards are not given lightly and are awarded only when the achievement in scholarship, public service, or leadership is of such merit that public distinction is warranted. [While honorary doctoral degrees are most common, in rare circumstances an honorary bachelor's or master's degree may be conferred.](#)

1. Purpose and Criteria

- The University of Nebraska [System](#) may award Honorary Doctoral Degrees to recognize individuals who have attained achievements of extraordinary and lasting distinction.
- The following criteria are suggested in selecting honorary degree recipients:
 - 1) Persons who have rendered distinguished service to the [Uuniversity](#);
 - 2) Persons who have rendered distinguished service to the state;
 - 3) Graduates, former students, or former employees who have achieved distinction;
 - 4) Persons who have a record of scholarship, creativity, leadership, humanitarian, or public service, although not associated with the [Uuniversity](#) or the state.
- c. Honorary Doctoral Degrees shall not be awarded to members of the [Uuniversity](#) faculty, staff, or Board of Regents so long as a relationship exists with the [Uuniversity](#). Such degrees should be awarded only in exceptional cases to retired faculty members or staff for career distinction achieved at the University of Nebraska [System](#).
- d. Honorary Doctoral Degrees shall not be awarded to any person seeking or holding an elective state or federal office in Nebraska.
- e. The University of Nebraska [System](#) shall award no more than one honorary degree to any single individual.

2. Nominating Process

- a. Honorary degree recipients may be nominated from campus committees, the Board of Regents or the general public.
- b. Each campus of the uUniversity shall create a committee to solicit suggestions and nominations from all sources on its respective campus. After preparing the recommendations and following the procedures established for faculty approval, the committee shall present the recommendations to the Chief Administrative Officer/Chancellor (hereinafter “CAO/Chancellor”) of the campus. The CAO/Chancellor will review the recommendations and forward them to the Executive Vice President and Provost, with his or her recommendations.
- c. Nominations from the Board of Regents or from the public shall be made to the Executive Vice President and Provost. Nominations shall remain on file and available for consideration for two (2) years.
- d. The CEO/President of the university-University is encouraged to confer with the President of the University of Nebraska Foundation for possible nominations. The CAO/Chancellors are encouraged to confer with their offices of alumni affairs for possible nominations.
- e. Each nomination shall be presented in written form and shall include the name of the nominator(s), a vitae or brief biography of the proposed recipient, a description of accomplishments making the nominee worthy of an honorary degree, and any other supporting documentation deemed appropriate to assist in the deliberations.

3. Selection Process

- a. All nominations for honorary degrees shall be provided to the Executive Vice President and Provost by December 10 of each year. The nominations shall be for all commencement exercises for the following calendar year.
- b. The Executive Committee~~Chair of the Board of Regents shall select three (3) members of the Board shall to serve as a committee of the Board to~~ review the nominations with the Executive Vice President and Provost and to make recommendations to the entire Board. The honorary degree committee shall evaluate each nomination against the criteria set forth above. The committee shall meet prior to January 1 of each year and make recommendations for the next calendar year.
- c. The Board of Regents shall review and approve or reject the honorary degree nominations in closed session at the first Board meeting following the committee deliberations. The authority to award honorary degrees rests with the Board of Regents.
- d. The CAO/Chancellor of each campus shall extend invitations to honorary degree recipients following formal approval by the Board of Regents upon formal written notification.

4. Conferring the Award

- a. All honorary degrees given by any of the four campuses of the university-University shall be in the name of the University of Nebraska System. The general diploma format adopted by the Graduate College shall be used with the “University of Nebraska” printed across the top and the names of all campuses of the University printed across the bottom.

- b. The inscription “upon recommendation of the faculty” shall appear on diplomas for degrees recommended by campus committees. The word “honorary” shall appear in the line preceding the degree title. Attestations shall include the signature or the campus CAO/Chancellor, the Chair of the Board of Regents, the CEO/President of the University, and the Corporation Secretary.
- c. A list of such degrees awarded shall be maintained by the Corporation Secretary.
- d. The University of Nebraska System shall grant no more than one honorary degree to an individual.
- e. Honorary degrees shall not be granted in absentia or posthumously unless specifically recommended by the faculty and approved by the Board of Regents. Otherwise, individuals being recognized must accept the degree in person within three (3) years of approval by the Board of Regents. In special circumstances, and with approval by the Board of Regents, an honorary degree may be awarded separate from a campus commencement ceremony.
- f. An honorary degree recipient may be asked to be a commencement speaker. However, the two roles are separate as to process and should not be considered reciprocal.
- g. Prior to public announcement by the CEO/President or CAO/Chancellor, all matters relating to honorary degrees shall be confidential.

Reference: BRUN, Minutes, 54, p. 192 (July 22, 1989).
 BRUN, Minutes, 56, p. 149 (September 6, 1991).
 BRUN, Minutes, 63, p. 101 (December 9, 2000).

RP-1.5.2 UNL Nebraska Builder Award

1. Definition

This is an award given annually at the University of Nebraska-Lincoln, ordinarily at commencement.

2. Nomination

Nominations for the Award shall be submitted to the CAO/Chancellor of the University of Nebraska- Lincoln whose recommendations shall be forwarded to the President of the University of Nebraska~~Executive Vice President and Provost~~ by December 10. The nominations shall be for all commencement exercises for the following calendar year. The ~~President's~~ recommendations shall be submitted to the Board of Regents for endorsement at its annual meeting.

3. Guidelines

The following guidelines are suggested in selecting builder recipients:

- a. Nominees should be individuals who have contributed to building the programs or reputation of the University of Nebraska-Lincoln, either because of their connection with or their contributions to the University of Nebraska-Lincoln.
- b. Nebraska Builder Awards shall not be awarded to active faculty, staff, or administrators of the University of Nebraska System except in the most unusual of circumstances.
- c. Nebraska Builder Awards shall not be awarded to any incumbent of or candidate for any elective state constitutional office, including state senator, or to any incumbent of or

candidate for the U.S. House of Representatives or U.S. Senate from the State of Nebraska.

4. Nominating Procedure

The nomination should be presented in written form covering the following areas:

- a. Brief biography;
- b. Description of achievement(s) of nominee; and
- c. Name of nominator.

It will be the policy of the Board of Regents to award no more than two Nebraska Builder Awards per year.

5. All recipients of the Nebraska Builder Award will be endorsed by the Board of Regents, and this endorsement shall be so recognized in the Board of Regents minutes.

Reference: BRUN, Minutes, 54, p. 192 (July 22, 1989).
BRUN, Minutes, 66, p. 20 (April 21, 2006)
BRUN, Minutes, 75, pp. 131-132 (June 28, 2019).

RP-1.5.3 UNMC J.G. Elliott Award

1. Definition

This is an award given annually at the University of Nebraska Medical Center, ordinarily at commencement.

2. Nomination

Nominations for the Award shall be submitted to the CAO/Chancellor of the University of Nebraska Medical Center whose recommendations shall be forwarded to the President of the University of Nebraska- Executive Vice President and Provost by December 10. The nominations shall be for all commencement exercises for the following calendar year. The President's recommendations shall be submitted to the Board of Regents for endorsement at its annual meeting.

3. Guidelines

The following guidelines are suggested in selecting J.G. Elliott Award recipients:

- a. Nominees should be individuals who have made a “significant contribution” to the State of Nebraska in the field of medicine or health services.
- b. The J. G. Elliott Award shall be not awarded to any incumbent of or candidate for any elective state constitutional office, including state senator, or to any incumbent of or candidate for the U.S. House of Representatives or U.S. Senate from the State of Nebraska.

4. Nominating Procedure

The nomination should be presented in written form covering the following areas:

- a. Brief biography;

- b. Description of achievement(s) of nominee; and
 - c. Name of nominator.
5. All recipients of the J. G. Elliott Award will be endorsed by the Board of Regents, and this endorsement shall be so recognized in the Board of Regents minutes.

Reference: BRUN, Minutes, 54, p. 192 (July 22, 1989).
 BRUN, Minutes, 66, p. 20 (April 21, 2006).
 BRUN, Minutes, 75, pp. 131-132 (June 28, 2019).

RP-1.5.4 UNO Order of the Tower Award

1. Definition

This is an award given annually at the University of Nebraska at Omaha, ordinarily at commencements.

2. Nomination

Nominations for the Order of the Tower Award shall be submitted to the CAO/Chancellor of the University of Nebraska at Omaha whose recommendations shall be forwarded to the President of the University of Nebraska Executive Vice President and Provost by December 10. The nominations shall be for all commencement exercises for the following calendar year. The President's recommendations shall be submitted to the Board of Regents for endorsement at its annual meeting.

3. Guidelines

The following guidelines are suggested in selecting Order of the Tower recipients:

- a. Nominees should be individuals who have provided significant service, support, or promotion of UNO, the greater Omaha area, or the objectives of higher education. The CAO/Chancellor of UNO will develop criteria and guidelines for the awards.
- b. The Order of the Tower Award shall not be awarded to any incumbent of or candidate for any elective state constitutional office, including state senator, or to any incumbent of or candidate for the U.S. House of Representatives or U.S. Senate from the State of Nebraska.

4. Nominating Procedure

The nomination should be presented in written form covering the following areas:

- a. Brief biography;
 - b. Description of achievement(s) of nominee; and
 - c. Name of nominator.
5. All recipients of the Order of the Tower Award will be endorsed by the Board of Regents, and this endorsement shall be so recognized in the Board of Regents minutes.

Reference: BRUN, Minutes, 54, p. 192 (July 22, 1989).
 BRUN, Minutes, 66, p. 20 (April 21, 2006).

BRUN, Minutes, 75, pp. 131-132 (June 28, 2019).

RP-1.5.5 Regents Medal

1. Definition

The Regents Medal is an award to individuals whose service to the University has provided exceptional benefits in furtherance of the goals and mission of the institution.

2. Nomination

Nominations will be made by members of the Board of Regents and the CEO/President. The nomination should be presented in written form addressing:

- a. Brief biography;
- b. Description of achievement(s) of nominee; and
- c. Name of nominator.

3. Guidelines

- a. No more than two (2) Regents Medals may be awarded per year.
- b. Current employees of the University are not eligible for the award, but past employees or retirees are eligible.
- c. The medal shall be awarded annually as determined by the CEO/President and the Chair of the Board of Regents.
- d. Nominations should be submitted to the Executive Vice President and Provost by December 10 for consideration to be awarded the following calendar year. Nominations will be submitted to the Regents for consideration prior to the annual meeting.
- e. The Regents Medal shall not be awarded to any incumbent of or candidate for any elective state constitutional office, including state senator, or to any incumbent of or candidate for the U.S. House of Representatives or U.S. Senate from the State of Nebraska.

Reference: BRUN, Minutes, 66, p. 20 (April 21, 2006).
BRUN, Minutes, 67, p. 49 (September 5, 2008).
BRUN, Minutes, 75, pp. 131-132 (June 28, 2019).

RP-1.5.6 UNK Ron and Carol Cope Cornerstone of Excellence Award

1. Definition

The Ron and Carol Cope Cornerstone of Excellence Award is an award to individuals whose service to the University of Nebraska at Kearney has provided exceptional benefits in furtherance of the goals and mission of the institution. This is an award given annually at the University of Nebraska at Kearney, ordinarily at commencements.

2. Nominations

Nominations shall be submitted to the CAO/Chancellor of the University of Nebraska at Kearney whose recommendations shall be forwarded to the President of the University of Nebraska

[Executive Vice President and Provost](#) by December 10. The nominations shall be for all commencement exercises for the following calendar year. The [President's](#) recommendations shall be submitted to the Board of Regents for endorsement at its annual meeting.

3. Guidelines

The following guidelines are suggested in selecting Ron and Carol Cope Cornerstone of Excellence award recipients:

- a. Nominees should be individuals who have provided significant service, support, or promotion of the University of Nebraska at Kearney and the greater Kearney area, or is an alumnus of the University of Nebraska at Kearney who has provided service to the State of Nebraska, or to the objectives of higher education.
- b. The Ron and Carol Cope Cornerstone of Excellence Award shall not be awarded to any incumbent of or candidate for any elective state constitutional office, including state senator, or to any incumbent of or candidate for the U.S. House of Representatives or U.S. Senate from the State of Nebraska.
- c. Current employees of the University are not eligible for the award, but past employees or retirees are eligible.
- d. No more than two Cope Cornerstone of Excellence Awards will be awarded per year.

4. Nominating Procedure

- a. Nominations should be presented in written form addressing:
 - 1) A brief biography;
 - 2) A description of achievements of nominee; and
 - 3) Name of nominator.
- b. All recipients of the Ron and Carol Cope Cornerstone of Excellence Award will be endorsed by the Board of Regents at its annual meeting.

Reference: BRUN, Minutes, 68, pp. 4-5 (January 23, 2009).
BRUN, Minutes, 75, pp. 131-132 (June 28, 2019).

RP-1.6 Committees of the Board

RP-1.6.1 Committee Reports

There shall be an opportunity at each Board meeting for each of the committees to report on its activity. All resolutions and committee reports which involve matters for the record shall be made in writing and shall constitute the official records of the committees.

Reference: BRUN, Minutes, 34, pp. 165-167 (April 8, 1972).
Policy amended in BRUN committee, March 20, 1999.

RP-1.6.2 Executive Committee

The Executive Committee shall serve as the consultant group for the President during times when the full Board is not in session and shall make recommendations to the full Board when appropriate.

The Executive Committee shall review the proposed agenda of each meeting of the Board of Regents and approve all agenda items of the remaining committees of the Board.

The Executive Committee shall be governed by the Committee charter which shall be posted on the Board of Regents website and shall be updated by the Board as required.

Reference: BRUN, Minutes, 34, pp. 165-167 (April 8, 1972).
BRUN, Minutes, 37, pp. 2-3 (February 2, 1974).
Policy amended in BRUN committee, March 20, 1999.

RP-1.6.3 Planning Committee

The Planning Committee no longer exists as a result of changes to the Standing Rules of the Board of Regents adopted on March 9, 2007.

Reference: BRUN, Minutes, 41, p. 196 (March 18, 1978).
Policy amended in BRUN committee, March 20, 1999.
BRUN, Minutes, 66, p. 84 (March 9, 2007).

RP-1.6.4 Academic Affairs Committee

The Academic Affairs Committee shall address matters involving teaching, research, [University/academic service](#), [outreach](#), [student affairs](#), and extension in support of the University mission.

The Academic Affairs Committee shall be governed by the Committee charter which shall be posted on the Board of Regents website and shall be updated by the Board as required.

Reference: Policy amended in BRUN committee, March 20, 1999.
BRUN, Minutes, 37, pp. 2-3 (February 2, 1974).

RP-1.6.5 Business and Finance Committee

Business and Finance Committee shall address matters of finance, budget, and business administration in support of the University mission.

The Business and Finance Committee shall be governed by the Committee charter which shall be posted on the Board of Regents website and shall be updated by the Board as required.

Reference: Policy amended in BRUN committee, March 20, 1999.

RP-1.6.6 General Affairs Committee

The General Affairs Committee no longer exists as a result of changes to the Standing Rules of the Board of Regents adopted on March 9, 2007.

Reference: Policy created in BRUN committee, March 20, 1999.
BRUN, Minutes, 65, p. 48 (June 5, 2004).
BRUN, Minutes, 66, p. 84 (March 9, 2007).

RP-1.6.7 Information Technology Committee

The Information Technology Committee no longer exists as a result of changes to the Standing Rules of the Board of Regents adopted on March 9, 2007.

Reference: Policy created in BRUN committee, March 20, 1999.
BRUN, Minutes, 66, p. 84 (March 9, 2007).

RP-1.6.8 Outreach and Service Committee

The Outreach and Service Committee no longer exists as a result of changes to the Standing Rules of the Board of Regents adopted on March 9, 2007.

Reference: BRUN, Minutes, 64, p. 103 (April 26, 2003).
BRUN, Minutes, 66, p. 84 (March 9, 2007).

RP-1.6.9 Audit, Risk, and Compliance Committee

The Audit, Risk and Compliance (Audit) Committee shall address matters and policies affecting operations review, accountability, risk, audit and matters of general compliance, and audit that are not deleted to other duly authorized standing committees.

The Audit Committee shall be governed by the Committee charter which shall be posted on the Board of Regents website and shall be updated by the Board as required.

Reference: BRUN, Minutes, 64, p. 138 (October 17, 2003).
BRUN, Minutes, 73, p. 17 (April 10, 2015).

RP-1.6.10 Student Affairs Committee

The Student Affairs Committee no longer exists as a result of changes to the Standing Rules of the Board of Regents adopted on March 9, 2007.

Reference: BRUN, Minutes, 65, p. 48 (June 5, 2004)
BRUN, Minutes, 66, p. 84 (March 9, 2007).

RP-1.7 Records of the Board of Regents

RP-1.7.1 Custodian of Records

The Corporation Secretary shall serve as the custodian of the records of the Board and all documentary files thereof. The Corporation Secretary shall be responsible for disposition and/or preservation of records of the Board.

Reference: BRUN, Minutes, 63, p. 189 (December 8, 2001).

RP-1.7.2 Disposition and/or Preservation of Records

Records shall be disposed of and/or preserved as set forth in a records retention schedule approved by the Corporation Secretary in accordance with applicable law.

Reference: BRUN, Minutes, 63, p. 189 (December 8, 2001).

Chapter 2. Structure of the University

RP-2.1 Interrelationships of the Board, the Administration, the Faculty, and the Student Body

RP-2.1.1 (Not Currently Used)

RP-2.1.2 Campus Disorders and Administrative Response

1. Demonstrations

Members of the academic community, including the guests of the University, have the right to extensive latitude in making their opinions known. It is understood, however, that in exercising this right the rights of others must not be jeopardized. The public exploration and resolution of differing views can be successful only when groups and individuals discuss the issues in forums where the right to disagree, speak freely, and be heard is preserved. Within this context, the University community recognizes peaceful demonstrations as a legitimate means of expressing one's opinion.

The preservation of freedom of speech, and the recognition of the right to peaceful demonstration as part of that freedom, is possible only in an orderly environment in which individuals are not endangered by force or violence and in which they are free from coercion and interference in the exercise of their rights or in carrying out their legitimate activities. Consequently, in the specific case of campus demonstrations, the University community may impose behavioral restrictions which are necessary to preserve the orderly functioning of the University and the right of all to be heard. Such restrictions fall into two categories:

a. Prevention of violence or the use of force:

Demonstrations which coerce individuals, constitute a hazard to the safety of any persons, or threaten destruction of property are not protected by freedom of speech provisions and will not be tolerated. Similarly, a hostile audience will not be allowed to interfere with a peaceful demonstration.

b. Protection from interference with University operations:

The University community may restrict conduct which interferes with the holding of classes, the carrying forward of University business, properly organized and scheduled University events, or the discharge of responsibility by any University officer, employee, or student. Although the mere presence of demonstrators in public areas within buildings does not necessarily constitute interference, demonstrators cannot be allowed physically to obstruct access to University facilities. Noise and boisterous activity is objectionable when it prevents others from exercising their rights and duties.

Persons engaging in disruptive action shall be subject to disciplinary measures, including separation from the University, and also to charges of violation of the law.

2. Response to Disruptive Action

The response of the University to disruptive behavior must ultimately depend on the judgment of the officials who are in charge. However, the following guidelines should be observed:

a. Every effort will be made to end the disruption through reason and persuasion. These efforts shall include a clear indication of the willingness to discuss issues and to make

clear the procedures for discussion and arbitration of the issues involved. Discussion of the issues will not be conducted under condition of duress.

- b. If the discussion methods fail, the individuals involved will be notified that they are in violation of University regulations, and they will be asked to cease the activity. In the event the alleged violators do not cease the activity within a reasonable length of time as determined by the University, temporary sanctions, which may include conduct probation and, if necessary, suspension, may be imposed on the scene. However, unless both the student and the University officials agree to a postponement, the University must hold disciplinary hearings within five (5) school days or the temporary sanctions will be dissolved. Such disciplinary hearing shall be held, as far as possible, in accordance with the established disciplinary procedures of the University. No temporary sanction shall be made part of a student's permanent record. If a student is found innocent of the action for which temporary sanctions were imposed, no record of the temporary sanction or of the hearing shall become part of any of the student's files or records, and the student shall be given the opportunity to make up any work which was not completed because of the disciplinary action.
- c. If the use of institutional sanctions and discussion methods are not effective in ending the disruptions, or when alleged violators are not members of the University community, extra-institutional methods (including the invoking of police force) may be used. Nonmembers of the University community who are engaged in disruptive behavior may be referred to civil authorities for appropriate action.
- d. Evidence regarding the activity of non-student members of the University community who are alleged to have engaged in disruptive behavior may be referred to their supervisors for appropriate action.

The University community abhors the use of force as a method for settling disagreement and will always make exhaustive attempts to deal with issues by rational methods. When, however, such rational efforts prove ineffective or when imminent danger to life or property exists, more forceful methods shall be used to protect the rights and property of members of the community.

Reference: BRUN, Minutes, 30, pp. 270-272 (April 19, 1969).

RP-2.1.3 Right to a Public Hearing

It shall be the right of any individual member or group of members of the University (i.e., students, faculty, or administrators) to be granted, upon petition to the appropriate policy-making body or office, a public hearing at which the policy indicated by the group of petitioners in their petition shall be discussed. The policy making body or office petitioned shall schedule the hearing for some time convenient to the interested parties, if possible no later than two weeks after the petition is submitted during periods when the University is in session, and shall announce publicly in advance the time and place of the hearing. At the hearing, that body responsible for the policy indicated in the petitions shall clarify said policy, offer the reasons which justify that policy in view of the objections or questions raised about it in the petition, and respond to any additional questions or criticisms of the policy or related policies raised at the hearing by any member of the University. It is expected that, before such a petition is submitted, all other normal channels for raising questions about the policy have been exhausted. If, in the view of the policy-making body or office to whom the petition is submitted, the petition is merely a form of harassment or adequate answers are available through other normal channels, the petition may be referred to the relevant academic/faculty student, or staff senate committee to determine whether the hearing must be held. A decision by the committee not to hold a public hearing shall be overruled by the submission to that committee of a petition requesting such hearing and signed by at least 100 members of the University community.

Reference: BRUN, Minutes, 30, p. 272 (April 19, 1969).

RP-2.1.4 CEO/Presidential Search Advisory Committee(s)

1. General Statement

Every reasonable effort shall be made to have the membership of the CEO/presidential search advisory committee(s) appointed pursuant to Section 2.1 of the Bylaws of the Board of Regents representative of the State and the University.

2. The Board shall consider the following categories for composition of one or more CEO/presidential search advisory committees pursuant to Section 2.1 of the Bylaws.

- a. University Administration
- b. Faculty
- c. Students
- d. University of Nebraska Foundation
- e. General Public

3. Responsibility of CEO/Presidential Search Advisory Committee(s)

The Board shall determine the responsibilities for the CEO/presidential search advisory committee(s).

Reference: BRUN, Minutes, 54, p. 223 (September 8, 1989).
BRUN, Minutes, 55, p. 128 (June 23, 1990).
BRUN, Minutes, 55, p. 187 (September 7, 1990).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 72, p. 16 (March 21, 2014).

RP-2.1.5 Standards of Conduct for Employees and Students Regarding Alcohol and Drugs

The illegal possession, use, or distribution of drugs or alcohol by students and employees is a violation of University rules as well as State and Federal laws. Officers of the University are to cooperate with State and Federal agencies in the prevention of drug abuse. In satisfaction of this mandate and in order to fulfill its obligations under the Drug Free Workplace Act of 1988, 41 U.S.C. § 701, and the Drug Free Schools and Communities Act of 1989, 20 U.S.C. § 1145g, the University has formulated standards of conduct for both its employees and its students which prohibit the following acts:

- 1. use, possession, manufacture, distribution, or sale of illegal drugs or drug paraphernalia on University premises, or while on University business, or at University activities, or in University-supplied vehicles either during or after working hours;
- 2. unauthorized use, possession, manufacture, distribution or sale of a controlled substance as defined by the Federal Controlled Substances Act, 21 U.S.C. §§ 801 et seq., or Nebraska Drug Control Laws, Neb. Rev. Stat. §§ 28-401 et seq., on University premises, or while engaged on University business, or at University activities, or in University-supplied vehicles either during or after working hours;
- 3. unauthorized use, manufacture, distribution, possession, or sale of alcohol on University premises or while on university business, or at University activities, or in University-supplied vehicles either during or after working hours;

4. storing in a locker, desk, vehicle, or other place on University-owned or occupied premises, any unauthorized controlled substances, drug paraphernalia, or alcohol;
5. use of alcohol off University premises that adversely affects an employee's or student's work or academic performance or an employee's or student's safety or the safety of others;
6. possession, use, manufacture, distribution, or sale of illegal drugs off University premises that adversely affects the employee's work performance or the student's academic performance or an employee's or student's safety or the safety of others;
7. violation of State or Federal laws relating to the unauthorized use, possession, manufacture, distribution or sale of alcohol, controlled substances, or drug paraphernalia;
8. in the case of employees—failure to notify an employee's supervisor of an employee's arrest or conviction under any criminal drug statute as a result of a violation of law which occurs at the University of Nebraska System workplace.

Reference: BRUN, Minutes, 55, p. 205 (October 12, 1990).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-2.1.6 Relationship of Teaching, Research, and Service

The University of Nebraska System is a major institution of higher education, consisting of four-five unique campusesadministrative units, which serves the state, the nation, and the world through three fundamental missions of teaching, research, and serviceoutreach. Teaching, research, and service outreach are all important activities for University faculty, and all three are valued at the University of Nebraska System.

1. The Board of Regents reaffirms that the first priority of the University of Nebraska System and each of its campuses is teaching with special emphasis on teaching the undergraduate or first-professional- level student. Postgraduate and postdoctoral education is also a vital part of the University mission but should not eclipse the importance of teaching undergraduatesinstructional responsibilities.
2. The Board of Regents reaffirms the vital role of research at the University of Nebraska System and encourages the continued pursuit of new knowledge in diverse areas of endeavor with continued emphasis on (but without limitation to) areas of special interest and benefit to Nebraska. The University of Nebraska System, inclusive of each administrative unit, is a recognized research university-institution which has extensive programs in basic and applied research in numerous fields of endeavor. There has been, and should continue to be, a strong emphasis on research in areas of special interest and importance for Nebraskans. Indeed, the Nebraska Research Initiative, funded by the Nebraska taxpayer, specifies that research efforts funded from that source focus on matters of special concern to Nebraskans. Furthermore, the land-grant activities of the University of Nebraska System always have been manifested by an emphasis on applied research and application of knowledge for the benefit of Nebraskans. However, Nebraska is an integral and interactive part of the nation and the world and, accordingly, the University of Nebraska System has a role in basic and applied research in diverse areas and disciplines not limited by geographic boundaries.
3. The need to provide opportunities for life-long learning has never been greater. A large percentage of postsecondary students nationwide are what are commonly called "nontraditional." Studies indicate that current college graduates will change careers many times during their lifetimes for which there will be a corresponding need for new education and training. Advances in information technology make possible teaching and service-service/outreach opportunities throughout the state without regard to physical location. The life-long learning activities of the University, always fundamental to a land-grant university, are more important than ever. The

University's programs can offer invaluable benefits to citizens across the state for developing critical thinking skills, enhancing individual opportunity, and strengthening our communities. The University must recognize that take advantage of new opportunities to meet its traditional responsibilities. Accordingly, the Board of Regents encourages the administration and faculty to develop policies and programs for teaching and [service-service/outreach/extension](#) that are accessible to Nebraskans throughout the state, as well as on our campuses, and to reward faculty for efforts to improve the University's ability to provide learning [and workforce development](#) opportunities for all Nebraskans.

4. Recognizing that teaching, research, and [service-service/-outreach or extension](#) are all essential activities for a great public university, the Board of Regents expects the overall allocation of faculty time for teaching, research, and [service-service/outreach/extension on each campus within each administrative unit](#) to reflect the role and mission of that specific [campusunit](#). The Board of Regents endorses the concept of diverse types of scholarly activity described by Ernest Boyer in his important work, *Scholarship Reconsidered* (1988). Boyer describes four primary scholarly activities.
 - a. The scholarship of discovery is essentially what many refer to as basic research. This activity adds to human understanding through disciplined investigation.
 - b. The scholarship of integration brings together disparate facts or research findings from many sources and/or disciplines, frequently casting related elements into a new perspective. This activity interprets, adds context to, and/or explains research results, often from an interdisciplinary perspective.
 - c. The scholarship of application links faculty members' expertise in academic areas to specific problems. It is service-related and includes applied research and [educational](#) outreach to businesses, communities, and individuals. Theory and practice interact, and new discovery can result from application. [Nebraska Extension has a responsibility to translate research and knowledge to the betterment of Nebraskans, and can provide a foundational platform for supporting outreach across many disciplines throughout the state.](#)
 - d. The scholarship of teaching is the process of actively seeking and imparting knowledge and making the various forms of scholarship meaningful and of consequence to other persons. The scholarship of teaching stimulates and encourages students to be critical thinkers.
5. Each of the four scholarship activities described by Boyer takes place in varying degrees on the [administrative units four campuses](#) of the University of Nebraska [System](#). The balance among these activities on each campus should relate directly to the role and mission of that campus. Using Boyer's categories of scholarship as a model, the Board of Regents establishes the following elements of scholarship to be emphasized in carrying out the role and mission assigned to each campus.
 - a. The University of Nebraska at Kearney (UNK): UNK is primarily an undergraduate institution committed to quality undergraduate programs in a residential setting with a select mix of master's level graduate programs. Scholarship at UNK should emphasize teaching [and, -integration, and the application](#) of knowledge, [including workforce development in rural Nebraska and beyond.](#)
 - b. The University of Nebraska at Omaha (UNO): UNO is primarily a metropolitan institution committed to meeting the educational [and workforce development](#) needs of the Greater Omaha Area, and also has statewide responsibility for programs to selected areas. Major emphasis is on undergraduate teaching, with a diverse mix of master's degree programs combined with a small number of doctoral programs in selected areas for which UNO has

statewide responsibility. UNO has primary responsibility for the urban-grant activities of the University of Nebraska, which include outreach and community engagement associated with the integration and application of knowledge to problems of ~~the an~~ urban community and applied research on urban issues ~~and greater Omaha area issues~~. Scholarship at UNO should emphasize teaching, integration, discovery in selected disciplines, and the application of knowledge, including workforce development in Nebraska's urban settings and beyond.

- c. The University of Nebraska-Lincoln (UNL): UNL is the primary research and doctoral degree-granting institution in the state for fields outside the health professions and offers a broad range of undergraduate and graduate programs. UNL has primary statewide responsibility for the land-grant extension and research activities of the University of Nebraska System which emphasize application and integration of knowledge and applied research in diverse areas. Scholarship at UNL should emphasize teaching, workforce development and discovery but should also include the scholarship of integration and application.
- d. The University of Nebraska Medical Center (UNMC): UNMC provides educational programs in the health professions, placing special emphasis on education and training of physicians and other health professionals in primary care and on programs that benefit health care delivery in both urban and rural areas throughout the state. UNMC also has the major responsibility for ~~medical health professions~~ research. Scholarship at UNMC should place primary emphasis on teaching and discovery but should also include integration and clinical applications in the health sciences.
- e. The Nebraska College of Technical Agriculture (NCTA): NCTA provides instruction and has statewide responsibilities for technical education relating to food and agriculture at less than the baccalaureate degree, with a concentration on the applied associate degree. Scholarship at NCTA should emphasize teaching, integration of knowledge, and technical workforce development in broad agricultural fields.

The Board of Regents recognizes that high quality in the scholarship of teaching, integration, and application must and does ~~can and does~~ exist on campuses where the scholarship of discovery is not among the primary activities. The role of these campuses and the role of the research-oriented campuses are complementary, and all ~~four~~ campuses contribute to the role and mission of the University of Nebraska System.

- 6. The Board of Regents encourages each ~~campus administrative unit~~ to develop policies for tenure and promotion, and a system of incentives and rewards for faculty performance, which recognize the importance of teaching and which accurately reflect the role and mission of that campus. For example, original research and publication in peer-reviewed journals should be given more weight for faculty at the research campuses than at the other campuses and for faculty in graduate programs. Teaching, especially teaching undergraduates should be valued at all campuses. This should be reflected in tenure and promotion policies, and there should be a system of appropriate incentives and rewards for quality teaching.

For excellence in teaching to be rewarded, we must first be able to recognize it. The Board of Regents encourages all administrative units and the faculty ~~the central administration, campus administrations, and the respective campus faculties~~ to continue to improve methods for the evaluation of the quality of teaching by faculty members so this can be appropriately reflected in decisions regarding tenure and promotion as well as determining other rewards for quality teaching.

7. The Board of Regents encourages administration and faculty to determine what types of service outreach and clinical activities for faculty on each campus are consistent with the role and mission of that campus and to develop improved methods of evaluating service-such activities of faculty members with apportionments in these areas. Amongst other things, faculty should be rewarded for service-outreach/extension and clinical activities which involve application of knowledge for the benefit of the people of Nebraska. These could include activities which increase the quality and number of jobs available to Nebraskans, support our economy, including the agricultural sector, increase opportunities for self-employment, protect our natural resources and the quality of our environment, improve the health of Nebraskans, and enhance the quality of life in Nebraska communities. Articles on applied research and service-service/outreach/extension and clinical projects published in trade and business journals should also be given credit in faculty promotion and tenure guidelines upon peer acceptance as quality work.
8. The Board of Regents encourages administration and faculty to determine what types of life-long learning programs and activities on each campus are consistent with the role and mission of that campus and to develop improved methods of evaluating and rewarding the contributions of faculty members in the area of life-long learning. For example, faculty should be rewarded for developing and making available appropriate educational materials and courses of instruction for Nebraskans regardless of location.
9. The Board of Regents encourages the University of Nebraska System to continue to solicit citizen input to help determine the types of research and, service-serviceoutreach/extension, and clinical activities to pursue at the University of Nebraska System and to keep course content up to date with changing needs through citizen advisory bodies.
10. The Board of Regents encourages each campus to recognize the diversity of scholarship strengths within the faculty and to develop and utilize the strengths and interests of each faculty member within the framework of the campus role and mission. For example, consistent with approved position descriptions and faculty apportionments, Thus, one faculty member may be apportioned to spend the majority of his or her time as a researcher whereas another may be apportioned to spend most of his or her time in activities related to classroom teaching. Both should be encouraged, and both should be rewarded. However, the overall allocation of faculty time on each campus should reflect the role and mission of that campus and the apportionment of the individual faculty member.
11. Finally, the Board of Regents recognizes and encourages the diversity of the four-five campuses with each campus having a different role and mission and each campus having distinctive core competencies. The Board encourages intercampus collaborations whichthat leverage the strengths of the individual campusesvarious administrative units and their-the intellectual capacity of faculty in joint efforts so as to- maximize the University's contribution to Nebraska and the world.

Reference: BRUN, Minutes, 60, pp. 81-83 (September 29, 1995).
BRUN, Minutes, 62, p. 25 (April 4, 1998).

RP-2.1.7 Statement on Intercollegiate Athletics

The Board of Regents recognizes the integral and important role of intercollegiate athletics at the University of Nebraska-Lincoln, the University of Nebraska at Omaha, and the University of Nebraska at Kearney. Intercollegiate athletics_ provides opportunities for participants to develop important skills, a source of desirable entertainment for non-participating students, and a valuable link with the broader community outside the University.

While it is the intention of the Board of Regents to continue to support and promote an appropriate level of intercollegiate athletic activity at the University, it must remain clear that the teaching, research, and

outreach missions of the University are the Board's highest priorities. The Board intends to maintain a desirable balance between the academic and athletic missions at the University.

It is the policy of the Board of Regents that no increases in expenditures of mandatory student fee funds or state general funds shall be used for any future expansion in the number of team sports, the construction of new or expanded intercollegiate athletics facilities, or the hiring of additional athletic department staff. This limitation is not intended to affect nominal inflationary growth in spending by the campus' existing athletic programs or changes required by gender equity considerations related to existing programs. With regard to private support, solicitation of private donations for athletic programs should be conducted in a manner that minimizes competition with private fund raising for academic programs.

Reference: BRUN, Minutes, 60, p. 147 (July 13, 1996).

RP-2.1.8 Sexual Misconduct

A. Statement of Policy

1. The University of Nebraska System does not discriminate based on race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation in the education program or activity that the University operates. The University is required by Title IX of the Education Amendments of 1972 (Title IX) and the accompanying regulations not to discriminate in such a manner. This requirement not to discriminate extends to admission and employment. Inquiries about the application of Title IX and the accompanying regulations may be referred to a University Title IX Coordinator or the Assistant Secretary for Civil Rights of the Department of Education or both.
2. Beginning with the University of Nebraska System charter in 1869, Nebraska law has provided that no person shall be deprived of the privileges of this institution because of sex. Discrimination on the basis of sex is also prohibited by federal law. All members of the University community are expected to conduct themselves in a manner that maintains an environment free from sexual misconduct. Sexual misconduct, which includes domestic violence, dating violence, sexual harassment, sexual assault, sexual exploitation, and stalking, is unacceptable behavior under University of Nebraska policy and against the law. The University of Nebraska System has programs to promote awareness of and to help prevent sexual misconduct, and to assist members of the university community who are affected by such behavior.
3. Sexual harassment, a type of sex discrimination, is specifically prohibited by this Policy as well as federal laws such as Title VII of the Civil Rights Act of 1964 (Title VII) and Title IX.
 - a. Under Title IX, sexual harassment means conduct on the basis of sex that satisfies one or more of the following:
 - i. An employee of the University conditioning the provision of an aid, benefit, or service of the University on an individual's participation in unwelcome sexual conduct;
 - ii. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University's education program or activity; or
 - iii. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as

defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

- b. Under Title VII, which applies to employees only, sexual harassment also means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, sufficiently severe or pervasive to alter the conditions of the individual’s employment and create an abusive working environment.

B. Scope of Policy

- 1. This Policy applies to all members of the University of Nebraska System community ~~regardless of sexual orientation or gender identity~~, and to all education programs and activities under the jurisdiction of the University of Nebraska System.
- 2. For the purpose of complaints alleging discrimination under Title IX, education program or activity includes locations events, or circumstances over which the University exercises substantial control over both the Respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution.
- 3. The CEO/President and CAO/Chancellors shall implement procedures to address the rights of all individuals involved in cases of alleged sexual misconduct.

C. Prohibited Conduct Definitions

For purposes of addressing complaints of sexual misconduct against or by University students and employees, the following uniform definitions shall be used by the University.

- 1. “Dating violence” means violence committed by a person:
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship.
 - ii. The type of relationship.
 - iii. The frequency of interaction between the persons involved in the relationship.
- 2. “Domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse or the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

Domestic violence includes domestic assault. Under Nebraska law, a person commits domestic assault if the person (i) intentionally and knowingly causes bodily injury to their intimate partner; (ii) threatens an intimate partner with imminent bodily injury; or (iii) threatens an intimate partner in a menacing manner.

