Board of Regents Meeting

Varner Hall, Boardroom

Friday, April 24, 2026

9:00 a.m.

2026.04.24 Board of Regents Meeting

Agenda
- 2026-04-24 AGENDA.docx 5

Resolutions

Closed Session

Consent Agenda
- Academic Affairs
  - X-A-1
    - Addendum X-A-1 Consent Agenda 2026.04.24.docx 9
- Business & Finance
  - X-B-1
    - Addendum X-B-1 2026.03.13 - Agenda Item.docx 10
    - Addendum X-B-1 2026.03.13 - Details.pdf 11
  - X-B-2
    - Addendum X-B-2 2026.03.13 - Agenda Item.docx 13
    - Addendum X-B-2 2026.03.13 - Details.docx 14

Administrative Agenda
- Academic Affairs
  - XI-A-1
    - Addendum XI-A-1 2026 0424.pdf 24
  - XI-A-2
    - Addendum XI-A-2.pdf 25
    - Addendum XI-A-2 Materials.pdf 26
  - XI-A-3
    - Addendum XI-A-3.pdf 32
    - Addendum XI-A-3 Materials.pdf 33
  - XI-A-4
    - Addendum XI-A-4.pdf 39
    - Addendum XI-A-4 Materials.pdf 40
  - XI-A-5
    - Addendum XI-A-5.pdf 48
    - Addendum XI-A-5 Materials.pdf 49
  - XI-A-6
    - Addendum XI-A-6.pdf 55
    - Addendum XI-A-6 Materials.pdf 56
  - XI-A-7
    - Addendum XI-A-7.pdf 98
    - Addendum XI-A-7 Materials.pdf 99
  - XI-A-8
    - Addendum XI-A-8.pdf 148
    - Addendum XI-A-8 Materials.pdf 149
  - XI-A-9
    - Addendum XI-A-9.pdf 218
    - Addendum XI-A-9 Materials.pdf 219
- Business & Finance

XI-B-1
Addendum XI-B-1 2026.03.13 - Agenda Item.docx 233
Addendum XI-B-1 2026.03.13 - Details.docx 236
XI-B-2
Addendum XI-B-2 2026.03.13 - Agenda Item.docx 250
Addendum XI-B-2 2026.04.07 - Details.doc 251
XI-B-3
Addendum XI-B-3 2026.03.13 - Agenda Item.docx 257
Addendum XI-B-3 2026.03.31 Details.doc 259
XI-B-4
Addendum XI-B-4 2026.03.13 - Agenda Item.docx 268
Addendum XI-B-4 2026.03.13 - Details.pdf 270
XI-B-5
Addendum XI-B-5 2026.03.13 - Agenda Item.docx 286
Addendum XI-B-5 2026.03.13 - Details.docx 287
XI-B-6
Addendum XI-B-6 2026.03.13 - Agenda Item.docx 299
Addendum XI-B-6 2026.03.13 - Presentation.pptx 300
XI-B-7
Addendum XI-B-7 2026.03.13 - Agenda Item.docx 312
Addendum XI-B-7 2026.04.09 - Details.docx 314
XI-B-8
Addendum XI-B-8 2026.03.13 - Agenda Item.docx 327
Addendum XI-B-8 2026.03.13 - Details.docx 328
XI-B-9
Addendum XI-B-9 2026.03.13.docx 345
Addendum XI-B-9 2026.03.30 Details.pdf 347
Executive Agenda
XI-C-1
Addendum XI-C-1 Agenda Item.docx 387
Addendum XI-C-1 Supplemental Materials.docx 388
XI-C-2
Addendum XI-C-2 Agenda Item.docx 390
Addendum XI-C-2 Regents Policies, ch 4-6, V0.10.docx 391
For Information Only
Reports
XI-E-1
Addendum XI-E-1.pdf 528
Addendum XI-E-1 Materials.pdf 529
XI-E-2
Addendum XI-E-2.pdf 542
Addendum XI-E-2 Materials.pdf 543
XI-E-3
Addendum XI-E-3.pdf 556
Addendum XI-E-3 Materials.pdf 557
XI-E-4
Addendum XI-E-4.pdf 569
Addendum XI-E-4 Materials.pdf

570
XI-E-5
Addendum XI-E-5.pdf 584
Addendum XI-E-5 Materials.pdf 585
XI-E-6
Addendum XI-E-6.pdf 597
Addendum XI-E-6 Materials.pdf 598
XI-E-7
Addendum XI-E-7.pdf 603
Addendum XI-E-7 Materials.pdf 604
XI-E-8
Addendum XI-E-8.pdf 618
Addendum XI-E-8 Materials.pdf 619
XI-E-9
Addendum XI-E-9 2026.03.13.docx 624
XI-E-10
Addendum XI-E-10 2026.03.13.docx 625
XI-E-11
Addendum XI-E-11 2026.03.13.docx 626
XI-E-12
Addendum XI-E-12 2026.03.13 - UNK.docx 628
Addendum XI-E-12 2026.03.13 - UNL.docx 632
Addendum XI-E-12 2026.03.13 - UNMC - Agenda Item.docx 635
Addendum XI-E-12 2026.03.13 - UNMC - Details.docx 636
Addendum XI-E-12 2026.04.16 - UNO.docx 639
Addendum XI-E-12 2026.03.13 - UNOP.docx 642
XI-E-13
Addendum XI-E-13 2026.03.13 - Agenda Item.docx 644
Addendum XI-E-13 2026.03.13 - Details.xlsx 645
XI-E-14
Addendum XI-E-14 - Agenda-jg.docx 649
Addendum XI-E-14 Details SPPI Board Book April 2026_V2.pdf 650
Additional Business
Minutes for Approval
MINUTES - 2026-02-06.docx 657

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, Nebraska 68583-0745
Friday, April 24, 2026
9:00 a.m.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON February 6, 2026

IV. PRESENTATIONS
Major General Rick Evans III (Ret), NSRI Executive Director, Summary of NSRI activity

V. KUDOS
Megan Telecky, University of Nebraska at Kearney
Gail Meyer, University of Nebraska-Lincoln
Diane Morris Mack, University of Nebraska Medical Center
December Lange Treacy, University of Nebraska at Omaha

VI. RESOLUTIONS
Recognition for Sam Schroeder, University of Nebraska at Kearney
Recognition for Libby Wilkins, University of Nebraska-Lincoln
Recognition for Brock Calamari, University of Nebraska Medical Center
Recognition for Drew Leisy, University of Nebraska at Omaha

VII. PRESIDENT'S REMARKS

VIII. PUBLIC COMMENT
The Standing Rules of the Board provide that any person who gives 24 hours' notice to the Corporation Secretary of the Board may speak to any item that is not on the agenda. In addition, any person may appear and address the Board of Regents on any item on the agenda for this meeting.

IX. CLOSED SESSION

X. UNIVERSITY CONSENT AGENDA
- A. ACADEMIC AFFAIRS
  1. President's Personnel Recommendations, Addendum X-A-1
- B. BUSINESS AND FINANCE
  1. Approve the Nebraska Investment Council to reinvest the annual income of the Bessey Memorial Fund and make distributions when requested by the University of Nebraska, Addendum X-B-1
  2. Approve the agreement between UNMC's Human DNA Lab (Lab) and the Nebraska State Patrol Crime Lab (NSP), Addendum X-B-2

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. Approve the award of Honorary Degrees and Awards [please note: this item will be voted on after Closed Session], Addendum XI-A-1

University of Nebraska at Kearney

2. Approve the elimination of the Bachelor of Arts in Modern Languages - German Emphasis, administered by the Department of Modern Languages in the College of Arts and Sciences at the University of Nebraska at Kearney (UNK), Addendum XI-A-2
3. Approve the elimination of the Bachelor of Arts in Education, Modern Languages 7-12 German Teaching Endorsement, administered by the Department of Modern Languages, in the College of Arts and Sciences at the University of Nebraska at Kearney (UNK), Addendum XI-A-3
4. Approve the elimination of the Master of Science Education Degree in Higher Education, Student Affairs in the Department of Counseling, School Psychology and Family Science in the College of Education at the University of Nebraska at Kearney (UNK), Addendum XI-A-4
5. Approve the elimination of the Bachelor of Music, Music Comprehensive-Music Business Emphasis administered by the Department of Music, Theatre & Dance, in the College of Arts and Sciences at the University of Nebraska at Kearney (UNK), Addendum XI-A-5

University of Nebraska Medical Center

6. Approve the establishment of the Research Center for Developmental Toxicology and Pharmacology (RCDToP) to be administered by the Department of Pharmacology and Experimental Neuroscience, in the College of Medicine, at the University of Nebraska Medical Center (UNMC), Addendum XI-A-6

University of Nebraska at Omaha

7. Approve the establishment of the Bachelor of Science in Professional Training and Development administered by the Division of Continuing Studies in the College of Public Affairs and Community Service at the University of Nebraska at Omaha (UNO), Addendum XI-A-7
8. Approve the establishment of the Doctor of Social Work (DSW) degree administered by the Grace Abbott School of Social Work in the College of Public Affairs and Community Service at the University of Nebraska at Omaha (UNO), Addendum XI-A-8
9. Approve the transition of the Bachelor of Science Degrees in Special Education (Elementary and Secondary) to the Bachelor of Science in Special Education administered by the Department of Special Education and Communication Disorders in the College of Education, Health, and Human Sciences at the University of Nebraska at Omaha (UNO), Addendum XI-A-9

B. BUSINESS AND FINANCE

University of Nebraska

1. Approve the revised Project program statement for the Big Red Rebuild Memorial Stadium Project; Approve use of University personnel in construction and design for the Project; Approve IDR-2, Addendum X1-B-1
2. Approval of University System Facilities Bonds & Related Financing Matters, Addendum XI-B-2

University of Nebraska-Lincoln

3. Approve StarTran Transportation Agreement between UNL and the City of Lincoln, Addendum XI-B-3
4. Approve the University of Nebraska at Lincoln (UNL) Program Statement and Budget for the Morrill Hall renovation of Elephant Hall, Addendum XI-B-4
5. Approve the Program Statement and Budget for the Student Success and Activity Center Renovation at the Nebraska College of Technical Agriculture in Curtis, Addendum XI-B-5

University of Nebraska Medical Center

6. Approve the intermediate design review of UNMC Infectious Diseases Air Transport (IDAT) Training Facility project, Addendum XI-B-6