Under Nebraska law an “intimate partner” means a spouse; a former spouse; persons who have a child in common whether or not they have been married or lived together at any time; and persons who are or were involved in a dating relationship.

3. “Retaliation” means intimidating, threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by the Policy or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy.
4. “Sexual assault” means an offense that meets the definition of rape, fondling, incest or statutory rape as used in the FBI’s Uniform Crime Reporting system. A sex offense is any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.
 - a. Rape: The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
 - b. Fondling: The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of the victim’s age or because of the victim’s temporary or permanent mental incapacity.
 - c. Incest: Sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
 - d. Statutory Rape: Sexual intercourse with a person who is under the statutory age of consent.
5. “Sexual exploitation” includes, but is not limited to: prostituting another person; non-consensual visual or audio recording of sexual activity; non-consensual display or distribution of photos, images or information of an individual’s sexual activity or intimate body parts; non-consensual voyeurism; coercing someone against their will to engage in sexual activity, or; knowingly transmitting sexually transmitted disease (STD) without disclosing STD status.
6. “Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:
 - a. An employee of the University conditioning the provision of an aid, benefit, or service of the University on an individual’s participation in unwelcome sexual conduct;
 - b. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University’s education program or activity;
 - c. Sexual assault (see definition herein);
 - d. Dating violence (see definition herein);
 - e. Domestic violence (see definition herein); or
 - f. Stalking (see definition herein)

To be considered sexual harassment for the purposes of Title IX, the conduct must meet the additional requirements of occurring in the University's education program or activity and against a person in the United States.

For employees, sexual harassment also means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, sufficiently severe or pervasive to alter the conditions of the individual's employment and create an abusive working environment.

7. "Sexual misconduct" includes dating violence, domestic violence, rape, sexual assault, sexual harassment, sexual exploitation, and stalking.
8. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - a. fear for their safety or the safety of others; or
 - b. suffer substantial emotional distress.

D. Other Definitions

1. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the University's Title IX Coordinator or any official of the University who has authority to institute corrective measures on behalf of the University. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator.
2. "Bodily injury" shall mean physical pain, illness, or any impairment of physical condition.
3. "Consent" is a freely and affirmatively communicated willingness to participate in particular sexual activity or behavior, expressed either by words or clear, unambiguous actions.
 - a. Consent can be withdrawn at any time, as long as the withdrawal of consent is clearly communicated by words or actions.
 - b. Consent cannot be coerced or compelled by force, threat, deception, or intimidation.
 - c. Consent cannot be given by someone who is incapacitated or does not have the legal capacity to consent, as defined below in the definition of "incapacitated".
 - d. Consent cannot be assumed based on silence, the absence of "no" or "stop," the existence of a prior or current relationship, or prior sexual activity.

There are some persons who Nebraska law presumes are incapable of consenting to sexual contact or penetration as defined by Nebraska law by an actor by reason of their age. Under Nebraska law an actor nineteen years of age or older may not subject a person under the age of sixteen years of age to sexual penetration, or a person under fifteen years of age to sexual contact.

4. "Complainant" means any individual who is alleged to be the victim of conduct that could constitute sexual misconduct. A Complainant may also be referred to as a "party".

5. "Crimes of Violence" are those offenses that involve force or threat of force, including murder and non-negligent manslaughter, rape, robbery, and aggravated assault.
6. "Force or threat of force" means (a) the use of physical force which overcomes the person's resistance or (b) the threat of physical force, express or implied, against the person or a third party that places the person in fear of death or in fear of serious personal injury to the person or a third party where the person reasonably believes that the actor has the present or future ability to execute the threat.
7. "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual misconduct, including sexual harassment under Title IX, against a Respondent and requesting that the University investigate the allegation of sexual misconduct. As used in this paragraph, the phrase "document filed by a Complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the University) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the Formal Complaint. Where the Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator is not a Complainant or otherwise a party under this Policy and will comply with the requirements of this Policy.
8. "Incapacitated" means an individual is unable to understand the facts, nature, extent, or implications of the situation due to drugs, alcohol, a mental disability, being asleep, unconscious or in any other state where the individual is unaware that sexual contact is occurring, or based on their age (pursuant to Nebraska law). With respect to alcohol and drugs, intoxication and/or impairment is not presumptively equivalent to incapacitation. Consent does not exist when the individual initiating sexual activity knew or should have known of the other individual's incapacitation.

There are some persons who Nebraska law presumes are incapable of consenting to sexual contact or penetration as defined by Nebraska law by an actor by reason of their age. Under Nebraska law an actor nineteen years of age or older may not subject a person under the age of sixteen years of age to sexual penetration, or a person under fifteen years of age to sexual contact.
9. "May" is used in the permissive sense.
10. "Member of the University community" includes any individual who is a student, staff or faculty member, University official, or any other individual employed by, or acting on behalf of, the University. An individual's status in a particular situation shall be determined by the Investigator of Title IX Coordinator.
11. "Official with Authority" means an official of the University who has authority to institute corrective measures on behalf of the University.
12. "Private body parts" means the genital area, groin, inner thighs, buttocks, or breasts.
13. "Preponderance of the Evidence" is the standard of evidence the University uses to determine whether the Respondent violated this Policy. A finding of responsibility by a preponderance of the evidence means that it is more likely than not, based on all the reasonable evidence and reasonable inferences from the evidence, that the Respondent violated this Policy.
14. "Remedies" are measures designed to restore or preserve equal access to the University's education program or activity. Such remedies may include the same supportive measures that are already being provided to Complainant; however, remedies

need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent.

15. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual misconduct. A Respondent may also be referred to as a "party".
16. "Serious personal injury" means great bodily injury or disfigurement, extreme mental anguish or mental trauma, pregnancy, disease, or loss or impairment of a sexual or reproductive organ.
17. "Shall" is used in the imperative sense.
18. "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the University's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the University's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The University will maintain as confidential any supportive measures provided to the Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of the University to provide the supportive measures.
19. "Title IX Coordinator" is a person designated by the University to coordinate the University's effort to comply with its responsibilities under Title IX. The Title IX Coordinator oversees the University's gender equity work to ensure compliance with Title IX, including its policies and procedures, education/prevention efforts, and training. The Title IX Coordinator reviews information about sexual misconduct to identify and address any patterns or systemic problems that arise during the review of such complaints. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment) to the Title IX Coordinator.
20. "Past sexual behavior" means a person's sexual behavior other than when the sexual misconduct is alleged to have occurred.
21. "University" means University of Nebraska System.

E. Awareness, Education, Prevention, and Training Programs

1. As required by federal statutes and administrative regulations, the Office of the President and each CAO/Chancellor shall publicize and conduct ongoing programs for new students and employees and other members of the University community to promote awareness of the problems caused by sexual misconduct and to help prevent and attempt to reduce the risk of the occurrence of sexual misconduct. These programs shall include instruction on safe and positive options for bystander intervention that may be carried out by individuals to prevent harm or intervene when there is a risk of sexual misconduct being inflicted on another person. Training shall be provided to all persons

designated as campus security authorities and involved in responding to reports of sexual misconduct.

2. Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution will receive annual training on the issues related to dating violence, domestic violence, sexual assault, and stalking and on how to conduct an investigation and hearing process that protects the safety of victims and promotes accountability.
3. In addition to the training described above, Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process will receive the following training:
 - a. Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, will receive training on
 - i. The definition of sexual harassment,
 - ii. The scope of the University's education program or activity,
 - iii. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable,
 - iv. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias, and
 - b. Decision-makers will also receive training on
 - i. Any technology to be used at a live hearing and
 - ii. Issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant.
 - c. Investigators will receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
4. Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of Formal Complaints of sexual harassment.
5. The University will make these training materials publicly available on its website, or if the University does not maintain a website the University will make these materials available upon request for inspection by members of the public.

F. Reporting Sexual Misconduct

All individuals are expected to promptly report conduct that may violate the University's Sexual Misconduct Policy to the University. Although the University does not limit the time frame for reporting sexual misconduct to promote timely and effective review, the University strongly encourages individuals to report possible sexual misconduct within one hundred and eighty (180) calendar days of the last occurrence of the concerning conduct. A report made after one hundred and eighty (180) days may make it more difficult to gather relevant and reliable information.

In addition, all individuals are expected to report conduct that may also violate criminal law to both the Title IX Coordinator and the local law enforcement. These processes are not mutually exclusive and both may happen simultaneously or at different times.

1. Any University student, employee, or other individual who seeks to report may contact the:

- a. Title IX Coordinator:
 - i. Any person may report sex discrimination, including sexual misconduct (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual misconduct), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
 - b. University Police or Public Safety for assisting in filing a criminal complaint and preserving physical evidence; and/or
 - c. Local law enforcement to file a criminal complaint.
2. Additionally, reports may be made to the Department of Education's Office for Civil Rights regarding an alleged violation of Title IX by visiting www2.ed.gov/about/offices/list/ocr/complaintintro.html or calling 1-800-421-3481.

G. Confidentiality

The University shall keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of sexual misconduct, any Complainant, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of Title IX, including conducting any investigation, hearing, or judicial proceeding arising thereunder. The University may be required to share information with other individuals in accordance with FERPA, Title IX, or other applicable law, including lawfully issued subpoenas in criminal, administrative, and civil matters.

H. Resources

1. The [CEO/President](#) and [CAO/Chancellors](#) shall disseminate information about University programs and resources available to assist persons who have been subjected to sexual misconduct and about agencies outside the University located throughout the state that provide related services.
2. In addition to identifying resources available to provide counseling, advocacy, and medical treatment, University sexual misconduct programs must provide instruction on the importance of preserving evidence as proof of sexual misconduct, and on the availability of protection orders and other remedies that may be afforded to persons who have been subjected to sexual misconduct.
3. A person who has or had been involved in a dating relationship, or who has or had a marital, shared residential, or familial relationship with the actor may obtain either a harassment or domestic protection order. Persons who have not been involved in a dating relationship may qualify for a harassment protection order. Violation of harassment or domestic protection orders issued by courts of this or another state or tribal courts can result in a violator's arrest and subject the violator to criminal penalties.
4. The Protection from Domestic Abuse Act makes the Nebraska Department of Health and Human Services (DHHS) responsible to provide victims of domestic abuse emergency services, support programs, limited medical help and legal assistance in obtaining a protection order.

I. Supportive Measures

The University will offer supportive measures to Complainants whether or not a Formal Complaint is filed. Supportive measures are available for both the Complainant and Respondent.

J. Administrative Leave and Emergency Removal

The University may remove a Respondent from the University's education program or activity on an emergency basis. The University may place a non-student employee Respondent on Administrative Leave or the equivalent during the pendency of the procedures. A Respondent will be presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

K. University Disciplinary Procedures

1. Investigations of allegations against students and employees will be addressed using the procedures implemented by the [CEO/President](#) and [CAO/Chancellors](#).
2. The University will follow procedures before imposing any disciplinary sanctions or other actions that are not supportive measures against Respondent for sexual harassment in violation of Title IX. Nothing in this Policy prevents the University from removing a Respondent from the University's education program or activity on an emergency basis. Nothing in this Policy prevents the University from placing a non-student employee Respondent on Administrative Leave or the equivalent.
3. University internal investigations and any disciplinary or remedial actions are independent of any civil, criminal, or external administrative investigation. The University may pursue an investigation, take appropriate remedial action and/or impose disciplinary sanctions against a member of the university community at the same time the individual is facing criminal charges for the same incident, even if the criminal prosecution is pending, has been dismissed, or the charges have been reduced.

L. Grievance Process for Formal Complaints

1. A Complainant may file, or a Title IX Coordinator may sign, a Formal Complaint against a Respondent requesting that the University investigate an allegation of sexual misconduct. Filing a Formal Complaint is the first step of a grievance process that determines whether the Respondent is responsible for violating the Policy. Unless a Formal Complaint is dismissed or resolved during one of the steps of the grievance process, the grievance process will include a preliminary review of the Formal Complaint, an investigation, a hearing, and the opportunity to challenge certain decisions through an appeal. Additionally, an informal resolution process may be available at any time prior to reaching a University determination regarding responsibility. If applicable, the University may initiate informal resolution or either party may request informal resolution.
2. If the Respondent is no longer a student, employee, or participant in any University-related program or activity at the time of the report, or if the conduct does not fall within the scope of the Policy, the Formal Complaint may be dismissed. The University will, however, help a Complainant identify reporting options outside the University and provide supportive measures.
3. A Respondent is presumed not responsible for the alleged conduct unless a determination regarding responsibility by a preponderance of the evidence is made at the conclusion of the grievance process by the decision maker(s).
4. Where a determination of responsibility for sexual misconduct has been made against the Respondent, the University must provide or give the Complainant remedies.

5. If a Respondent is found responsible for a violation, sanctions may be imposed. Institutional sanctions that may be imposed against students for sexual misconduct range from warning to expulsion. Institutional sanctions against employees range from warning to termination. Institutional sanctions against third parties range from loss of privileges to trespass exclusion orders.

M. Retaliation

No member of the University community may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by this Policy or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for Student Code of Conduct violations that do not involve sex discrimination or sexual misconduct, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of sexual misconduct, for the purpose of interfering with any right or privilege secured by this Policy, constitutes retaliation.

N. Recordkeeping

1. The University will maintain for a period of seven years records of –
 - a. Each sexual misconduct investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required by the Policy, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore or preserve equal access to the University's education program or activity;
 - b. Any appeal and the result therefrom;
 - c. Any informal resolution and the result therefrom; and
 - d. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The University will make these training materials publicly available on its website.
2. For each response to sexual misconduct when the University has actual knowledge, as defined by federal law, the University will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or Formal Complaint of sexual misconduct. In each instance, the University will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the University's education program or activity.
3. If the University does not provide a Complainant with supportive measures, then the University will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the University in the future from providing additional explanations or detailing additional measures taken.

O. Amendments

1. The Board of Regents may amend this Policy at any time, in whole or in part. There may be times when unexpected issues arise that require prompt action or that involve errors or omissions in the Policy. Examples include a change in federal, state, or local law, the

adoption of a new Campus or University policy, the repeal of an existing Campus or University policy, the discovery of a drafting error, or the failure to anticipate a particular situation or type of conduct.

2. If an unexpected issue arises, the Policy may be amended pursuant to the following procedure:
 - a. First, the Provost of the University of Nebraska System must approve the amendment.
 - b. Second, the General Counsel of the University of Nebraska System must approve the amendment.
 - c. Third, the amendment must be reported to the Board of Regents at the next regularly scheduled meeting of the Board.
3. The Provost and the General Counsel may approve an amendment only if each of them separately determines that:
 - a. the content of the amendment is appropriate and reasonably necessary and
 - b. the subject matter of the amendment either requires prompt action or involves minor changes that correct errors or omissions in a manner consistent with the purpose and scope of the Policy. An amendment takes effect when both the Provost and the General Counsel have approved the amendment. The Board has the authority to rescind any such amendment when the amendment is reported to the Board.

P. Periodic Review

This Sexual Misconduct Policy will be reviewed at least every two (2) years. The Provost will initiate this review.

Reference: BRUN, Minutes, 72, p. 36 (May 30, 2014).
BRUN, Minutes, 76, p. 28 (August 14, 2020)

RP-2.2 Senior Administrative Officers

RP-2.2.1 Installation Ceremony for the CEO/President and CAO/Chancellors

Whenever a new University CEO/President or campus CAO/Chancellor has been appointed, the University shall hold a formal installation ceremony for that individual. The general planning and execution of such installations shall be the responsibility of the University's administration with the advice and assistance of the University faculty and alumni. Such ceremonies shall be held at a time and place conducive to the attendance and involvement of faculty and students and shall be open to the general public.

Reference: BRUN, Minutes, 46, p. 322 (March 27, 1982).

RP-2.3 CEO/President of the University

RP-2.3.1 Enforcement of Compliance with Athletic Conference and NCAA Rules and Regulations

The CEO/President of the University of Nebraska System is directed, upon ascertaining that any violation of the rules and regulations of any athletic conference of which the University of Nebraska System campus is a member ("Conference"), and/or the National Collegiate Athletic Association (or any

successor to the National Collegiate Athletic Association) are directly or indirectly violated by an employee, officer, agent, or any other person under the control of the University of Nebraska System or the Board of Regents, to take appropriate disciplinary action against such individual; and the General Counsel of the University of Nebraska System is directed, upon ascertaining that any person or entity who is not an officer, employee, agent, or under the control of the Board of Regents of the University of Nebraska System has caused a violation of the rules and regulations of the applicable Conference and/or the National Collegiate Athletic Association regarding any student of the University of Nebraska System or regarding any activity of the University of Nebraska System, to forthwith commence such legal action as said General Counsel deems appropriate, which legal action may include, but not be limited to, request for damages and/or injunction and/or other relief.

Reference: BRUN, Minutes 49, pp. 141-142 (February 18, 1984), edited June 1998.
Corporation Secretary Revision, RP-2.3.1 (May 1, 2011).

RP-2.3.2 (Not Currently Used)

Reference: Corporation Secretary Revision (April 27, 2012).

RP-2.3.3 Expedited Approval of Certain Graduate Certificates

The CEO/President of the University of Nebraska System is authorized to approve certain graduate certificates under conditions described below. When the CEO/President approves such a certificate program, a report describing the action will be made to the Board of Regents at its next meeting. For certificates to be considered for expedited review and approval by the CEO/President, they must meet the following requirements:

1. The proposed certificate must be a reasonable part of an existing masters program in that it uses existing courses in the program.
2. The proposed certificate must require at least 12-15 hours of work past the bachelors degree but no more than 20 hours. A core of required or elective courses must be in the department/program offering the certificate; however, graduate students may be given an opportunity to take up to one-third on the program in optional or elective courses in collateral departments of relevant disciplines, consistent with the requirements of the existing masters program.
3. The proposed certificate must be a repackaging of existing graduate courses, requiring no additional or reallocated resources to support the program. The proposal for the certificate must demonstrate the availability of internal capacity to offer the certificate.
4. The proposal for the certificate must show evidence of demand and that the proposal is being responsive to a demonstrated need in the university or community. However, the justification need not be as elaborate as that required for a new degree program.
5. Following approval of such a new certificate program, the action must be reported to the Board of Regents at its next meeting.
- ~~6. The Nebraska Coordinating Commission for Postsecondary Education (NCCPE) will waive its need to approve such certificate programs.~~

Reference: BRUN, Minutes, 63, p. 61 (July 15, 2000).

RP-2.4 Advisory Groups

RP-2.4.1 University-wide Calendar Committee

A standing University-wide Calendar Committee made up of one faculty member and one administrator from each ~~of the campuses of the University~~[administrative unit](#), chaired by a voting member from the Office of the Executive Vice President and Provost, is hereby established and will determine the academic calendar for UNL, UNO, UNK, [NCTA](#), and the College of Nursing, College of Pharmacy, and portions of the School of Allied Health professions at UNMC. Common calendar scheduling does not apply to students with clinical responsibilities at UNMC. The Calendar Committee shall meet as required and recommend to the Executive Vice President and Provost [a calendar](#)~~s~~ for ~~the succeeding academic year~~[at least five years in advance of the current academic year](#).

1. Academic Year Calendar Guidelines

The Calendar Committee shall observe the following guidelines in determining the calendar for each academic year:

- a. The fall and spring semesters will have Monday starting dates and Saturday ending dates for classes.
- b. Each semester will have fifteen (15) class meetings on each weekday, Monday through Saturday.
- c. General registration and final examination schedules will be established by each campus of the University outside of the regular class meeting schedule.
- d. The first semester of each academic year will end prior to the Christmas vacation.
- e. The Thanksgiving vacation will be the Wednesday before and the Friday and Saturday after Thanksgiving.
- f. No more than thirty (30) calendar days, including the fall semester final examination schedule, shall elapse between the end of the classes in the fall semester and the beginning of classes in the spring semester.
- g. Spring vacation shall begin on a Sunday and end on the following Sunday, and there shall be no less than five (5) full weeks of instruction from the end of each spring vacation until the beginning of the spring semester final examination schedule.
- h. To avoid problems associated with the date for December commencement, classes in the fall semester shall have a starting date occurring between August [24th](#) and August 27.

[As appropriate the Calendar Committee, the Executive Vice President and Provost, or the CEO/President may recommend that a given academic calendar be modified to address a variety of emergency and non-emergency contingencies.](#)

Reference: BRUN, Minutes, 39, p. 180 (May 14, 1976).
BRUN, Minutes, 42, pp. 5-6 (June 17, 1978).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 62, pp. 24-25 (April 4, 1998).

RP-2.4.2 Distance Education Course Terms

Distance education [and experiential learning](#) programs may alter course terms with the approval of the campus Chief Academic Officer [and the Executive Vice President and Provost](#).

Reference: BRUN, Minutes, 66, p. 11 (March 3, 2006)

RP-2.5 The CAO/Chancellors-Vice Presidents

RP-2.5.1 Policy on Abortions

It is the policy of the Board of Regents to favor natural childbirth over non-therapeutic abortions in the educational and research programs of the University of Nebraska Medical Center, and in keeping with this policy the performance of non-therapeutic abortions at the University of Nebraska Medical Center and all educational and research programs relating thereto shall be discontinued immediately.

The CAO/Chancellor of the University of Nebraska Medical Center is hereby authorized and directed to forthwith promulgate written procedures and regulations in keeping with the requirements of the Constitution of the United States and the Constitution and laws of the State of Nebraska which will implement the above-stated policy and directive by the Board.

Reference: BRUN, Minutes, 43, p. 286 (October 12, 1979).
Reaffirmed BRUN, Minutes, 54, p. 252 (October 6, 1989).

RP-2.6 The Colleges

RP-2.6.1 Naming and Renaming of Academic Organizational Units

1. Purpose. The purpose of this policy is to establish the authority and regulations for naming and renaming the various academic organizational units at the University of Nebraska System such as a College, Program, Department, Center, Institute or School.
2. Definitions
 - a. "Identification" means the name or title used to designate a particular academic organizational unit for the purpose of specifically identifying it to members of the University community and to the general public.
 - b. "Generic Name" when used in conjunction with Identification means the name that may be given which is based solely upon the identifier pertinent to the same without a modifier designating a particular person, family or organization. Examples of Generic Names are: "College of Architecture, College of Arts and Sciences, College of Journalism, School of Public Administration or School of Communication".
3. Authority
 - a. The assignment of a Generic Name shall be approved by the CAO/Chancellor responsible for the unit and the CEO/President. Such naming shall be reported to the Board of Regents.
 - b. Identification using the name of or in honor of an individual, a family, or an organization shall be approved by the cognizant CAO/Chancellor, the CEO/President and the Board of Regents.
4. Criteria
 - a. Identification using the name of or in honor of individuals, families, or entities is permitted upon meeting one or more of the following criteria:

- 1) Extraordinary service to the University as a faculty member, staff member, or University officer;
 - 2) Alumni who have provided extraordinary service to the University;
 - 3) Distinguished persons who have provided extraordinary service to the University or who otherwise merit special recognition;
 - 4) Donors who have made a significant financial contribution to the University generally, to a campus, to a college or major unit, or to a related program; and/or
 - 5) Donors who have made a significant financial contribution toward the related maintenance and operating costs of the unit or related activity of the University of Nebraska System.
- b. Except for Identification in honor of individuals designated by donors qualifying under subsections a.4) and/or a.5) of this Section 4, units shall not be named for individuals currently employed by the University or the State of Nebraska or elected officials. Unless expressly waived by the Board of Regents, a unit shall not be named for an individual not otherwise qualifying under the exceptions in subsections a.4) and/or a.5) earlier than five years following the departure, death, or retirement of the person from the University or the State or the end of an elected official's service in office.
- c. Except for Generic Naming, the cognizant CAO/Chancellor shall conduct an appropriate due diligence review of each Identification proposal to carefully consider the overall benefit of such naming to the University, whether the name is and will continue to be a positive reflection on the institution and will not detract from the University's reputation as a public institution of higher education and whether the name comports with the purpose and mission of the University. Such due diligence shall include the following:
- 1) Review of any potential conflict of interest issues affecting the University;
 - 2) Review of potential impact upon the academic or research autonomy of the University;
 - 3) Evaluation of the impact on future giving by the donor or others;
 - 4) Consultation with the General Counsel to ensure compliance with applicable policies, laws and regulations; and
 - 5) Consultation as necessary with the University's bond counsel to determine if a proposed naming would adversely affect existing or future tax-exempt bonds.
- d. In order to avoid any appearance of commercial influence or conflict of interest, additional due diligence shall be undertaken before recommending the naming of any unit to include the name of a commercial enterprise. Identification is to include the name of a commercial enterprise only if the proposed name (i) is appropriate in the educational and public setting of the University, (ii) will not detract from the University's reputation as a public institution of higher education, and (iii) will not result in impermissible commercial endorsement or advertising benefitting the commercial enterprise.
5. Procedures
- a. No commitment for naming shall be made prior to approval of the proposed name in accordance with this policy.

- b. Wherever a naming proposal may originate, it shall at the earliest appropriate date be submitted to the CAO/Chancellor, from the CAO/Chancellor to the CEO/President, and from the CEO/President to the Board of Regents in those instances where action by the Board is required.
 - c. Each CAO/Chancellor shall establish campus policies and procedures consistent with this policy. The Executive Vice President and Provost shall establish University-wide procedures for implementing this policy and for assuring compatibility of campus policies and procedures with this policy.
6. Duration of Names and Name Changes
- a. Identification in honor of an individual or individuals, family or non-commercial entity is generally expected not to exceed 25 years to be determined on a case-by-case basis and included in a signed gift agreement associated with the naming where applicable. Typically the duration of a commercial enterprise name should not exceed twenty-five (25) years. Once established, a commercial enterprise name assigned to a unit shall normally remain the same notwithstanding future changes in the commercial enterprise name; provided, however, in the event of a name change in the commercial enterprise, the Board of Regents in the exercise of its sole discretion may elect to remove the established commercial enterprise name from the unit, if such action is determined to be in the best interest of the University.
 - b. If a unit is replaced or substantially modified, it may be renamed, subject to any terms, conditions or restrictions set forth in any gift agreement related to the prior naming action.
 - c. If there is a change in the function of a unit that has a Generic Name, the Generic Name may be changed in accordance with the requirements of subsection a. of Section 3 of this policy.
 - d. If there is a change in the function of a unit that has been named in accordance with Section 4(a)(4) or 4(a)(5) above, such naming will either remain with the existing unit or a comparable substitute naming will be adopted, subject to any terms, conditions or restrictions set forth in any gift agreement related to the prior naming action.
 - e. The Board of Regents in the exercise of its sole discretion may elect to remove any established Identification, if such action is determined to be in the best interest of the University for reasons such as (i) the protection of the reputation and stature of the University as a public institution of higher education, (ii) failure to fulfill agreed upon obligations associated with the naming, or (iii) other changes in circumstances. Before taking any such action the General Counsel shall be consulted in regard to any legal obligations the University may have under any pre-existing Agreement related to naming or in regard to any other matter that may have legal bearing upon a proposed change in name.
7. Prior Procedures and Names
- Names in existence at the time of the adoption of this policy shall remain in effect, subject to future renaming consistent with this policy and subject to restrictions in any gift agreements related to the prior naming action.

Reference: BRUN, Minutes, 68, pp. 63 (December 11, 2009).

RP-2.7 Other University Activities

RP-2.7.1 Coordination of Outreach Activities

1. Every effort must be made to ensure coordination among the campuses to extend resources to the citizenry of Nebraska. Intercampus coordination should provide the University with a unique opportunity for maximizing its resources by avoiding undue competition and duplication and matching resources with needs. Further, continuous interaction will minimize misunderstandings about the role and scope of the participating campuses. SinceAs the Cooperative Extension Service within the Institute of Agriculture and Natural Resources already exhibits a well-organized statewide administrative structure, its programs ~~and/or infrastructure should be considered as mechanisms are not included within the purview of these recommendations to efficiently deliver high-quality outreach, clinical and other educational programs to Nebraskans.~~

2. The campus deans or directors of extension, the Institute of Agriculture and Natural Resources (IANR) Vice Chancellor, and designees named by each Chancellor/CAO will constitute an administrative outreach coordinating council to be chaired by a representative from the Office of the Executive Vice President and Provost. This council shall formulate and recommend continuing education ~~and, extension, and outreach policies policy~~ of a general and intercampus nature. This council should give consideration to the formation of an intercampus advisory committee drawn from faculty from the campuses. In addition, it may be advisable to explore the creation of a small statewide citizen's advisory committee to give guidance and assistance in the planning of extension and outreach activities.

3. Every effort must be made to protect and advance the sense of purpose, participation, identity, and pride on the part of departments, schools, colleges, and campuses in the design and maintenance of quality outreach and extension programs. In order to provide a campus-wide overview, it is of utmost importance that the delivery of all outreach programs be collaboratively coordinated to ensure through the extension, outreach, or continuing education office on each campus. Therefore, no department, school, or college may operate its own outreach delivery system without the approval of the appropriate **campus** chancellor and then only within approved University-wide continuing education and extension policies.

4. ~~It is important for the University to strengthen existing regional continuing education centers and to establish additional centers wherever the need exists and resources permit. These centers are to be a point of access to the University of Nebraska for those who cannot register on one of the University's campuses. Through these centers, all University educational and cultural events will be coordinated for that region, with the exception of cooperative extension programs. These centers will work in close cooperation with local schools, community colleges, independent colleges, state colleges, and all other groups interested in programs and activities to which the University can contribute its unique resources. These centers will report administratively to the Chancellor of the University of Nebraska-Lincoln, except for any centers established in Douglas and Sarpy Counties, which will report administratively to the Chancellor of the University of Nebraska at Omaha. Based upon expressed community demand and availability of University resources, the outreach coordinating council, in conjunction with the appropriate campus unit, will determine the programmatic offerings at the centers.~~

~~The centers are to be service organizations that aid the campuses in accomplishing their programmatic missions in the most efficient manner possible and shall lend their services and resources to aid all campuses in extending their programs off campus.~~

Reference: BRUN, Minutes, 40, pp. 30-31 (December 11, 1976).

RP-2.7.2 University of Nebraska Press

The University of Nebraska Press is operated as an educational agency of the University of Nebraska. Its purpose is to publish works of merit without regard to the point of view of the author. Views expressed in any publication issued by the Press are, therefore, not necessarily those of the Board of Regents or the faculty of the University.

The printing of books, sponsored by the University Press, in the University-operated printing department is approved providing such work does not interfere with the regular University job printing requirements.

Reference: BRUN, Minutes, 16, p. 297 (November 11, 1944).
BRUN, Minutes, 19, p. 36 (February 26, 1949).

RP-2.7.3 UNL University Health Center Boards

A Boards is established for the each campus' University Health Center on the UNL whenever they are operated in conjunction with Nebraska Medicine-. Such boards have the following responsibilitiescampus with the following responsibilities:

1. To serve as an advisor for the Nebraska Medicine leadership.
2. To advise the UNL-applicable CAO/Chancellor and the UNL Vice Chancellor for Student Affairs as well as the UNMC CAO/Chancellor and Nebraska Medicine leadership regarding:
 - a. long-range planning and general administration of the University Health Center with the goal of assuring that the health needs of the UNL-campus community are met effectively and efficiently;
 - b. executive oversight of the quality and service programs and processes of the University Health Center; and
 - c. the University Health Center's annual operating budget.

The board shall be comprised of the Vice Chancellor for Student Affairs of UNL, the Medical Director of the University Health Center, the Chairperson of the Student Advisory Board of the University Health Center, a UNL-campus faculty member appointed by the UNL-CAO/Chancellor for a two-year term, a UNL student appointed by the UNL-campus CAO/Chancellor for a one-year term, and two members of the Nebraska Medicine leadership appointed by the UNMC CAO/Chancellor, each for a two-year term.

Reference: BRUN, Minutes, 46, p. 180 (October 9, 1981).
BRUN, Minutes, 55, p. 11 (November 10, 1989).
BRUN, Minutes, 73, pp. 49-50 (October 9, 2015).

RP-2.7.4 National Strategic Research Institute

The Board of Regents approved the creation of the National Strategic Research Institute (NSRI) as a non-profit 501(c)(3) supporting organization of the University to provide a single University Affiliated Research Center (UARC) resource with specific areas of core competency as established by the Board of Regents.

Members of the full-time permanent faculty and other full-time employees of the University may be employed with NSRI Consulting Appointments as approved by the cognizant administrative officer. Such appointments shall be for a stated term not to exceed three years and shall carry no presumption of renewal. NSRI Consulting Appointments are funded in whole or in part by funds from a specific source external to the University, and when such funds are reduced or discontinued, then the NSRI Consulting Appointment may be terminated by the University or NSRI by giving the appointee at least 90 days written notice of the date of termination. University employees with designated NSRI Consulting Appointments shall continue to be considered as full-time employees of the University for purposes of benefits eligibility, contributions, length of service, faculty standing, and related determinations. NSRI is an ancillary organization to the University, and its employees are eligible for participation in the University Group Insurance Plan pursuant to Regents Policy 3.2.3. NSRI is responsible for the operation, administration and management of a University Affiliated Research Center (UARC) resource to respond to USSTRATCOM and other Department of Defense (DoD) sponsor requirements with specific tasks in

areas of core competency established by the Board of Regents. The following policies shall apply to University employees engaged in research through NSRI.

1. The employee shall assign to NSRI any right, title, and interest he/she may have in any invention, discovery, improvement, or other intellectual property which (i) the employee develops solely as a direct result of performing consulting services for NSRI and (ii) is not generated in the course of the employee's activities as a University faculty member and is not owned by the University or assignable to the University. Any intellectual property assignable to NSRI pursuant to the preceding sentence is hereinafter referred to as "NSRI Intellectual Property." Upon the request of NSRI, the employee shall execute such further assignments, documents, and other instruments as may be necessary to assign NSRI Intellectual Property to NSRI and to assist NSRI in applying for, obtaining and enforcing patents or other rights in the United States and in any foreign country with respect to any NSRI Intellectual Property. NSRI will bear the cost of preparation of all patent or other applications and assignments, and the cost of obtaining and enforcing all patents and other rights to NSRI Intellectual Property. The employee shall report inventions in a timely manner and in accordance with all mandatory policies and procedures. NSRI is not a patent prosecution or tech transfer entity, and should the circumstances permit in the reasonable discretion of NSRI, patent prosecution for NSRI Intellectual Property will be reassigned to the University and subject to the University's intellectual property bylaws and policies, including distributions to the inventor(s) provided by Regents Policy 4.4.2 and campus policies of the consultant's respective department and administrative unit at each campus of the University.
2. The employee will abide by and strictly comply with terms and conditions for security/export [control](#) administration and quality assurance, including providing work in progress and research data upon termination or as otherwise required.
3. In order to allow for required security and policy review to ensure compliance with established DoD policies for the public release of information, the employee shall agree not less than 30 days [\(or longer if so required by the relevant federal agency\)](#) prior to submission for publication or presentation (including any abstracts, poster boards, articles, etc.) to complete pre-submission paperwork for government review and include the appropriate disclaimers on any approved publication. [Work funded by NSRI may require a publication or dissemination prohibition of some or all of the resulting work product\(s\).](#)

Reference: BRUN, Minutes 71, p. 61 (March 15, 2013).

RP-2.8 Provisions for Student Government

RP-2.8.1 Eligibility to Hold Office

1. In order to be eligible to be a candidate for or to serve in an office of student government, a student must:
 - a. be officially registered as a student in good standing (minimum 2.0 cumulative GPA and not on academic or disciplinary probation as determined by each major administrative unit) during the academic term while running for and/or holding office.
2. In order to be eligible to be a candidate for or to serve in the position of President of student government or the next office in succession on a given campus, a student must additionally:
 - a. be continuously enrolled in at least six class credit hours on that campus (excluding thesis, correspondence and independent study courses, and summer session credits); upon written verification by the Dean for Graduate Studies that a graduate student is devoting full-time effort to thesis or dissertation-related research and is to be considered a full-time student, a graduate student may register for fewer than six class credits and still maintain eligibility for office;

- b. have completed 24 semester hours of credit on that campus during two years prior to the academic term in which the office is sought or held provided, however, that UNMC students shall be required to have completed 24 semester hours of credit at any accredited postsecondary institution within the last two years prior to the academic term in which the office is sought or held;
- c. be elected by a majority vote of the students voting in the election or be elected by a margin over the next higher candidate of at least ten percent of the total votes cast for eligible candidates; and
- d. not be convicted of a felony, unless all civil rights have been restored by the date set for filing for candidacy in Student Government elections.

These requirements are applicable to all elections held and/or appointments made.

Reference: BRUN, Minutes, 41, pp. 190-191 (March 18, 1978).
Amended, 46, p. 170 (October 9, 1981).
Amended, 50, p. 239 (February 16, 1985).
Amended, 63, p. 17 (February 26, 2000).
Amended, 64, p. 21 (April 6, 2002).

Chapter 3. Terms and Conditions of Employment

RP-3.1 Equal Opportunity

RP-3.1.1 Nondiscrimination on the Basis of Individual Characteristics: Employees

Employees ~~on each campus of all of the~~ University of Nebraska System administrative units shall be employed and equitably treated in regard to the terms and conditions of their employment without regard to individual characteristics other than qualifications for employment, quality of performance of duties, and conduct in regard to their employment in accord with University policies and rules and applicable law.

NOTE: The portion of this policy pertaining to students is at RP-5.1.1

Reference: BRUN, Minutes, 54, p. 145 (May 12, 1989).

RP-3.1.2 Accessibility and Compliance with the Disability Accommodation Laws

Policy Statement

Accessibility is an integral component of its academic mission, and the University of Nebraska System places a high priority on seeking to ensure that all disabled members of its community (including students, employees, and visitors) have equal access to its facilities, information and communication technologies, programs, services, sponsored activities, and educational and employment opportunities.

The University is committed to complying with all federal and state laws addressing accessibility and accommodations for disabled individuals within an academic or workplace setting, including the Americans with Disabilities Act of 1990 (ADA), as amended, Sections 504 and 508 of the Rehabilitation Act of 1973, and the Nebraska Fair Employment Practice Act. In accordance with those laws, the University provides reasonable accommodations to qualified individuals with disabilities so that they may have equal access to and equal opportunity to fully participate in the University's various services, programs, and activities. Accommodations are deemed reasonable only if they are not unduly burdensome or create an undue hardship to the University and do not fundamentally alter the nature of the underlying service, program, or activity.

University Requirements

1. Policies and Procedures – The University shall develop and implement policies and procedures to ensure compliance with this Board Policy and with all applicable federal and state disability accommodation laws, including without limitation the development and implementation of an information and communication technology accessibility policy.
2. Responsibility for Compliance – The University shall designate one or more ADA Coordinators to be responsible for implementing, and for ensuring and enforcing compliance with, this Board Policy and all resultant institutional policies and procedures throughout the University System and its various campuses, colleges, schools, departments, and other units.
3. Training – The University shall provide training to its employees on accessibility policies and procedures.

Reference: BRUN, Minutes, 58, p. 12 (February 13, 1993).
BRUN, Minutes, 76, p. 321 (October 4, 2024).