University of Nebraska at Omaha

7. Approve the proposed purchase price for the acquisition of a student housing complex located on the UNO Scott Campus at 6640 Pine St., Omaha, NE 68106 (Scott Crossing) and required by a Board-authorized ground lease, Addendum XI-B-7
8. Approve the Program Statement and Budget for the Samuel Bak Museum: The Learning Center at the University of Nebraska at Omaha (UNO), Addendum XI-B-8
9. Approve and authorize execution of an agreement to license the Multimedia rights of University of Nebraska at Omaha (UNO) to Omaha Sports Properties, LLC (Learfield) on the UNO) campus, Addendum XI-B-9

C. EXECUTIVE

1. Approve proposed changes to BOR bylaw 6.8 to clarify the University's responsibilities regarding defense and indemnification of members of the Board, University Officers, Employees, and Students in Training, Addendum XI-C-1
2. Approve updates to Regents' Policies Chapters 4-6, Addendum XI-C-2

D. FOR INFORMATION ONLY

E. REPORTS

1. Report on proposal to establish an expedited Graduate Certificate in Addiction Counseling to be administered by the Grace Abbott School of Social Work in the College of Public Affairs and Community Service at the University of Nebraska at Omaha (UNO), Addendum XI-E-1
2. Report on proposal to establish an expedited Graduate Certificate in Applied Business Economics and Analysis administered by the Department of Economics in the College of Business Administration at the University of Nebraska at Omaha (UNO), Addendum XI-E-2
3. Report on proposal to establish an expedited Graduate Certificate in Instructional Technology Leadership, in the College of Education, Health, and Human Sciences at the University of Nebraska at Omaha (UNO), Addendum XI-E-3
4. Report on proposal to establish an expedited Graduate Certificate in Health Science Education to be administered by the School of Health and Kinesiology in the College of Education, Health, and Human Sciences at the University of Nebraska at Omaha (UNO), Addendum XI-E-4
5. Report on proposal to establish an expedited Graduate Certificate in Victimology and Victim Services to be administered by the School of Criminology and Criminal Justice in the College of Public Affairs and

Community Service at the University of Nebraska at Omaha (UNO), Addendum XI-E-5

6. Report on proposal to rename the Master of Science in Economics to the Master of Science in Applied Economics administered by the Department of Economics in the College of Business Administration at the University of Nebraska at Omaha (UNO), XI-E-6
7. Fourth Quarter Personnel Reports, Addendum XI-E-7
8. Spring 2026 Student Credit Hour and Enrollment Summary Report, Addendum XI-E-8
9. Report on Naming of the gross anatomy lab at the University of Nebraska Medical Center, Addendum XI-E-9
10. Report on Licenses ending December 31, 2025, for University of Nebraska Medical Center, Addendum XI-E-10
11. Report of Bids and Contracts, Addendum XI-E-11
12. Report of Gifts, Grants, Contracts and Bequests, Addendum XI-E-12
13. Quarterly Capital Construction Report, Addendum XI-E-13
14. University of Nebraska: Strategic Plan Pillars and Strategies Update, Addendum XI-E-14

XII. ADDITIONAL BUSINESS

UNIVERSITY OF NEBRASKA FACILITIES CORPORATION MEETING

BOARD OF REGENTS
AGENDA ITEM SUMMARY

April 24, 2026

AGENDA ITEM: Consent Agenda

[ ] **Review** [X] **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.

- David Jackson, Executive Vice President and Provost (Special), effective 3/1/2026 ($392,514, FY, 1.00 FTE).
- Tiffany Heng-Moss, Vice President (Special) and Harlan Vice Chancellor (Special) of IANR, UNL, effective 2/13/2026 ($350,000, FY, 1.00 FTE).
- Jason Coleman, Associate Vice Chancellor (Special) for Innovative and Learning Centric Initiatives, UNO, effective 2/16/2026 ($200,000, FY, 1.00 FTE).

PRESIDENT'S RECOMMENDATION

The President recommends approval.

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve the Nebraska Investment Council to reinvest the annual income of the Bessey Memorial Fund and make distributions when requested by the University of Nebraska.

[ ] Review [X] Review + Action [ ] Action [ ] Discussion

[ ] *This is a report required by Regents' Policy.*

PRESENTER: Anne Barnes, Senior Vice President | CFO

PURPOSE & KEY POINTS

The Bessey Memorial Fund was created, by State Statute 85-167 through 85-171, to distribute income to widows and dependents of deceased professors, who have served the university for at least twenty-five years.

The Nebraska Investment Council asks the Board of Regents to confirm and document the frequency of distributions from the Bessey Memorial Fund.

BACKGROUND INFORMATION

The Nebraska Investment Council (Council) is responsible for investing assets in the Bessey Memorial Fund per Nebraska Statue 85-168. The assets are pooled with other Nebraska State endowments and invested by the Council in the General Endowment Fund.

In the FY 2025 Annual Comprehensive Financial Report (ACFR) audit, the Nebraska Auditor of Public Accounts (APA) recommended that the Council confirm that the Board of Regents wants quarterly income distributions and obtain documentation to that effect. The APA stated:

> "Neb. Rev. Stat. § 85-170 requires direction from the University Board of Regents for any money paid out of the fund. In discussions with Council staff, the long-standing practice has been to distribute income quarterly; however, documentation from the Board of Regents was not found. For two quarters tested in fiscal year 2025, a total of $800 in earnings was distributed from this fund."

RECOMMENDATION

The President recommends approval.