RP-3.1.3 Equal Opportunity in Employment

Scope

This policy applies to equal opportunity in employment at the University of Nebraska System, and vendors and contractors with whom the University engages. Equal employment opportunity requirements apply to recruitment, hiring, promotion, job assignments, demotion, transfer, discharge, pay, fringe benefits, job training, classification, referral, working conditions, and other aspects of employment.

Purpose

This policy establishes the expectations, consistent with the law, for providing equal employment opportunities within the University of Nebraska System.

Policy Statement

The University of Nebraska System is an Equal Opportunity Employer. It is the policy of the University of Nebraska System to adopt and support measures designed to prevent and eliminate discrimination against employees and prospective employees of the University of Nebraska System based on race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. The University of Nebraska System does not condone or tolerate discrimination.

In support of this policy and in accordance with State and Federal law, the University of Nebraska System is committed to the implementation of employment programs to recruit, employ, and promote qualified individuals as defined in state and federal law. This commitment is pursued in a manner consistent with State and Federal Law, which prohibits discrimination against, or grants of preferential treatment to, any individual or group in the operation of public employment, public education, or public contracting.

1. The University shall periodically examine all employment policies, practices, and procedures dealing with recruiting, interviewing, testing, screening, selection, placement, classification, evaluation, transfer, promotion, training, compensation, fringe benefits, layoffs, and terminations to determine whether such actions show evidence of discrimination. The University shall take remedial action to correct discrimination if it is found to exist.
2. The University shall establish and publish effective grievance procedures for addressing discrimination complaints.
3. Consistent with the law and best practice, the University shall disseminate equal employment opportunity policies to the university community so that everyone is apprised of the University of Nebraska System's commitment to and responsibility for ensuring equal opportunity in employment.

Oversight, Roles, and Responsibilities

The CEO/President and CAO/Chancellors shall be responsible for establishing and maintaining institutional efforts to promote equal opportunities in employment and for developing programs as required by law and this policy.

Reference: BRUN, Minutes, 44, p. 107 (February 16, 1980).
BRUN, Minutes, 77, p. 23 (April 11, 2025).

RP-3.2 Compensation for Services Rendered

RP-3.2.1 Retirement Plan and Options (Repealed)

University of Nebraska [System](#) Retirement Plan and Options, adopted September 23, 1961, BRUN Minutes, 24, p. 259, is repealed.

Reference: BRUN, Minutes, 24, p. 259 (September 23, 1961).
See also, Bylaws BRUN (1973+), s. 3.12.5.10.
BRUN, Minutes, 34, p. 126 (March 11, 1972).
BRUN, Minutes, 55, p. 145 (June 23, 1990).
BRUN, Minutes, 68, pp. 6-8 (January 23, 2009).

RP-3.2.2 Deferred Compensation

If the employee so specifies, authorization is granted by the Board for deferred employee compensation, and approval is given for the University to create a separate account with TIAA-CREF and/or Fidelity Investments for that compensation which is deferred at the employee's option over and above that matched by the University.

Reference: BRUN, Minutes, 39, p. 85 (March 13, 1976).
BRUN, Minutes, 51, p. 215 (April 19, 1986).
BRUN, Minutes, 72, p. 59 (July 18, 2014).

RP-3.2.3 Ancillary Groups or Organizations: Group Insurance Plan

The following designated persons representing groups or organizations ancillary to the University are eligible for participation in the University Group Insurance Plan. No University of Nebraska [System](#) contribution to any such person's premium cost will be made, and each ancillary group or organization or its individual members will arrange for payment of premiums with the appropriate University benefits manager. The designated persons authorized for participation are members and former members of the Board of Regents, employees of the University of Nebraska Alumni Associations, University Technology Development Corporation, NUTech Ventures, UNeMed Corporation, Peter Kiewit Technology Development Corporation, and the National Strategic Research Institute.

Reference: BRUN, Minutes, 36, p. 227 (December 6, 1973).
BRUN, Minutes, 38, p. 51 (March 22, 1975).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 56, p. 191 (November 15, 1991).
BRUN, Minutes, 63, p. 181 (October 19, 2001).
BRUN, Minutes, 71, p. 61 (March 15, 2013).
RUN, Minutes, 71, p. 87 (November 14, 2013).

RP-3.2.4 Health Care Benefits for Federal Appointments

Academic-administrative and managerial-professional employees, working in Cooperative Extension, who currently have a federal civil service appointment, are eligible to participate in the federal employees' health benefits program. The University participates in the premium costs of this program using general current funds.

While civil service appointments are no longer being offered to new Cooperative Extension employees, persons currently holding federal civil service appointments and transferring into the Cooperative Extension program may continue to hold their civil service appointments and participate in the federal employees' health benefits program.

Reference: BRUN, Minutes, 36, p. 198 (October 12, 1973).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-3.2.5 Incentive Programs

1. Legal Authority

- a. Article VII, Section 10, of the Constitution of the State of Nebraska and Neb. Rev. Stat., § 85-106 relating to the power of the Board of Regents to fix compensation of University employees.
- b. Section 3. of the Bylaws of the Board of Regents relating to compensation paid to members of the professional staff.

2. Purpose

The purpose of this policy is to encourage the development of new ideas and initiatives by faculty and staff that result in enhancing the economy and efficiency of University programs. The savings or additional revenues resulting from such efforts will be used to (a) enhance and improve the quality of operations and academic programs and (b) reinvest in the unit responsible for achieving savings or additional revenue.

3. Establishment of Incentive Programs

Each ~~campus and the Central Administration~~ University of Nebraska System administrative unit may develop and present to the Board of Regents for consideration and approval an incentive program providing for the payment of monetary rewards to individuals and organizational units responsible for development of extraordinary initiatives or ideas that result in savings or additional revenue to the University. Each such program should establish a procedure which will ~~insure~~ ensure that each monetary reward reflects the value and significance of the savings or additional revenue generated. Any monetary reward pursuant to an incentive program shall be made at the sole discretion of the University on a one- time basis.

4. Reports

Any incentive of \$10,000 or more to an individual employee should be reported to the Board of Regents at the next available Board Meeting. If no incentives are provided, no report is required.

Reference: BRUN, Minutes, 52, pp. 117 (January 17, 1987).
BRUN, Minutes, 76, p. 321 (October 4, 2024).

RP-3.2.6 Employee and Dependent Scholarship Programs

RP-3.2.6.1 Employee and Dependent Scholarships: Undergraduate Credit

A. Employee Undergraduate Scholarship Program

Pursuant to Section 3.7 of the Bylaws of the Board of Regents of the University of Nebraska System, the following regulations shall apply to the Employee Undergraduate Scholarship Program:

1. Eligibility for Employee Undergraduate Scholarship Program

- a. All ~~full-time (1.00 F.T.E.)~~ employees of .51 (F.T.E.) or more of the University are eligible to apply.

- b. All retired employees of the University who have met the normal retirement regulations are eligible to apply.
- c. Employees must be admitted students of the University and must have met all normal academic requirements for the courses taken.
- d. The Employee Undergraduate Scholarship Program is not available to employees on leave of absence without pay.
- e. The Employee Undergraduate Scholarship Program is not available to employees whose anticipated employment period is less than six months.
- f. The Employee Undergraduate Scholarship Program is not available to employees who are Participants in the Employee Graduate Scholarship Program. However, in further explanation, any annual Employee Graduate Scholarship Program credit hour benefit not fully used by the employee Participant shall be available for the transfer to an Eligible Beneficiary under the Dependent Undergraduate Scholarship Program.

2. Terms and Conditions

- a. The granting of Employee Undergraduate Scholarships is subject to openings in the specific classes in which the employee intends to enroll. If the reduction or withdrawal of this privilege is necessitated by the lack of funds, such reduction or withdrawal shall apply to all classes of employees on a University-wide basis, and timely notice of this action shall be provided to all employees.
- b. The benefits set forth in this RP 3.2.6.1 apply only to undergraduate academic credit courses being offered at any unit of the University of Nebraska System. These courses may be taken for credit or audit.
- c. The Employee Undergraduate Scholarship Program shall provide tuition equal to the University's resident tuition charge per semester credit hour.
- d. Employees whose applications have been approved shall pay all normal admission and matriculation fees, including lab fees and course fees, but not University Program and Facilities Fees. Employees shall also pay all usual course-related costs such as books and supplies.
- e. The program is limited for full-time (1.00 F.T.E.) to no more than fifteen (15) credit hours and for part-time (0.51 FTE up to 0.99 FTE) employees to no more than six (6) credit hours in any 12-month period (August through July) and is normally restricted to no more than six (6) credit hours per semester for full-time (1.00 F.T.E.) and three (3) credit hours per semester for part-time (0.51 F.T.E through 0.99 F.T.E.).
- f. Employees eligible for scholarship plans through other programs are expected to avail themselves of these programs prior to applying for the Employee Undergraduate Scholarship Program. If the employee's costs are not entirely covered by the other programs, the Employee Undergraduate Scholarship Program shall allow for the difference up to the maximum established herein.
- g. Employees will be billed for their tuition if they resign from University employment and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.
- h. If any Employee receives funds from one or more University or University of Nebraska Foundation sources, which funds are used to pay for any educational expenses related to

the courses taken under this program, such funds will be treated as outside the scope of this program, and the University will treat such additional benefit as additional wage income to the Employee in the year received.

3. Class Attendance

- a. Normally, employees taking advantage of the Employee Undergraduate Scholarship Program will enroll in classes held during nonworking hours.
- b. If the course(s) is (are) not scheduled during nonworking hours, the Employee's hours may be rearranged, with the appropriate approvals, to accommodate enrollment.

B. Dependent Undergraduate Scholarship Program

Employees who meet the Employee Undergraduate Scholarship Program employment eligibility conditions may elect to transfer all or part of their employee scholarship benefit to (1) the employee's spouse; (2) one or more dependent children of the employee and/or the employee's spouse; (3) the employee's Adult Designee; or (4) one or more dependent children of such Adult Designee. (Hereinafter, these persons will be referred to collectively as "Eligible Beneficiaries").

1. Definitions

The following definitions shall apply to the Dependent Scholarship Program:

- a. Spouse shall be an employee's husband or wife, as recognized by the State of Nebraska.
- b. An individual shall qualify as an Adult Designee if all of the following criteria are met:
 - i. The individual is not the spouse of the employee;
 - ii. The individual has resided in the same domicile with the employee for at least the past consecutive twelve (12) months and intends to remain so indefinitely;
 - iii. The individual is at least nineteen (19) years of age;
 - iv. The individual is directly dependent upon, or interdependent with, the employee sharing a common financial obligation. Acceptable documentation shall include:
 - A. Any Internal Revenue Service form listing the Adult Designee as a dependent, or
 - B. Any three (3) of the following four (4) documents:
 - (1) A joint loan obligation, mortgage, or lease, or joint ownership of a vehicle;
 - (2) An employee life insurance policy, retirement benefits account, or will designating the Adult Designee as beneficiary thereto, or will of the employee or the Adult Designee which designates the other as executor;
 - (3) A mutually granted power of attorney for purposes of healthcare or financial management; or

- (4) Proof of a joint bank or credit account showing the employee or Adult Designee is authorized to sign for purposes of the other's bank or credit account.
- v. The employee signs and files with human resources a sworn statement with attached documentation listed in subsection iv.A or iv.B of this subsection, which statement attests to the authenticity and truthfulness of the documents and the veracity of statements that the Adult Designee is nineteen (19) years of age or older and financially dependent or interdependent with the employee;
- vi. The employee has not withdrawn the sworn statement set forth in subsection B.v.
- vii. The individual is not:
 - A. A person hired or directly supervised by the employee in an employment setting;
 - B. A person the employee may transfer, suspend, lay off, recall, promote discharge, assign reward, or discipline as an employee;
 - C. A person for whom the employee has the responsibility to direct or adjust grievances, or effectively recommend any such action, if the exercise of such authority is not merely of a routine or clerical nature but requires the use of independent judgment;
 - D. A person related to either the employee or the employee's spouse as follows:
 - (1) Parents.
 - (2) Parents' collateral descendants (siblings, nieces, nephews).
 - (3) Grandparents and their descendants (aunts, uncles, cousins).
 - (4) Renters, boarders, tenants, employees.
 - (5) Children (Children of employees or Adult Designees may qualify for Dependent Scholarship Program benefits as dependent children, but not as Adult Designees).
- c. Dependent child shall mean any naturally born child, legally adopted child, stepchild, or ward of an employee or Adult Designee who (i) is unmarried and under twenty-four (24) years of age, and (ii) is chiefly dependent on the employee or the Adult Designee for support (claimed as a dependent for tax purposes).

2. Eligibility for Dependent Scholarship Program

- a. All ~~regular full-time (1.00 F.T.E.)~~ employees of the University who meet the employment eligibility requirements of the Employee Undergraduate Scholarship Program may transfer up to a total of fifteen (15) credit hours for full-time and six (6) credit hours for part-time (.51 F.T.E. to .99 F.T.E.) per year (August through July) to one or more Eligible Beneficiaries. Such transfer shall be at tuition rates equal to the University's resident tuition charge per semester credit hour at the campus of attendance.
- b. The Dependent Scholarship Program is only available to an Eligible Beneficiary who is an admitted student of a University of Nebraska System campus and who has met all the

normal academic requirements of the course(s) taken. Full-time student enrollment status is required for a dependent child to be eligible, but not for a spouse or Adult Designee. An affidavit will be required to document the status of dependent children. The University reserves the right to request copies of tax returns or other supporting documentation.

- c. All retired employees of the University who have met the normal retirement regulations may apply the Dependent Scholarship Program to one or more Eligible Beneficiaries.

3. Terms and Conditions

- a. The Dependent Scholarship Program will be limited to undergraduate academic credit courses at any campus of the University of Nebraska [System](#).
- b. The Dependent Scholarship Program shall provide tuition equal to the University's resident tuition charge per semester credit hour at the campus of attendance, subject to the limitations listed in subsection (e) below.
- c. Eligible Beneficiaries whose applications have been approved shall pay all normal admission and matriculation fees including lab fees, course fees, UPFF fees, and all usual course-related costs such as books and supplies.
- d. The maximum number of credit hours that may be transferred by an employee to one or more Eligible Beneficiaries will be the equivalent of fifteen (15) semester credit hours [for full-time employees \(1.0 F.T.E.\) and six \(6\) semester credit hours for part-time employees \(.51 to .99 F.T.E.\)](#) in any 12-month period (August through July) and is restricted to no more than nine (9) hours [for full-time or six \(6\) hours for part-time](#) per semester.
- e. Eligible Beneficiaries who are eligible for scholarship plans through other programs are expected to avail themselves of these programs prior to applying for the Dependent Scholarship Program. If the Eligible Beneficiary's tuition costs are not entirely covered by the other programs, the Dependent Scholarship Program shall allow for the difference up to the maximum established herein.
- f. Employees will be billed for an Eligible Beneficiary's tuition if they resign from University employment and the effective date of the resignation occurs during the first thirty (30) days after classes have commenced.
- g. Employees may incur income tax on the value of the Dependent Undergraduate Scholarship Benefit awarded, especially in cases where the benefit is transferred to an individual not considered a dependent of the employee for income tax reporting purposes. Employees may wish to seek tax advice prior to receiving the benefit described in this program.

RP-3.2.6.2 Employee Scholarships for Graduate Credit

1. Establishment and Purpose of Plan

- a. The University of Nebraska [System](#) (the "University") hereby establishes this Plan for the purpose of providing tax benefits related to the furnishing of educational assistance to eligible employees.
- b. It is the intention of the University that the educational assistance provided under the Plan be eligible for exclusion from a Participant's gross income to the maximum extent possible under Section 127(a) of Code and under any applicable provisions of the Nebraska state tax laws. The University presently provides, and will continue to provide, to its employees a variety of other benefits, some of which may qualify for exclusion from

gross income under provisions other than section 127 of the Code. The educational assistance offered under this Plan is provided in addition to such other benefits, which shall not constitute a part of this Plan.

2. Definitions for Purposes of RP-3.2.6.2

- a. "Benefits" means the payment, reimbursement, or waiver of tuition costs. Participants whose applications have been approved for this Plan shall pay all normal admission and matriculation fees, including lab fees and course fees, but not University Program and Facilities Fees, which shall be waived. Employees shall also pay all usual course-related costs such as books and supplies and equipment. In addition, Benefits do not include the payment, reimbursement, or waiver of costs related to tools or supplies which may be retained by the Participant after completion of an Educational Course, or meals, lodging, or transportation incidental to taking an Educational Course.
- b. "Code" means the Internal Revenue Code of 1986, as amended.
- c. "Educational Course" means any University graduate level course of a kind normally taken by an individual pursuing a program leading to a law, business, medical, or other advanced academic or professional degree. Educational Courses do not include either (a) undergraduate courses, or (b) courses that instruct the Participant in any sport, game, or hobby, unless such courses are required as part of a graduate degree program.
- d. "Employer" means the University of Nebraska System.
- e. "Participant" means full-time (1.00 F.T.E) employees, and retired employees of the Employer who have met the normal retirement regulations. Employees (a) who are on a leave of absence without pay, (b) whose anticipated employment period is less than six months, or (c) who are participating in the Employee Undergraduate Scholarship Program, do not qualify as Participants.
- f. "Plan" means the University of Nebraska Section 127 Educational Assistance Plan, as set forth in this RP-3.2.6.2.
- g. "Plan Administrator" means the University's Senior Vice President for Business and Finance and Chief Financial Officer (hereinafter "Senior Vice President for Business and Finance and CFO"), or such successor position, and those individuals employed by the University to whom the Senior Vice President for Business and Finance and CFO has delegated authority for the administration of the Plan.
- h. "Plan Year" means the 12-month period commencing January 1 and ending on December 31.

3. Eligibility

- a. Every Participant is eligible to receive Benefits under the Plan, subject to the limitations set forth in Section 4. below.
- b. A Participant shall cease to be eligible to receive Benefits on the date that the person is no longer a Participant. If, however, such person is receiving Benefits at the time that the person becomes ineligible, he or she will remain eligible for Benefits under the Plan until the end of the semester or other academic term in which eligibility terminates.

4. Limitations on Benefits

- a. If any Participant receives during a Plan Year funds from one or more University or University of Nebraska Foundation sources, which funds are used to pay for any educational expenses related to the Educational Courses taken under this Plan, such funds will be treated as outside the scope of this Plan, and the University will treat such funds as additional wage income to the Participant in the Plan Year received.
- b. In no event shall a Participant be entitled to receive any Benefits under this Plan in lieu of cash or any other taxable compensation that he or she might otherwise be entitled to receive from the Employer.
- c. In any Plan Year during which a person is a Participant in the Plan, the Participant shall be eligible to receive Benefits under the Plan valued at no more than \$5,250 (or such greater or lesser amount as may be subsequently permitted under section 127 of the Code).
- d. The Plan is intended not to discriminate in favor of highly compensated employees (as defined in section 414(q)) of the Code) as to eligibility to either participate in the Plan or receive Benefit distributions from the Plan, and the Plan will in all respects comply with the requirements of sections 127(b)(2) and (3) of the Code and the underlying Treasury regulations. If, in the judgment of the Plan Administrator, the operation of the Plan in any calendar year would result in such discrimination, the Plan Administrator shall select and exclude from participation in the Plan such Participants as shall be necessary to ensure that, in the judgment of the Plan Administrator, the Plan does not discriminate.
- e. If any Benefits under this Plan become taxable to the Participant for any reason, including a result of nondiscrimination tests or payment of Benefits in excess of statutory limits, any employment tax withholding owed with respect to the taxable portion of any Benefits shall be deducted from the Participant's other compensation in the same calendar year in which the Benefits are provided.
- f. The Benefits provided hereunder are subject to openings in the specific classes in which the Participant intends to enroll. If the reduction or withdrawal of this privilege is necessitated by a lack of funds, such reduction or withdrawal shall apply to all classes of Participants on an Employer-wide basis, and timely notice of this action shall be provided to all Participants.
- g. The Benefits provided hereunder apply only to academic credit courses being offered at any unit of the Employer. These courses may be taken for credit or audit.
- h. The tuition benefit provided under the Plan shall be equal to the Employer's resident tuition charge per semester credit hour.
- i. Participants whose applications have been approved shall pay all admission and matriculation fees, including lab fees and course fees, and all course-related costs such as books and supplies, but shall not be required to pay University Program and Facilities fees.
- j. The tuition benefit provided under this Plan is limited to no more than fifteen (15) credit hours for full-time and six (6) credit hours for part-time (.51 to .99 F.T.E.) in any Plan Year and is normally restricted to no more than six (6) credit hours for full-time and three (3) credit hours for part-time per semester.
- k. Participants will be billed for their tuition cost if they resign from being employed by the Employer and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.

- I. Normally, Participants taking advantage of the Benefits under this Plan will enroll in classes held during nonworking hours, and if the course(s) is (are) not scheduled during nonworking hours, the Participant's hours may be rearranged, with the appropriate approvals, to accommodate enrollment.
5. Plan Administrator
 - a. The Plan Administrator shall have authority and responsibility to take any reasonable actions necessary to control and manage the operation and administration of this Plan under rules applied on a uniform and nondiscriminatory basis to all Participants, including retaining an independent company to perform administrative services such as Plan recordkeeping or Benefit reimbursement.
 - b. The Plan Administrator shall give reasonable notice of the availability and terms of the Plan to such persons who are eligible to be Participants.
6. Miscellaneous
 - a. All Benefits provided under this Plan shall be funded by the Employer in a manner that the Employer shall deem appropriate.
 - b. This Plan may be amended or terminated at any time by the Employer, provided, however, that any termination or amendment shall not affect the right of any Participant to claim an award for which he or she may have qualified prior to such termination or amendment.
 - c. The University's Director of University Accounting shall be responsible for preparing and filing the Annual Return/Report of Employee Benefit Plan (Form 5500) to report all required information concerning the Plan.
 - d. This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant. Nothing contained in this Plan shall be deemed to give any Participant the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant at any time regardless of the effect which such discharge shall have upon him or her as a Participant of this Plan.
 - e. This Plan shall be construed and enforced according to the laws of the State of Nebraska, other than its laws respecting choice of law, to the extent not preempted by any federal law.
 - f. RP-3.2.6.2 represents the entire Plan. No other employee benefit plan is, or may hereafter be maintained by the Employer as, part of this Plan, unless the Plan is amended in accordance with the rules governing amendment of the Regents Policies.

Reference: BRUN, Minutes, 43, pp. 175-176 (July 28, 1979).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 63, p. 157 (June 23, 2001).
BRUN, Minutes, 71, p. 65 (March 15, 2013).
Corporation Secretary Revision: Amended in accordance with authority granted to the President in agenda item IX-B-6 on June 8, 2012.

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

1. General

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

2. Program Administration

- 2.1 Management Responsibility. The Senior Vice President for Business and Finance and CFO shall have general responsibility for administration and management of the Program.
- 2.2 Principal Office and Records. The principal office of the Program shall be located at Varner Hall, University of Nebraska System, 3835 Holdrege Street, Lincoln, Nebraska 68583- 0742. All records relating to operation of the Program shall be maintained under the custody of the Senior Vice President for Business and Finance and CFO at said address.
- 2.3 Claims Settlement Authority. The Senior Vice President for Business and Finance and CFO or his or her designee shall, upon the recommendation and concurrence of the General Counsel, have authority to approve settlement of claims and suits covered by the Program. The Senior Vice President for Business and Finance and CFO shall issue a written administrative policy and procedure setting forth the process for review and approval of settlements of claims and suits covered by the Program.
- 2.4 Claims Administration. The Senior Vice President for Business and Finance and CFO shall issue such written administrative policies as he or she may determine to be necessary to insure that adequate controls are implemented to prevent misuse of funds in the General Risk-Loss Trust and that proper documentation is maintained with respect to all claims transactions. Day to day claims administration will be conducted under the direction of the Vice President for Business and Finance and shall include:
- (a) Coordinating claims settlement;

- (b) Initiating withdrawals from the General Risk-Loss Trust;
 - (c) Publishing loss runs;
 - (d) Reporting claims to proper authorities;
 - (e) Insuring prompt payment of approved claims; and
 - (f) Coordinating a University-wide loss control program.
- 2.5 Program Coordination. The Senior Vice President for Business and Finance and CFO or his or her designee shall coordinate administration of the Program with other parties engaged by the University to assist in claims management or to provide legal services.
- 2.6 Monitoring of Investments. The Senior Vice President for Business and Finance and CFO shall have responsibility for monitoring investments made by the Trustee under the General Risk- Loss Trust to insure compliance with the General Risk-Loss Trust Agreement and this Operating Policy.
- 2.7 Legal Services. The General Counsel shall evaluate claims and suits requiring legal representation under the Program. He or she shall be responsible for providing legal services in defense and settlement of any claims or suits covered by the Program either through the Office of the General Counsel or by engaging outside counsel to provide such legal services. Any billing statement for fees of outside counsel shall not be paid until the same has been approved by the General Counsel.
- 2.8 Claims Status and Disposition Reports. The General Counsel shall annually prepare and deliver to the CEO/President and the Board of Regents a written report of the status and disposition of claims and suits covered by the Program.
3. Financial Guidelines for the Program
- 3.1 Use of the General Risk-Loss Trust. The Senior Vice President for Business and Finance and CFO or his or her designee is authorized to direct the payment of funds from the General Risk-Loss Trust for the purpose of paying on behalf of the University and those persons, entities and organizations also insured under the Program all sums for losses and expenses covered by the Program up to the stated limits of the self-insurance coverage of the Program as stated in Addendum "A" AND Addendum "B", but only when such losses or expenses are not otherwise covered by valid and collectible insurance covering a Liability Occurrence as defined in the STATEMENT OF GENERAL SELF-INSURANCE COVERAGE or an Accident as defined in the STATEMENT OF BUSINESS AUTOMOBILE LIABILITY SELF-INSURANCE COVERAGE for the Program.
- 3.2 Maintenance of Adequate Funds and Reserves in the Trust Fund. The Senior Vice President for Business and Finance and CFO shall insure that adequate funds are deposited and maintained in the General Risk-Loss Trust to pay claims and associated expenses, and operational costs incurred in administration of the Program, including maintenance of a surplus at all times. Adequate funding shall include maintenance of adequate reserves for reported claims and cases, loss adjusting expenses, and reserves for incurred-but-not-reported claims (IBNR).
- 3.3 Budget Allocations for the Program. In accordance with Section 3.4 of this Operating Policy, the Senior Vice President for Business and Finance and CFO shall determine, not later than thirty (30) days prior to the beginning of each fiscal year of the University, the minimum amount of funds to be maintained in the General Risk-Loss Trust in order to implement the Program for the ensuing fiscal year. Each annual budget of the University

shall include an equitable allocation of funds from the University of Nebraska-Lincoln, the University of Nebraska at Kearney, the University of Nebraska Medical Center, the University of Nebraska at Omaha and the Nebraska College of Technical Agriculture to be deposited in the General Risk-Loss Trust to insure that adequate funding and reserves are maintained in the Trust to pay claims, associated expenses, and operational costs of the Program.

- 3.4 Actuarial Evaluation. Prior to making each annual budget allocation for the General Risk-Loss Trust as provided by Section 3.3 of this Operating Policy, ~~the~~ Senior Vice President for Business and Finance and CFO or his or her designee shall obtain an actuarial or loss-reserve specialist's opinion which shall indicate the level of funding required for the Trust to carry out its dedicated purpose for the fiscal year beginning on the next July. Each such evaluation shall include the following information:
- (a) Development of expected loss costs of the Program based on similar experience;
 - (b) Estimation of the University's losses at retention limits; and
 - (c) Recommendation as to the University's funding needs for the Program.
- 3.5 Board Action in the Event of Inadequate Funds for Program Operation. If at any time the Senior Vice President for Business and Finance and CFO in the exercise of his or her professional judgment shall conclude that there are not adequate funds in the General Risk-Loss Trust to carry out the Program, such conclusion shall be reported to the CEO/President and the Board of Regents together with his or her recommendation for such action by the Board as may be appropriate and necessary under the circumstances to assure payment of claims and associated expenses, and operational costs in future operation of the Program.
- 3.6 Investment of Trust Funds. The Trustee shall be required by the Trust Agreement to invest funds held in the Trust in securities and property as shall from time to time be legal investments for funds of the University.
- 3.7 Defense and Settlement of Claims. Claims covered by the Program shall be processed and acted upon in accordance with a claims administration policy approved by the Senior Vice President for Business and Finance and CFO. The University, as administrator of the Program, shall:
- (a) Defend any claim or suit expressly covered by the Program, even if such claim or suit is groundless, false or fraudulent; but the University may make such investigations and settlement of any claim or suit as it deems expedient;
 - (b) Pay all premiums and bonds to release attachments for an amount not in excess of the applicable limit of coverage provided by the Program, and pay all premiums on appeal bonds required in any suit defended under the Program, but without obligation to apply for or furnish any such bond;
 - (c) Pay any civil money judgment, except any judgment or part of a judgment which is for punitive damages, and expenses incurred in the defense of any claim or suit covered by the Program, including all costs and attorneys fees taxed against a covered person or entity named in any such suit, and all interest accruing after entry of judgment until the Program has paid or tendered or deposited in court such part of such judgment and expenses as does not exceed the limits of coverage provided by the Program in Appendix "A" and Appendix "B", and pay any valid Police Officer Criminal Defense Claim as does not exceed the limits of coverage for such claims provided by the program in Appendix "A";

- (d) Reimburse any person or entity covered by the Program for all reasonable expenses incurred in defense and settlement of any claim or suit covered by the Program, except loss of earnings.
- 4. Other Expenses. The Senior Vice President for Business and Finance and CFO may in the exercise of his or her discretion direct that the following expenses be paid from the Trust:
 - (a) Expenses related to administration of the Program, including educational training of University employees relating to defense and settlement of claims, claims administration and risk reduction, and payment of insurance policy premiums or other insurance-related expenses.
 - (b) Costs and expenses of the Office of the University General Counsel for legal services for defense and settlement of claims.
 - (c) Expenses for attorneys fees and costs for defense of administrative or civil claims against the University that are not covered by the Program.

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

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

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

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

(4) "Contract Claim" shall mean any claim against the University, an employee of the University or a student in training, involving a dispute regarding a contract between the University and the claimant for which the law provides a remedy enforceable in a court of competent jurisdiction of the State of Nebraska, the United States, or any other state or territory of the United States; provided, however, contract claim shall exclude any claim or civil action involving a dispute regarding a contract covered by the State Employees Collective Bargaining Act and any claim or civil action covered under the University of Nebraska System medical professional liability insurance policy.

(5) "Cyber Attack" shall mean an attempt to disable, disrupt, destroy, or maliciously control a computing environment/infrastructure and/or network; or the stealing, or destroying of the integrity of any data.

(6) "Cyber Loss Occurrence" shall mean the costs incurred by the University as a result of a Cyber Attack; a data breach; a security breach; a system failure; an extortion threat; a privacy policy failure; PCI fines, expenses and costs; or a media violation.

(7) "Damages" in regard to any liability occurrence shall mean the sum or sums of money an insured shall become legally obligated to pay on account of a liability occurrence, including court costs and attorney fees, **BUT EXCLUDING ANY SUM OR SUMS OF MONEY DESIGNATED OR IDENTIFIED AS PUNITIVE DAMAGES.**

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

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

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

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

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

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

(14) "Police Officer Criminal Defense Claim" shall mean a written request submitted to the University by a law enforcement officer commissioned under the laws of the State of Nebraska for legal defense of a criminal action or proceeding brought against the law enforcement officer, arising directly out of the law enforcement officer's activities within the scope of employment by the University², including grand jury proceedings.

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

(16) "Property Loss Occurrence" shall mean an occurrence of physical injury to, or destruction or loss of tangible property of the University, including loss of use of tangible property of the University resulting from physical injury thereto or destruction or loss thereof.

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

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

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

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

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

(1) Coverage for Liability Occurrences. Subject to the terms, conditions, exclusions and limits of this Statement of Self-Insurance Coverage, the Program shall pay on behalf of the insured during each fiscal

² For the purposes of a Police Officer Criminal Defense Claim the term "within the scope of employment by the University" means all law enforcement activities authorized or required by the law enforcement officer's University employment, whether on duty or technically off duty.

year all sums which the insured shall become legally obligated to pay as damages for liability occurrences up to limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. At the discretion of the Senior Vice President for Business and Finance and CFO, the per liability occurrence limit and aggregate limit of liability occurrences may be exceeded in any fiscal year to pay any deductibles under the University's liability insurance policies if approved by the CEO/President. Notwithstanding any contrary provisions in the Operating Policy, the Senior Vice President for Business and Finance and CFO's discretion to exceed the per liability occurrence limit and aggregate limit of liability occurrences to pay any deductibles under the University's liability insurance policies shall be retroactive and will include all fiscal years since the establishment of the Program if approved by the CEO/President.

(2) Coverage for Property Loss Occurrences. Subject to the terms, conditions, exclusions and limits of this Statement of Self-Insurance Coverage, the Program shall pay to the University during each fiscal year all sums constituting the casualty damages incurred by the University as a result of property loss occurrences in excess of \$2,000 per occurrence up to limits of \$500,000 per property loss occurrence and \$1,000,000 in the aggregate of property loss occurrences in any fiscal year. At the discretion of the Senior Vice President for Business and Finance and CFO, the per occurrence and aggregate limits may be exceeded in any fiscal year to pay any deductibles under the University's property insurance policies if approved by the CEO/President. Notwithstanding any contrary provisions in the Operating Policy, the Senior Vice President for Business and Finance's and CFO's discretion to exceed the per occurrence and aggregate limits to pay any deductibles under the University's property insurance policies shall be retroactive and will include all fiscal years since the establishment of the Program if approved by the CEO/President.

(3) Coverage for Police Officer Criminal Defense Claims. Subject to the terms, conditions, exclusions and limits of this Statement of Self-Insurance Coverage, the Program shall pay on behalf of a commissioned law enforcement officer (i) charged with a criminal offense arising directly out of the law enforcement officer's activities within the scope of employment by the University, or (ii) subject to a grand jury proceeding arising directly out of the law enforcement officer's activities with the scope of employment by the University all sums which the law enforcement officer shall become legally obligated to pay as expenses for legal services³ up to limits of \$1,000,000 per occurrence resulting in one or more such criminal charges or grand jury proceedings. UNDER NO CIRCUMSTANCES SHALL THE PROGRAM BE LIABLE FOR MORE THAN \$1,000,000 PER OCCURRENCE RESULTING IN ONE OR MORE SUCH CRIMINAL CHARGES OR GRAND JURY PROCEEDINGS.

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

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

³ For the purposes of Police Officer Criminal Defense Claims, "legal services" shall mean advice, consultation or representation rendered by a licensed attorney to a commissioned law enforcement officer entitled to coverage under this Statement of Self-Insurance, including usual fees and office charges for paralegal assistance, telephone, mailing, copying, telefaxing, travel and similar office expenses, and reasonable reimbursable costs for witness fees and expenses, expert fees and expenses (including consultation), filing fees, court costs and transcript costs.

- (5) in connection with or as a result of any bodily injury to any employee of the University arising out or in the course of his or her employment by the University, except this exclusion shall not apply to persons who are not employees of the University subject to the Nebraska Workers' Compensation Act, and this exclusion shall not apply with respect to liability assumed by the University under a contract;
- (6) in connection with or as a result of any liability occurrence due to the ownership, maintenance, operation, use, loading or unloading of any aircraft by the University, any employee of the University or any student in training;
- (7) in connection with or as a result of any liability occurrence covered under the University's medical professional liability insurance policy;
- (8) in connection with or as a result of any liability occurrence giving rise to a claim listed as an exempt claim under Neb. Rev. Stat. Section 81-8,219 of the Nebraska State Tort Claims Act, as amended;
- (9) in connection with any claim against an employee of the University or against a student in training for an alleged act or omission of the employee or student in training (a) which occurred outside of the scope of employment or training, or (b) which has been determined in accordance with Section 6.8 of the Bylaws of the Board of Regents to constitute malfeasance in office or willful or wanton neglect of duty;
- (10) in connection with any claim against the University, an employee of the University or a student in training (a) to recover money in the form of a civil penalty or civil fine imposed by an agency other than a court of law, or (b) to recover punitive damages imposed by a court or any other agency; and
- (11) in connection with or as a result of
- (a) any occurrence with respect to which an insured under the Program is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination upon exhaustion of its limits of liability;
 - (b) any occurrence resulting from hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had the Program not been in effect, would be entitled to indemnity from the United States of America, or an agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
 - (c) any occurrence resulting from the hazardous properties of nuclear material and arising out of operation of a nuclear facility by any person or organization; or
 - (d) any occurrence resulting from the hazardous properties of nuclear material, if (i) the nuclear material is at any nuclear facility owned or operated by or on behalf of an insured, or has been discharged or dispersed therefrom, (ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured, or (iii) the liability occurrence arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located in the United States of America, its territories or possessions, or Canada, this exclusion (11)(d) applies only to injury or destruction of property at such nuclear facility; and

As used in this exclusion (11):

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

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

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

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

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

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

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

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

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

(13) in connection with or as a result of any occurrence arising out of any dispersal, disposal, discharge, escape, release or saturation of smoke, vapors, soot, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter; and provided further that this exclusion (13) applies to any claim by whomever and whatsoever made, including, but not limited to, any public, private or governmental person, concern, body, entity agency, office or corporation.

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

IV. Program Territory. The self-insurance coverage provided to the insured under this Statement of Self-Insurance Coverage applies only to (1) liability occurrences and property damage occurrences during the coverage period within the United States of America, its territories or possessions, or Canada (hereinafter called the "Program territory"), and (2) liability occurrences and property loss occurrences

during the coverage period outside of the Program territory only if any such occurrence arises out of activities of persons employed by the University to perform work principally in the Program territory, while outside the Program territory, pursuant to their employment in the business of the University, and subject to the condition that any claims or suits on account of any such occurrence must be brought within the United States of America, or its territories or possessions, and enforced in the courts of the United States of America, or its territories or possessions.

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

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

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

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

IX. Other Insurance. The self-insurance coverage provided by the Program as specified in Section II. of this Statement of Self-Insurance Coverage shall be in excess of any valid and collectible insurance naming or providing coverage for the University as an insured party whether such insurance is stated to be primary, pro-rata, contributory, excess, contingent or otherwise, unless such insurance is issued to the University and is written only as specific excess insurance over the limits of self-insurance coverage provided by the program. If any liability occurrence or property loss occurrence is also covered in whole or in part under any excess policy of insurance issued to the University prior to the effective date of the Operating Policy for the Program, the limits of liability coverage provided by the Program by this Statement of Self-Insurance Coverage shall be reduced by any amounts due to an insured on account of any such prior insurance.

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

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

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

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

- (a) is properly authorized to practice law in the authorized jurisdiction;
 - (b) accepts the hourly fee, expense reimbursement and other compensation arrangements established by the Senior Vice President for Business and Finance and CFO; and
 - (c) accepts the required periodic reporting and billing procedures established by the Senior Vice President for Business and Finance and CFO.
- (3) No attorney shall be engaged or compensated by the University for legal services rendered to a covered claimant unless the attorney has provided proof of the attorney's coverage under professional legal malpractice liability insurance of at least \$100,000 per claim and \$300,000 aggregate per policy year, or such greater amount as the Senior Vice President for Business and Finance and CFO may deem necessary with respect to a particular representation.
- (4) No attorney shall be engaged or compensated by the University for legal services rendered to a covered claimant until the attorney has disclosed in writing to the Senior Vice President for Business and Finance and CFO the following information:
- (a) all attorney disciplinary proceedings to which the attorney or the attorney's firm are currently subject, or state that there are none;
 - (b) all legal actions alleging legal malpractice to which the attorney or the attorney's firm are currently subject, or state that there are none;
 - (c) all rulings by attorney disciplinary authorities or courts during the preceding five years which resulted in sanctions, including formal and informal reprimands, against the attorney or any firm with which the attorney was associated at the time sanctions were imposed, or state that there are none; and
 - (d) all legal actions during the preceding five years in which the attorney or any firm with which the attorney was associated was adjudged guilty of or liable for malpractice, or state that there are none.
- (5) Any attorney engaged to represent a covered claimant, who will be compensated by the University for legal services rendered to the claimant, shall agree in writing to give written notice to the Senior Vice President for Business and Finance and CFO within ten (10) days following the initiation of any attorney disciplinary proceedings or legal actions alleging legal malpractice, which proceedings or actions involve the attorney or the attorney's firm.
- (6) Attorneys performing legal services for covered claimants of a Police Officer Criminal Defense Claim under this Statement of Self-Insurance are not agents or employees of the University. Any Attorney rendering such legal services shall maintain the attorney-client relationship with the covered claimant and is solely responsible to the covered claimant for all legal services provided. The University shall not have the right to interfere with or have the right to control performance of the attorney's duties. Information which the attorney receives from the covered claimant incidental to the attorney-client relationship shall be confidential and, except for use incidental to the administration of the University's General Self-Insurance Program, shall not be disclosed without the covered claimant's consent.
- (7) The construction and interpretation of this Statement of Self-Insurance with respect to coverage of claimants making a Police Officer Criminal Defense Claim are vested with the University's Senior Vice President for Business and Finance and CFO in his or her absolute discretion, including, but not limited to, the determination of facts, coverage, benefits, eligibility and other provisions of this Statement of Self-insurance. The Senior Vice President for Business

and Finance and CFO shall endeavor to act, whether by general rules or by particular decisions, so as to treat all persons in similar circumstances without discrimination. Except for a claimant's right of appeal as hereinafter provided, the constructions, interpretations, determinations and decisions of the University's Senior Vice President for Business and Finance and CFO shall be final, conclusive and binding upon all persons having an interest in the University's General Self-Insurance Program.

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

- (a) Any commissioned law enforcement officer who believes he or she is entitled to coverage for a Police Officer Criminal Defense Claim under this Statement of Self-Insurance shall promptly notify the University's Senior Vice President for Business and Finance and CFO of:
 - (1) any occurrence the commissioned law enforcement officer has reason to believe may result in a claim for benefits;
 - (2) any communication the commissioned law enforcement officer receives concerning a pending or threatened criminal charge or grand jury proceeding which may result in a claim for benefits; and
 - (3) any claim for benefits.
- (b) Notice must be confirmed in writing within thirty (30) days on a prescribed claim form provided by the University's Senior Vice President for Business and Finance and CFO to be effective.
- (c) The University's Senior Vice President for Business and Finance and CFO shall make a decision on any claim for benefits promptly, and not later than thirty (30) days after the Senior Vice President for Business and Finance and CFO receives the claim, unless special circumstances require an extension of time for processing. In such a case, a decision shall be made as soon as possible, but not later than one hundred twenty (120) days after receipt of the claim. If the Senior Vice President for Business and Finance and CFO denies a claim, in whole or in part, the Senior Vice President for Business and Finance and CFO shall send to the claimant a written notice setting forth:
 - (1) the specific reasons for the denial;
 - (2) specific reference to pertinent provisions of the University's Self-Insurance Program on which denial is based;
 - (3) If applicable, a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
 - (4) an explanation of the appeal procedure whereby the claimant may seek review of the Vice President for Business and Finance and CFO's decision.
- (d) Within thirty (30) days of the date upon which the claimant is first notified of any decision of the University's Senior Vice President for Business and Finance and CFO to deny the claimant's claim, the claimant may appeal the decision of the University's Senior Vice President for Business and Finance and CFO by submitting a written appeal to the University's Executive Vice President and

Provost. The Executive Vice President and Provost shall notify the claimant of his or her decision in writing within forty- five (45) days of receipt of the appeal. Such decision on appeal shall state specific reasons for the decision with references to pertinent provisions of the University's General Self-Insurance Program. The decision of the Executive Vice President and Provost shall be final, and shall not be subject to further appeal or review.

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

The self-insurance coverage provided by this University of Nebraska System Statement of Business Automobile Liability Self-Insurance Coverage shall be as provided below.

Section I. Definitions

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads, but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered Auto" means:
 - 1. Those "autos" owned by the University (and for Liability Coverage any "trailers" the University does not own while attached to power units owned by the University). This includes those "autos" the University acquires ownership of after this Statement of Business Automobile Liability Self-Insurance Coverage begins.
 - 2. Those "autos" the University leases, hires, rents or borrows.
 - 3. Those "autos" the University does not own, lease, hire, rent or borrow while being used for University business. This includes "autos" owned by any Employee of the University, Student in Training, or members of their households, but only while being used for University business.
 - 4. The following types of vehicles are also covered "autos" for Liability Coverage:
 - a. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
 - b. "Mobile equipment" while being carried or towed by a covered "auto".
 - c. Any "auto" the University does not own while used with the permission of its owner as a temporary substitute for a covered "auto" owned by the University that is out of service because of its:
 - (1) Breakdown;
 - (2) Repair;
 - (3) Servicing;

- (4) "Loss"; or
- (5) Destruction.

E. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand or order; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding that the University or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the University;
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the University for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the University.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to the University with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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

G. "Insured" means (a) the University, (b) an Employee of the University as defined in Section I.F., or (c) a Student in Training as defined in subsection Section I.O. "Insured" also means anyone else while using a covered "auto" with the permission of an Employee of the University except:

1. The owner or anyone else from whom the University hires or borrows a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" owned by the University.
2. Anyone other than an Employee of the University or a Student In Training, if the covered "auto" is owned by an Employee of the University or a Student in Training or a member of his or her household.
3. Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is operated by the University.
4. Anyone other than an Employee of the University or Student in Training, while moving property to or from a covered "auto".
5. Anyone liable for the conduct of an "insured" described above, but only to the extent of that liability.

Except with respect to the Limit of Self-Insurance Coverage in Section II of this Statement of Business Automobile Liability Self-Insurance Coverage, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to University business (including an indemnification of a municipality in connection with work performed for a municipality) under which the university assumes the tort liability of another to pay for “bodily injury” or “property damage” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
6. That part of any contract or agreement entered into, as part of University business, pertaining to the rental or lease, by the University or any Employee of the University or Student in Training of any “auto”. However, such contract or agreement shall not be considered an “insured contract” to the extent that it obligates the University or any Employee of the University or Student in Training to pay for “property damage” to any “auto” rented or leased by the University or any Employee of the University or Student in Training.

An “insured contract” does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for “bodily injury” or “property damage” arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
 - b. That pertains to the rental of an “auto” to an Employee of the University or Student in Training, if the “auto” is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for University use of a covered “auto” over a route or territory that person or organization is authorized to serve by public authority.
- I. “Loss” means direct and accidental loss or damage.
 - J. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:
 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises owned or rented by the University;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraphs 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraphs 1, 2, 3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment", but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- K. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum products and their byproducts, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether injury or damage is caused directly or indirectly by the "pollutants" and whether:
 1. The University is regularly or otherwise engaged in activities which taint or degrade the environment; or
 2. The University uses, generates or produces the "pollutant".
- L. "Program" shall mean the University of Nebraska System Business Automobile Liability Self- Insurance Program provided in this Statement of the Business Automobile Liability Self- insurance Coverage.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this self-insurance applies, are alleged.

“Suit” includes:

- a. An arbitration proceeding in which such damages or “covered pollution costs or expenses” are claimed and to which an “insured” must submit or does submit with the Program’s consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or “covered pollution costs or expenses” are claimed and to which an “insured” submits with the Program’s consent.
- O. “Student in Training” means any student enrolled in a program of the University when the student is acting for or on behalf of the University or when rendering services to another as part of his or her teaching or training by the University. The phrase “acting for or on behalf of the University” in regard to a student in training shall mean only when a student is acting under the direction and supervision of an Employee of the University in a specified capacity as a representative of the University pursuant to an express appointment or designation of the student by name in such capacity made in writing by an employee of the University duly authorized to make such appointment or designation.
- P. “Temporary worker” means a person who is furnished to the University to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
- Q. “Trailer” includes semitrailer.
- R. “University” shall mean and include (a) the Board of Regents of the University of Nebraska System, a public body corporate, (b) the University of Nebraska System, (c) any University campus of the University of Nebraska System, and (d) any college, institute, school, department, center, or other administrative or academic subdivision of the University of Nebraska System or of any University campus thereof, including the Nebraska College of Technical Agriculture.
- S. “Workplace” means that place and during such hours to which the “employee” sustaining “bodily injury” was assigned by the University, or any other person or entity acting on behalf of the University, to work on the date of the “accident”.

Section II. Limit of Business Automobile Liability Self-Insurance Coverage

Subject to the terms, conditions, exclusions and limits of this Statement of Business Automobile Liability Self-Insurance Coverage, the Program shall pay on behalf of the insured during each fiscal year all sums which an insured shall become legally obligated to pay as damages caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto” up to limits of \$1,000,000 per Accident and \$3,000,000 in the aggregate of Liability Occurrences under the Statement of General Self-Insurance Coverage and Accidents under this Statement of Business Automobile Liability Self-Insurance Coverage in any fiscal year. At the discretion of the Senior Vice President for Business and Finance and CFO, the per Accident limit and aggregate limit of Liability Occurrences under the Statement of General Self-Insurance Coverage and Accidents under this Statement of Business Automobile Liability Self-Insurance Coverage may be exceeded in any fiscal year to pay any deductibles under the University’s liability insurance policies if approved by the CEO/ President. Notwithstanding any contrary provisions in the Operating Policy, the Senior Vice President for Business and Finance and CFO’s discretion to exceed the per Accident limit and aggregate limit of Liability Occurrences under the Statement of General Self-Insurance Coverage and Accidents under this Statement of Business Automobile Liability Self-Insurance Coverage to pay any deductibles under the University’s liability insurance policies shall be retroactive and

will include all fiscal years since the establishment of the Program if approved by the CEO/President.

Section III. Liability Coverage

The Program will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this Statement of Business Automobile Liability Self-Insurance Coverage applies, caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto”.

The Program will also pay all sums an “insured” legally must pay as a “covered pollution cost or expense” to which this Statement of Business Automobile Liability Self-Insurance Coverage applies, caused by an “accident” and resulting from the ownership, maintenance or use of covered “autos”. However, the Program will only pay for the “covered pollution cost or expense” if there is either “bodily injury” or property damage” to which this Statement of Business Automobile Liability Self-Insurance Coverage applies that is caused by the same “accident”.

The Program has the right and duty to defend any “insured” against a “suit” asking for such damages or a “covered pollution cost or expense”. However, the Program has no duty to defend any “insured” against a “suit” seeking damages for “bodily injury” or “property damage” to which this Statement of Business Automobile Liability Self-Insurance Coverage does not apply. The Program may investigate and settle any claim or “suit” as it considers appropriate. The duty of the Program to defend or settle ends when the limit of liability coverage provided in this Statement of Business Automobile Liability Self-Insurance Coverage has been exhausted by payment of judgments or settlements.

A. Coverage Extensions

1. Supplementary Payments

In addition to the Limit of Insurance, the Program will pay for the “insured”:

- a. All expenses the Program incurs.
- b. Up to \$2000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” covered by the Program.

The Program will not furnish these bonds.
- c. The cost of bonds to release attachments in any “suit” against the “insured” the Program defends, but only for bond amounts within the Limit of Self-Insurance Coverage provided by the Program.
- d. All reasonable expenses incurred by the “insured” at the request of the Program, including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against an “insured” in any “suit” against the “insured” that the Program defends.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” against an “insured” that the Program defends; but the Program’s duty to pay interest ends when the Program has paid,

offered to pay or deposited in court the part of the judgment that is within the Program's Limit of Self-Insurance Coverage.

2. Out of State Coverage Extensions

While a covered "auto" is away from the state where it is licensed the Program will:

- a. Increase the Limit of Self-Insurance Coverage for Liability Coverage to meet the limit or limits specified by a compulsory or financial responsibility law in the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- b. Provide the minimum amounts and types of other coverages, such as no-fault, required of out of state vehicles by the jurisdiction where the covered "auto" is being used.

The Program will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This self-insurance coverage does not apply to any of the following:

1. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of an "insured" or which is in fact expected or intended by the "insured", even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers Compensation

Any obligation for which an "insured" or the "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification and Employer's Liability "Bodily injury" to:

- a. Any person employed by the University sustained in the "workplace";

- b. Any person employed by the University arising out of the performance of duties related to the conduct of the University's business; or
- c. The spouse, child, parent, brother or sister of any person employed by the University as a consequence of Paragraph a. or b. above.

This Exclusion applies:

- (1) Whether the University may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers compensation benefits or to liability assumed by the University under an "insured contract" other than a contract or agreement with a labor leasing firm. For the purposes of this Statement of Business Automobile Liability Self-Insurance Coverage, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the University arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of University business.

6. Care, Custody or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by an "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by an "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by an "insured".

8. Movement of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

“Bodily injury” or “property damage” arising out of University work after that work has been completed or abandoned.

In this exclusion, University work means:

- a. Work or operations performed by the University or on its behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

University work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

University work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for by contract with the University has been completed.
- (2) When all of the work to be done at the site has been completed if the contract with the University calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollutant

“Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of “pollutants”:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered “auto”;
 - (2) Otherwise in the course of transit by or on behalf of the University; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered “auto”.
- b. Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the “insured” for movement into or onto the covered “auto”; or

- c. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by an “insured”.

Paragraph a. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered “auto” or its parts, if:

- (1) The “pollutants” escape, seep, migrate, or are discharged, dispersed or released directly from an “auto” part designed by its manufacturer to hold, store, receive or dispose of such “pollutants”; and
- (2) The “bodily injury”, “property damage” or “covered pollution cost or expense” does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of “mobile equipment”.

However, this exception to Paragraph a. does not apply if the fuels, lubricants, fluids, exhaust gases or other similar “pollutants” are intentionally discharged, dispersed or released.

Paragraphs b. and c. of this exclusion do not apply to “accidents” that occur away from premises owned by or rented to the University with respect to “pollutants” not in or upon a covered “auto” if:

- (1) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered “auto”; and
- (2) The discharge, dispersal, seepage, migration, release, emission or escape of the “pollutants” is caused directly by such upset, overturn or damage.

- d. At or from any premises, site or location on which the University or any contractors or subcontractors working directly or indirectly on the University’s behalf are performing operations:

- (1) If the “pollutants” are brought on or to the premises, site or location in connection with such operations by an “insured”, or by such contractor or subcontractor; or
- (2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

Subparagraph d.(1) does not apply to “bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such “insured”, contractor or subcontractor.

12. War

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

13. Racing

Covered “autos” while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This self-insurance coverage also does not apply while that covered “auto” is being prepared for such a contest or activity.

C. Limit of Self-Insurance Coverage

Regardless of the number of covered “autos”, “insureds”, claims made or vehicles involved in the “accident”, the most the Program will pay for the total of all damages and “covered pollution cost or expense” combined, resulting from any one “accident” is the Limit of Self-Insurance Coverage shown in Section II.

All “bodily injury”, “property damage” and “covered pollution cost or expense” resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one “accident”.

No one will be entitled to receive duplicate payments for the same elements of “loss” under this Statement of Business Automobile Liability Self-Insurance Coverage.

Section IV. Business Auto Conditions

The following conditions apply in addition to the other terms and conditions in this Statement of Business Automobile Liability Self-Insurance Coverage:

A. Loss Conditions

1. Appraisal for Physical Damage Loss

The Program will determine the amount of any physical damage “loss” covered by this Statement of Business Automobile Liability Self-Insurance Coverage.

2. Duties in the Event of Accident, Claim, Suit or Loss

The Program has no duty to provide coverage under this Statement of Business Automobile Liability Self-Insurance Coverage unless there has been full compliance with the following duties:

- a. In the event of “accident”, claim, “suit” or “loss”, an “insured” must give the Program or its authorized representative prompt notice of the “accident” or “loss”, which notice must include:
 - (1) How, when and where the “accident” or “loss” occurred;
 - (2) The “insured’s” name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, an “insured” must:
 - (1) Assume no obligation, make no payment or incur no expense without the Program’s consent, except at the “insured’s” own cost.
 - (2) Immediately send the Program copies of any request, demand, order, notice, summons or legal paper received concerning the claim or “suit”.
 - (3) Cooperate with the Program in the investigation or settlement of the claim or defense against the “suit”.
 - (4) Authorize the Program to obtain medical records or other pertinent information.
 - (5) Submit to examination, at the Program’s expense, by physicians of the Program’s choice, as often as the Program may reasonably require.
- c. If there is “loss” to a covered “auto” or its equipment an “insured” must also do the following:
 - (1) Promptly notify the police if the covered “auto” or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered “auto” from further damage. Also keep a record of an “insured’s” expenses for consideration in the settlement of the claim.
 - (3) Permit the Program to inspect the covered “auto” and records proving the “loss” before its repair or disposition.
 - (4) Agree to examinations under oath at the request of the Program and give the Program a signed statement of an “insured’s” answers.

3. Legal Action Against the University

No one may bring a legal action against the University under this Statement of Business Automobile Liability Self-Insurance Coverage until:

- a. There has been full compliance with all the terms of this Statement of Business Automobile Liability Self-Insurance Coverage; and
- b. Under Liability Coverage, the Program agrees in writing that the “insured” has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial.

4. Loss Payment - Physical Damage Coverages The Program at its option may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at the Program’s expense. The Program will pay for any damage that results to the “auto” from the theft; or

- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer of Rights of Recovery Against Others to the University

If any person or organization to or for whom the Program makes payment under this Statement of Business Automobile Liability Self-Insurance Coverage has rights to recover damages from another, those rights are transferred to the University. That person or organization must do everything necessary to secure the University's rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of an "insured" or an "insured's" estate will not relieve the Program of any obligations under this Statement of Business Automobile Liability Self-Insurance Coverage.

2. Concealment, Misrepresentation or Fraud

This Statement of Business Automobile Liability Self-Insurance Coverage is void in any case of fraud by an "insured" at any time as it relates to this Statement of Business Automobile Liability Self-Insurance Coverage. It is also void if an "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Statement of Business Automobile Liability Self-Insurance Coverage;
- b. The covered "auto";
- c. An "insured's" interest in the covered "auto"; or
- d. A claim under this Statement of Business Automobile Liability Self-Insurance Coverage.

3. Liberalization

If the University revises this Statement of Business Automobile Liability Self-Insurance Coverage to provide more coverage, the Program will automatically provide the additional coverage as of the day the revision is effective.

4. No Benefit to Bailee - Physical Damage Coverages

The Program will not recognize any assignment or grant any self-insurance coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Statement of Business Automobile Liability Self-Insurance Coverage.

5. Other Insurance

- a. For any covered "auto" owned by the University, this Statement of Business Automobile Liability Self-Insurance Coverage provides primary

coverage. For any covered "auto" not owned by the University, the self-insurance coverage provided by this Statement of Business Automobile Liability Self-Insurance Coverage is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Statement of Business Automobile Liability Self-Insurance Coverage provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle the University does not own.
 - (2) Primary while it is connected to a covered "auto" the University does own.
- b. Regardless of the provisions of Paragraph a. above, the Liability Coverage in this Statement of Business Automobile Liability Self-Insurance Coverage is primary for any liability assumed under an "insured contract".
 - c. When this Statement of Business Automobile Liability Self-Insurance Coverage and any other insurance policy covers on the same basis, either excess or primary, the Program will pay only its share. The Program's share is the proportion that the Limit of Self-Insurance Coverage of this Statement of Business Automobile Liability Self-Insurance Coverage bears to the total of the limits of all the insurance policies covering on the same basis

6. Policy Period, Coverage Territory

Under this Statement of Business Automobile Liability Self-Insurance Coverage, the Program will cover "accidents" and "losses" occurring:

- a. During the effective period of this Statement of Business Automobile Liability Self-Insurance Coverage; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

The Program will also cover "loss" to or "accidents" involving, a covered "auto" while being transported between any of these places.

Section V. Nuclear Energy Liability Exclusion (Broad Form)

- A. The self-insurance coverage provided by this Statement of Business Automobile Liability Self-Insurance Coverage does not apply:
 1. Under any Liability Coverage, to "bodily injury" or "property damage":

- a. With respect to which an “insured” under this Statement of Business Automobile Liability Self-Insurance Coverage is also an “insured” under a nuclear energy liability insurance policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an “insured” under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the “hazardous properties” of “nuclear material” and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the “insured” is, or had this Statement of Business Automobile Liability Self-Insurance Coverage not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments coverage, to expenses incurred with respect to “bodily injury” resulting from the “hazardous properties” of “nuclear facility” by any person or organization.
3. Under any Liability Coverage, to “bodily injury” or “property damage” resulting from the “hazardous properties” of “nuclear material”, if:
 - a. The “nuclear material” (a) is at any “nuclear facility” owned by, or operated by or on behalf of the University, or (b) has been discharged or dispersed therefrom;
 - b. The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the University; or
 - c. The “bodily injury” or “property damage” arises out of the furnishing by an “insured” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”, but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to “property damage” to such “nuclear facility” and any property thereat.

B. As used in this Section V:

“Hazardous properties” include radioactive, toxic or explosive properties;

“Nuclear material” means “source material”, “special nuclear material” or “byproduct material”;

“Source material”, “special nuclear material”, and “byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”;

“Waste” means any waste material (a) containing “byproduct material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and (b) resulting from the

operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility”.

“Nuclear facility” means:

1. Any “nuclear reactor”;
2. Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing “spent fuel”, or (c) handling, processing or packaging “waste”;
3. Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of an “insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

“Property damage” includes all forms of radioactive contamination of property.

Section VI. Auto Medical Payments Coverage

With respect to the self-insurance coverage provided by this Section VI, the provisions of this Statement of Business Automobile Liability Self-Insurance Coverage apply unless modified by this Section VI.

A. Coverage

The Program will pay reasonable expenses incurred for necessary medical and funeral services to or for an “insured” who is a natural person and who sustains “bodily injury” caused by “accident”. The Program will pay only those expenses incurred, for services rendered within three years from the date of the “accident”.

B. Who is Covered by this Section VI.

1. An “insured” who is a natural person while “occupying” or, while a pedestrian, when struck by any covered “auto”.
2. “Family members” of natural persons who are “insureds” while “occupying” or, while a pedestrian, when struck by any covered “auto”.
3. Anyone for injuries while “occupying” a covered “auto”.
4. Anyone for injuries while “occupying” a temporary substitute for a covered “auto”. The covered “auto” must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

The self-insurance coverage provided by this Section VI does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" who is a natural person while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by an insured who is a natural person or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for regular use by the University.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to any person employed by the University arising out of and in the course of employment by the University. However, the Program will cover "bodily injury" to a domestic Employee of the University if not entitled to workers' compensation benefits. For the purposes of this Section VI, a domestic Employee of the University is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured", who is a natural person, while working in a business of selling, servicing, repairing or parking "autos" unless that business is operated by the University.
6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily injury" sustained by an "insured", who is a natural person, while "occupying" any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This self-insurance coverage also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit of Self-Insurance Coverage

Regardless of the number of covered "autos", "insureds", claims made or vehicles involved in the "accident", the most the Program will pay under this Section VI for "bodily injury" for each "insured" injured in any one "accident" is \$5,000.00.

No one will be entitled to receive duplicate payments for the same elements of "loss" under the coverage provided by this Section VI and any other coverage provided by this Statement of Business Automobile Liability Self-Insurance Coverage.

E. Changes in Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer of Rights of Recovery Against Others to the University Condition does not apply.
2. The reference in Other Insurance in Section IV.B.5 of this Statement of Business Automobile Liability Self-Insurance Coverage to “other collectible insurance” applies only to other collectible auto medical payments insurance.

F. Additional Definition

As used in this Section VI “Occupying” means in, upon, getting in, on, out or off.

Section VII. Uninsured and Underinsured Motorists Coverage

With respect to the self-insurance coverage provided by this Section VII, the provisions of this Statement of Business Automobile Liability Self-Insurance Coverage apply unless modified by this Section VII.

The Limit of Self-Insurance Coverage under this Section VII is that provided in Section II of this Statement of Business Automobile Liability Self-Insurance Coverage.

A. Coverage

1. The Program will pay all sums the “insured” is legally entitled to recover as damages from the owner or driver of an “uninsured motor vehicle” or “underinsured motor vehicle”. The damages must result from “bodily injury” sustained by the “insured” caused by an “accident”. The owner’s or driver’s liability for these damages must result from the ownership, maintenance or use of the “uninsured motor vehicle” or “underinsured motor vehicle”.
2. With respect to damages resulting from an “accident” with an “underinsured motor vehicle”, the Program will pay under this coverage only if a. or b. below applies:
 - a. The limits of any applicable liability bonds or policies have been exhausted by payments of judgments or settlements; or
 - b. A tentative settlement has been made between an “insured” and the insurer of the “underinsured motor vehicle”; and the Program
 - (1) Has been given prompt written notice of such tentative settlement; and
 - (2) Advance payment to the “insured” in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a “suit” brought against the owner or operator of an “uninsured motor vehicle” or “underinsured motor vehicle” without the Program’s written consent is not binding on the Program unless it:
 - a. Receives reasonable notice of the pendency of the “suit” resulting in the judgment; and
 - b. Has had a reasonable opportunity to protect its interest in the “suit”.

B. Who is an Insured

1. An "insured" as defined in Section I.F. of this Statement of Business Automobile Liability Self-Insurance Coverage, however, an entity that is not a natural person is an "insured" only for purposes of selecting limits of Uninsured Motorist Coverage or executing a rejection of Uninsured Motorists Coverage.
2. "Family members" of natural persons who are "insureds" as defined in Section I.F. of this Statement of Business Automobile Liability Self-Insurance Coverage.
3. Employees of the University, but only for injuries arising out of and incurred while in the course and scope of employment for the University.
4. Anyone for injuries incurred while "occupying" or using a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its break down, repair, servicing, loss or destruction.
5. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured"

C. Exclusions

This self-insurance does not apply to any of the following:

1. Any claim settled without consent by the Program. However, this exclusion does not apply:
 - a. If such settlement does not adversely affect the University's rights; or
 - b. To a settlement made with the insurer of an "underinsured motor vehicle".
2. The direct or indirect benefit of any insurer or self-insurer under any workers compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An "insured" while "occupying" or when struck by any vehicle owned by the University that is not a covered "auto" for Underinsured Motorists Coverage under this Statement of Business Automobile Liability Self-Insurance Coverage;
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Statement of Business Automobile Liability Self-Insurance Coverage; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the University that is insured for Underinsured Motorists Coverage on a primary basis under any other insurance policy.
4. Punitive or exemplary damages.

D. Limit of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Self-Insurance Coverage

provided in Section II of this Statement of Business Automobile Liability Self-Insurance Coverage.

The coverage limit for Uninsured and Underinsured Motorists Coverage applies separately to damages caused by an “accident” with an “uninsured motor vehicle” and an “underinsured motor vehicle”.

2. No one will be entitled to receive duplicate payments for the same elements of “loss” under this Statement of Business Automobile Liability Self-Insurance Coverage.

The Program will not make a duplicate payment under this Statement of Business Automobile Liability Self-Insurance Coverage for any element of “loss” for which payment has been made by or for anyone who is legally responsible.

The Program will not pay for any element of “loss” if a person is entitled to receive payment for the same element of “loss” under any workers’ compensation, disability benefits or similar law.

E. Changes in Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. With respect to damages caused by an “uninsured motor vehicle”, the reference in Other Insurance in this Statement of Business Automobile Liability Self-Insurance Coverage to “other collectible insurance” applies only to other collectible uninsured motorists insurance,
2. With respect to damages caused by an “underinsured motor vehicle”, Other Insurance in this Statement of Business Automobile Liability Self-Insurance Coverage are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any coverage the Program provides with respect to a vehicle the University does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Statement of Business Automobile Liability Self-Insurance Coverage is provided:
 - (1) On a primary basis, the Program will pay only its share of the loss that must be paid under insurance providing coverage on a primary basis. The Program’s share is the proportion that its limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, the Program will pay only its share of the loss that must be paid under insurance providing coverage on an excess basis. The Program’s share is the proportion that its limit

of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

The following priorities of recovery apply:

- | | |
|--------|--|
| FIRST | The Underinsured Motorists Coverage applicable to the vehicle the “insured” was “occupying” at the time of the ‘accident’. |
| SECOND | The Underinsured Motorists Coverage applicable to an “auto” not involved in the “accident” under which the injured person is an “insured”. |

3. Duties in the Event of Accident, Claim, Suit or Loss is changed by adding the following:
 - a. An “insured” must promptly notify the police if a hit-and-run driver is involved, and
 - b. Any involved “insured” must promptly send the Program copies of the legal papers if a “suit” is brought.

F. Additional Definitions

As used in this Section VII:

1. “Family member” means a person related to an “insured”, who is a natural person, by blood, marriage or adoption who is a resident of such “insured’s” household, including a ward or foster child.
2. “Occupying” means in, upon, getting in, on, out or off.
3. “Uninsured motor vehicle” means a land motor vehicle or “trailer”:
 - a. For which no liability bond or policy applies at the time of the “accident”.
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. If there is no physical contact with the hit-and-run vehicle, the facts of the “accident” must be corroborated by competent evidence provided by an independent and disinterested person, other than an “insured” making the claim or any person “occupying” the covered “auto”.

However, “uninsured motor vehicle” does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

4. “Underinsured motor vehicle” means a land motor vehicle or “trailer” to which a “bodily injury” liability bond or policy applies at the time of an “accident” but its limit for “bodily injury” liability is either:
 - a. Not enough to pay the full amount the “insured” is legally entitled to recover as damages; or
 - b. Reduced by payments to persons other than an “insured”, injured in the “accident”, to less than the full amount the “insured” is legally entitled to recover as damages.

However, “underinsured motor vehicle” does not include any vehicle:

- a. Owned by or furnished or available for regular use by an “insured or that of any “family member” or any other “insured”.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.
- d. Owned or operated by a self-insurer under any applicable motor vehicle law.
- e. While located for use as a residence or premises.
- f. Which is an “uninsured motor vehicle”.

Reference: BRUN, Minutes, 63, p. 181 (October 19, 2001).
BRUN, Minutes, 65, p. 50 (June 5, 2004).
BRUN, Minutes, 70, p. 36 (September 9, 2011).
BRUN, Minutes, 71, p. 74 (July 18, 2013).
BRUN, Minutes, 75, p. 183 (December 5, 2019).
BRUN, Minutes, 76, p. 153 (April 8, 2022).

RP-3.2.8 Conflict of Interest and Conflict of Commitment

1. Introduction

University relations with industry, government agencies, individuals, and other enterprises outside the University constitute a complex network of interactions. These interactions have directed attention to potential conflicts of values and interests between these entities and academia. Conflict of Interest is addressed in Section 3.8 of the Bylaws of the Board of Regents as follows:

3.8 Conflict of Interest. No employee of the University shall engage in any activity that in any way conflicts with duties and responsibilities at the University of Nebraska System. The Board of Regents has adopted Regents Policy 3.2.8 and authorized the implementation of related policies and directives to properly avoid, disclose and manage potential conflicts of interest.

In addition to Section 3.8 of the Bylaws, Nebraska statutes relating to conflict of interest and nepotism apply to all public officials and employees of the University, including the provisions of §49-14,101.01 of the Revised Statutes of Nebraska.⁴

⁴ “A public official or public employee shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which the individual is associated.” and “A public official or public employee shall not use or authorize the use of personnel, resources, property, or funds under his or her official care and

Furthermore, federal funding agencies require that the University establish safeguards to prevent employees or consultants from using their positions for purposes ~~which~~that are motivated by (or even give the appearance of) a drive for private financial gain either for themselves or family members.⁵

Responsibility for assurance of compliance with this policy rests with the CEO/President and CAO/Chancellor of each campus. The CAO/Chancellors shall submit an annual report to the CEO/President detailing the compliance policies, procedures and management activities at their campus, including other administrative units to which they provide compliance services.

2. University-Wide Conflict of Interest Principles

~~Campus~~ conflict of interest policies will vary according to the unique roles and needs of each campus. However, each campus policy must ensure that broad University-wide principles are followed, including:

- 1) Prospects of financial gain must not unduly influence faculty and the University with regard to commercially imminent, product oriented research programs versus fulfilling the University's objectives of educating students, advancing basic knowledge and serving Nebraskans through the development and application of knowledge that enables them to develop better lives, stronger communities and genuine economic opportunity.
- 2) The University must avoid situations where the possibilities for personal gain for the Covered Person may be judged to be so significant that it is unreasonable to expect the Covered Person to exercise the objectivity necessary for public trust in the University and the rigor of its research.
- 3) Research agreements should encourage the free exchange of ideas and the sharing of research results regardless of the sponsoring entity. Some constraints may be required to protect proprietary information or intellectual property.
- 4) To the extent practicable and consistent with applicable law, the University must be appropriately compensated for private, commercial use of the public property under its stewardship.

Underlying these principles is the recognition that the University of Nebraska System is a public institution with a mission of serving the people of Nebraska through research, teaching and service.

3. Annual Report

Annually, each campus shall submit a written conflict of interest report to the CEO/President which includes at least the following information:

- 1) The number of conflicts disclosed, by appropriate academic unit.
- 2) A summary of the nature of the conflicts.⁶
- 3) The number of conflicts being managed through written plans, by college or designated organizational unit.

control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain. ... "

⁵ Including Public Health Service, National Institute of Health and National Science Foundation regulations and guidelines (42 CFR Part 50, Subpart F and 45 CFR Part 94.1), Department of Education regulations (34 CFR Part 75.524, 34 CFR Part 75.525 and 34 CFR Part 74.42), and FDA regulations (21 CFR Part 54).

⁶ Conflicts may be identified according to basic categories, for example, conflicts arising from ownership of stock, family relationships, potential undue influence, and the like.

- 4) The number of conflicts eliminated, by college [or designated organizational unit](#).
- 5) Other material or information related to the management of conflicts of interest at the campus.

4. Personnel Affected by Conflict of Interest and Conflict of Commitment Policy

Covered Person shall mean:

- 1) University administrative officers and employees, specifically including any University employees with delegated signature, purchasing or contracting authority on behalf of the University;
- 2) University employees and faculty engaged in outside employment or other activities specified in this policy (tech transfer/use of University facilities or equipment) that may create a Conflict of Interest; and
- 3) Sponsored Research investigators, including University employees, faculty, staff and support personnel (managerial/professional and office/service positions), volunteers, trainees, students, contractors and other persons under the direct control of the University of Nebraska [System](#), whether paid by the University of Nebraska [System](#) or not, who participate in Sponsored Research as defined in Section 6 of this policy 3.2.8.⁷

Conflict of Interest shall mean situations when a Covered Person's direct or indirect personal financial interests may compromise, or have the appearance of compromising, the Covered Person's professional judgment or behavior in carrying out his or her obligations to the University of Nebraska [System](#). This includes indirect personal financial interests of a Covered Person that may be obtained through third parties such as a Covered Person's Immediate Family, business relationships, fiduciary relationships, or investments.

Immediate family shall mean an individual who is the spouse, child, parent, brother, sister, grandchild, or grandparent, by blood, marriage, or adoption of the Covered Person.

5. Individuals and Organizations Responsible for Administration of Conflict of Interest and Conflict of Commitment Policy

At the University of Nebraska [System](#), all reporting of potential Conflicts of Interest should be undertaken with the goal of full disclosure. The [CEO/President](#) and [CAO/Chancellors](#) of each campus shall develop and implement a disclosure process and supporting procedures consistent with the principles set forth in this Policy, covering, at a minimum, sponsored programs administration, institutional review boards, any office of technology transfer, and any other responsible campus administrative officers. The [CAO/Chancellors](#) shall be responsible for overseeing their campus' reporting process and must designate an administrative officer who will be in charge of developing more specific written procedures for enforcing the policy. Each [CAO/Chancellor](#) shall submit their campus' processes and procedures to the [CEO/President](#) for review and approval.

The procedures for disclosure at each institution must, at a minimum, include the following:

- 1) Annual disclosures by *Covered Persons* ~~[who may have potential Conflicts of Interest](#)~~.

⁷ The term Covered Person includes the definition of an "Investigator" under NIH guidelines, specifically "the Principal Investigator and any other person who is responsible for the design, conduct, or reporting of research funded by the NIH, or proposed for such funding. The definition includes contractors or collaborators, as well as the Investigator's spouse and dependent children." See Responsibility of Applicants for Promoting Objectivity in Research for which PHS Funding is Sought (42 CFR Part 50, Subpart F, grants and 45 CFR Part 94, contracts).

- 2) A description of the process for developing, implementing, and overseeing conflict management plans, including a detailed process for managing and/or eliminating potential Conflicts of Interest.
- 3) A description of procedures for ensuring coordination among all University organizations with a role in oversight of conflicts.
- 4) A description of the process by which a Covered Person may address concerns regarding a Conflict of Interest situation or the management thereof.
- 5) A description of how:
 - Disclosures will be reviewed and retained, and the level of activity of each college ~~or institute on the campus~~ within each major administrative unit will be reported to the ~~CEO~~/President pursuant to subsection 3 above of this policy;
 - Responsible campus officials are to review and manage potential Conflicts of Interest;
 - The campus will provide related training and advice about Conflict of Interest issues;
 - The campuses will review and validate their program on a regular basis;
 - The campus will make its implementation procedures for this policy available publicly; and
 - The institution will enforce this policy and provide sanctions when necessary.

6. Conflicts of Interest Involving Sponsored ~~and Non-Sponsored~~ Research

Research is basic to the University's teaching and service missions. Good teaching and learning depend upon research. Likewise, through its research, teaching, and ~~service~~-service/outreach activities, the University's resources can best be brought to bear on public issues requiring objective, systematic study. Research forms an inherent part of departmental and collegiate missions, and brings recognition to the University and its faculty. All forms of research, which are within departmental and collegiate missions, and which maintain the high quality characteristic of the University, are appropriate to the University's open environment. Similarly, University teaching and ~~service~~-service/outreach activities have potential for commercial use and development.