Nebraska Investment Council

1526 K Street, Suite 420
Lincoln, NE 68508
Phone: 402-471-2043

Web: www.nic.nebraska.gov
Email: nic.info@nebraska.gov

To: University of Nebraska Board of Regents

From: Ellen Hung, CFA, State Investment Officer
Nebraska Investment Council

Date: February 27, 2026

Re: Bessey Memorial Fund's Income Distribution process

Background

The Bessey Memorial Fund was created, by State Statute 85-167 through 85-171, to distribute income to widows and dependents of deceased professors, who have served the university for at least twenty-five years. The Nebraska Investment Council (Council) is responsible for investing assets in the Bessey Memorial Fund per Nebraska Statue 85-168. The assets are pooled with other Nebraska State endowments and invested by the Council in the General Endowment Fund.

The Bessey Memorial Fund balance was $34,499.84 as of December 31st, 2025. Income (dividends & interest) has been distributed quarterly to the University Board of Regents and $246.72 was distributed for the 4th quarter of 2025.

In the FY 2025 Annual Comprehensive Financial Report (ACFR) audit, the Nebraska Auditor of Public Accounts (APA) recommended that the Council confirm that the Board of Regents wants quarterly income distributions and to obtain documentation to that effect. The APA stated:

> "Neb. Rev. Stat. § 85-170 requires direction from the University Board of Regents for any money paid out of the fund. In discussions with Council staff, the long-standing practice has been to distribute income quarterly; however, documentation from the Board of Regents was not found. For two quarters tested in fiscal year 2025, a total of $800 in earnings was distributed from this fund."

Action Requested

We ask the Board of Regents to confirm and document if they want income generated from the Bessey Memorial Fund to be distributed quarterly. The Board of Regents can also choose to have the income reinvested by the Council and distributions made only when requested.

Attachment

Bessey Memorial Fund Endowment

85-167. Bessey Memorial Fund; Board of Regents; duties.

The Board of Regents of the University of Nebraska shall carry into effect the purposes of sections 85-167 to 85-171.
Source: Laws 1917, c. 239, § 2, p. 577; C.S.1922, § 6780; C.S.1929, § 85-170; R.S.1943, § 85-167; Laws 2000, LB 1135, § 29.

85-168. Bessey Memorial Fund; purpose; amount; investment.

There is appropriated out of any money in the treasury belonging to the General Fund, and not otherwise appropriated, for the creation of the Bessey Memorial Fund the sum of four thousand dollars. The fund shall be and constitute a perpetual memorial fund evidencing the high esteem in which the people of this state hold the memory of the late Professor Charles E. Bessey, who for more than thirty years was closely identified with our state university as professor of botany, Dean of its agricultural college, Dean of Deans, and repeatedly for years its acting chancellor. He was a conspicuous figure in American science and education, one of the great teachers of his age whose work and spirit have been the inspiration of thousands of students, a leader in the development of scientific agriculture, and the value of whose life and service to Nebraska and the West cannot be estimated in terms of money. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.
Source: Laws 1917, c. 239, § 3, p. 577; C.S.1922, § 6781; C.S.1929, § 85-171; R.S.1943, § 85-168; Laws 1969, c. 584, § 125, p. 2426; Laws 1995, LB 7, § 151.
Cross References
Nebraska Capital Expansion Act, see section 72-1269.
Nebraska State Funds Investment Act, see section 72-1260.

85-169. Bessey Memorial Fund; gifts; bequests; acceptance.

The Board of Regents of the University of Nebraska is hereby authorized, empowered, and directed to accept for the Bessey Memorial Fund gifts and bequests of money or property, whether absolutely or subject to reservation of the income thereof either for a stated period, for the life of the donor, or for the life or lives of other persons designated.
Source: Laws 1917, c. 239, § 4, p. 578; C.S.1922, § 6782; C.S.1929, § 85-172; R.S.1943, § 85-169; Laws 2000, LB 1135, § 30.

85-170. Bessey Memorial Fund; investment; disbursement.

The Board of Regents of the University of Nebraska shall from time to time invest and reinvest the Bessey Memorial Fund, as well as all unused increase or accumulations thereof, and all additions to the fund which may hereafter be made, in the same kind of securities as is now or may hereafter be authorized for investment of funds pursuant to section 72-1246. In all cases hereunder, money shall be paid out by the State Treasurer only on the direction of the Board of Regents, as in cases for the payment of expenses of the university, on appropriation duly made, and all unused funds, together with such securities, shall be in the custody of the State Treasurer.
Source: Laws 1917, c. 239, § 5, p. 578; C.S.1922, § 6783; C.S.1929, § 85-173; R.S.1943, § 85-170; Laws 1947, c. 353, § 1, p. 1104; Laws 1969, c. 584, § 126, p. 2427; Laws 2000, LB 1135, § 31.

85-171. Bessey Memorial Fund; income; use.

The Board of Regents of the University of Nebraska shall, as the Bessey Memorial Fund is collected, cause to be paid and distributed the income derived from the fund annually to such other of the widows and dependents of deceased professors as shall then have acceptably served the university for a period of at least twenty-five years. In the selection of beneficiaries among whom distribution of the surplus shall be made, the Board of Regents shall exercise its best judgment, taking into consideration all the facts and circumstances of the case.
Source: Laws 1917, c. 239, § 6, p. 578; C.S.1922, § 6784; C.S.1929, § 84-174; R.S.1943, § 85-171; Laws 2000, LB 1135, § 32.