Sponsored Research means research, training, and instructional projects performed by Covered Persons using any University space, materials, equipment or property that involves funds, materials or other compensation from sources outside the University through a grant or contract that obligates the University to a specified statement of work, sets forth binding financial terms in the form of a budget or up-front payment, or contains terms related to ownership of and rights to use intellectual property developed thereunder. Sponsored Research is a vital endeavor of the University; it allows faculty the means to pursue excellence in their research and scholarly activity, it expands opportunities for graduate and undergraduate student participation in research, it enhances the quality of University research facilities through public and private support, and it helps facilitate the commercialization of research and technology to benefit the University and Nebraska. The University encourages its faculty and staff to engage in both sponsored and non-sponsored research, recognizing that compliance with this policy can help assure that appropriate standards of accountability are met and extramural considerations do not hinder the dissemination or commercialization of research.

Each campus shall establish its own Sponsored Research application approval process, including applicable internal or external peer review systems and implementing best practices for approving federally, publicly and privately sponsored research projects. The ~~CAO~~/Chancellor shall be responsible for

overseeing the research approval process and must designate an administrative officer who will be in charge of developing more specific written procedures for implementing the policy. The procedures for Sponsored Research approval at each campus must at a minimum include procedures for disclosing, identifying, reviewing, managing and reporting conflicts and potential conflicts that arise with regard to Sponsored Research on their campus pursuant to Section 5 of this policy. Non-sponsored research, including all internally funded research, shall require similar oversight and compliance.

7. Openness of Research and Publication of Results

The traditions of free exchange of ideas and prompt dissemination of knowledge are fundamental to the University's mission and should govern all research, teaching, and ~~service-service/outreach~~ activities conducted by University faculty, staff and students. The University is committed to an open teaching and research environment, which ensures free faculty and student exchange of ideas, thereby contributing to the advancement of knowledge in all disciplines. As far as possible, the acceptance of support external to the University should not create situations ~~which that~~ curtail open discussion of the research among colleagues and students.

Industry and select governmental agencies typically treats the products of its research in a very confidential manner. On occasion, industry and select governmental agencies expects project participants to maintain the same degree of confidentiality with sponsored research. It is important to note that openness, freedom of discussion, and freedom to publish go to the very core of the University. Nonetheless, there are certain legitimate needs for confidentiality on the part of industry and relevant governmental agencies that must be met by Sponsored Research investigators. Data received from an industry or agencies sponsor and marked "confidential" or "classified" may be kept in a confidential of classified status for a stated or indefinite period of time. Also, it is prudent to recognize the need to maintain the confidential status of the results of the project for a period of time sufficient to determine patentability and filing of patent applications or as agreed upon in an agreement between the sponsor and the University. When appropriate, the University may enter into confidential agreements to protect proprietary information, where this is deemed necessary, either through direct agreement with an industrial sponsor or through an agreement between the sponsor and a University employee.

The ~~campus~~-official responsible for administration of research or other ~~campus~~-official designated by the CAO/Chancellor or CEO/President must ensure that all individuals who participate in industry-~~sponsored~~ or agency-sponsored research projects are fully informed in writing of the ownership and disposition of inventions and requirements of confidentiality regarding research results and other confidential or classified information provided by the sponsors of such projects.

Research conducted by faculty under industry or other commercial sponsorship must, as far as possible, maintain the University's open teaching, research, and service environment.

The ~~campus~~-official responsible for administration of research or CAO/Chancellor's or CEO/President's designee must review and approve any new, proposed, or ongoing faculty-industry interactions as these interactions might compromise the University's open teaching and research environment. The appropriate department chair(s) or director(s), dean(s), and in rare circumstances, the individual designated to perform the complete administrative review as described in Section 1--shall aid in this process and shall seek to resolve all potential problems prior to the approval of such interaction.

The campus official responsible for administration of research, compliance, or the CAO/Chancellor's or CEO/President's designee shall from time to time provide current information to the department chairs, deans, directors and faculty pertinent information for timely reporting of concerns regarding violation of the *Conflict of Interest* and Conflict of Commitment policy.

Faculty must have the right to disseminate their research results, indeed are obligated to do so. The University discourages individual faculty from agreeing to forego this basic right unless it is in the national interest. Likewise, the University will not unilaterally forego this right on behalf of its faculty, staff and students. However, the University and faculty may accept reasonable delays in submission of new

findings for publication or other release of information to enable sponsors or the University to obtain proprietary, [national security](#), or patent protection, for example. In special circumstances to be determined by the University, a researcher may waive his or her right to disseminate the results of his or her research and elect to enter an agreement to maintain the confidentiality of proprietary research for specified periods of time.⁸

The campus official responsible for administration of research, [compliance](#), or [the CAO/Chancellor or CEO/President's](#) ~~s~~-designee shall work with faculty engaged in industry- [or agency](#)-sponsored projects to provide written notification to support personnel and students involved in these projects, describing all contract and grant terms affecting them, including the possibility of delays in publication caused by the need of the sponsor to review manuscripts or any other obligations of confidentiality. Graduate students must not be assigned to thesis research topics [which](#)~~that~~ might be affected by confidential agreements. The appropriate campus official or [CAO](#)/Chancellor's designee may authorize exceptions where appropriate.

8. Outside Employment and Conflicts of Commitment

The University not only permits but expressly encourages faculty to pursue outside professional activities including interactions with industry, with or without compensation, which will enrich a faculty member's academic contributions to the University. Consulting can expose faculty to research problems and perspectives which may enrich faculty teaching, research, extension, and service backgrounds. However, faculty and administration must be sensitive that such interactions could cause *Conflicts of Interest* and must ensure that *Covered Persons* do not make unnecessary or inappropriate commitments of their time or expertise which can adversely affect the University and its mission. A conflict of commitment must be disclosed and managed when it constitutes a *Conflict of Interest* for a *Covered Person*.

The assumption that *Covered Persons* will devote their time and effort to the University in proportion to their appointments--that full-time appointment connotes full-time commitment of time, effort, and expertise to the University--is inherent in University employment. Outside consulting activities, often acceptable in themselves, can interfere with a University employee's paramount obligations to the University by placing significant, competing demands upon the time and energy of a *Covered Person* with the potential for the neglect of instructional, research and other employment obligations. In some circumstances, a *Covered Person's* proposed outside activities may directly conflict with the objective of assignments within the University.

The University, through an outside employment policy enacted by the Board of Regents, seeks to minimize the potential for conflict of commitment by several mechanisms. The time that may be devoted to outside activity is normally limited to two working days per month; greater time commitments require specific approval of the [Board of Regents](#) [CEO/President](#). (For practical reasons, faculty are given considerable freedom in the scheduling of any outside activities.) In addition, the University must examine the application of an employee's expertise to proposed educational, industrial, or other consulting activities to assure that any *Conflict of Interest* and/or conflict of commitment is properly disclosed and managed. Hence, the University requires prior disclosure of proposed consulting, extramural teaching, or other activities to the department chair and the prior approval of the college dean and campus administration. Such disclosure may be made by completing the appropriate campus form for disclosure of outside employment and may require the provision of additional documentation to the chair, dean, or other administrator.

In certain other circumstances, the specific approval of the [Board of](#) [CEO/President](#) [Regents](#) may be required. The relevant policy of the Board of Regents is set forth in Section 3.4.5 of the *Bylaws of the Board of Regents*.

⁸ An example of such a circumstance would be research performed pursuant to a contract with an agency of the federal government requiring security clearance.

Outside Activity and Employment. As University-industry relationships increase with a growing desire for consultantships and other professional activities outside the University, University employees must continue to observe the University policy on outside employment embodied in Section 3.4.5 of the Bylaws of the Board of Regents. In addition, University employees must observe the Board of Regents policy on Conflict of Interest stated in Section 3.8 of the *Bylaws of the Board of Regents*. Accordingly, each campus shall develop appropriate forms for employees to disclose 1) potential *Conflicts of Interest*, and 2) outside employment in order for review, documentation, approval and management of *Conflicts of Interest* and outside employment.

Department chairpersons, department heads, deans, and directors have primary responsibility to review the specific nature of each proposed outside professional activity within their respective areas of administrative responsibility and to deny approval to any such activity ~~which~~^{that} would interfere with the normal University duties of the employee involved and to require proper disclosure and management of any *Conflict of Interest*.

It is impossible to anticipate all questions which may arise in connection with the application of Section 3.4.5 of the *Bylaws* to the varied outside professional activities of employees. However, several general guidelines are set out below to assist in the administration of this policy:

- 1) Section 3.4.5 of the *Bylaws* does not apply to Office and Service staff.
- 2) Section 3.4.5(a) of the *Bylaws* requires ~~Regental~~^{Regental} ~~CEO/President~~ approval of outside professional activities where the employees will accept retainer fees or other remuneration on a permanent or yearly basis as a professional consultant. The key consideration in determining whether there will be acceptance of a retainer fee or remuneration on a permanent yearly basis is the nature of the professional business relationship between the employee and his or her client or patient. If this business relationship is one where the employee is obligated at the beginning of the professional relationship with a client or patient to provide professional services over a period of one year or longer, then approval by the ~~Board of~~^{Regental} ~~CEO/President~~ ~~Regents~~ is required.
- 3) In addition to obtaining prior approval of the department chair and campus administrator, Section 3.4.5(b) of the *Bylaws* requires ~~Regental~~^{Regental} ~~CEO/President~~ approval of outside professional activity requiring more than an average of two days per month during the period of the employee's full-time employment. The Board of Regents has interpreted this language to mean two days per month during the assigned work week. For this reason, ~~Regental~~^{Regental} ~~CEO/President~~ approval will only be required when an employee's outside professional activities will prevent the performance of his or her assigned duties at the University more than an average of two days per month during the period of full-time employment.
- 4) Section 3.4.5 of the *Bylaws* requires ~~Regental~~^{Regental} ~~CEO/President~~ approval of outside professional activity involving the charging of fees for work performed in University buildings with University equipment and materials. The ~~CEO/President~~ and ~~CAO/~~^{CAO/}Chancellors are authorized to develop specific policies with regard to the charging of fees for work performed in University buildings with University equipment and materials.
- 5) Section 3.4.5 of the *Bylaws* does not require individual approval of each separate client or patient relationship for professionals such as accountants, engineers, architects, lawyers, psychologists, therapists, etc. It is sufficient that the nature of the outside professional activity be generally described so that appropriate evaluation may be conducted regarding potential interference with University duties, *Conflict of Interest*, and conflict of commitment. So long as none of the circumstances requiring ~~Regental~~^{Regental} ~~CEO/President~~ approval under subparagraphs (a), (b), (c), and (d) of Section 3.4.5 of the *Bylaws* exist, no further information need be provided by the employees, and the professional activity

may be approved by the CAO/eChancellor upon the recommendation of the appropriate dean or director.

- 6) Activities for a professional organization with which an employee is associated do not constitute the type of professional activity coming within the scope of Section 3.4.5 of the *Bylaws* unless a professional service is provided to the organization for which the employees is paid a professional fee which is commensurate with the actual value of the professional service provided.

The foregoing should not be construed to relieve any employee of complying with applicable policies or regulations of the department, college, division, campus, or University with regard to time one is allowed away from regular University duties.

University employees proposing outside employment or a consulting relationship of any nature pursuant to Section 3.4.5 of the *Bylaws* are required to complete the appropriate campus form for disclosure of outside employment.

Furthermore, consistent with the foregoing policy statement regarding conflicts of commitment and the effect such conflicts can have on a faculty member's research programs and the duties faculty members owe the University, University employees proposing outside employment or a consulting relationship with a third party shall disclose to the University any: i) confidentiality or non-disclosure agreements, ii) non-compete agreements or any agreement containing a non-compete clause, iii) assignments of intellectual property rights to the contracting party, and iv) involvement with commercial or educational enterprises where the name of the University may be used for commercial gain to the CAO/Chancellor or the CAO/Chancellor's designee. Although agreements of this type can be problematic, the University shall endeavor to promptly review such agreements and resolve any potential conflict of commitment to allow the University employee to perform the proposed outside employment or consulting while maintaining the integrity of their research projects and commitments to the University.

9. Conflicts of Interest Involving Technology Transfer

University projects have resulted in the creation of new Nebraska businesses which have transferred research results into products and services and which have contributed to the State's economy. Certain research discoveries lend themselves to commercialization by starting new ventures through the University or through faculty rather than the traditional licensing to existing companies. Moreover, this means of commercializing discoveries may be the best, or in some instances the only, means to transfer such new technology. The University recognizes this as an acceptable method of commercializing discoveries when it is in the best interests of the University, the State, and the inventor and is the most effective means to transfer such technology.

In establishing new companies to commercialize University technology, the University may accept equity positions or combinations of equity and future royalties in return for licensing the technology. This is an acceptable University activity and is an integral part of the technology transfer program. However, in such situations, reasonable limits on the University's involvement with respect to administrative time and the amount of equity taken must be observed. University technology transfer activities shall be governed by Section 3.10 of the *Bylaws* and Section 4.4.2 of the *Policies*. Such oversight will enable the University to be aware of and take steps to prevent or manage potential *Conflicts of Interest* which may arise, involving, among other things, favoritism in future dealings with the same company, discrimination against its competitors, or the use of public funds for private gain. Accordingly, University direction of the company must be limited in time, and the amount of equity taken must be less than controlling. The Board of Regents has separately authorized and delegated authority to the University Technology Development Corporation (UTDC), and nothing in this policy is intended to limit the authority of UTDC as it relates to properly managing or preventing conflicts of interest or otherwise.

Conflict situations also apply to any profit- or nonprofit-affiliated private entities established by the University or one of its employees. Therefore, in the University's relations with all such entities, the *Conflict of Interest* policy must be followed.

Where University technology is transferred in return for an equity position, or royalties, or projects are to be performed in exchange for an equity position, the affected University employees must fully disclose such proposals, and a suitable arrangement that reflects the Regents Policy must be concluded prior to approval of the proposal.

For-profit entities have been formed specifically to fund research and development, such as research and development limited partnerships. Such entities solicit investors from members of the public. There is the possibility that prospective investors may be induced to invest by what appears to be University involvement in the funding entity or by unrealistic expectations of the outcome of the projects. In either event, the name of the University could be unfairly traded upon. Therefore, care must be taken that the investor solicitation is consistent with the potential outcome of the research and the policy on the use of the University's name.

Where appropriate, the University may accept equity in a company as complete or partial payment for transferring University technology to the company for commercialization. Only the Board of Regents may approve acceptance of equity in a company upon the recommendation of the CEO/President.

The University may designate individual(s) to hold membership on the board of directors of a company in which the University holds equity.

University faculty, administrators, or other members of the University community holding any such board of directors membership shall oppose or absent themselves, as appropriate, from any funding decisions or other decisions relating to the University which:

- 1) violates or is contrary to any law or University policy or procedure in regard to grants or contracts;
- 2) would constitute a Conflict of Interest with such person's University office of employment; or
- 3) involves improper use of University (public) funds.

When external entities raise funds for University projects through any form of investment offerings, University personnel must scrupulously avoid the endorsement of any such offering or any statement of potential research results. The University's prior written consent must be obtained to use its name in connection with advertising or promotion of any investment offering.

The past history of funding of University research or other projects by any company or firm shall not have any bearing on purchasing decisions made by the University of Nebraska System.

10. Institutional Conflicts of Interest

An *Institutional Conflict of Interest* may occur when the University or a *Covered Person* in a senior administrative position has a financial interest in a commercial entity that itself has an interest in a University research project, including potential conflicts with equity/ownership interests or royalty arrangements. Each campus shall develop and establish processes and procedures for review of institutional conflicts involving technology transfer or other commercial activities. This process must at a minimum include:

- 1) Procedures for identifying and overseeing institutional *Conflicts of Interest*;
- 2) Principles and strategies for managing institutional *Conflicts of Interest*; and

3) Principles and strategies for institutional management of equity.

Each [CAO](#)/Chancellor shall submit their campus' processes and procedures for review of institutional *Conflicts of Interest* to the [CEO](#)/President for review and approval.

11. Appeal of Administrative Decisions

Each campus shall assure that an appeal mechanism is in place to allow Covered Persons to appeal an adverse decision relating to this policy.

Reference: BRUN, Minutes, 58, pp. 11-12, (February 13, 1993).
BRUN, Minutes, 60, p. 20, (March 24, 1995).
BRUN, Minutes, 69, pp. 16-30, (March 5, 2010).

RP-3.2.9 Access to Retirement Accumulations (Repealed)

University of Nebraska [System](#) Access to Retirement Accumulations, adopted February 28, 1998, BRUN Minutes, 62, p. 16, has been repealed.

Reference: BRUN, Minutes, 62, p. 16 (February 28, 1998).
BRUN, Minutes, 68, pp. 6-8 (January 23, 2009).

RP-3.3 Conditions of Employment

RP-3.3.1 Vacation Accrual: Academic-Administrative Staff

The maximum vacation which may be earned and accrued by members of the Academic-Administrative (all-year) staff, effective April 1, 2007, shall be two hundred eighty (280) hours; provided that any employee who has accumulated more than 280 hours of vacation as of said effective date shall be entitled to retain any such excess vacation over 280 hours for future use. The basis for computation is the accrual of sixteen (16) hours of vacation per monthly pay period.

If an employee's balance of floating holidays is in excess of 32 hours, the employee must first submit floating holiday absences to bring that balance to 32 or less prior to submitting vacation leave.

The service date shall be the basis from which number of years of employment is determined, and this is defined as the month in which current continuous service began in a permanent full-time status. Vacation time is to be credited beginning the month of hire in a permanent, full-time status with the accrual of pro-rata entitlement at the end of that monthly pay period; assuming supervisory approval, vacation time may be taken as it accrues without a specified waiting period.

Reference: BRUN, Minutes, 37, p. 145 (June 29, 1974).
BRUN, Minutes, 66, p. 81 (March 9, 2007).

RP-3.3.2 Vacation Accrual: Managerial-Professional Staff

The [CEO](#)/President shall designate those members of the all-year managerial-professional staff employed within the [Central Administration](#)[University of Nebraska System](#) who shall be allowed vacation benefits allowed to members of the all- year academic-administrative staff.

Subject to guidelines and policies established by the [CEO](#)/President, the [CAO](#)/Chancellors shall designate those members of the all-year managerial-professional staff employed within their respective administrative units who shall be allowed vacation benefits equal to the same benefits allowed to members of the all- year academic-administrative staff.

Reference: BRUN, Minutes, 43, p. 46 (May 18, 1979).
See also Bylaws BRUN (1973+), s. 3.4.2.

RP-3.3.3 Sexual Harassment

Any time the University of Nebraska System, as an employer, is (1) required to undertake any expense in investigation and/or defense of an allegation of sexual harassment, and the allegation is ultimately substantiated in whole or in part as a violation of law or University policy relating to sexual harassment or (2) to pay any settlement or pay any judgment as a result of a substantiated complaint of sexual harassment, the University of Nebraska System shall proceed against the culpable employee or former employee for all expenses, settlements, and judgments incurred by the University of Nebraska System in reference therefore, so that the University of Nebraska System shall be saved harmless from any expenses or liability arising out of such employee misconduct.

Reference: BRUN, Minutes, 48, pp.107-108 (May 14, 1983).

RP-3.3.4 Grievance Policy: General Non-Academic⁹

1. Introduction

The Board of Regents is committed to preserving and improving cooperative and effective work relationships among all University employees. The Board encourages any employee who feels he or she is not receiving fair treatment at the University to use the grievance procedures set forth in this policy. Employees who believe they may have a grievance are encouraged to contact the Human Resources Department at their campus or administrative unit for assistance with interpretation or implementation of this policy. This policy supersedes any college or departmental grievance policies for office-service and managerial-professional employees.

In order that grievances are handled on a consistent basis throughout the University, these procedures are adopted for implementation by the administrative units that compose the University.

2. Eligibility

All regular managerial-professional and office-service staff who have successfully completed their six (6) month post-hire probationary period, and such academic-administrative staff and other academic staff for whom access to established academic grievance procedures is not available (any of whom are referred to herein as a "Staff Member"), are eligible to access the process described in this policy.

3. Grievance Procedure

For purposes of this policy, a grievance must be based upon a difference arising between the Staff Member and the University as to the interpretation or application of written University policy, rules or procedures relating to terms and conditions of the Staff Member's employment, except that the determination of position classification, salary or wage levels, performance evaluation,

⁹ Grievances relating to alleged discrimination based on race, age, color, religion, sex, disability, national origin, marital status, veteran status, sexual orientation, or retaliation due to an individual's initiation of or participation in an investigation regarding such discrimination allegations are covered under a separate policy entitled [administrative units should insert the name of the policy that covers grievances based upon prohibited discrimination].

For issues in the area of disability and/or accommodation, grievances are to be filed with the University's ADA/504 Compliance Officer, 402-472-8404.

Complaints against members of the academic-administrative staff when acting in an academic capacity are to be filed with [administrative units should insert the name and contact information of the appropriate campus body].

reduction-in-forced decisions, and terminations of an “employment-at-will” (as that term is defined under Nebraska law) are not subjects covered or deemed grievable under this policy; provided however, that any termination of the “employment-at-will” of a Staff Member must first be reviewed and approved by the Director of Human Resources. (Throughout this policy, any reference to the Director of Human Resources means the Director of the administrative unit where the Staff Member works. Any responsibility or authority assigned to a Director of Human Resources in this policy may be delegated to a member of the Human Resources staff or other appropriate designee.) Terminations which are deemed to be “terminations-for-cause” are grievable under this policy.

Grievances are limited to matters of interpretation and application of University employment policies, rules and procedures; the establishment or substantive content of such a policy, rule or procedure is not grievable. College or Departmental policies and rules may be grieved if the Staff Member can show that the College or Departmental policy or rule is contrary to a University policy, rule or procedure. In such cases, University policies, rules and procedures shall take precedence.

The Director of Human Resources for the relevant campus or [Central Administration](#) ~~administrative unit in cases involving Central Administration~~ has the responsibility of interpreting this policy and will determine whether or not a matter is grievable. If a matter is found to be non-grievable, such Director will work with the appropriate parties to try to resolve the concern.

The grievance process described in this policy is an internal, informal process, intended to facilitate open communication and exchange of relevant information and to allow for a meaningful, honest review of the grievance. In order to promote the informal and open exchange of information, attorneys (whether or not they are acting in the capacity of the Staff Member's lawyer) shall not be permitted to participate in meetings or physically accompany either the University representatives or the grieving Staff Member throughout this process. Other venues are better suited to accommodate the formalities interjected by legal counsel. A non-lawyer advisor may accompany a grieving Staff Member throughout the process to provide advice and support. The non-lawyer advisor may not actively participate in the process; e.g. presenting evidence and directing questions to or otherwise communicating with supervisors, panel members or University representatives are not permitted activities. No activity or documentation arising as a result of this policy is deemed to be subject to Public Records laws or Open Meetings laws, unless University legal counsel advises otherwise. The Staff Member alleging a violation of policy is encouraged to informally discuss the matter with his/her immediate supervisor in an attempt to reach a resolution prior to initiating a formal grievance. No audio or video recordings shall be made in relation to the processes described in this policy.

Step 1: Appeal to the Immediate Supervisor

If the discussion surrounding the alleged incident or occurrence does not resolve the matter to the satisfaction of the Staff Member, the Staff Member may file a formal grievance with his/her immediate supervisor and the Director of Human Resources within twenty (20) workdays following the discussion.

If the grievance is based in any part upon the immediate supervisor's acts, the Staff Member may present the written grievance solely to the Director of Human Resources who will determine whether the immediate supervisor or another individual associated with the Staff Member's work area is more appropriate to respond to the grievance.

The written grievance shall specify:

- the exact nature of the alleged grievance;
- details regarding the policy, rule, or procedure allegedly violated;

- the specific remedy requested;
- a specific statement that the Staff Member wishes to initiate a grievance pursuant to the procedures contained in this policy.

While supporting information or clarification may be requested or presented in subsequent steps of the grievance process, the Staff Member is responsible for identifying all issues and allegations relevant to the grievance in this writing. No additional matters may be raised once the written grievance is filed with the Director of Human Resources. Additional allegations or requested remedies may be addressed only through a separate grievance process. At the discretion of the Director of Human Resources, multiple grievances filed by one or more Staff Members may be combined into a single grievance, if such an action promotes a more meaningful review of the matter.

Within ten (10) workdays of receiving the written grievance, the immediate supervisor (or other individual designated by the Director of Human Resources) will draft and deliver to the grieving Staff Member a written response to the written grievance. The person writing the response may confer with a Human Resources representative, his/her supervisors or other parties relevant to the grievance, as needed.

Step 2: Appeal to the Next Level Supervisor

Should the Staff Member remain dissatisfied, he/she may, within five (5) workdays of receiving the Step 1 written response, submit a written request to the Director of Human Resources to appeal to the “next-level supervisor”. The request to appeal shall include a clear explanation of why the Staff Member disagrees with the Step 1 response. *(Due to the complexity of the University’s organizational structure, the Director of Human Resources shall have the authority and discretion to determine the person best suited within the Staff Member’s work unit to serve as the “next-level supervisor”).*

The Director of Human Resources shall deliver to the next-level supervisor the Step 1 written grievance and response, along with the Step 2 written request to appeal. The next-level supervisor shall review those documents and may gather such other information from such sources as he/she deems necessary and relevant to the appeal. After considering all of the relevant information, the next-level supervisor shall render a written decision. This decision must be submitted to the Director of Human Resources with fifteen (15) workdays following receipt of the Staff Member’s request to appeal. The Director of Human Resources shall promptly deliver the decision to the Staff Member.

Step 3: Appeal to the [CAO/Chancellor/](#)[CEO/](#)President through a Grievance Panel

Should the Staff Member remain dissatisfied, he/she may, within five (5) workdays of receiving the Step 2 decision from the next-level supervisor, submit a written request to the Director of Human Resources to appeal through a Grievance Panel to the [CEO/President](#) (for Staff Members employed [not employed within a campus-based unit at Central Administration](#)) or to his/her [CAO/Chancellor](#) (for Staff Members employed at a campus). The request to appeal shall include a clear explanation of why the Staff Member disagrees with the Step 2 decision.

A Grievance Panel will be appointed by the [CEO/President](#) or the [CAO/Chancellor](#), as applicable, and shall be composed of three (3) full-time employees, at least one of which shall be of the same employment category (Academic-Administrative, Office-Service or Managerial- Professional) as the grieving Staff Member. No one with a personal or professional interest in the outcome of the grievance is qualified to serve on the Panel. The Panel members shall select a chair from among themselves. *(In accordance with*

their individual modes of governance, administrative units may or may not establish standing committees or pools of persons eligible to stand for appointment to the Panel.) The grieving Staff Member and his/her supervisor(s) shall be promptly notified of the composition of the Panel.

Within five (5) workdays of receiving notice of the appointments to the Panel, the grieving Staff Member or his/her supervisor(s) may notify the Director of Human Resources in writing of any reason why any member of the Panel is not qualified to serve. The Director of Human Resources shall consult with the [CAO/Chancellor](#) or the [CEO/President](#), as applicable, regarding the Panel composition. In the [CAO/Chancellor's](#) or [President's](#) discretion, another appointee may be substituted, if it is determined the grievance process would be better served by another person.

The Panel will meet with the Staff Member, the immediate supervisor and any other person deemed by the Panel to have relevant information about the subject of the grievance. The Panel may gather such information from such sources as are available and meaningful to the appeal. The activities and deliberations of the Panel are not open to the public. The panel's work will be confidential, except to the extent the Panel's work must be revealed to those with a legitimate need to know (e.g. Staff Member's supervisors, persons with information relevant to the grievance, Human Resources staff).

The Panel will be guided by University policy in reaching its decision. Irrelevant or exceedingly redundant information may be excluded from its consideration. The Panel shall not supplement, subtract or otherwise alter the content of the allegations contained in the grievance; nor is it authorized to impose or recant sanctions. The Panel acts only in an advisory capacity to the [CEO/President](#) or relevant [CAO/Chancellor](#).

The chairperson of the Panel will, within twenty (20) workdays after the Director of Human Resources receives the Staff Member's written request to appeal under this Step 3, submit the written recommendations of the Panel to the [CEO/President](#) or relevant [CAO/Chancellor](#), who oversees the administrative unit.

Within twenty (20) workdays after receiving the Panel's recommendations, the [CEO/President](#), the [CAO/Chancellor](#) or a designee on his/her behalf will notify the grieving Staff Member, in writing of the final disposition of the grievance. Such decision will be final and binding on all parties. There will be no further appeal within the University of Nebraska [System](#).

4. Timelines

The amount of time for filing and decision making under this policy is intended to provide for a prompt, yet thorough, review and resolution of grievances. Parties must adhere to this timeline in order to ensure the benefits of participating in this process. However, should the Director of Human Resources determine that special circumstances or the nature of the grievance are such that additional time will allow for a more meaningful, well-supported resolution of the matter, then the Director may grant an extension of a specific amount of time in a writing, delivered to all parties with a need to know.

If the grieving Staff Member does not submit a written request to move the grievance forward within the specified time period and is not granted an extension prior to the passing of that deadline, it will be assumed the Staff Member is satisfied and the grievance will be discontinued.

If the immediate supervisor, the next-level supervisor or the Panel fails to deliver a written response or decision within the specified time period and is not granted an extension of time prior to the passing of that deadline, the grievance will automatically advance to the next level of review.

The Director of Human Resources shall record and maintain the timeline associated with each grievance.

5. Withdrawing a Grievance

A Staff Member may terminate his/her grievance under this policy at any time by delivering to the Director of Human Resources a written notification requesting such withdrawal.

6. Retaliation; Pending Employment Actions

Retaliation of any type shall not befall any person for participating in the grievance procedure set forth herein. University employees engaged in such retaliation will be subject to disciplinary action, including the potential for dismissal. A grievance based upon retaliation may be treated as separate offense and is grievable under this policy. While such retaliation is prohibited, the mere filing of a grievance will not forestall any employment action, unless the Director of Human Resources determines otherwise.

7. Pay Status When Participating in the Grievance Procedure

For an employee in-pay status, whose participation is required at a meeting, interview, or other activity as part of a grievance under this policy, time devoted to such participation will be considered as regular hours worked.

Reference: BRUN, Minutes, 41, p. 165 (February 18, 1978).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 66, p. 11 (March 3, 2006).

RP-3.3.5 Union Solicitation

Solicitations of union membership by individuals who are not employees of the University of Nebraska System will be allowed on the University campuses in nonworking areas during nonworking hours, excluding ~~coffee-breaks~~ of employees involved, provided that such solicitation is not disruptive.

Solicitation of union membership by employees of the University campuses will be allowed in nonworking areas during nonworking hours, including ~~coffee-breaks~~, provided that such solicitation is not disruptive.

General distribution of union materials on the University campuses will be allowed in nonworking areas during both working and nonworking hours provided that the same shall not be disruptive.

Posters and notices relating to union activity or organizational efforts may be posted on such bulletin board and at such times and under such terms and conditions as the University administration, in the reasonable exercise of its discretion, may designate and determine.

Labor organizations may hold meetings whether for the purposes of organization, solicitation of membership, or otherwise in University facilities during nonworking hours provided that the use of such facilities shall be subject to the same terms and conditions as are uniformly applicable to the use of the University facilities by non-University-related organizations; and, provided further, that such meetings shall be held in such manner and at such times as not to interfere with the regularly scheduled working hours or classroom schedule of the University or its employees. For the purpose of this rule only, nonworking hours shall mean those hours between 5:00 p.m. in the afternoon and 8:00 a.m. in the morning during weekdays and the hours from 12 noon Saturday to 8:00 a.m. on the following Monday for weekends.

Reference: BRUN, Minutes, 35, pp. 228-229 (February 3, 1973).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-3.3.6 Payroll Deductions for Union Dues

The Board approves the Nebraska Association of Public Employees and the American Federation of State, County, and Municipal Employees as employee organizations whereby an employee who desires to voluntarily participate in them may execute an order authorizing the withholding from his or her wages such sums as he or she so designates each month or pay period and the same to be paid to the designated employee organization.

Reference: BRUN, Minutes, 37, p. 278 (December 14, 1974).

RP-3.3.7 Graduate Teaching Assistants

It is the policy of the Board of Regents of the University of Nebraska System that each campus of the University shall provide procedures for recruiting, training, and evaluating Graduate Teaching Assistants in each academic department or unit employing teaching assistants. The training components will include English language enhancement when appropriate.

Reference: BRUN, Minutes, 44, p. 9 (November 16, 1979).

RP-3.3.8 Nebraska College of Technical Agriculture Personnel Policies

The Nebraska College of Technical Agriculture is under the control and management of the not part of the University of Nebraska but is governed by the Board of Regents (Neb. Rev. Stat., § 85-121) and its administrative officers; and is under the general administrative control responsibility is assigned to of the Vice Chancellor for the Institute of Agriculture and Natural Resources.

In the absence of separately The Board approved separate personnel policies for the Nebraska College of Technical Agriculture, the applicable policies for the University of Nebraska System shall apply.

Reference: BRUN, Minutes, 38, p. 11 (January 18, 1975).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-3.3.9 Endorsement of Commercial Goods and Services by the University and University Staff

An endorsement refers to statements, appearances and other actions engaged in primarily for the purpose of publicly promoting (e.g. advertising) the commercial value of a commercial good, service or business entity to its potential customers. This policy shall apply to all forms of commercial endorsement whether explicit or implied, including but not limited to, personal appearances, print media, radio, television, and Internet.

It is the policy of the University to not be perceived as endorsing commercial goods, services or businesses in connection with personal endorsement activities of University employees. Accordingly, it is generally not appropriate for an employee to engage in personal commercial endorsement activity primarily by virtue of his or her status as an employee of the University.

When an employee engages in a permitted endorsement activity, it should be clear that the employee is acting as an individual and not on behalf of the University. Reasonable precautions must be taken to prevent use of the University's name or any of its units in ways that suggest that the University sponsors or endorses goods, services or a business involved in an employee's permitted commercial personal endorsement activity.

1. University Endorsements; Required Approval. The University shall not advertise, appear in commercials for the benefit of, or otherwise endorse the goods, services or businesses of any person or entity outside of the University without prior written approval from the CEO/President or the relevant CAO/Chancellor (or their authorized designees).

2. Individual Employee Endorsements; Required Approval; Exception. No employee of the University shall advertise, appear in commercials of, or otherwise endorse the commercial goods, services or business of any person or entity outside of the University to promote the commercial goods, services or business of a non-University entity or person without prior written approval from the CEO/President or the relevant CAO/Chancellor (or their authorized designees). The foregoing shall not apply to (a) commercial advertising or endorsement of scholarly books, publications or materials from publishing houses of standing authored or co-authored by the employee, or in connection with University-sponsored educational materials as authorized by Section 3.11 of the Bylaws of the Board of Regents, or (b) an employee publicly promoting or advertising the work, services or fund raising activities of a tax-exempt nonprofit charitable organization.
3. Interpretation of Policy. Nothing in this policy shall be interpreted to:
 - a. Hinder or interfere with the scholarly study, research and evaluation of goods, services or business operations; or the dissemination of findings and data related to the same.
 - b. Prohibit a University employee from responding to an inquiry or reference request from a specific potential customer regarding the University's experience with or evaluation of some good, service or vendor; provided that such response shall not be incorporated into a publicly disseminated advertising.
 - c. Adversely affect the University's ability to enter into agreements with respect to commercialization of its intellectual property, and to publicly promote and advertise the commercial value of its intellectual property.
 - d. Adversely affect the University's ability to enter into licensing agreements with respect to its logos, trademarks and other trade indicia.
 - e. Adversely affect the University's ability to accept sponsorships and other gifts and to publicly recognize the generosity of the donors of sponsorships and gifts.
 - f. Prohibit a University employee from publicly promoting or advertising the work, services or fund raising activities of a tax-exempt nonprofit charitable organization.

Reference: BRUN, Minutes, 19, p. 145 (December 17, 1949).
BRUN, Minutes, 66, p. 100 (June 14, 2007).

RP-3.3.10 Years of Service for Transferred Employees

Neb. Rev. Stat., § 85-1,119, specifies that employees transferred from Kearney State College to the University of Nebraska System retain their status of employment accrued through June 30, 1991, at Kearney State College. "Status of employment" is interpreted as including years of service for any purpose for which years of service is a qualifying factor.

Reference: BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-3.3.11 Family/Medical Leaves of Absence

All regular Academic/Administrative, Managerial/Professional, and Office/Service employees of the University of Nebraska System with an FTE of .50 or greater, as well as other employees (including graduate student and temporary employees) who have worked for at least 1,250 hours during the year preceding the start of the requested leave, are eligible for family/medical leaves of absence according to the provisions contained herein.

1. Purposes

a. Family/medical leaves of absence may be used for the following reasons:

- 1) To address a serious health condition of the employee's child, parent, or spouse. A serious health condition shall mean a disabling physical or mental illness, injury, or impairment which requires any of the following:

- in-patient care in a hospital, nursing home, or hospice; or
- constant in-home care; or
- continuing treatment by a health care provider.

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

- 2) To address a serious health condition of the employee which prevents the employee from performing the essential functions of his or her job.
- 3) To address maternal/paternal concerns associated with the birth of a child or the placement of a child with the employee for adoption or foster care.
- 4) In association with a death in the immediate family, "immediate family" shall mean wife, spouse, children, parents, grandchildren, grandparents, or persons bearing the same relationship to the spouse. The term shall also include brothers, sisters, brothers-in-law, and sisters-in-law.

b. Family/medical leave may be taken in conjunction with sick leave, vacation leave, or funeral leave (as may be appropriate based on the circumstances necessitating the employee's absence). Note: Existing policy allows use of paid sick leave for medical incapacity related to pregnancy and childbirth and up to five (5) days paid sick leave when illness or injury to, or death of, a member of the immediate family demands the employee's presence. Please see sick leave and funeral leave policies.

2. Financial

a. Family/medical leaves of absence shall be without pay.

b. The employee may request that a paid leave balance (i.e., sick leave, vacation leave, funeral leave) be charged for all or part of the family/medical leave if such paid leave would otherwise be granted based on the reason for the absence. In such cases, the paid leave time will apply toward the family/medical leave period as defined in paragraph 4.a.

c. Employees on family/medical leave, who are enrolled in the University's insured benefit programs, may continue to participate in such programs and continue to receive employer contributions for the period of family/medical leave.

d. Employees on family/medical leave may retain accrued, unused vacation and sick leave but shall not accrue such leave while on unpaid family/medical leave status.

3. Approvals

- a. It is the intent of this policy that employees will have a right to family/medical leaves of absence for the purposes stated in Section 1; however, in order to assure uniformly fair administration of the policy, the specific terms of each family/medical leave will be subject to administrative review and approval through a process to be established by each campus and set forth in a written policy statement.
- b. Requests for family/medical leaves of absence must include the reason for the request and the anticipated time period and must be approved through the appropriate campus process as provided in Section 3.a. above. Appropriate certification or documentation may be required by the University.
- c. Requests for foreseeable family/medical leaves of absence shall be made as reasonably far in advance as possible (if possible, thirty (30) days in advance). Unforeseeable family/medical leave may be requested as soon as practicable (within one or two working days of becoming aware of the need for family/medical leave).
- d. If the timing of the family leave as requested will cause undue hardship on the department or the University and if the timing of the leave can reasonably be altered without conflicting with the employee's purpose for requesting the leave, the department may suggest alternative dates which will accommodate the employee while still meeting the needs of the University. Such alternatives may include modification of the proposed starting/ending time periods, alternative working schedules, or other reasonable approaches. If the employee and the department cannot agree upon the details of the leave, the request shall be referred to the appropriate administrator (as defined by each campus within the written policy statement).

4. Time Provisions and Limitations

- a. Total use of family/medical leave by an employee may not exceed twelve (12) work weeks in any rolling 12-month period, measured backward from the date an employee uses any family/medical leave (except that such measure may not extend back before August 5, 1993).
- b. Under exceptional circumstances if leave for a longer period is needed, the employee may request an unpaid "personal leave of absence" for a total period of time which, when combined with the family/medical leave and other paid or unpaid leaves, does not exceed one year. Such leave may be granted when it is in the best interest of the institution and shall be governed by the appropriate policy for the applicable personnel category. The employee may continue to participate in the University's insured benefits programs while on an unpaid "personal leave of absence" provided he or she pays the full employer and employee contributions while on such status.
- c. Family/medical leave may be taken on an intermittent (rather than on an uninterrupted) basis or on a reduced schedule if medically necessary as a result of an employee's serious health condition or that of his or her spouse, child, or parent or when the reason for the leave is the birth of a child or the placement of a child for adoption or foster care.

5. Reinstatement

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

6. Family Medical Leave Act of 1993

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

Reference: BRUN, Minutes, 57, p. 245 (November 7, 1992).
BRUN, Minutes, 58, p. 160 (September 10, 1993).

RP-3.3.12 Crisis Leave Sharing Policy

1. Background

As the demographics of the workforce continue to change, it is important that employers recognize changes and adopt appropriate workplace policies. One such change is the increasing trend toward families with all caregivers employed resulting in a greater number of circumstances in which an unexpected family crisis necessitates an employee's absence from the workplace and considerable economic difficulty for the employee. In an effort to provide some measure of assistance to University employees who may experience such circumstances, a Crisis Leave Sharing Policy is hereby established.

2. General Purpose

The University of Nebraska **System** will establish a crisis leave pool, the purpose of which is to allow employees to donate accumulated vacation leave for potential use in emergency situations by other employees whose leave has been exhausted. This policy provides the general rules governing the administration and use of crisis leave pools.

3. Donation of Leave

Regular employees who earn vacation leave may donate to the crisis leave pool up to three (3) accumulated vacation days per calendar year. A campus may, by written policy, establish exceptional circumstances under which greater amounts of crisis leave, not to exceed five (5) days per calendar year, may be donated. Donations of accumulated vacation leave to the crisis leave pool will be accounted for on the basis of the number of days donated rather than the dollar value of the days donated. Employees may not donate vacation leave which would otherwise be lost under applicable University policy. Crisis leave may not be donated in units of less than one full day (eight hours).

4. Granting of Crisis Leave

- a. Subject to the eligibility requirements contained in this policy and any eligibility requirements in a campus policy, a regular employee (one who has completed original probation) may, upon approval of the campus administration, receive from the crisis leave pool up to the number of days of vacation leave he or she accrues in one calendar year, not to exceed twenty-four (24) work days. Crisis leave will not be granted in units of less than one day and shall be prorated for employees who work less than full-time.
- b. Regular employees are eligible to receive crisis leave (1) when all of their available sick leave, vacation leave, and compensatory leave (as may be applicable to the purpose of the crisis leave request) have been exhausted, and (2) when additional leave is required for one of the following reasons:

- 1) serious illness of the employee or the employee's spouse; or
 - 2) serious illness of the employee's child or parent, or a person bearing the same relationship to the employee's spouse.
- c. For the purposes of this policy, a "serious illness" is defined as an illness
- 1) that requires at least one overnight stay in a hospital, hospice, or other residential health care facility under the treatment or supervision of a physician or other licensed health care provider, or
 - 2) that requires an absence from work for more than three (3) days as recommended by a physician or other licensed health care provider or
 - 3) is a chronic or long-term illness that is incurable or so serious that, if untreated, would probably lead to incapacity for more than three days and requires continuing medical treatment or supervision.
5. Campus Administrative Procedures
- a. In order to assure consistent administration of this policy on each campus, specific campus procedures and criteria for donation and use of crisis leave shall be approved by each CAO/Chancellor and set forth in a written campus policy statement.
 - b. Requests for donated crisis leave must include the reason for the request and the anticipated time period of the leave. Appropriate certification or documentation from a treating physician or other licensed health care provider may be required by the University.
 - c. Each request for crisis leave shall be evaluated upon criteria which include:
 - 1) whether or not the reason for the leave is appropriate under the policy;
 - 2) the availability of leave within the crisis leave pool; and
 - 3) the employee's record of leave use.
 - d. Denial of crisis leave shall not be a grievable event under any campus or University grievance policy or procedure.

Reference: BRUN, Minutes, 61, p. 87 (November 22, 1997).
 Report to the BRUN, Minutes, 70, p. 38 (September 9, 2011).
 Interim Changes to the BRUN, Minutes, 76, p. 20 (April 21, 2020).
 Interim Changes Rescinded per authority granted on April 21, 2020 (September 30, 2021).

RP-3.3.13 Parental Leave Policies

Regular employees holding Faculty, Administrative, Managerial/Professional, Office/Service, or Post-doctoral appointments are eligible to receive up to a total of eight (8) workweeks of paid leave for any of the reasons detailed below. Temporary employees are not eligible to receive such leave.

Eligible employees are expected to utilize all sick leave or faculty disability leave available to them throughout the leave. If, however, an eligible employee does not have enough available sick leave or disability leave to cover the full length of the leave, the University will continue the employee's pay

through to the end of the leave so that the employee will remain in paid status throughout the duration of the leave, not to exceed a combined total of eight (8) workweeks.

To ensure continuity in course instruction, faculty members utilizing such leave may be excused from teaching or other instructional responsibilities during the semester or other period in which the leave, or the majority of it, occurs. If excused, the faculty member will be required to perform non-teaching or non-instructional duties for the remaining portion of the semester that is outside of the parental leave period. The faculty members pay will not be reduced during the leave even if a substitute is utilized to assume the faculty member's teaching or instructional responsibilities.

Paid parental leave is available for eligible employees for the following reasons and not to exceed a total of eight (8) workweeks:

1. Care of a Newborn

Birth parents or the benefit eligible adult designee who need to care for or bond with a newborn following the child's birth may utilize up to eight (8) workweeks of parental leave. If employees need additional leave beyond the eight (8) workweeks permitted under this policy, they may request to use other leave available to them under University policies. The University requires employees to submit documentation verifying the birth of the child (e.g., a birth certificate, hospital admission form associated with the delivery). Such leave normally must be taken in a consecutive period. Advance approval by the employee's supervisor is required before such leave may be taken on an intermittent basis. If intermittent leave is approved, the employee must complete the leave within six (6) months following the child's birth. Foster parents are not eligible for leave.

2. Period of Incapacity, Prenatal Care, or Serious Health Condition Related to Childbearing

Employees who are incapacitated or need to be off work due to pregnancy, childbirth, miscarriage, termination of a pregnancy, prenatal care, post-partum recovery, or a serious health condition attributable to or caused by any of those conditions may utilize up to eight (8) workweeks of parental leave. If employees need additional leave beyond the eight (8) workweeks permitted under this policy, they may request additional leave based on their individual circumstances and the advice of their healthcare provider. The University requires employees to submit a statement from their healthcare provider verifying the underlying condition and the period of any incapacity.

3. Care for a Birth Parent

Employees who need to care for a spouse or a benefits eligible adult designee who is incapacitated, who needs assistance during their prenatal care, or who needs assistance due to a serious health condition attributable to or caused by that individual's pregnancy, childbirth, or subsequent recovery may utilize up to eight (8) workweeks of parental leave. Employees who need to care for a spouse or a benefits-eligible adult designee following a miscarriage or the termination of a pregnancy may utilize up to five (5) workdays of parental leave. If employees need additional leave beyond the eight (8) work weeks or five (5) work days permitted under this policy, they may request to use other leave available to them under University policy. The University may require employees to submit documentation verifying their adult designee relationship, as well as a statement from the healthcare provider verifying the underlying condition and the length of time needed. Such leave related to childbirth and recovery normally must be taken in a consecutive period. Advance approval by the employee's supervisor is required before such leave may be taken on an intermittent basis. If intermittent leave is approved, the employee must complete the leave within six (6) months following the event.

4. Adoption

Employees may utilize up to eight (8) workweeks of parental leave to care for and bond with

an adopted child following placement. Placement is deemed to commence when the child is placed in the physical custody of the employee or, if travel is required, when the employee commences the trip needed to obtain physical custody of the child, whichever occurs earlier. This leave is not available if the child is (a) a child over the age of eight without any special needs, (b) a special needs child over the age of eighteen, (c) a stepchild being adopted by a stepparent, (d) a foster child being adopted by the foster parent, or (e) a child being adopted by a person

with whom a voluntary placement was previously made for purposes other than adoption.

The University requires employees to submit documentation verifying the placement and date of placement of the adopted child with the employee. If employees need additional leave beyond the eight (8) workweeks permitted under this policy, they may request to use other leave available to them under the University's policies.

Because the reasons permitted for taking parental leave also constitute qualifying events for the purposes of the Family and Medical Leave Act (FMLA), the amount of time taken away from work pursuant to a parental leave will run concurrently with and count against the twelve (12) weeks of leave granted to employees under the FMLA. The rights and responsibilities of employees under the FMLA are addressed separately in Regents' Policy 3.3.11 relating to Family/Medical Leaves of Absence.

This revised policy applies to eligible employees for qualifying reasons occurring on or after July 1, 2025.

Reference: BRUN, Minutes, 62, p. 47 (June 20, 1998).
BRUN, Minutes, 63, p. 80 (September 29, 2000).
BRUN, Minutes, 77, p. 23 (April 11, 2025).

RP-3.3.14 Financial Measures: Workforce and Cost Savings

The Board of Regents adopts this policy for the purpose of clarifying the CEO/President's authority to implement workforce and cost saving measures in response to significant financial constraints faced by the University. Pursuant to its rule-making authority and powers of delegation, the Board of Regents authorizes the CEO/President to implement any workforce or cost saving measures needed to address significant financial issues or concerns identified by the CEO/President in carrying out his or her business and financial responsibilities on behalf of the University, including without limitation the responsibility and ability to make interim budget adjustments as stated in RP-6.5.3. The CEO/President may exercise this authority in situations that do not yet constitute a financial exigency as defined within Section 4.16 of the Bylaws. The measures implemented by the CEO/President may impact the terms and conditions of University employment and may include, without limitation, the implementation of involuntary furloughs, salary reductions, reduced work hours or other such programs. The CEO/President shall determine whether it is in the best interests of the University to apply such measures system-wide or to limit the measures' application instead to a particular campus or other unit. If the CEO/President determines that such measures are necessary, the CEO/President or his or her designee shall decide the type, timing, and manner of those measures, as well the amount of notice that should be provided to the affected employees before the measures are implemented. The CEO/President or his or her designee shall confer with the CAO/Chancellor of any campus that may be affected by the measures prior to making that decision. Any measures directed by the CEO/President or his or her designee must be implemented pursuant to defined policies and procedures that adhere to all applicable laws and University policies, including all non-discrimination laws.

Reference: BRUN, Minutes, 76, p. 22 (June 26, 2020).

RP-3.3.15 Consensual Relationships Policy

I. Introduction

While the University of Nebraska System (“University”) encourages its faculty and staff to develop professional and supportive relationships with students by serving as teachers, advisors, mentors, and role models both within and outside the classroom, the University recognizes that romantic relationships with students may impact the academic environment even if those relationships are considered to be consensual. The inherent power differential in faculty or staff relationships with students can give rise to actual or perceived conflicts of interest as well as claims of abuse of authority, exploitation, bias or favoritism. While conflicts of interest are most evident when the faculty or staff member directly supervises or evaluates the student, unanticipated conflicts of interest also can occur because a faculty or staff member’s power or influence may extend beyond the classroom or a particular department or program. A romantic relationship that is considered by the faculty or staff member to be consensual may be perceived instead by the student to be coerced because of the power or influence held by the faculty or staff member, or a relationship that is truly consensual at the outset may become contentious as the parties later grow apart, leading to potential claims of sexual harassment or sexual assault. An intimate or dating relationship between a faculty or staff member and a student can negatively impact the well-being of the student if the student feels pressured or coerced into the relationship or feels an inability to leave the relationship. The relationship, in turn, can harm the professional or academic reputation of the faculty or staff member if that relationship generates claims or perceptions of favoritism, exploitation, sexual harassment or assault.

Similar concerns can arise when University employees become involved in a romantic relationship if one party to the relationship has supervisory or evaluative authority over the other. The individual in the supervisory or evaluative role can affect the academic or employment career of the subordinate and may be perceived as showing favoritism, misusing authority, or even engaging in sexual harassment.

This policy is intended to address and reduce the risks of conflicts, misperceptions and claims that may arise out of consensual romantic relationships between faculty or staff members and students, as well as those that may arise out of consensual romantic relationships between a supervisor or evaluator and a subordinate.

The University recognizes that conflicts, misperceptions, and claims can arise between faculty or staff and students even in the absence of a romantic relationship, such as when a faculty or staff member takes advantage of the power differential to economically exploit a student. This can occur, for example, when a faculty or staff member convinces a student to perform services for free or at a reduced rate that personally benefits the faculty or staff member. This also can occur when a faculty or staff member convinces a student to use the goods or services of a private enterprise owned by the faculty or staff member, such as when a student is convinced to rent an apartment owned by the faculty or staff member. While the University does not condone the economic exploitation of students, that conduct is addressed apart from this policy through the University’s conflicts of interest and commitment policies and practices.

II. Scope

This policy applies to all faculty, staff and other academic staff members employed anywhere within the University System. This policy does not alter nor amend the University’s prohibition against the use of nepotism in employment decisions. This policy also does not limit anyone’s ability to report alleged

III. Definitions

Faculty – Any individual whose duties include any one or more of the following responsibilities: teaching, conducting research or overseeing a laboratory, advising, mentoring, course management, or supervisory duties that are performed as part of a University academic program or course of study. Such individuals may hold appointments as tenured faculty, tenure-track faculty, non-tenure track faculty, post-doctoral faculty, or visiting faculty, and therefore, includes

faculty members holding continuous appointments, appointments for a specific term, health profession faculty appointments, faculty practice or faculty research appointments, or special appointments. For the purposes of this policy, other academic staff as defined below are excluded from this definition of faculty.

Staff – Any individual employed by the University in a non-faculty position, including academic-administrative, managerial-professional, and office and service staff members, but excluding other academic staff members and student employees.

Other Academic Staff – Any individual, including both undergraduate and graduate students, employed by the University holding the rank or position of a research associate, research assistant, graduate assistant, teaching assistant, teaching fellow or house officer/medical resident.

Students – Any individual admitted by the University and enrolled in at least one credit-bearing class at the University. Students include both undergraduate and graduate/professional students.

Supervisory or Evaluative Authority – The power to control or influence another individual's academic advancement or employment through such means as making or affecting decisions related to admission, grades, assignments, participation in programs or projects, dissertations or research, recommendations, financial aid, hiring, working conditions, compensation, promotion, discipline, or termination/expulsion.

Romantic Relationship – Any relationship of a sexual, intimate, romantic, dating, or amorous nature, regardless of its length.

Academic Unit – Any department, center, institute, program (including joint degree programs), or other comparable unit in which the student is currently enrolled or employed.

IV. Policy

To ensure that the academic and work environments are free of any actual or perceived conflicts or inappropriate conduct, the following types of romantic relationships are prohibited:

A. Prohibited Relationships

1. Relationships between Faculty or Staff and Undergraduate Students Faculty or Staff members are prohibited from engaging in any romantic relationship with an undergraduate student, regardless of whether the faculty or Staff member has any supervisory or evaluative authority over that student.
2. Relationships between Faculty or Staff and Graduate/Professional Students. Faculty and staff-Staff members are prohibited from engaging in any romantic relationship with a graduate or professional student within their same academic unit, as well as with any graduate or professional student over whom they currently have or might reasonably be expected to have any direct or indirect supervisory or evaluative authority.
3. Relationships between Other Academic Staff and Students. Other Aacademic Sstaff members are prohibited from having any institutional responsibilities over any students, both undergraduate and graduate/professional, with whom they currently have, or previously had, a romantic relationship.
4. Relationships Involving Supervisory or Evaluative Authority. Faculty, staff-Staff, and other-Other Aacademic Sstaff members are prohibited from exercising direct

or indirect supervisory or evaluative authority over any employee or student with whom they currently have, or previously had, a romantic relationship.

These prohibitions on certain consensual relationships are not intended to preclude the hiring or retention of dual career academic couples. The University is committed to recruiting and retaining the highest quality faculty and staff and recognizes that prospective and current faculty and staff may have spouses or partners with independent careers, often within an academic discipline. To recruit and retain the best faculty and staff, the University strives to assist both members of the dual career couple explore appropriate positions within the University. If both members of the dual career couple should become employed within the same academic unit, an appropriate conflict management plan simply will need to be developed to avoid any potential conflicts of interest from occurring.

B. Reporting

Faculty and ~~o~~Other ~~a~~Academic ~~S~~Staff members are required to report in writing to the Vice Chancellor responsible for overseeing academic affairs on their respective campus whenever they engage in a romantic relationship that potentially could violate this policy. Staff members, in turn, are required to report in writing to their campus Director of Human Resources whenever they engage in a romantic relationship that potentially could violate this policy. Each responsible Vice Chancellor and Director of Human Resources will develop a process for such reporting and for addressing such reports.

C. Exceptions

Faculty and ~~o~~Other ~~a~~Academic ~~S~~Staff members may submit a written request to the appropriate Vice Chancellor, and staff members may submit a written request to their campus Director of Human Resources, for an exception to this policy. Such requests will be reviewed on a case-by-case basis and will be granted only if all potential risks associated with that relationship can be avoided through the development of a conflict management plan. Requests for an exception based on romantic relationships occurring prior to the implementation of this policy or prior to the outset of employment with the University typically will be permitted, provided that an appropriate conflict management plan can be developed to avoid any potential conflicts arising out of that relationship.

D. Conflict Management Plans

The risks associated with romantic relationships in which one individual has either actual or potential supervisory or evaluative authority over the other may be controlled or alleviated in some situations through the development of a conflict management plan. Such plans, when appropriate, will include measures to eliminate any supervisory or evaluative authority between the parties to the relationship or prevent the parties from being placed in a position where one party could have any supervisory or evaluative authority over the other. The appropriate Vice Chancellor or Director of Human Resources will be responsible for the development and enforcement of any conflict management plans, as well as any other necessary procedures and processes for addressing romantic relationships and any potential conflicts, disputes or issues that arise as those relationships progress through different stages. In developing such plans, procedures and processes, the Vice Chancellor or Director of Human Resources should seek input from the affected individual's supervisor. The parties to the relationship are expected to fully cooperate with the appropriate Vice Chancellor or Director of Human Resources in the development of and in adhering to any such plan.

E. Violations

Violations of this policy in any manner, including engaging in a prohibited relationship, failing to properly report a relationship, or failing to adhere to a conflict management plan, may result in disciplinary action being taken against the offender. Such discipline will be issued in accordance with the University's disciplinary policies, will take into consideration the unique and relevant facts of each case, and may assume a variety of forms, including without limitation mandatory training or counseling, written warning, suspension, demotion, loss of privileges, or even expulsion or termination.

F. Confidentiality

Information or documents obtained pursuant to this policy will be regarded as being confidential and will be disclosed only to the extent required by applicable law.

V. Resources

Both University and community resources (including reporting mechanisms, counseling and psychological services, medical care, law enforcement, and legal assistance) are available to those who believe that they have been or are being subjected to a non-consensual romantic relationship or some other form of sexual misconduct. Information about these resources can be obtained from the Title IX Coordinator for each campus or from the following campus websites:

University of Nebraska-Lincoln – unl.edu/equity/getting-help

University of Nebraska Omaha – unomaha.edu/university-compliance/civil-rights/title-ix-information/resources.php

University of Nebraska at Kearney – unk.edu/about/compliance/title-ix-resources/resources.php

University of Nebraska Medical Center – unmc.edu/titleix/campus-resources/index.html

Reference: BRUN, Minutes, 76, p. 103 (June 25, 2021)
Corporation Secretary Revision, RP-3.3.15 (September 28, 2023)



BOARD OF REGENTS AGENDA ITEM SUMMARY

Executive Committee

December 5, 2025

AGENDA ITEM: Approve amendments to Section 1.3 of the Bylaws of the Board of Regents of the University of Nebraska and Section 1.2 of the Standing Rules of the Board of Regents.

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

☐ *This is a report required by Regents' policy.*

PRESENTERS: Paul Kenney, Chair

PURPOSE & KEY POINTS

In order to provide continuity of leadership within the Board of Regents, the proposed amendments to Section 1.3 of the Bylaws of the Board of Regents of the University of Nebraska and Section 1.2 of the Standing Rules of the Board of Regents would extend the term of the Chairperson two years. The proposed amendment to the Standing Rules would also remove the automatic succession of the Vice Chairperson to the office of Chairperson and the end of such term.

It is the intent of the Board with an affirmative vote that the Chair and Vice Chair elected in 2025 shall both remain in their currently appointed seats for the 2026 year. The Board shall not have an election at the 2026 annual meeting.

RECOMMENDATION

The Board Chair recommends approval.

Bylaws of the Board of Regents of the University of Nebraska

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

1.3.1 **The Chair of the Board.** Unless he or she resigns or is removed by a majority vote of the Board, the Chair shall hold office for one-two years or until a successor is selected and qualified. The Chair shall preside at all meetings of the Board at which he or she is present. The Chair's signature shall appear on diplomas and like documents issued by the authority of the Board. Unless it is otherwise ordered by the Board, or otherwise provided in these *Bylaws*, the Chair shall sign all contracts and other instruments requiring execution on the part of the Board and perform all other duties incident to such office. The Chair, in consultation with the Board, shall appoint all Committees of the Board.

1.3.2 **Vice Chair of the Board.** The Board shall select one of its members as its Vice Chair via an election at the annual meeting in odd numbered years, whose time of selection and tenure of office shall coincide with that of the Chair. In case of the absence or incapacity of the Chair of the Board, the Vice Chair shall perform the duties of the Chair.

Standing Rules of the Board of Regents of the University of Nebraska

1.2 **Officers.** The officers of the Board shall be the Chairperson and the Vice Chairperson, whom the Board shall, at its annual meeting in odd numbered years, select from among its voting members a Chairperson and a Vice Chairperson. ~~A Vice Chairperson shall be elected at the annual meeting for a term of one year, and thereafter, succeed to the office of Chairperson for a term of one year. A nominee eligible for Vice Chairperson must have sufficient remaining term as Regent, such that he or she may fulfill the duties of Chairperson the following year.~~ If there is more than one nominee for an office, than the elections shall be by secret ballot and the total number of votes for each nominee shall be announced and entered into the minutes. The duties of the Chairperson and Vice Chairperson shall be those set forth in Section 1.3 of the *Bylaws* and Section 4.3 of these Rules. In the event that the Chairperson and the Vice Chairperson are both absent or otherwise unable to discharge their duties, the board shall, by a majority vote of its members present and qualified to vote, select a presiding officer pro tempore.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Executive Committee

December 5, 2025

AGENDA ITEM: Amendments to Section 1.3 of the Bylaws of the Board of Regents of the University of Nebraska and Section 1.2 of the Standing Rules of the Board of Regents and addition of Section 1.2.1 of the Standing Rules of the Board of Regents.

☒ **Review** ☐ **Review + Action** ☐ **Action** ☐ **Discussion**

☐ *This is a report required by Regents' policy.*

PRESENTERS: Paul Kenney, Chair

PURPOSE & KEY POINTS

In order to provide continuity of leadership within the Board of Regents, and parity across the eight districts within the state of Nebraska, it is proposed to rotate the districts eligible to be voted as chair between three periods.

RECOMMENDATION

This item is presented for information only and will be brought back to the Board for consideration at its next meeting.

Bylaws of the Board of Regents of the University of Nebraska

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

1.3.1 **The Chair of the Board.** Unless he or she resigns or is removed by a majority vote of the Board, the Chair shall hold office for ~~one~~ two years or until a successor is selected and qualified. The Chair shall preside at all meetings of the Board at which he or she is present. The Chair's signature shall appear on diplomas and like documents issued by the authority of the Board. Unless it is otherwise ordered by the Board, or otherwise provided in these *Bylaws*, the Chair shall sign all contracts and other instruments requiring execution on the part of the Board and perform all other duties incident to such office. The Chair, in consultation with the Board, shall appoint all Committees of the Board.

1.3.2 **Vice Chair of the Board.** The Board shall select one of its members as its Vice Chair via an election at the annual meeting each in odd numbered years, ~~whose time of selection and tenure of office shall coincide with that of the Chair~~. In case of the absence or incapacity of the Chair of the Board, the Vice Chair shall perform the duties of the Chair.

Standing Rules of the Board of Regents of the University of Nebraska

1.2 **Officers.** The officers of the Board shall be the Chairperson and the Vice Chairperson. ~~whom the~~ The Board shall, at its annual meeting in odd numbered years, select from among its voting members a Chairperson, and at the annual meeting each year select a Vice Chairperson. ~~A Vice Chairperson shall be elected at the annual meeting for a term of one year, and thereafter, succeed to the office of Chairperson for a term of one year. A nominee eligible for Vice Chairperson must have sufficient remaining term as Regent, such that he or she may fulfill the duties of Chairperson the following year.~~ If there is more than one nominee for an office, then the elections shall be by secret ballot and the total number of votes for each nominee shall be announced and entered into the minutes. The duties of the Chairperson and Vice Chairperson shall be those set forth in Section 1.3 of the *Bylaws* and Section 4.3 of these Rules. In the event that the Chairperson and the Vice Chairperson are both absent or otherwise unable to discharge their duties, the board shall, by a majority vote of its members present and qualified to vote, select a presiding officer pro tempore.

1.2.1 **Geographical Representation.** Each Regent represents the population of approximately one-eighth of the state. To ensure that all geographical areas are represented in the leadership of the Board, the position of the Chair shall be selected in the following order with each rotation lasting one term of chair:

1. Region One (February 2025 – February 2027): A Regent from District 3, 6, or 7;
2. Region Two (February 2027 – February 2029): A Regent from

District 2, 4, or 8;

3. Region Three (February 2029 – February 2031): A Regent from District 1 or 5.

After Region Three has completed its term of Chair, the process shall be continual, beginning again with Region One. With a supermajority vote of the Board (six Regents), a Region grouping may be skipped and a Chair may be chosen from the subsequent ordered region.

Vice Chair shall also be selected following the above listed order. The current Vice Chair shall finish his term through February 2027. Beginning in February 2027, a Vice Chair shall be selected from Region Three and shall follow the above rotation through regions. The Region groupings may be adjusted after redistricting to the regent districts occurs by the Nebraska Unicameral.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Executive Committee

December 5, 2025

AGENDA ITEM: Amendments to Section 1.3.2 of the Standing Rules of the Board of Regents.

☒ **Review**

☐ **Review + Action**

☐ **Action**

☐ **Discussion**

☐ *This is a report required by Regents' policy.*

PRESENTERS: Paul Kenney, Chair

PURPOSE & KEY POINTS

To remain consistent with the intent of the recently updated committee charter, this amendment will update the Standing Rules to remain consistent with the intent of the Board in the formation of the Executive Committee.

RECOMMENDATION

This item is presented for information only and will be brought back to the Board for consideration at its next meeting.

Standing Rule 1.3.2

- 1.3.2 The Executive Committee shall consist of the Chairperson, Vice Chairperson, the ~~most recent past Chairperson~~Chair of the Academic Affairs Committee of the Board, and ~~an additional elected Regent~~and the Chair of the Business and Finance Committee, and ~~one two~~ Student Regents both appointed by the Chairperson. Another elected Regent may be selected by the Chair if the chair elect is also the chair of one of the above two committees. The elected Regent appointed by the Board Chairperson may not be reappointed to a second consecutive term.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 5, 2025

AGENDA ITEM: Report of Bids and Contracts

☐

Review

☐

Review + Action

☐

Action

☐

Discussion

☒

This is a report required by Regents' policy.

PRESENTERS: Anne Barnes, Vice President | CFO

PURPOSE & KEY POINTS

The attached report is a summary of bids and contracts as provided by the campuses pursuant to Section 6.3 of the Bylaws of the Board of Regents of the University of Nebraska for the period ending September 30, 2025

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.

Contracts over \$1,500,000
August 1, 2025 –September 30, 2025
(UNK, UNL, UNMC, UNO, UNOP)
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
Purchase Order	UNMC	Insurance	Plant	\$8,125,098.00	\$8,125,098.00	Aon Risk Services	Non-Competitive
Purchase Order	UNL	FY 2026 credit card processing fees	Auxiliary	\$1,746,000.00	\$1,746,000.00	Elavon	State of Nebraska contracted supplier
Purchase Order	UNMC	Tunnel washer - research equipment	Plant	\$1,661,226.00	\$1,661,226.00	Tecniplast USA Inc	Non-Competitive
Contract	UNL	Contract	Auxiliary	\$2,100,000	\$2,100,000	Wheels Up Partnership	Non-Competitive
Consultant	UNL	Memorial (multiple) Improvements	Foundation	\$16,546,761	\$3,925,000	HDR Architecture, Inc	A/E Amendment
Construction	UNL	Canfield South (C001) LB384 Renovation	LB384	\$1,050,977	\$1,017,977	White Castle Roofing & Contracting Inc	Non-Competitive
Construction	UNMC	42 nd Street Improvements	Donor/UNMC F&A	\$12,000,000	\$10,635,965	MCL Construction	NCPD
Construction	UNMC	AX14 L1 BHECN Move to Catalyst	Donor/UNMC F&A/Nebraska Medicine	\$1,588,450	\$1,075,897	Kiewit Building Group	Non-Competitive
Construction	UNMC	CAT-02 CCE Move to Catalyst	Donor/UNMC F&A/Nebraska Medicine	\$1,957,934	\$1,268,322	Kiewit Building Group	Non-Competitive
Construction	UNMC	UNMC Utility Facilities Allen Bradley Upgrade	UNMC &F&A	\$1,748,270	\$1,748,270	Huffman Engineering, Inc	Non-Competitive



BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance

December 5, 2025

AGENDA ITEM: Report the Othmer-Topp Endowment Fund, second priority uses, for the fiscal year ended June 30, 2025, for the University of Nebraska-Lincoln.

☐ Review ☐ Review + Action ☐ Action ☐ Discussion

☒ This is a report required by Regents' policy.

PRESENTERS: Rodney D. Bennett, Chancellor
Anne Barnes, Interim Vice Chancellor of Business and Finance

PURPOSE & KEY POINTS
University of Nebraska-Lincoln
Report on the Othmer-Topp Endowment Fund
Fiscal years 2024 and 2025

Description	12-Months Ended 06/30/2025	12-Months Ended 06/30/2024
First Priority Expenditures		
Othmer Professorship of Chemical Engineering	\$ 0	\$ 0
Mortgage Payment (Othmer Hall & Law Library)	0	1,489,875
Subtotal	0	1,489,875
Second Priority Expenditures		
(a) Campus-wide graduate fellowships	\$ 299,094	\$ 74,800
(b) Distinguished Professorships	493,875	555,652
NEH Regional Humanities Center Match	52,337	65,872
Academic Improvement Fund		
Sheldon Museum Director's Travel/Rent Funds	71,388	76,999
College of Engineering – Scott Engineering Center	4,531,258	4,048
Kiewit Hall – College of Engineering	1,421,632	8,566,311
Lincoln Airport SCASDP	250,000	0
Subtotal	7,119,584	9,343,682
Costs of Operating Endowment		
Management fees to University of Nebraska	\$2,638,131	\$2,496,072
Foundation as relevant to this report	Subtotal 2,638,131	2,496,072
Total	\$9,757,715	\$13,329,629

(a) In FY 2024-25, fellowships were newly awarded to 100 students from 34 different departments. There were 31 returning students for a total of 131 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 2024-25, there were 22 Othmer chairs and professorships.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 5, 2025

AGENDA ITEM: Review of UNMC Thermal Energy Storage (TES) & North Utility Plant (NUP) Project.

☐ **Review**

☐ **Review + Action**

☐ **Action**

☐ **Discussion**

☒ *This is a report required by Regents' policy.*

PRESENTERS: Andrew Balus, UNMC Executive Director of Engineering & Utilities
Jen Bartholomew, UNMC Associate Vice Chancellor, Business & Finance
Anne Barnes, Vice Chancellor for Business and Finance | CFO

PURPOSE & KEY POINTS

UNMC utilizes chilled water from the Central and East Utility Plants to cool the vast majority of campus building assets. Based on current campus utilization projections, campus capacity will need to increase to meet the demand and maintain N+1 redundancy requirements for the system.

Installing a Thermal Energy Storage (TES) system will not only increase chilled water capacity and allow for the reliability associated with storage of the chilled water, but it will also allow campus to charge the tank in the evening hours when campus electrical demand is lower, thus lowering peak energy consumption associated electrical utility expense.

In order to house the pumps required to operate the TES system, a pump house will need to be constructed. Due to projected campus utilization of chilled water, heating hot water and emergency power, the pump house should be sized to accommodate future growth of each of these utilities. As such, the pump house

In 2023, UNMC completed a study evaluate potential options for the location, arrangement, and assembly of the storage tank associated with TES, the size of North Utility Plant needed to accommodate future utility capacity growth and a timeline within which the project could be procured and completed. It also identified a location for the system – strategically aligning campus geography and available land. The location of the current Administration Building, scheduled for demolition in 2026 has been identified.

In May 2024, the Board approved an expenditure of \$3.5M to bring design of the project to Design Development. Burns & McDonnell was selected for design and Hawkins Construction was selected as the CMAR. CCPE has reviewed and will take no action as this is an Infrastructure project. The UNMC campus has completed

an architectural review and approval of the NUP. As such, the project is ready to proceed.

Upon completion of this sequence, the campus will have obtained:

- 1) Increased Campus Cooling Capacity
- 2) Increased the redundancy and reliability of the Chilled Water system on campus,
- 3) Reduced campus electrical consumption peak and associated costs,
- 4) Space for future growth of campus Chilled Water, Heating Hot Water and Emergency Power utilities past the 20-year campus projections, and
- 5) “Pivot space” for existing utility generation equipment such that the equipment could be replaced without temporarily reducing campus capacity or redundancy.

Upon receipt of funding, the project would assign a Guaranteed Maximum Price contract to Hawkins Construction and approve Burns & McDonnell to complete Construction Documents. This will be necessary to maintain schedule, utilize early equipment procurement such that work could commence immediately upon the removal of the Administration Building.

Demolition is intended to start in November 2026 with Final Completion by Q2 2029.

The project will be funded through a ~50% payment by Nebraska Medicine (largest utility customer) and UNMC Internal Lending and/or Campus Reserves.

Project Budget (No IRA Consideration) \$88,500,000
Project Budget (IRA Considered) \$92,500,000*

*\$4M increase in the project budget will be required to qualify for Inflation Reduction Act (IRA) rebates. This includes additional costs for prevailing wages, Buy American Act qualifications, apprenticeship programs and tax consulting to ensure compliance with IRA regulations. KPMG, UNMC’s tax consultant estimates that the project could receive up to \$10M in future tax credits.

BACKGROUND INFORMATION

On May 16, 2024, the Board of Regents approved initial funding to bring the project through the Design Development stage – including selection of the designer and CMAR for the project.

RECOMMENDATION

The President recommends proceeding with the project.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance**December 5, 2025**

AGENDA ITEM: Review of Intermediate design information (IDR-1) for the first Stage of the Big Red Rebuild project.

☒ **Review**☐ **Review + Action**☐ **Action**☐ **Discussion**

☒ *This is a report required by Regents' policy.*

PRESENTERS: Troy Dannen, Director of Husker Athletics
Seth Dorsey, Deputy AD - Internal Operations/CFO

PURPOSE & KEY POINTS

Regents' Policy 6.3.6 addressing Capital Planning and Development outlines the required processes for executing Mega Projects at the University of Nebraska. RP-6.3.1.4.i. states that the University CEO/President shall have authority to approve and execute any contract for the purchase of the licensed professional services of an architect where the contractor was selected in accordance with RP-6.3.2. RP-6.3.6.2.e. stipulates that the intermediate design shall be submitted to the Business and Finance Committee as part of the Project Approval Phase and recognizes that projects may be phased and each Stage must be separately approved in the Approval Stage. RP-6.2.5 permits, with Board of Regent's approval, construction work by University employees when the preliminary Total Project Cost exceeds \$250,000 and permits qualified University employees to provide design services when the Total Project Cost exceeds \$400,000.

This request recognizes substantive changes to RP-6.3.6 that became effective October 3, 2025, which was after the original program statement was approved by the Board. In light of these changes, the CEO/President may authorize initial Mega Project planning after consultation with a majority of the Executive Committee. The CEO/President is requesting such approval to designate this Project as a "Mega Project" pursuant to RP-6.3.6 2.d.2, consistent with current policy.

The design services up to Intermediate Design Review (IDR) 1 were completed by HDR, Inc. (HDR) and their partner firm, HNTB Corporation (HNTB). The HDR and HNTB team was selected in the Project consistent with the qualifications-based selection of professional services of architects and engineers as described in RP-6.3.2. Kiewit Construction was selected consistent with the qualifications-based selection for procurement of Construction Manager at Risk Services described in RP-6.3.7. Those construction manager at risk services included planning, plan reviews, detailed scheduling services, and cost estimation for this Project up to IDR-1.

Qualified University staff may perform several scopes of work on major construction projects when it is more feasible, economical and efficient to do so. These scopes of work commonly include building automation and controls work, testing and air balancing, IT work, card access and keying of doors, fire alarm work, installation of certain accessories, utility connections and landscaping. Due to the size of this Project, these costs will exceed the \$250,000 threshold established by RP-6.2.5.2 (for new construction) and the \$400,000 threshold established by RP-6.2.5.2 (for design services) and approval is requested for University employees to assist with this Project.

Enabling work and preliminary construction includes, but it is not limited to, abatement of hazardous materials, laying out of work, existing utilities relocations, new utilities and site work, minor selective and other demolition work, excavations, foundations, relocations or reworking of existing equipment, relocation construction, moving services and temporary construction.

BACKGROUND INFORMATION

September 30, 2023- The Board of Regents approved a waiver of Regents Policy 6.3.6 to engage a program manager and adjust project sequencing for the Memorial Stadium Improvements Project.