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve the agreement between UNMC's Human DNA Lab (Lab) and the Nebraska State Patrol Crime Lab (NSP)

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

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

PRESENTER: Anne Barnes, Senior Vice President | CFO

PURPOSE & KEY POINTS

Since 2009, the Human DNA Identification Laboratory has had a Memorandum of Understanding with the Nebraska State Patrol Crime Laboratory for the use of the Combined DNA Index System (CODIS-DNA database).

The CODIS-DNA database is run by the Federal Bureau of Investigation and is accessed only by state labs. UNMC's Lab has an arrangement in which an NSP officer will request to have a DNA profile generated by the UNMC Lab uploaded into CODIS. After a review of the data and NSP agrees with the interpretation, and if it meets the qualifications for CODIS, the data is loaded to the DNA profile.

Accreditation entities for the UNMC Lab and NSP audit the data on a yearly basis, and quarterly reports are written and submitted to ensure quality assurance.

This Agreement will be in effect from July 1, 2026, through June 30, 2029.

BACKGROUND INFORMATION

The MOU refers to the NE Interlocal Cooperation Act found at Neb. Rev. Stat 13-801 et seq. The Act provides that any contract entered into by public agencies under the Act "shall be authorized by the governing body of each party to the contract." As such, the contract should go to the Board of Regents for approval.

RECOMMENDATION

The President recommends approval.

Memorandum of Understanding between the Nebraska State Patrol Crime Laboratory and the Board of Regents of the University of Nebraska for and on behalf of the University of Nebraska Medical Center, Human DNA Identification Laboratory; Regarding Forensic DNA Casework Data

Purpose: The purpose of this Memorandum of Understanding (hereinafter "MOU") is for the Nebraska State Patrol Crime Laboratory (hereinafter "NSPCL") to provide criminal justice oversight and approval of Quality Assurance Standards used by the University of Nebraska Medical Center Human DNA Identification Laboratory (hereinafter "UNMC HDI Laboratory"). Approval means the UNMC HDI Laboratory meets the standards developed by the Federal Bureau of Investigation, for qualifying forensic DNA profiles to be submitted to the Combined DNA Index System (hereinafter "CODIS"). The UNMC HDI Laboratory currently conducts forensic DNA analysis on case evidence submitted by various law enforcement agencies throughout the State of Nebraska. This MOU allows the NSPCL to approve the DNA casework data generated by the UNMC HDI Laboratory as satisfying the Quality Assurance Standards for Forensic DNA Testing Laboratories ("QAS"). The NSPCL shall, as outlined in this MOU, review the technical standards, procedures and operations of the UNMC HDI Laboratory, to ensure it is operating in accordance with the Outsourcing Requirements in Standard 17 of the current version of the QAS. Those requirements and the terms outlined in this MOU apply only to samples with a criminal nexus to Nebraska being considered for CODIS entry.

AUTHORITY FOR THIS MOU: The NSPCL and the Board of Regents of the University of Nebraska for and on behalf of the UNMC HDI Laboratory hereby enter into this MOU pursuant to the authority granted by the Nebraska Interlocal Cooperation Act, found at Neb. Rev. Stat §§ 13-801 to 13-827.

Term: This MOU will become effective on July 1, 2026 and will terminate on June 30, 2029.

1.0 GENERAL CONTRACT LABORATORY REQUIREMENTS

1.1 All testing conducted at the UNMC HDI Laboratory shall be performed using procedures for which both developmental and internal validations for forensic casework have been completed, that are generally accepted in the forensic scientific community, must adhere to the specifications outlined in the FBI's Quality Assurance Standards for Forensic DNA Testing Laboratories, and that are in compliance with current Scientific Working Group on DNA Analysis Methods ("SWGDAM") guidance documents.

1.2 The UNMC HDI Laboratory shall maintain ISO/IEC 17025:2017 accreditation by the ANSI National Accreditation Board ("ANAB"), and/or an equivalent accrediting body as outlined by Neb. Rev. Stat. § 81-2010 and as may be amended during the life of this MOU.

1.2.1 The NSPCL has the authority to perform or direct an audit to these standards at any time the NSPCL deems necessary.

1.3 The UNMC HDI Laboratory shall have a full-time technical leader and a documented contingency plan for a backup technical leader should the position be vacated.

1.4 The UNMC HDI Laboratory shall have at least two full time employees who are qualified DNA analysts.

1.5 The UNMC HDI Laboratory shall provide up-to-date curriculum vitae annually for all

analysts that will be involved in the processing of samples that may be submitted for CODIS entry.

1.6 Training and competency records for new analysts shall be reviewed by the NSPCL prior to the analyst processing samples to be submitted for CODIS upload.

1.6.1 The NSPCL shall review all training and competency records within 7 business days of receipt of the record.

1.7 UNMC HDI Laboratory shall provide DNA profiles from all employees involved in sample processing to the NSPCL in order to monitor for potential contamination.

1.8 All current analytical policies and procedures detailing all procedures used by the UNMC HDI Laboratory in processing DNA evidence shall be provided to the NSPCL.

1.8.1 The NSPCL shall review and approve all newly implemented procedures or significant procedure changes and relevant validation data prior to the start of any analysis on samples to be submitted for CODIS entry.

1.8.1.1 The NSPCL shall review new procedures or significant procedure changes within 15 business days of receipt of the proposed change.

1.9 The UNMC HDI Laboratory shall maintain documentation of and inform the NSPCL of any incidents of contamination in the laboratory on a quarterly timeframe (can be part of quarterly report).

1.9.1 This includes contamination occurring in the analysis of samples not being submitted for CODIS entry, but does not require the inclusion of the identity of the client or the case identification.

1.10 The UNMC HDI Laboratory shall retain all records, data files, and other documents used and created in the DNA testing process to demonstrate compliance with accreditation and QAS standards. The NSPCL shall have full access to and the right to examine all documents relevant to the analysis of samples considered for CODIS entry.

1.10.1 The UNMC HDI Laboratory shall notify the NSPCL within 7 business days if any or all records relevant to the analysis of samples considered for CODIS entry are no longer available (e.g. deleted, destroyed, etc.).

1.11 The UNMC HDI Laboratory is responsible for the professional quality, technical accuracy, completion, and delivery of all data submitted for CODIS entry. The UNMC HDI Laboratory shall correct or revise errors, omissions, or other deficiencies identified in the case files for the samples submitted for consideration for CODIS entry.

1.11.1 All corrections or changes to records relevant to samples submitted for CODIS entry shall be technically and administratively reviewed by the UNMC HDI Laboratory and re-submitted with all appropriate supporting documentation.

1.11.2 If the NSPCL technical reviewer and the UNMC HDI Laboratory analyst do not initially agree on the results, the technical reviewer shall discuss the results with the analyst in order to resolve the discrepant conclusions. If after discussion, the final results are agreed upon, the discrepancy may be changed according to section 1.11.1.

1.11.3 If the NSPCL technical reviewer and the UNMC HDI Laboratory analyst cannot agree on the final results, the UNMC HDI Laboratory has the authority to keep the original conclusions. As the NDIS Participating Laboratory, the NSPCL has the authority to decline accepting ownership of the profile(s) for CODIS entry purposes, regardless of other CODIS eligibility criteria.

1.12 The approval of technical specifications under this MOU shall not in any way relieve the UNMC HDI Laboratory of responsibility for the technical adequacy of its work nor does it indicate an endorsement by the NSPCL of work performed by the UNMC HDI Laboratory.

1.13 If the UNMC HDI Laboratory sub-contracts casework samples to any other laboratory, those samples shall not be eligible for submission to CODIS. All work shall be completed at the UNMC HDI Laboratory within the scope of their accreditation, on equipment that has been validated for the purpose of forensic DNA analysis and that undergoes documented routine maintenance.

1.14 If any change in the control or management over the UNMC HDI Laboratory occurs during the contract period, the UNMC HDI Laboratory shall describe the circumstances of such change and indicate when the change occurred. Any change in control or management will require immediate notification to the NSPCL. An approved addendum to this MOU shall be required upon such a change prior to the acceptance of any data for CODIS entry.

1.15 The UNMC HDI Laboratory shall submit a report to the NSPCL as follows:

Quarter 1: Due April 15th
Quarter 2: Due July 15th
Quarter 3: Due October 15th
Quarter 4: Due January 15th

1.15.1 The report shall include, at a minimum, the following:

1.15.1.1 All updated analytical policies, procedures and appropriate validation data approved by the NSPCL.

1.15.1.2 All new training and competency records approved by the NSPCL.

1.15.1.3 Notification of contamination events

1.15.1.4 Notification of relevant quality events to include corrective actions

1.15.1.5 Changes in staffing

1.16 All records submitted to the NSPCL shall follow the format and workflow developed by the NSPCL for acceptance of ownership of outsourced testing data.

2.0 CONFIDENTIALITY

2.1 All NSPCL case information is confidential criminal justice information. The UNMC HDI records submitted for review and CODIS entry shall be held to the same confidentiality standards as all other NSPCL case information.

2.2 All records provided to the UNMC HDI Laboratory by the NSPCL shall be regarded as confidential. No information regarding CODIS to include, but not limited to, eligibility information, profile upload status, or hit confirmations shall be released by the UNMC HDI Laboratory without the express authorization of the NSPCL or by court order.

2.3 Entry of any DNA profile for which ownership has been accepted by the NSPCL and entered into CODIS shall not reside in another database. The UNMC HDI Laboratory shall notify the NSPCL if such a record is entered into another database and the NSPCL shall permanently delete the record from CODIS.

3.0 EVIDENCE HANDLING

3.1 An item-by-item chain of custody shall be maintained by the UNMC HDI Laboratory and all evidence, extracts, and amplified DNA samples shall be stored in a secure location.

4.0 SCREENING FOR BIOLOGICAL EVIDENCE

4.1 Appropriate evidence screening shall be performed in accordance to current UNMC HDI policies and procedures for all evidence from which DNA profiles considered for CODIS upload are generated.

5.0 DNA TESTING REQUIREMENTS

5.1 The UNMC HDI Laboratory shall analyze forensic DNA casework samples to be considered for CODIS upload using the following methods:

5.1.1 Applied Biosystems GlobalFiler amplification kit and the Applied Biosystems 3500 or 3500XL Genetic Analyzer and GeneMapper ID-X analysis software.

5.1.2 STRmix may be used to assist with mixture interpretation in accordance with approved policies and procedures.

5.1.3 The NSPCL may approve the use of additional DNA amplification kits, instrumentation, and/or interpretation software if the system has been previously implemented by the NSPCL.

5.2 The UNMC HDI Laboratory shall use a minimum of a 25 µL amplification volume for DNA samples

5.3 All DNA extractions shall be performed using a validated and approved extraction technique.

5.4 A differential extraction technique is recommended on items determined to contain semen using a validated and generally accepted method. Samples determined to be only semen may be processed using a non-differential extraction method as appropriate.