October 5, 2023 - The Board of Regents approved a Program Statement for the Memorial Stadium Improvement Project (“Original Program Statement”).

October 5, 2023 - The Board of Regents approved a waiver of Regents Policy 6.3.6 to authorize work to commence on the Infrastructure Phase of the Project prior to Intermediate Design review.

February 7, 2025 - The Board of Regents approved expansion of prior waiver of Regents Policy 6.3.6 which authorized work to commence on ADA compliance and the infrastructure work prior intermediate design. The waiver now includes Utility Infrastructure; Site Work; Relocation of Occupants; Technology Upgrades and Security Enhancements.

February 7, 2025 - Budget Reallocation Addendum XI-E-10 for the Memorial Stadium Improvement Project was reported to the Board of Regents.

April 11, 2025 - The Board of Regents granted authority for the University President or his designee to execution of Kiewit Construction change orders up to \$3,600,000 in aggregate provided that the approved Project budget shall not be exceeded.

April 11, 2025 - The Board of Regents granted authority for the University President or his designee to execution of Kiewit Construction change orders up to \$3,600,000 in aggregate, provided that the approved Project budget shall not be exceeded for enabling work associated with the Husker Vision relocation.

RECOMMENDATION

The CEO/President recommends acceptance of this report.



Memorial Stadium Improvements IDR #1

Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation

University of Nebraska Board of Regents

PROJECT DESCRIPTION

Phase 2 of the Memorial Stadium Improvements project includes the next phase of enabling. This includes relocation of University staff currently housed at Schorr Center and Holland Computing Center to spaces within Nebraska Hall and Scott Engineering Center. Office, classroom and server rooms must be renovated in order to house staff and operations.

Scope of work at Memorial Stadium includes utility relocation including electrical, steam, chilled water and natural gas. Exploratory demo will also occur at different locations within the stadium to prepare for large scale demo.

Finally long lead material must be ordered to ensure on time delivery and install to maintain project schedule.

Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation

University of Nebraska Board of Regents

PROJECT OBJECTIVES

Together, these moves will enhance collaboration, optimize space utilization, and position both the Schorr Center and the Holland Computing Center for continued success.

- 1) Relocate the Holland Computing Center into a new location in lower level of Scott Engineering.
- 2) Allow for future growth space for Holland servers.
- 3) Relocate Holland Staff to Nebraska Hall.
- 4) Minor relocation of computer science staff in Avery Hall.
- 5) Consolidate the College of Engineering School of Computing into the Engineering controlled facilities within Nebraska Hall and Scott Engineering.
- 6) Vacate the Schorr building from academic and research functions.
- 7) Relocate key infrastructure utilities from their current location within Memorial Stadium to new locations to prepare for demo and construction
- 8) Procure key long lead items to ensure delivery and install in order to maintain project schedule

Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation

University of Nebraska Board of Regents

PROJECT ALIGNMENT

The Statewide Facilities Plan is Chapter Six of the Comprehensive Statewide Plan for Postsecondary Education in Nebraska. This plan includes the following goals:

“Nebraskans will advocate a physical environment for each of the state’s postsecondary institutions that: supports its role and mission; is well-utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.”

The relocation of the Schorr and Holland Computing Center will optimize existing facilities to support academic and research alignment while increasing operational efficiencies. The renovations will create modern, flexible, and technology-ready environments that meet current needs and support future growth, ensuring facilities remain responsive to evolving programs and technologies.

Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation

University of Nebraska Board of Regents

*PROJECT
LOCATIONS*

Nebraska Hall (NH) C024

Scott Engineering Center (SEC) C086



Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation

University of Nebraska Board of Regents

*PROJECT
LOCATIONS*

Nebraska Hall (NH) C024

Scott Engineering Center (SEC) C086



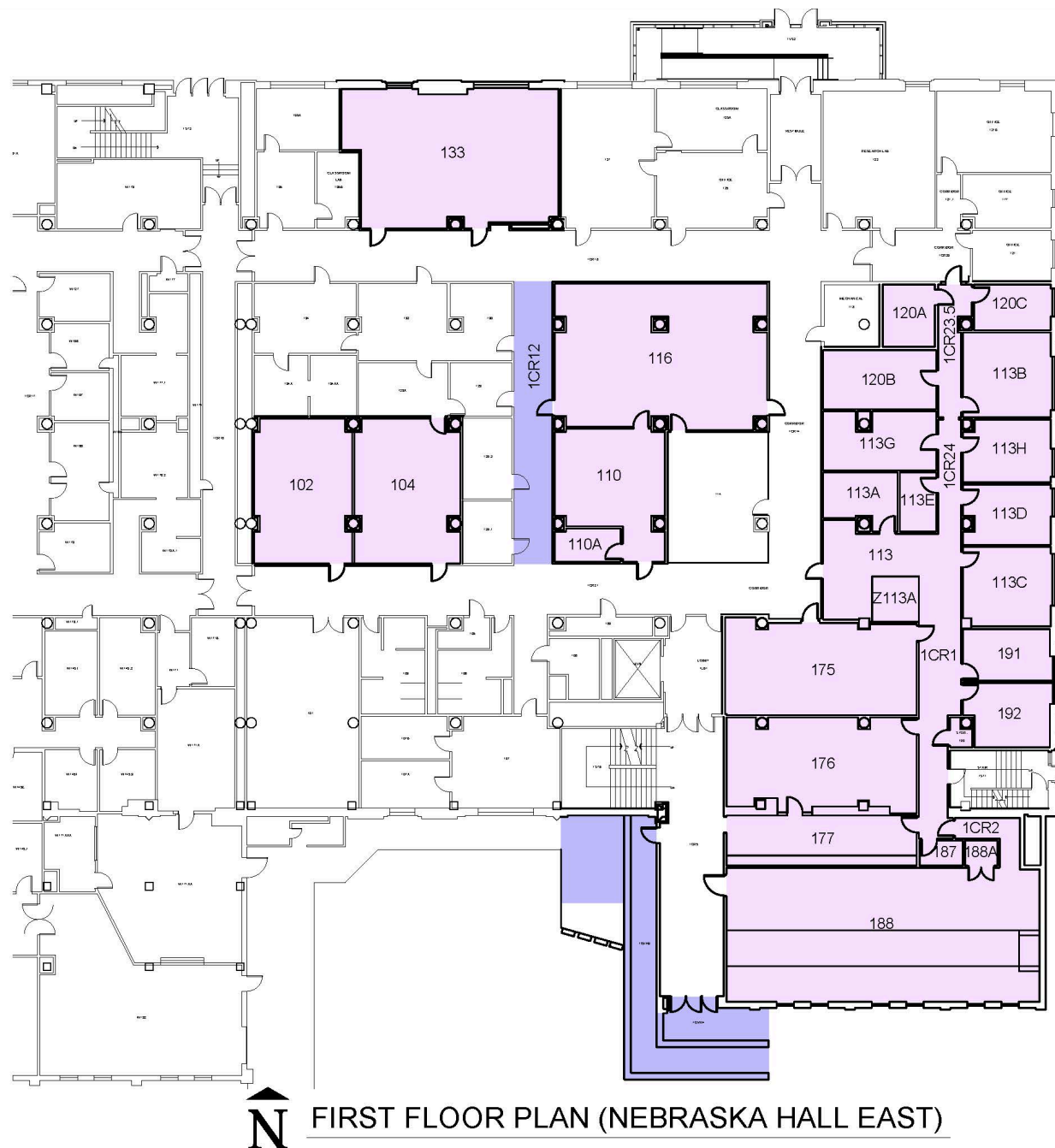
Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation
University of Nebraska Board of Regents

*PROJECT
LOCATIONS*
Avery Hall (AVH) C005



SCHORR CENTER RELOCATION

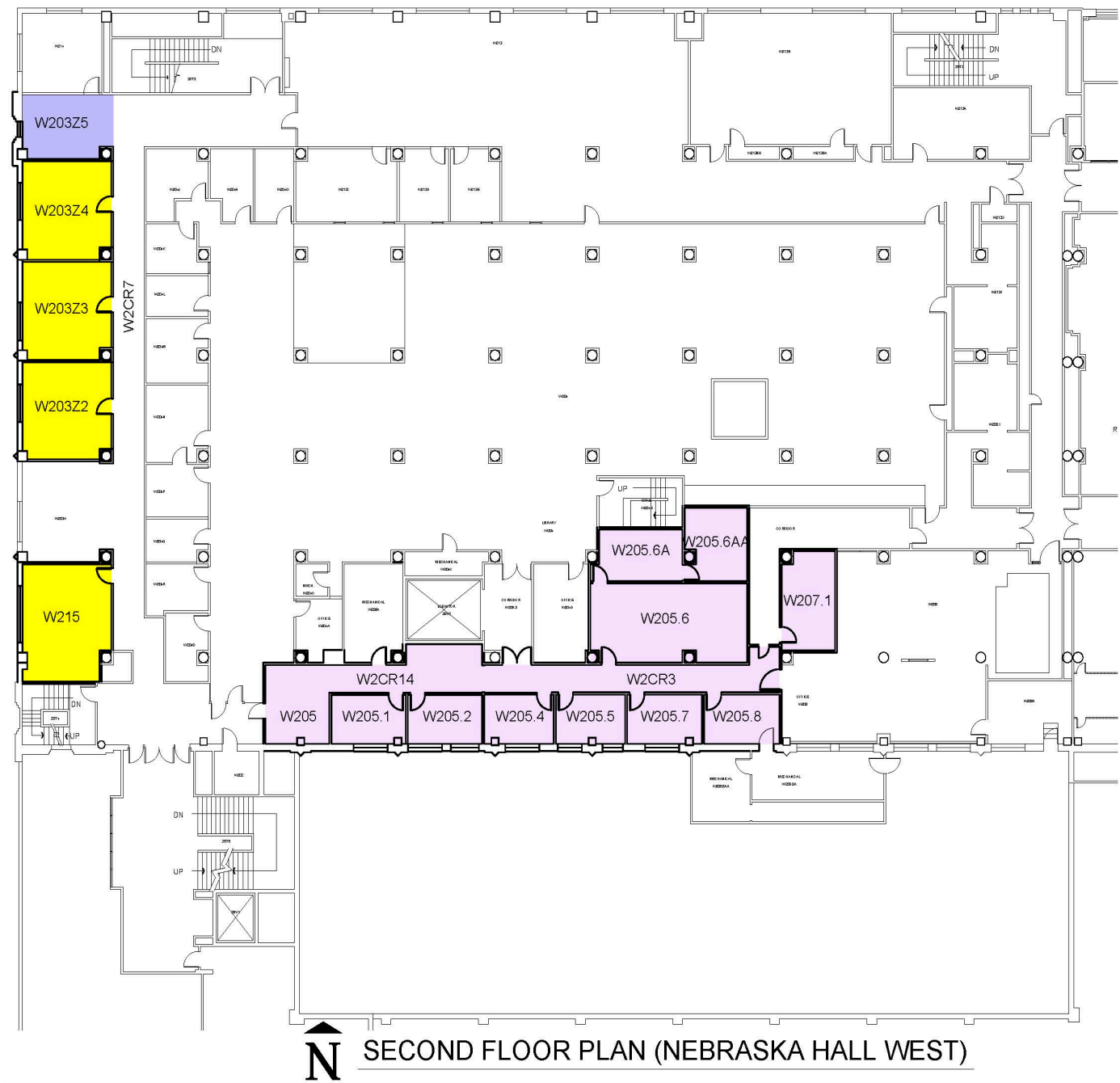


INTERMEDIATE DESIGN SUBMITTAL

- | | |
|---|--------------------------------------|
|  | HOLLAND COMPUTING SERVER CENTER |
|  | SCHOOL OF COMPUTING |
|  | COLLEGE OF ENGINEERING - OTHER |
|  | HOLLAND COMPUTING CENTER - OTHER |
|  | MECHANICAL AND MATERIALS ENGINEERING |
|  | BUILDING OTHER |

ROOM #	ROOM NAME
102	COMPUTATIONAL RESEARCH LAB
104	COMPUTATIONAL RESEARCH LAB
110	SHOP
110A	SERVER ROOM
113	RECEPTION/WAITING
Z113A	RECEPTION DESK
113A	OFFICE
113B	OFFICE
113C	NEW CONFERENCE ROOM
113D	OFFICE
113E	OFFICE
113G	EXISTING KITCHEN/BREAK ROOM
116	COMPUTER CLASSROOM
120A	OFFICE
120B	OFFICE
120C	OFFICE
133	CLASSROOM
175	RESEARCH OFFICE
176	NEW HUMAN STUDY RESEARCH LAB
177	HUMAN STUDY OBSERVATION ROOM
187	NEW LASER CUTTING CLOSET
188	NEW FLYING CAGE ROOM
188A	COMPUTER ROOM
191	OFFICE
192	OFFICE
1CR1	CORRIDOR
1CR12	CORRIDOR
1CR23.5	CORRIDOR
1CR24	CORRIDOR

SCHORR CENTER RELOCATION



INTERMEDIATE DESIGN SUBMITTAL

- HOLLAND COMPUTING SERVER CENTER
- SCHOOL OF COMPUTING
- COLLEGE OF ENGINEERING - OTHER
- HOLLAND COMPUTING CENTER - OTHER
- MECHANICAL AND MATERIALS ENGINEERING
- BUILDING OTHER

ROOM #	ROOM NAME
W203Z2	OPEN OFFICE CUBICLES
W203Z3	OPEN OFFICE CUBICLES
W203Z4	OPEN OFFICE CUBICLES
W203Z5	STUDY/COLLABORATION
W205	RECEPTION/OFFICE
W205.1	OFFICE
W205.2	OFFICE
W205.3	OFFICE
W205.4	OFFICE
W205.5	OFFICE
W205.6	GS OFFICE
W205.6A	STUDY
W205.6AA	WORK
W205.7	OFFICE
W205.8	OFFICE
W207.1	LAB
W215	LAB
W2CR3	EXISTING CORRIDOR
W2CR7	EXISTING CORRIDOR
W2CR14	EXISTING CORRIDOR

SECOND FLOOR PLAN (NEBRASKA HALL WEST)



SCHORR CENTER RELOCATION



INTERMEDIATE DESIGN SUBMITTAL

- HOLLAND COMPUTING SERVER CENTER
- SCHOOL OF COMPUTING
- COLLEGE OF ENGINEERING - OTHER
- HOLLAND COMPUTING CENTER - OTHER
- MECHANICAL AND MATERIALS ENGINEERING
- BUILDING OTHER

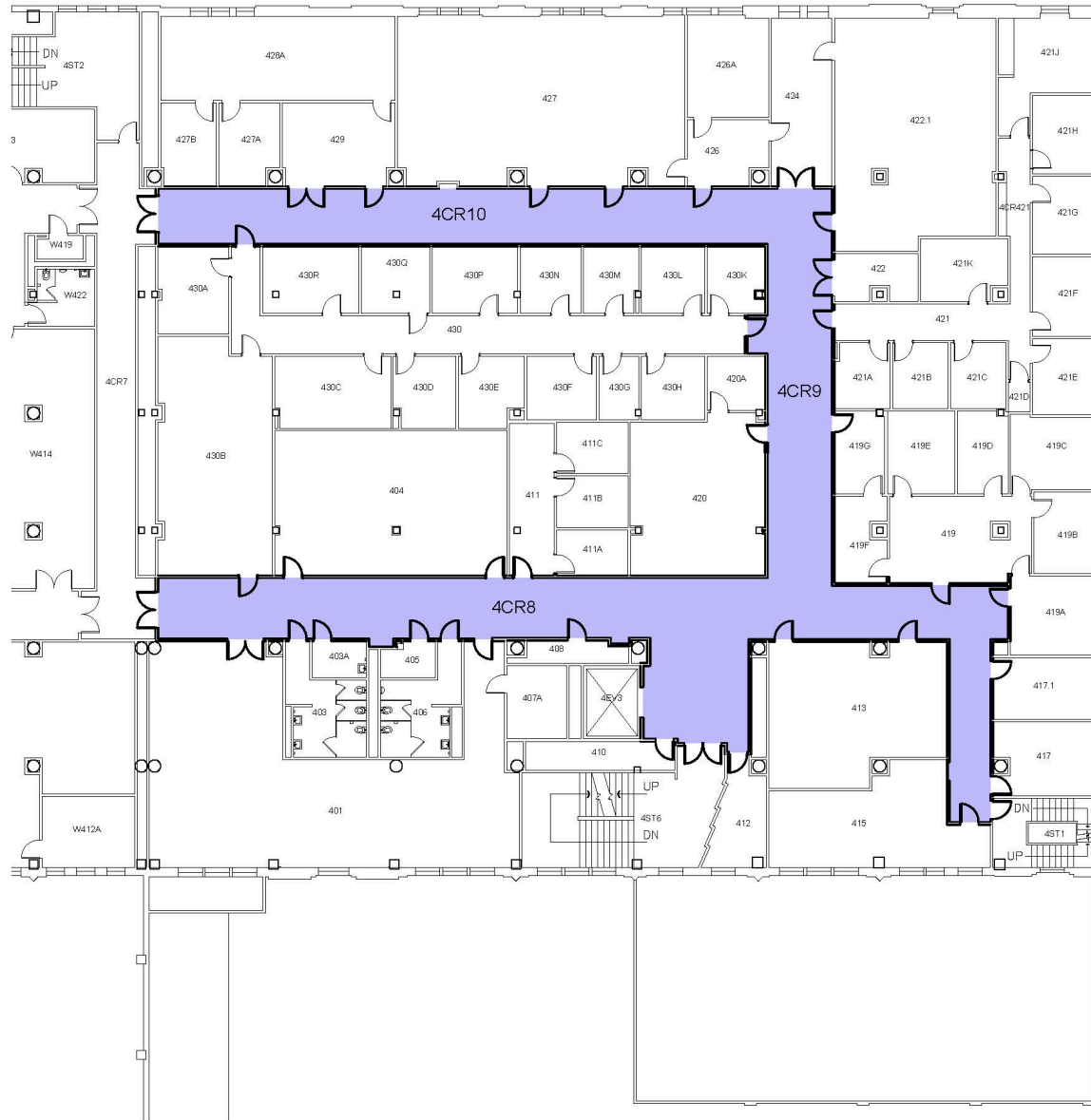
ROOM #	ROOM NAME
302	OFFICE
304	CORRIDOR
304A	OPEN OFFICE CUBICLES
304B	OFFICE
304C	OFFICE
304D	OFFICE
304E	OFFICE
306	OFFICE
306A	OFFICE
306B	OFFICE
310	COLLABORATION/RECEPTION
310A	OFFICE
310B	OFFICE
312	CONFERENCE
316	HALLWAY
318	OFFICE
320	OFFICE
328	STORAGE
330	STORAGE
332	MISC.
334	OFFICE
3CR13	PUBLIC CORRIDORS



THIRD FLOOR PLAN (NEBRASKA HALL EAST)



SCHORR CENTER RELOCATION



INTERMEDIATE DESIGN SUBMITTAL

- | | |
|---|--------------------------------------|
|  | HOLLAND COMPUTING SERVER CENTER |
|  | SCHOOL OF COMPUTING |
|  | COLLEGE OF ENGINEERING - OTHER |
|  | HOLLAND COMPUTING CENTER - OTHER |
|  | MECHANICAL AND MATERIALS ENGINEERING |
|  | BUILDING OTHER |

ROOM #	ROOM NAME
4CR8	EXISTING CORRIDOR
4CR9	EXISTING CORRIDOR
4CR10	EXISTING CORRIDOR



FOURTH FLOOR PLAN (NEBRASKA HALL EAST)



SCHORR CENTER RELOCATION

INTERMEDIATE DESIGN SUBMITTAL



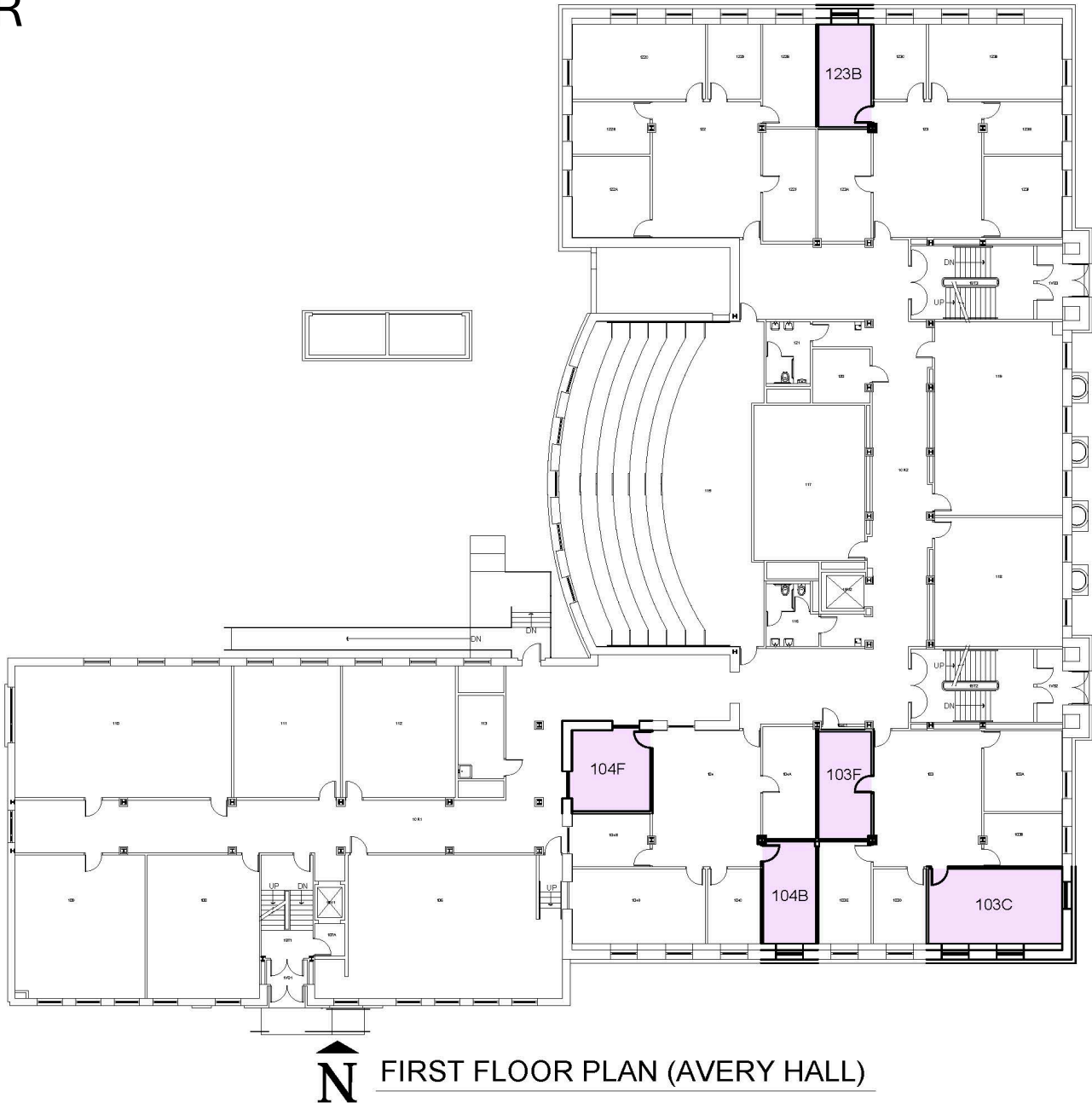
- HOLLAND COMPUTING SERVER CENTER
- SCHOOL OF COMPUTING
- COLLEGE OF ENGINEERING - OTHER
- HOLLAND COMPUTING CENTER - OTHER
- MECHANICAL AND MATERIALS ENGINEERING
- BUILDING OTHER

ROOM #	ROOM NAME
512	OFFICE
513	GS OFFICE
515	GS OFFICE
516	OFFICE
517	GS OFFICE
519	GS OFFICE
521	GS OFFICE
526	COMMON OFFICE (7)
527	SUPPLY/BREAK
527A	SUPPLY/BREAK
528	GRAD STUDENTS (10)
532	GRAD STUDENTS (10)
533	COMPUTER CLASSROOM
533A	GS OFFICE
534	GS OFFICE
535	EXPERIENCE LAB - WIRELESS TESTBED
536	GRAD STUDENTS (10)

 FIFTH FLOOR PLAN (NEBRASKA HALL EAST)



SCHORR CENTER RELOCATION



INTERMEDIATE DESIGN SUBMITTAL

- | | |
|---|--------------------------------------|
|  | HOLLAND COMPUTING SERVER CENTER |
|  | SCHOOL OF COMPUTING |
|  | COLLEGE OF ENGINEERING - OTHER |
|  | HOLLAND COMPUTING CENTER - OTHER |
|  | MECHANICAL AND MATERIALS ENGINEERING |
|  | BUILDING OTHER |

ROOM #	ROOM NAME
103C	LAB
103F	GS OFFICE
104B	OFFICE
104F	GS OFFICE
123B	OFFICE

SCHORR CENTER

RELOCATION

INTERMEDIATE DESIGN SUBMITTAL



- HOLLAND COMPUTING SERVER CENTER
- SCHOOL OF COMPUTING
- COLLEGE OF ENGINEERING - OTHER
- HOLLAND COMPUTING CENTER - OTHER
- MECHANICAL AND MATERIALS ENGINEERING
- BUILDING OTHER

ROOM #	ROOM NAME
268	OFFICE

 SECOND FLOOR PLAN (AVERY HALL)



SCHORR CENTER RELOCATION



 **THIRD FLOOR PLAN (AVERY HALL)**

INTERMEDIATE DESIGN SUBMITTAL

-  HOLLAND COMPUTING SERVER CENTER
-  SCHOOL OF COMPUTING
-  COLLEGE OF ENGINEERING - OTHER
-  HOLLAND COMPUTING CENTER - OTHER
-  MECHANICAL AND MATERIALS ENGINEERING
-  BUILDING OTHER

ROOM #	ROOM NAME
357	OFFICE
358.5	OFFICE
364	OFFICE
366.5	OFFICE

	HOLLAND COMPUTING SERVER CENTER
	SCHOOL OF COMPUTING
	COLLEGE OF ENGINEERING - OTHER
	HOLLAND COMPUTING CENTER - OTHER
	MECHANICAL AND MATERIALS ENGINEERING
	BUILDING OTHER

ROOM #	ROOM NAME
C005	UPS/ENTRY
C005A	EXISTING FIRE
C005B	DATA HALL
C007	FIRE
C017A	STORAGE
C017B	OFFICE
C017C	CLOSET
C017D	OFFICE
C017E	OFFICE
C017F	OFFICE
C017G	OFFICE
C017H	MECHANICAL
C017J	OFFICE
C017K	OFFICE
C017L	OFFICE
C0CR017	CORRIDOR

SCHORR CENTER RELOCATION



INTERMEDIATE DESIGN SUBMITTAL

-  HOLLAND COMPUTING SERVER CENTER
-  SCHOOL OF COMPUTING
-  COLLEGE OF ENGINEERING - OTHER
-  HOLLAND COMPUTING CENTER - OTHER
-  MECHANICAL AND MATERIALS ENGINEERING
-  BUILDING OTHER

ROOM #	ROOM NAME
C353	EXISTING VESTIBULE
C353A	EXISTING ROOM/FUTURE OFFICE
C353B	COMMON AREA
C353BA	GS OFFICE
C353BB	NEW OFFICE
C353C	NEW DSP LAB



THIRD FLOOR PLAN (SCOTT ENGINEERING CENTER)



Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation
University of Nebraska Board of Regents

PROGRAM
SUMMARY

Building Name	Total Gross Square Feet	Approx Remodel Area
Schorr Center	37,966 GSF	NA
Nebraska Hall	364,943 GSF	33,048 GSF
Scott Engineering Center	193,719 GSF	5,999 GSF
Avery Hall	105,902 GSF	1,843 GSF
TOTAL	702,530 GSF	40,890 GSF

Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation
University of Nebraska Board of Regents

PROGRAM
SUMMARY

Space Description	NE Hall	Scott Engineering Center	Avery Hall	Total
Circulation	8,380	966	0	9,346
Office	12,767	1,393	1,417	15,577
Lab/Project Room	4,776	706	338	5,820
Classroom/Meeting Rm	4,088	0	0	4,088
Building Support	1,463	2,648	0	4,111
NET SF	31,474	5,713	1,755	38,942
GROSS SF (approx.)	33,048	5,999	1,843	40,890

Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation
University of Nebraska Board of Regents

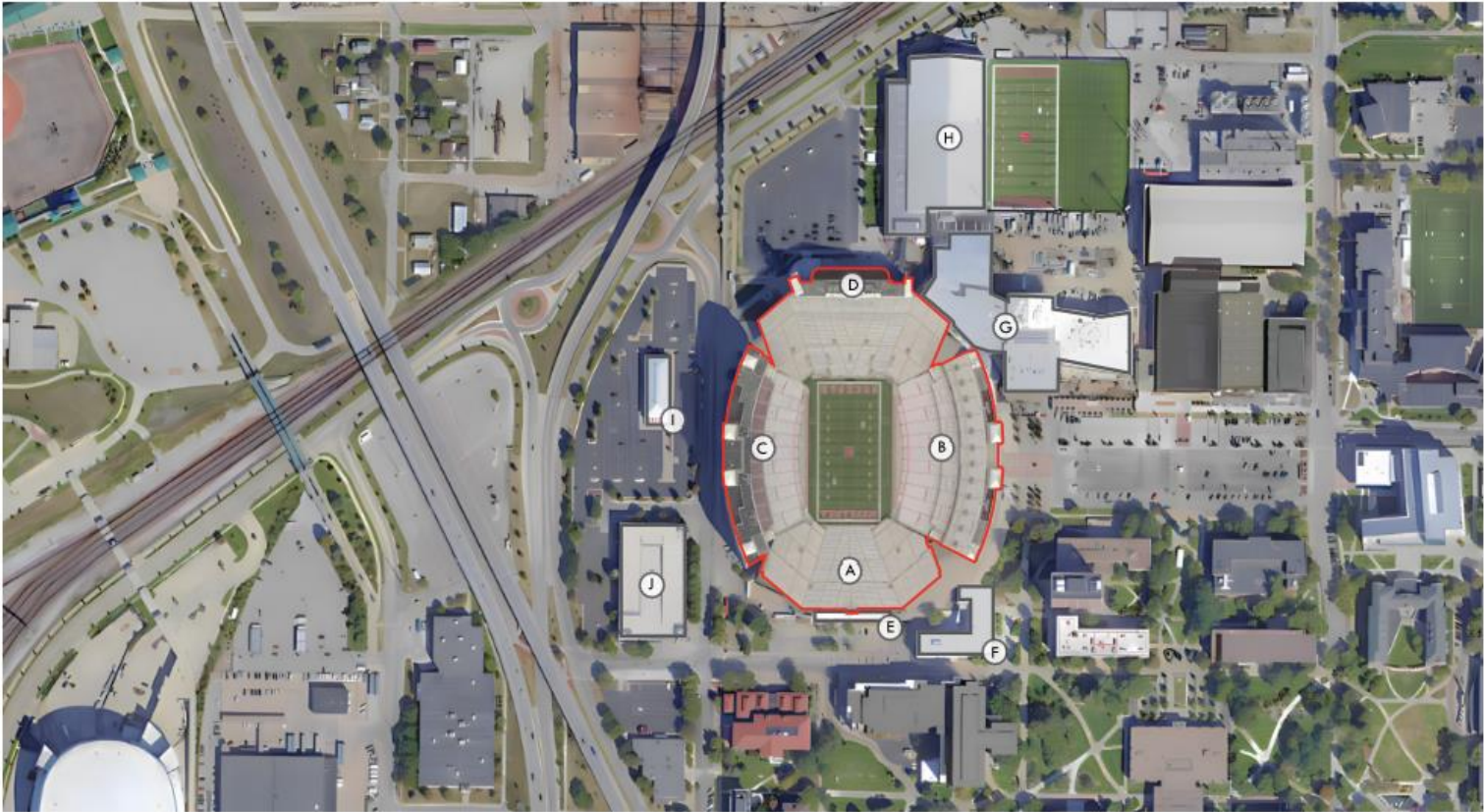
PROGRAM
SUMMARY

Space Description	NE Hall	Scott Engineering Center	Avery Hall	Total
Circulation	8,380	610	0	8,990
Office	12,767	578	1,417	14,762
Lab/Project Room	4,776	706	338	5,820
Classroom/Meeting Rm	4,577	0	0	4,577
Building Support	1,463	2,025	0	3,488
NET SF	31,963	3,919	1,755	37,637
GROSS SF (approx.)	33,561	4,115	1,843	39,519

Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation
University of Nebraska Board of Regents

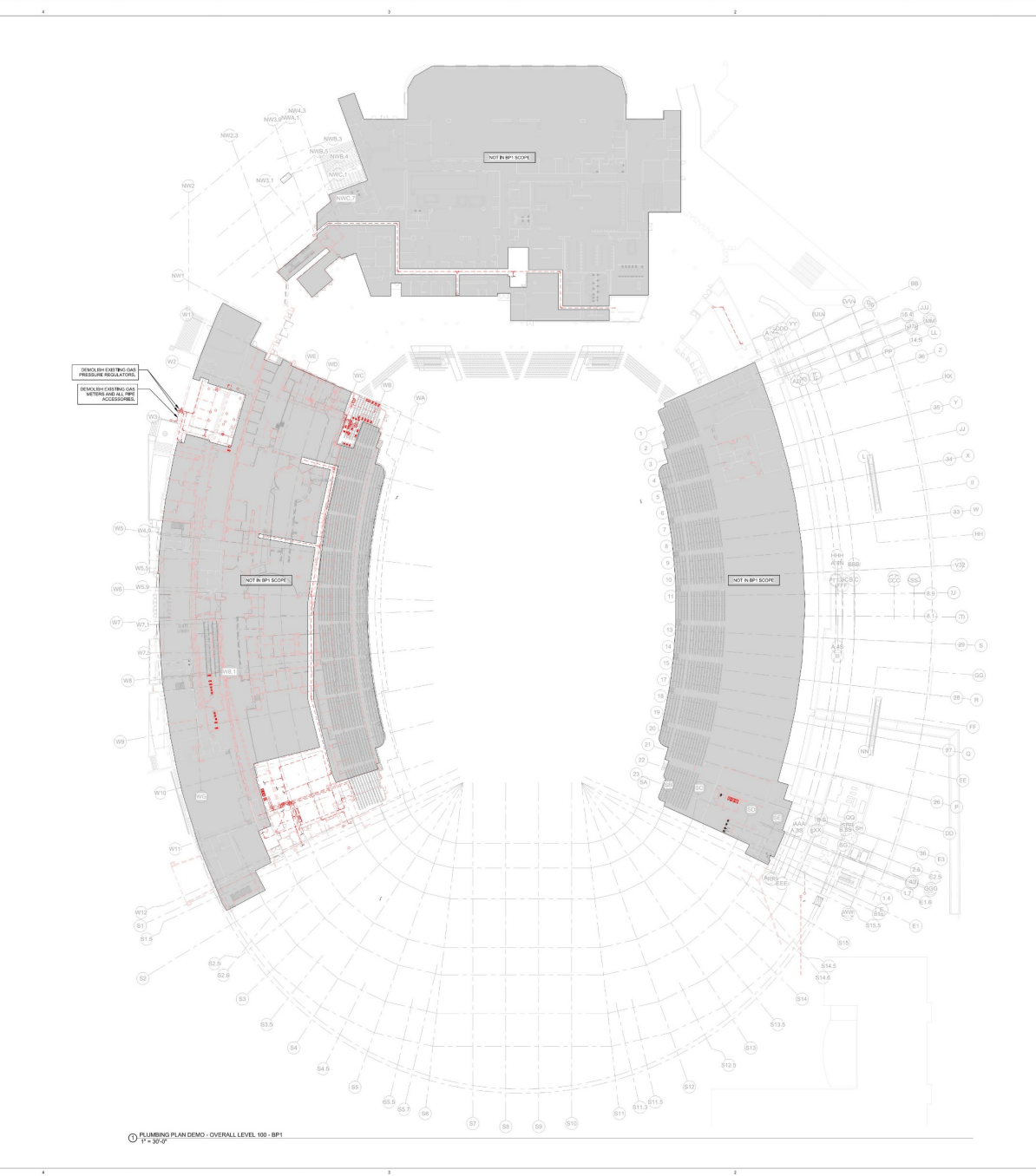
PROJECT LOCATION



- | | | | |
|----------------------------|------------------------|-------------------|-------------------------------------|
| Ⓐ South Stadium | Ⓓ North Stadium Infill | Ⓔ Go Big Facility | Ⓜ AKRS Champions Club |
| Ⓑ East Stadium Renovations | Ⓔ Schorr Center | Ⓜ Hawks Center | Ⓜ Stadium Drive parking & ticketing |
| Ⓒ West Stadium Renovations | Ⓕ Avery Hall | | |

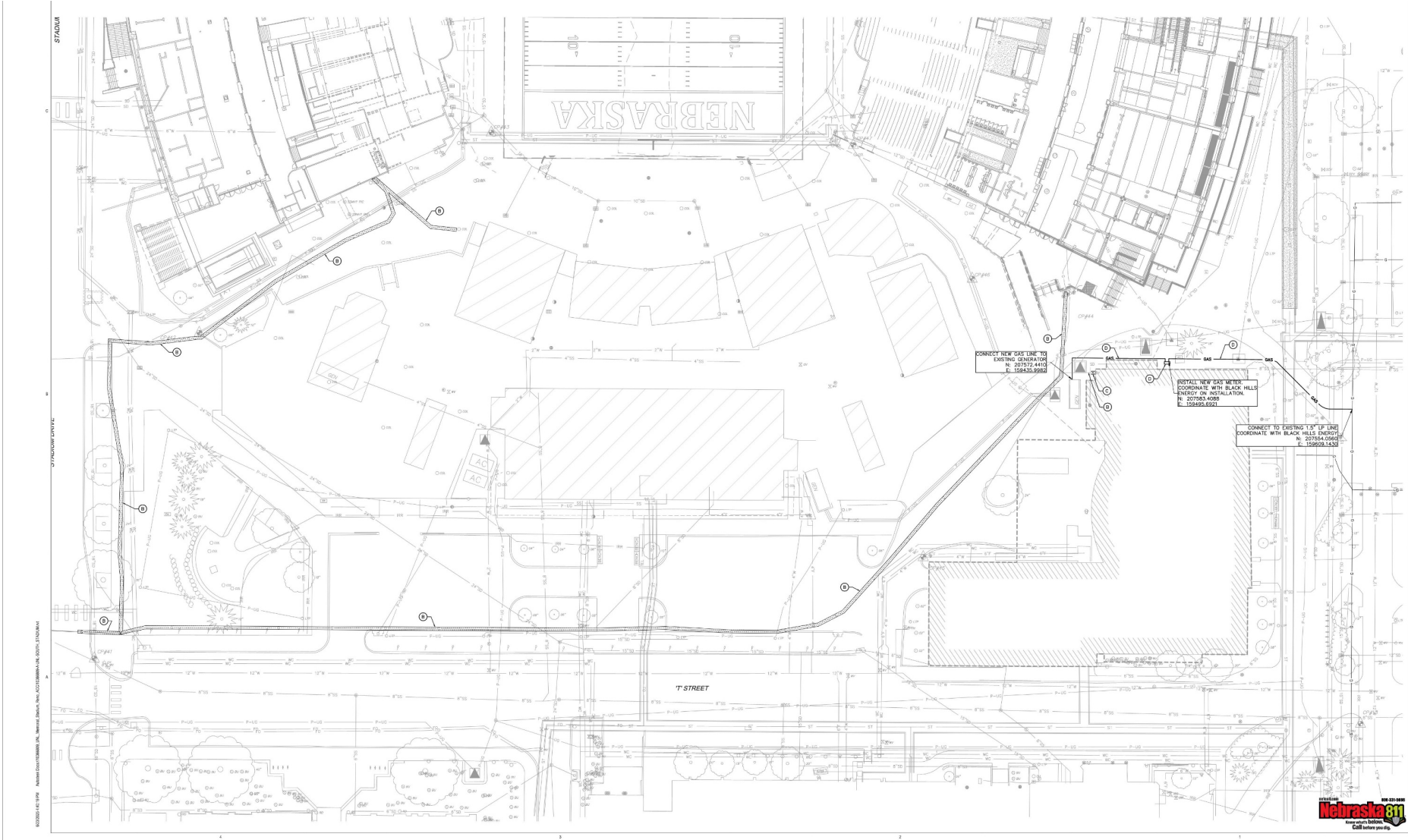
Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation
University of Nebraska Board of Regents