5.5 Unknown evidence samples and known reference samples shall be extracted and amplified at different locations or times within the laboratory. The amount of human DNA in all evidentiary DNA extracts shall be evaluated prior to amplification using a generally accepted, validated procedure approved by the NSPCL such as the Applied Biosystems Quantifiler kit.

5.6 Each DNA sample shall be traceable to a Reagent (Extraction) Blank Control, a Positive PCR Control, a Negative PCR Control and a correctly sized allelic ladder. The Reagent Blank shall be extracted concurrently (all fractions as appropriate) and amplified using the same primers, instrument model as the forensic samples, and the same concentration as the sample with the least amount of DNA. Reagent blanks shall be typed using the same instrument model, injection conditions, and the most sensitive volume conditions as the forensic samples.

5.7 Controls shall be evaluated using the following criteria:

5.7.1 Positive PCR Control – Peaks above the validated threshold and correct allele calls with no unconfirmed spikes, or ambiguous peaks.

5.7.2 Negative PCR Control and Reagent Blank – Primer peak with no unconfirmed spikes, ambiguous peaks, or potential alleles above noise.

5.7.3 Allelic Ladder – All peaks above the validated threshold, to be accurately sized with correct allele designations.

5.8 All data and documentation for all casework samples and the associated controls and ladders within a case shall be provided to the NSPCL.

5.9 Documented procedures for controlling contamination and sample switches shall be followed. This shall include the comparison of all profiles with those of the contracting laboratory staff and any identified contamination profiles. Instances of contamination or sample switches along with the associated troubleshooting and/or corrective actions shall be documented in accordance with §1.9 and all subsections.

5.10 The UNMC HDI Laboratory shall use the Relative Fluorescence Unit (“RFU”) thresholds established by the UNMC HDI validation for data interpretation.

5.11 Stutter peak assignments shall be based on the UNMC HDI Laboratory's validation studies.

5.12 Data interpretation shall be performed in accordance with the UNMC HDI Laboratory's validations and procedures.

5.13 All micro-variants and tri-alleles shall be confirmed. A micro-variant or tri-allele observed in multiple casework samples in the same case may be considered as confirmation.

5.14 Stutter and other artifacts that fall in the allele calling range shall be evaluated with extreme caution and shall be labeled accordingly on the electropherogram (e.g. spike, -A, dye blob, etc.).

5.15 Reasonable efforts shall be made to obtain results, improve marginal data, troubleshoot unexpected DNA results, evaluate and confirm micro variants, tri-alleles, spikes and ambiguous peaks. Efforts can include, but are not limited to re-injection, re-amplification, re-quantization and re-extraction.

6.0 CODIS SEARCH/DATA UPLOAD REQUEST

6.1 A request for submission of a DNA profile to CODIS shall be received from the law enforcement agency that submitted the evidence for DNA testing.

6.1.1 CODIS upload requests from law enforcement shall be made only after a final report has been issued from the UNMC HDI Laboratory.

6.2 The UNMC HDI Laboratory shall submit the pertinent case information along with the requested documentation.

7.0 CASE FILE DOCUMENTATION REQUIRED

7.1 The UNMC HDI Laboratory shall provide quality data that can be easily reviewed for CODIS entry. The report and the associated case notes detailing the biological screening, DNA analysis performed, and the results of that testing shall be generated by the UNMC HDI Laboratory and submitted for review for CODIS submission by the NSPCL upon the request of the submitting law enforcement agency and the NSPCL.

7.2 Each case shall have an associated data package with the analyst's initials, the date, and the UNMC HDI Laboratory case number on each page. The data package shall include the following in the format requested by the NSPCL:

7.2.1 Laboratory report that includes, at a minimum:

7.2.1.1 Report date

7.2.1.2 The original submitting agency case number

7.2.1.3 The UNMC HDI case number

7.2.1.4 Inventory of the evidence examined

7.2.1.5 Results of all serological and DNA testing (and legend, if applicable)

7.2.1.6 Description of the technology used

7.2.1.7 Indication of the kit or loci tested

7.2.1.8 Quantitative or qualitative interpretive statement(s)

7.2.1.9 Disposition of evidence

7.2.1.10 Signature of analyst

7.2.2 Casefile documentation to include, but not limited to:

7.2.2.1 Case submittal forms

7.2.2.2 Any documentation of communication with the investigating officer(s) and other officials regarding the case

7.2.2.3 Sexual Assault Kit Forms/Forensic Medical Examination Forms (as appropriate)

7.2.2.4 All screening, extraction, quantitation, amplification, and genetic analyzer data and associated documentation (e.g. worksheets)

7.2.2.5 Bench notes

7.2.2.6 Pictures

7.2.2.7 Electropherogram data for all evidence and reference samples, ladders, positive and negative controls, and reagent blanks.

7.2.2.8 Records of all mixture deconvolutions to include, but not limited to, the mixture interpretation data.

7.2.2.9 Any re-analysis, trouble-shooting, and/or corrective action documentation

7.2.2.10 Documentation of UNMC HDI technical review of the case file

8.0 TECHNICAL REVIEW OF DATA AND UPLOAD OF PROFILES BY THE NSPCL TO THE NEBRASKA STATE DNA INDEX SYSTEM ("SDIS") AND THE NATIONAL DNA INDEX SYSTEM ("NDIS")

8.1 The NSPCL shall review all case file data to determine the eligibility of the sample profile(s) for upload into SDIS and NDIS.