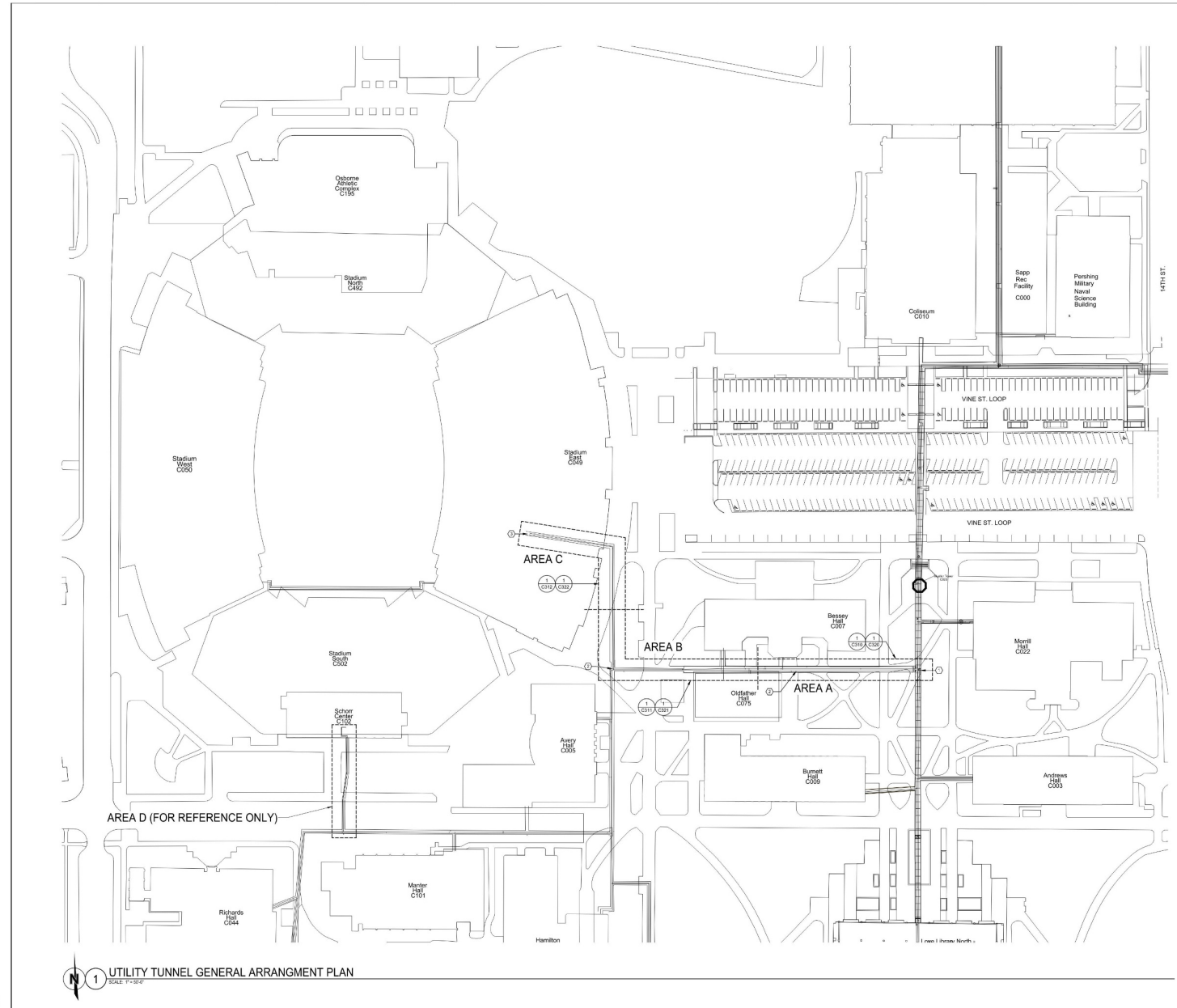


Memorial Stadium Improvements

IDR 1- Enabling and Schorr Relocation
University of Nebraska Board of Regents



IDR 1- Enabling and Schorr Relocation
University of Nebraska Board of Regents





BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

December 5, 2025

AGENDA ITEM: Quarterly Capital Construction Report

☐ **Review**

☐ **Review + Action**

☐ **Action**

☐ **Discussion**

☒ *This is a report required by Regents' policy.*

PRESENTERS: Anne Barnes, Senior Vice President | CFO

PURPOSE & KEY POINTS

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.6.3.2.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, 2025.

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2025

KEARNEY

Calvin T. Ryan Library LB384 Renovation

BoR Schedule Dates		Contracts		Date	Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget	
Project Approved:	10/8/2021	Sub. Comp.	Provider		Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$19,818,695
Construction Start:	6/1/2022		DLR Group Inc.	2/2/2022	\$2,207,300			1	\$35,750	\$2,243,050	A/E Selection	Non Construction:	\$5,181,305
Construction End Date:	7/31/2024	12/31/2024	MCL Construction	3/1/2022	\$11,000	1	\$19,181,145	2	\$539,610	\$19,731,755	CM at Risk Selection	Total Project Cost:	\$25,000,000
Phase: Post Construction					Amendments this quarter			Change Orders this quarter				% funds expended:	100%
					None			None				Funding Source	
												State Funds LB384	\$25,000,000
												Total Funding	\$25,000,000

NOTES: Project completed original scope on schedule/under budget.

GMP savings of approx. \$15,000 was used to complete additional
deferred maintenance items extending the schedule 144 days

This concludes reporting for this project

Douglas A. Kristensen Rural Health Education Complex

BoR Schedule Dates		Contracts		Date	Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget	
Project Approved:	8/11/2022	Sub. Comp.	Provider		Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$69,173,000
Construction Start:	9/30/2023		RDG Planning & Design	6/16/2023	\$5,338,300			1	\$37,735	\$5,376,035	A/E Selection	Non Construction:	\$25,827,000
Construction End Date:	7/31/2025	12/31/2025	MCL Construction	1/31/2023	\$7,500	2	\$63,917,500	3	\$0	\$63,925,000	CM at Risk Selection	Total Project Cost:	\$95,000,000
Phase: Construction					Amendments this quarter			Change Orders this quarter				% funds expended:	71%
					None			MCL CO-5			(\$26,534)	Funding Source	
												Federal	\$60,000,000
												Private/Trust	\$35,000,000
												Total Funding	\$95,000,000

As of September 30, 2025

Agricultural Hall HVAC and Fire Sprinkler

NOTES: Project completed original scope on schedule/under budget.

This concludes reporting for this project

Phase: Post Construction

NOTES: WT CO-5 includes work associated with private donor funds

Phase: Post Construction

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2025

LINCOLN													
Feedlot Innovation Center at ENREEC													
BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget	
Project Approved:	6/23/2022	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$7,137,923
Construction Start:	9/30/2022	1/28/2025	Settje Agri-Services & Engineer	7/20/2021	\$267,000	1	\$4,700,019	7	\$2,102,342	\$7,069,361	Design-Build	Non Construction:	\$362,077
Construction End Date:	9/30/2023											Total Project Cost:	\$7,500,000
Phase:	Construction											% funds expended:	97%
					Amendments this quarter				Change Orders this quarter			Funding Source	
					None				None			Private/Trust	\$7,500,000
												Total Funding	\$7,500,000
Kiewit Hall, Phase 2 College of Engineering Building													
BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget	
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$100,718,975
Construction Start:	3/31/2021		Clark & Enersen, Inc.	5/13/2020	\$5,700,000			6	\$606,533	\$6,306,533	A/E Selection	Non Construction:	\$14,281,025
Construction End Date:	11/30/2023	8/31/2024	Kiewit Bldg Group Inc	10/19/2020	\$525,000	6	\$93,139,975	13	\$1,832,520	\$95,497,495	CM at Risk Selection	Total Project Cost:	\$115,000,000
Phase:	Construction											% funds expended:	99%
					Amendments this quarter				Change Orders this quarter			Funding Source	
					None				None			Private/Trust	\$115,000,000
												Total Funding	\$115,000,000
Kimball Recital Hall LB384 Renovation													
BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget	
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$13,963,917
Construction Start:	8/31/2022		Quinn Evans Architects Inc.	4/27/2022	\$1,048,500			7	\$247,979	\$1,296,479	A/E Selection	Non Construction:	\$2,110,048
Construction End Date:	8/31/2024	3/21/2025	Sampson Construction Co.,	9/11/2023	\$12,980,882			23	\$207,298	\$13,188,180	Low Responsible Bid	Total Project Cost:	\$16,073,965
Phase:	Construction											% funds expended:	98%
					Amendments this quarter				Change Orders this quarter			Funding Source	
					None				Sam CO-22		\$16,056	State Funds LB384	\$16,073,965
									Sam CO-23		\$12,621	Total Funding	\$16,073,965
Lied Center for Performing Arts Renovation and Addition													
BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget	
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$19,488,000
Construction Start:	6/30/2022		HDR Architecture, Inc	12/12/2022	\$238,710					\$238,710	A/E Selection	Non Construction:	\$6,012,000
Construction End Date:	8/31/2024		HDR Architecture, Inc	8/31/2023	\$2,086,442					\$2,086,442	A/E Selection	Total Project Cost:	\$25,500,000
Phase:	Design			Architectural Wall Systems LL	10/16/2023	\$89,193				\$89,193	A/E Selection	% funds expended:	30%
		12/5/2025	The Whiting-Turner Contractin	12/13/2022	\$181,705	4	\$2,162,099			\$2,343,804	CM at Risk Selection	Funding Source	
					Amendments this quarter				Change Orders this quarter			Other	\$25,500,000
NOTES: Ch WT CO-4 extended preconstruction services					WT CO-4		\$370,557		None			Total Funding	\$25,500,000

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LINCOLN																		
Memorial Stadium Improvement Project																		
BoR Schedule Dates		Contracts		Date	Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget						
Project Approved:	10/5/2023	Sub. Comp.	Provider		Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$11,000,000					
Construction Start:			HDR Architecture, Inc *	4/7/2023	\$12,400,000			1	(\$2,707,081)	\$9,692,919	A/E Selection	Non Construction:	\$34,450,000					
Construction End Date:			HDR Architecture, Inc	4/1/2025	\$7,000,000			1	\$3,925,000	\$10,925,000	A/E Selection	Total Project Cost:	\$45,450,000					
Phase:	Planning	8/1/2025	Kiewit Building Group Inc	12/3/2023	\$1,800,000	2	\$2,834,995			\$4,634,995	CM at Risk Selection	% funds expended:	82%					
					Amendments this quarter			Change Orders this quarter			Funding Source							
					None			HDR CO-1			\$3,925,000	Campus Funds	\$45,450,000					
											Total Funding							
*Contract amount includes Feasibility Study																		
Morrill Hall LB384 Renovation																		
BoR Schedule Dates		Contracts		Date	Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget						
Project Approved:	12/3/2021	Sub. Comp.	Provider		Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$7,424,402					
Construction Start:			Kenneth Hahn Architects	3/21/2022	\$700,000					\$700,000	A/E Four Year	Non Construction:	\$1,262,500					
Construction End Date:		12/31/2023	3/7/2025	Rogge General Contractors, In	4/24/2023	\$5,946,500		10	\$784,756	\$6,731,256	Low Responsible Bid	Total Project Cost:	\$8,686,902					
Phase:	Construction											% funds expended:	93%					
					Amendments this quarter			Change Orders this quarter			Funding Source							
					None			Rogge CO-10			\$79,537	State Funds LB384	\$9,265,000					
											Total Funding							
NOTES: This project will finish under budget. \$578K was reallocated to other deferred maintenance needs earlier this year. As the project closes out, additional funds are projected for reallocation.																		
Neihardt Center LB384 Renovation																		
BoR Schedule Dates		Contracts		Date	Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget						
Project Approved:	8/11/2022	Sub. Comp.	Provider		Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$5,673,556					
Construction Start:			DLR Group Inc.	1/10/2023	\$1,962,000			3	(\$311,872)	\$1,650,128	A/E Selection	Non Construction:	\$2,326,444					
Construction End Date:		5/31/2024	12/13/2024	Sampson Construction Co., Inc	3/6/2023	\$20,000	5	\$4,950,660	1	\$8,887	\$4,979,547	CM at Risk Selection	Total Project Cost:	\$8,000,000				
Phase:	Post Construction											% funds expended:	86%					
					Amendments this quarter			Change Orders this quarter			Funding Source							
					None			None				State Funds LB384	\$8,000,000					
											Total Funding							
NOTES: This project will finish under budget and return ~\$150K for reallocation to other deferred maintenance needs																		
North Stadium Expansion																		
BoR Schedule Dates		Contracts		Date	Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget						
Project Approved:	10/25/2019	Sub. Comp.	Provider		Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$133,718,918					
Construction Start:			Bahr Vermeer & Haecker	6/23/2020	\$9,282,700			8	\$1,254,707	\$10,537,407	A/E Selection	Non Construction:	\$32,802,597					
Construction End Date:		4/30/2023	5/6/2024	Hausmann Construction, Inc.	6/26/2020	\$25,000	5	\$123,604,306	12	\$1,890,032	\$125,519,338	CM at Risk Selection	Total Project Cost:	\$166,521,515				
Phase:	Construction											% funds expended:	98%					
					Amendments this quarter			Change Orders this quarter			Funding Source							
					None			Hau CO-19			\$267,396	Campus Funds	\$763,248					
											Revenue Bonds							
											\$50,924,769							
											Private/Trust							
											\$114,833,498							
											Total Funding							
NOTES: Haus CO-19 encompassed work to address and rectify design errors and omissions																		

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LINCOLN													
Outdoor Track Replacement													
BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	2/7/2020	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$22,594,937
Construction Start:	3/31/2020		Clark & Enersen, Inc.	11/5/2019	\$675,000			2	\$297,000	\$972,000	A/E Four Year	Non Construction:	\$3,409,063
Construction End Date:	3/31/2021	1/1/2021	Nemaha Landscape Const.	10/27/2020	\$263,000			2	\$49,280	\$312,280	Low Responsible Bid	Total Project Cost:	\$26,004,000
Phase: Construction		1/17/2022	Nemaha Landscape Const.	2/3/2021	\$1,816,750			4	(\$641,000)	\$1,175,750	Low Responsible Bid	% funds expended:	80%
		5/4/2022	Nemaha Landscape Const.	5/4/2021	\$7,299,210			9	\$443,346	\$7,742,556	Low Responsible Bid	Funding Source	
		1/13/2024	Nemaha Landscape Const.	5/2/2023	\$1,562,800			3	\$102,257	\$1,665,057	Low Responsible Bid	Private/Trust	\$26,004,000
		11/12/2025	Hausmann Construction, Inc.	10/14/2024	\$7,529,000			6	\$1,416,329	\$8,945,329	Low Responsible Bid	Total Funding	\$26,004,000
					Amendments this quarter			Change Orders this quarter					
NOTES: Haus COs encompass work to accommodate client requests and address unforeseen conditions					None			Hau CO-5			\$27,528		
								Hau CO-6			\$240,783		

Pershing Military & Naval Science Building LB384 Renovation

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$10,063,189
Construction Start:	3/31/2022		HDR Architecture, Inc	9/22/2022	\$134,000			3	\$631,250	\$765,250	A/E Four Year	Non Construction:	\$1,298,111
Construction End Date:	12/31/2023	10/24/2025	BIC Construction LLC	11/22/2023	\$6,739,000			15	\$905,368	\$7,644,368	Low Responsible Bid	Total Project Cost:	\$11,361,300
Phase: Construction						Amendments this quarter			Change Orders this quarter			Funding Source	
						None			HDR CO-2			\$0	
									HDR CO-3			\$31,300	
									BIC CO-12			\$30,351	
									BIC CO-13			\$5,844	
									BIC CO-14			\$58,212	
									BIC CO-15			\$124,874	
NOTES: Substantial Completion is delayed ~ 30 days;													
BIC COs address unforeseen site conditions and extend the project timeline;													
HDR COs extend project construction administration services													
												Total Funding	\$11,361,300

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LINCOLN

Westbrook Music Building LB384 Replacement Project

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget					
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$67,404,297				
Construction Start:	5/31/2023		Sinclair, Hille & Associates, Inc.	4/20/2022	\$4,999,900			4	\$350,150	\$5,350,050	A/E Selection	Non Construction:	\$15,127,626				
Construction End Date:	5/31/2025	12/20/2025	Hausmann Construction, Inc.	9/9/2022	\$75,000	4	\$62,958,163	7	\$777,497	\$63,810,660	CM at Risk Selection	Total Project Cost:	\$82,531,923				
Phase: Construction																	
												Amendments this quarter		Change Orders this quarter		Funding Source	
												None		Sinclair CO-4		State Funds LB384	
														Hau CO-10		\$79,181,923	
														Hau CO-11		Private/Trust	
																\$3,000,000	
NOTES: Delays in IT/AV design and unforeseen circumstances associated with the exterior of the retained existing portion of Westbrook delay substantial completion ~9 months;																Other (City of Lincoln)	
																\$350,000	
														Total Funding		\$82,531,923	

NOTES: Delays in IT/AV design and unforeseen circumstances associated with the exterior of the retained existing portion of Westbrook delay substantial completion ~9 months;
A budget decrease is anticipated returning unused city funding for 10th street scope

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MEDICAL CENTER

Project Health														
BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget		
Project Approved:	1/24/2024	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$550,000	
Construction Start:	8/1/2025		Tri-Party Agreement HDR/Kiev	1/2/2024	\$3,756,023	2	\$36,754,970			\$40,510,993	CMR Selection Process	Non Construction:	\$58,555,000	
Construction End Date:	12/31/2032		HOK	9/1/2024	\$500,000	1	\$1,375,000			\$1,875,000	A/E Selection	Total Project Cost:	\$59,105,000	
Phase: Design			Hammes Company Healthcare	7/15/2024	\$1,670,000			1	\$0	\$1,670,000		% funds expended:	59.30%	
			KPMG LLP	10/4/2024	\$2,610,000					\$2,610,000		Funding Source		
			McCarthy Building Companies		\$2,138,145					\$2,138,145	CMR Selection Process	Donor Funds	\$59,105,000	
					Amendments this quarter			Change Orders this quarter			Total Funding			\$59,105,000
					None			None						

Saddle Creek Campus Administrative Facility (LB384)

BoR Schedule Dates		Contracts		Date	Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget	
Project Approved:	6/23/2022	Sub. Comp.	Provider		Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$87,565,424
Construction Start:	TBD		McCarthy Building Companies	11/3/2023	\$4,931,348	1	\$72,609,035	2	\$3,321,458	\$80,861,841	Developer Led	Non Construction:	\$17,433,576
Construction End Date:	TBD		Leo A Daly	5/26/2023	\$4,278,292					\$4,278,292		Total Project Cost:	\$104,999,000
Phase: Construction												% funds expended:	51.1%
					Amendments this quarter			Change Orders this quarter			Funding Source		
					None			1 \$835,979			LB384 & ILP \$104,999,000		
											Total Funding \$104,999,000		

Saddle Creek Campus Public Improvements (ILP)

BoR Schedule Dates		Contracts		Date	Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget	
Project Approved:	2/11/2022	Sub. Comp.	Provider		Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$14,699,076
Construction Start:	4/1/2023		Olsson, FHU, Benesch	2/15/2022	\$2,445,947					\$2,445,947	A/E Selection	Non Construction:	\$5,300,924
Construction End Date:	11/30/2024		Valley Corporation	2/3/2023	\$7,443,526			6	\$6,476,224	\$13,919,750	Low Responsible Bid	Total Project Cost:	\$20,000,000
Phase: Construction												% funds expended:	95%
					Amendments this quarter			Change Orders this quarter			Funding Source		
					None			None			Interlocal \$20,000,000		
											Total Funding \$20,000,000		

Student Housing

BoR Schedule Dates		Contracts		Date	Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget	
Project Approved:	8/16/2024	Sub. Comp.	Provider		Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$58,274,982
Construction Start:	TBD		Holland Basham Architects	8/30/2024	\$2,411,916					\$2,411,916	A/E Selection	Non Construction:	\$7,213,623
Construction End Date:	10/31/2026		Burlington Capital	10/1/2024	\$1,307,741					\$1,307,741	CMR Selection Process	Total Project Cost:	\$65,488,605
Phase: Design			Hausmann Construction	9/23/2024	\$4,628,040					\$4,628,040	CMR Selection Process	% funds expended:	41.62%
					Amendments this quarter			Change Orders this quarter			Funding Source		
					None			None			ILP \$65,488,605		
											Total Funding \$65,942,189		

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OMAHA

Biomechanics Research Building Phase 3 Addition

BoR Schedule Dates		Contracts		Date	Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget	
Project Approved:	4/11/2025	Sub. Comp.	Provider		Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$14,450,100
Construction Start:	11/30/2025		BWBR Architects Inc.	6/30/2025	\$1,308,480					\$1,308,480	A/E Selection	Non Construction:	\$2,649,900
Construction End Date:	1/31/2028	1/14/2028	McCarthy Building	9/8/2025	\$50,000					\$50,000	CM at Risk Selection	Total Project Cost:	\$17,100,000
Phase: Design												% funds expended:	1%
					Amendments this quarter			Change Orders this quarter				Funding Source	
					None			None				Private/Trust	\$17,100,000
												Total Funding	\$17,100,000

Health and Kinesiology Building LB384 Renovation for REACH

BoR Schedule Dates		Contracts		Date	Original	# of	Total	# of	Total	Current	Procurement Method	Approved Budget	
Project Approved:	8/11/2022	Sub. Comp.	Provider		Amount	Amend	Amend Amt	COs	CO Amt	Amount		Construction:	\$7,179,614
Construction Start:	12/31/2022		RDG Planning & Design	9/6/2022	\$691,991					\$691,991	A/E Selection	Non Construction:	\$2,052,386
Construction End Date:	8/31/2024	10/27/2024	Boyd Jones Construction	12/12/2022	\$12,500	2	\$7,406,099	2	(\$739,485)	\$6,679,114	CM at Risk Selection	Total Project Cost:	\$9,232,000
Phase: Post Construction												% funds expended:	99%
					Amendments this quarter			Change Orders this quarter				Funding Source	
					None			None				State Funds LB384	\$10,000,000
												Total Funding	\$10,000,000

UNO LB384 Electrical Switch Relocation

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current	Approved Budget		
Project Approved:	4/11/2025	Sub. Comp.	Provider	Date	Amount	Amend	Amend Amt	COs	CO Amt	Amount	Procurement Method	Construction:	\$6,362,900
Construction Start:	5/9/2024		Alvine & Assoc	10/26/2022	\$147,000			4	\$136,500	\$283,500	A/E Selection	Non Construction:	\$537,100
Construction End Date:	12/31/2025	8/1/2024	Ronco Construction Co	5/9/2024	\$857,254			3	\$16,436	\$873,690	Low Responsible Bid	Total Project Cost:	\$6,900,000
Phase:	Construction	5/30/2025	Harold K Scholz Co	1/16/2025	\$1,330,000			1	\$32,916	\$1,362,916	Non Competitive	% funds expended:	73%
					Amendments this quarter			Change Orders this quarter			Funding Source		
					None			Alvine CO-5			\$4,500	State Funds LB384	\$6,900,000
								Scholz CO-1			\$32,916	Total Funding	\$6,900,000

Omaha, Nebraska
October 3, 2025

The Board of Regents of the University of Nebraska met on October 3, 2025, at 9:00 a.m. in the Atrium of the Davis Global Center, 4111 Emile, Omaha, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advanced publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1 (page 52).

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 26, 2025.

Regents present:

Timothy Clare
Paul Kenney, Chair
Elizabeth O'Connor
Robert Schafer
Jim Scheer, Vice Chair
Jack Stark
Barbara Weitz
Kathy Wilmot
Sam Schroeder, University of Nebraska at Kearney
Libby Wilkins, University of Nebraska-Lincoln
Brock Calamari, University of Nebraska Medical Center
Drew Leisy, University of Nebraska at Omaha

University officials present:

Jeffrey P. Gold, President
David Jackson, Interim Executive Vice President and Provost
Katie Hoffman, Corporation Secretary
Neil Schnoor, Chancellor, University of Nebraska at Kearney
Rodney D. Bennett, Chancellor, University of Nebraska-Lincoln
Dele H. Davies, Interim Chancellor, University of Nebraska Medical Center
Joanne Li, Chancellor, University of Nebraska at Omaha
Tiffany Heng-Moss, Interim Vice President, NU; Harlan Vice Chancellor, IANR Office of Vice Pres/Vice Chancellor
Anne Barnes, Senior Vice President and Chief Financial Officer
Bren Chambers, Vice President and General Counsel
Chris Kratochvil, Vice President for External Relations

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 9:00 a.m. Attendance is indicated above.

Chair Kenney announced the location of the Open Meetings Act in the Boardroom.

III. CLOSED SESSION

Motion Moved by Schafer and seconded by Scheer 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 subjects:

- Personnel Matters

Action Student Opinion: Voting Aye: Calamari, Wilkins, Schroeder, Leisy. Voting Aye: Kenney, O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot, Clare. Motion carried.

The Board went into closed session at 9:02 a.m.
The Board reconvened the open meeting at 10:10 a.m.

IV. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON August 14, 2025

Motion Moved by Schroeder and seconded by Calamari to approve the minutes and ratify the actions of the meeting on August 14, 2025.

Action Student Opinion: Voting Aye: Wilkins, Schroeder, Leisy, Calamari. Voting Aye: O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney. Motion carried.

V. PRESENTATIONS

University of Nebraska Medical Center Military and Veteran Partnerships

- *H. Dele Davies, MD, Interim Chancellor*
- *John Lowe, Ph.D., Director, Global Center for Health Security*

VI. KUDOS

Regent Schroeder presented a KUDOS award to Ted Eichholz, Assistant Chief of Police at the University of Nebraska at Kearney.

Regent Wilkins presented a KUDOS award to Shelly Cutsor, Director of Research Finance at the University of Nebraska-Lincoln.

Regent Calamari presented a KUDOS award to Tina Renner, Business Operations Coordinator in the Police and Public Safety Department at the University of Nebraska Medical Center.

Regent Leisy presented a KUDOS award to Randy Mattley, Communications Specialist for the College of Communication, Fine Arts and Media at the University of Nebraska at Omaha.

VII. RESOLUTIONS

Regent Scheer Presented the following resolution for Coach John Cook:

WHEREAS, on January 29, 2025, four-time national champion and long-serving Nebraska Volleyball Head Coach John Cook, the winningest Division I volleyball coach of the century, announced his retirement, concluding a remarkable 32-year collegiate coaching career, including 25 years leading the Huskers; and

WHEREAS, under his leadership, Nebraska Volleyball earned four NCAA national championships (2000, 2006, 2015, 2017), 12 NCAA Semifinal appearances, eight NCAA Finals appearances, and 14 conference titles; and

WHEREAS, with 883 career victories, including 722 at Nebraska, Coach Cook holds the fifth-most wins in NCAA history and boasts the best win percentage of any Division I volleyball program over the past 25 years; and

WHEREAS, during his tenure, Nebraska Volleyball produced 72 AVCA All-Americans, 25 Academic All-Americans, five Olympians, and earned the Honda-Broderick Cup, the highest honor in women's collegiate athletics; and

WHEREAS, Coach Cook was named AVCA National Coach of the Year three times, conference Coach of the Year eight times, received the USA Volleyball All-Time Great Coach Award, and was inducted into the AVCA Hall of Fame in 2017; and

WHEREAS, throughout his sensational career, Coach Cook matched on-court success with a vision that extended far beyond trophies—raising the national profile of Nebraska Volleyball while advancing academic achievement and athletic excellence; and

WHEREAS, Coach Cook led Nebraska Volleyball's move to the Bob Devaney Sports Center, transforming the fan experience and building a record-setting sellout streak that reflects the unmatched passion of Husker Nation; and

WHEREAS, under his leadership, Nebraska Volleyball built a fan base and culture unrivaled in women's sports—culminating in Volleyball Day in Nebraska, when 92,003 fans filled Memorial Stadium, setting a world record for attendance at a women's sporting event; and

WHEREAS, through bold vision and his enduring mantra to “Dream Big,” Coach Cook expanded Nebraska Volleyball into a national model—elevating the program and inspiring others to pursue excellence without limits; and

WHEREAS, he brought his team and the sport to all corners of the state, with spring matches from Norfolk to Ogallala, outreach to young athletes, and a commitment to making Husker Volleyball a shared point of pride for Nebraskans everywhere; and

WHEREAS, originally from coastal California, Coach Cook came to embody the spirit of Nebraska—building meaningful connections across the state, embracing a persona rooted in humility, hard work, and pride in the land and its people, earning him endearment as “Cowboy Cook” by fans near and far; and

WHEREAS, Coach Cook's leadership was grounded not just in on-court strategy, but in all around character—marked by steadiness, humility, and a continual drive to grow, adapt, and lead with integrity; and

WHEREAS, in recognition of his enduring contributions, Husker Athletics has honored Coach Cook with the naming of John Cook Arena at the Bob Devaney Sports Center, and the installation of a bronze statue in his likeness, ensuring his legacy will continue to inspire for generations; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Regents of the University of Nebraska extends its deepest appreciation to Coach John Cook for a career that has transformed Nebraska Volleyball into a national powerhouse, strengthened communities across the state, and elevated the visibility and value of women’s athletics; and

BE IT FURTHER RESOLVED, that this Board celebrates the extraordinary vision and legacy of a coach, teacher, and lifelong learner—who has led not only a team, but inspired a state through volleyball, and showcased the very best of Nebraska on the national stage.

- Motion

Moved by Clare and seconded by Schroeder to approve the Resolution as it stands.
- Action

Student Opinion: Voting Aye: Schroeder, Leisy, Calamari, Wilkins. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney, O’Connor. Motion carried.

VIII.

HEARINGS

None

IX.

PRESIDENT’S REMARKS

President Gold shared an update on the University, including the upcoming Project Health milestone and the benefits to the state and the nation from this project. He went on to thank the UNMC team for hosting the Board of Regents for their October board meeting.

He shared with the public the ongoing partnership between the US military and the University of Nebraska and the importance of the partnership for both entities. He then expanded directly on partnerships that all campuses are participating in in their respective communities. He introduced us to the families honored at World Marrow Day during Husker football Saturday, showing a video that highlighted the story of these particular individuals and the gift that was given.

He reminded the public that we are currently in the 2nd annual competition for “We Give Blood” among the Big 10 schools and that we are second but slowly gaining on the first place school.

He thanked Coach Cook for his contributions to the university, state, and volleyball at large. He finished by reiterating the commitment made at the State of the University to continue the positive direction of this University.

X.

PUBLIC COMMENT

Sarah Zuckerman addressed the Board regarding shared governance

Robert Szot addressed the Board regarding budget cuts to UNL Department of Earth and Atmospheric Sciences

Erin Haacker addressed the Board regarding UNL budget cuts

Crystal Garcia addressed the Board regarding proposed UNL budget cuts and the budget cut process

Kent Eskridge addressed the Board regarding proposal to eliminate the UNL department of statistics

Ricoh Mountain addressed the Board regarding Elizabeth O'Connor and her accident/DUI

Elizabeth Niehaus addressed the Board regarding proposed UNL budget cuts and the budget cut process

Carolyn Folsom addressed the Board regarding Elizabeth O'Connor

Sandra Starkey addressed the Board regarding the department of Textiles, Merchandising, and Fashion Design and how the workforce needs in NE would be unmet if department is eliminated

Joseph Neary addressed the Board with support for Elizabeth O'Connor

Heike Hofmann addressed the Board regarding missing or faulty data leading to damaging conclusions

Elvira Abrica addressed the Board regarding the Department of Educational Administration (EDAD) at UNL

Barney McCoy addressed the Board regarding proposed UNL budget cuts and the budget cut process

Michael Burton addressed the Board regarding impact of dept closures on transfer students from faculty senate perspective

Jennifer Johnson Jorgenson addressed the Board regarding proposed UNL budget cuts and the impact on the University and the broader Nebraska community

Kelsy Burke addressed the Board regarding proposed UNL budget cuts

Dakota Taylor addressed the Board regarding the staff perspective from TMFD of the proposed budget cuts

Susan Vanderplas addressed the Board regarding proposed UNL budget cuts and use of metrics by the Chancellor's office

Corey Rumann addressed the Board regarding proposed UNL budget cuts and recommendations currently at UNL

XI. UNIVERSITY CONSENT AGENDA

Motion Moved by Leisy and seconded by Schroeder to approve all Consent items.

ACADEMIC AFFAIRS

XI-A-1 President's Personnel Recommendations.

XI-A-2 Approval to award degrees and certificates for the 2025-2026 Academic Year, including 2026 Summer Sessions, for the Nebraska College of Technical Agriculture (NCTA), University of Nebraska at Kearney (UNK), University of Nebraska-Lincoln (UNL), University of Nebraska Medical Center (UNMC), and University of Nebraska at Omaha (UNO).

Action Student Opinion: Voting Aye: Leisy, Calamari, Wilkins, Schroeder. Voting Aye: Scheer, Stark, Weitz, Wilmot, Clare, Kenney, O'Connor, Schafer. Motion carried.

XII. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

Motion Moved by Wilmot, seconded by Wilkins to approve items XII-A-1 and XII-A-2.

XII-A-1 Approve the elimination of the Bachelor of Science in Industrial Technology administered by the Department of Industrial Technology in the College of Business and Technology at the University of Nebraska at Kearney.

XII-A-2 Approve the elimination of the Bachelor of Science in Industrial Technology Applied Science Comprehensive administered by the Department of Industrial Technology in the College of Business and Technology at the University of Nebraska at Kearney.

Action Student Opinion: Voting Aye: Calamari, Wilkins, Schroeder, Leisy. Voting Aye: Stark, Weitz, Wilmot, Clare, Kenney, O'Connor, Schafer, Scheer. Motion carried.

Motion Moved by Wilmot and seconded by Leisy to approve items XII-A-3

XII-A-3 Approve the elimination of the Master of Science in Horticulture and rename the Master of Science in Agronomy to the Master of Science in Agronomy and Horticulture administered by the Department of Agronomy and Horticulture in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln.

Action Student Opinion: Voting Aye: Wilkins, Schroeder, Leisy, Calamari. Voting Aye: Weitz, Wilmot, Clare, Kenney, O'Connor, Schafer, Scheer, Stark. Motion carried.

B. BUSINESS AND FINANCE

Motion Moved by Leisy, seconded by Schroeder to approve item XII-B-1.

XII-B-1 Approve the Intermediate Design Report #2 for Project Health at the University of Nebraska Medical Center.

Action Student Opinion: Voting Aye: Schroeder, Leisy, Calamari, Wilkins. Voting Aye: Wilmot, Clare, Kenney, O'Connor, Scheer, Stark, Weitz. Not Voting: Schafer. Motion carried.

C. EXECUTIVE

Motion Moved by Calamari, seconded by Leisy to approve item XII-C-1.

Motion Friendly amendment offered by Regent Wilmot. Motion denied.

XII-C-1 Approve amendments to Regents' Policies RP- 6.3.

Action Student Opinion: Voting Aye: Leisy, Calamari, Wilkins, Schroeder. Voting Aye: Clare, Kenney, O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot. Motion carried.

D. FOR INFORMATION ONLY

XII-D-1 Amendments to Section 1.3 of the Bylaws of the Board of Regents of the University of Nebraska and Section 1.2 of the Standing Rules of the Board of Regents.

E. REPORTS

XII-E-1 Report on 2nd Quarter Personnel Reports (April, May, June 2025) and Annual Personnel Reports.

XII-E-2 Report on annual Leaves of Absence (LOA) approved during FY 2024-25.

XII-E-3 Report on the Periodic Review of Multi-Departmental Academic Centers for Research, Teaching, and/or Service.

XII-E-4 Program Monitoring Report required by the Board of Regents (BOR)-Supplement.

XII-E-5 Report on the Academic Calendar.

XII-E-6 Report on Naming of the Digital Fabrication Lab in Kiewit Hall at UNL, the "Tom & Nancy Lauerman Digital Fabrication Lab."

XII-E-7 Report on naming of the boardroom in the Prem. S. Paul Research Center at Whittier School at UNL, "The Zeleny Leadership Boardroom."

XII-E-8 Report on Contracting with Nebraska Medicine for an Athletic Medicine Clinic supporting Nebraska Athletics student-athletes.

XII-E-9 Report of Bids and Contracts.

XII-E-10 Quarterly Capital Construction Report.

XII-E-11 Quarterly Report of Gifts, Grants, Contracts, and Bequests.

XII-E-12 Report on Licenses.

XII-E-13 Report on Excess Liability and Student Health Insurance.

XIII. CLOSED SESSION

Motion Moved by Clare and seconded by Leisy 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 subjects:

- Personnel Matters

Action Student Opinion: Voting Aye: Wilkins, Schroeder, Leisy, Calamari. Voting Aye: O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney. Motion carried.

The Board went into Closed Session at 12:41 p.m.

The Board returned from Closed Session at 1:25 p.m.

ADJOURNMENT

There being no further business, the meeting was adjourned by Chair Kenney at 1:25 p.m.

Respectfully submitted,

Katie Hoffman
Corporation Secretary

Paul Kenney
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, October 3, 2025 at 9:00 a.m. in the Davis Global Center Atrium at the University of Nebraska Medical Center, 4111 Emile St., Omaha, Nebraska 68105.

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/agendas-minutes>.

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

Dated: September 26, 2025

Katie Hoffman, Corporation Secretary
Board of Regents of the University of Nebraska



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