8.1.1 The NSPCL reserves the right to decline to search a DNA profile against the database if the profile does not meet the requirements outlined in this MOU and/or if it fails to meet the NDIS standards and NSPCL procedures.

8.1.2 The NSPCL shall issue a letter to the original submitting law enforcement agency stating what samples qualified for CODIS entry, if any.

9.0 SUBSEQUENT TESTING/COMPARISONS

9.1 The UNMC HDI Laboratory shall notify the NSPCL if subsequent testing of additional reference sample(s) results in an inclusion of the reference as a source of or contributor to a DNA profile for which ownership was accepted for CODIS entry. The case record of the subsequent testing and/or comparison shall be submitted to the NSPCL.

9.2 The UNMC HDI Laboratory shall notify the NSPCL of any amended or supplemental reports issued after submission to the NSPCL for CODIS entry. This includes any changes to data interpretations that do not result in an amended or supplemental report.

10.0 ON-SITE VISIT

10.1 The UNMC HDI Laboratory shall be subject to an on-site visit by NSPCL personnel at any time deemed necessary by the NSPCL. A minimum of one on-site visit shall be performed annually.

11.0 MISCELANIOUS PROVISIONS

11.1 **Severability:** If any term of this MOU is inconsistent with law, regulation, or other authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

11.2 **Cancelation:** Either party may cancel this MOU, at any time, upon thirty (30) days written notice to the other party, with or without cause.

11.3 **Amendment:** This MOU may only be amended in writing after being signed by both parties. An amendment shall become effective immediately after being signed by authorized representatives of both parties, unless otherwise specified in the amendment.

11.4 **Funding Limitation:** It is agreed that the NSPCL is obligated under this MOU, only to the extent that public funds are made available for this purpose.

11.5 **Claims, Demands, Actions:** Neither party to this MOU assumes any responsibility for the actions, negligence or misconduct of the personnel and agents of the other party. It is agreed that each party to this MOU is responsible solely for the actions, negligence or misconduct of its own personnel and agents. Neither party waives or amends the

statutory process for filing a lawsuit, claim or action against it, by entering into this MOU.

11.6 **Third Parties:** This MOU is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties to this MOU, to include the employees, agents, or other personnel of the parties.

11.7 **Representation and Authority:** The undersigned signatories to this MOU warrant they have full power and legal authority to enter into and abide by the terms and conditions contained therein and that this MOU is valid and legally binding and enforceable in accordance with its terms.

12.0 SIGNATURES

I have read and agree with the terms and technical specifications set forth in this MOU for the acceptance of data generated by the University of Nebraska Medical Center Human DNA Identification Laboratory to the Combined DNA Index System (CODIS).

_____ _____

Heidi Ellingson
DNA Technical Leader
Nebraska State Patrol Crime Laboratory

Date

_____ _____

Mellissa Helligso
DNA Technical Leader
UNMC Human DNA Identification Laboratory

Date

Pursuant to the authority granted by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 to 13-827), the Parties have executed this Agreement, each duly authorized to do so, effective on the date of signature.

NEBRASKA STATE PATROL

_____ _____

Colonel Bryan Waugh
Superintendent of Law Enforcement
and Public Safety

Date

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
on behalf of the UNMC Human DNA Identification Laboratory

_____ _____

Paul Kenney, Chair
Board of Regents

Date

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Approve the award of Honorary Degrees and Awards [please note: this item will be voted on after Closed Session]

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

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

PRESENTER: David S. Jackson, Interim Executive Vice President and Provost

BACKGROUND INFORMATION

On June 28, 2019, the Board of Regents approved the current policies for awards found under Regents Policies 1.5.1 through 1.5.6.

RECOMMENDATION

The President recommends approval of the Honorary Degrees and Awards.

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to Eliminate the Bachelor of Arts in Modern Languages - German Emphasis, administered by the Department of Modern Languages in the College of Arts and Sciences at the University of Nebraska at Kearney (UNK).

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

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

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS
The BA in Modern Languages -German Emphasis is proposed for discontinuation due to low enrollment over several years and analysis of long-term viability. Similar progams are offered in the NU system for students interested in studying the German language. There is one current student, who will be able to complete the degree.

BACKGROUND INFORMATION
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.

SUMMARY-TRANSITIONING OR ELIMINATING AN ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: UNK BA Modern Languages German Emphasis

Date of Board approval: April 24, 2026	
If a degree, estimated date of final completion: Spring 2030	

Annual Program Savings*	Reductions at Completion		Brief Explanation
	FTE	Savings	
Reduction in Faculty**	0.5	$ 43,099.00	The BA in Modern Languages -German Emphasis is proposed for discontinuation due to low enrollment over several years and analysis of long-term viability. Upon completion of the remaining students, the lecturer line will be eliminated, accounting for the indicated savings.
Reduction in Staff**		$ -	
All Other Savings***		$ -	
Total Annual Savings		$ 43,099.00	

*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 [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

For Degrees: Program Enrollment

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Total**
Number of Majors	0	3	2	3	2	3
Number of Degrees Granted	0	0	0	0	1	1

** Total is based on the number of unique students, not the sum of enrollment

Number of majors is determined by students enrolled in a program at fall or spring census

Number of Degrees includes all degrees earned by students graduating in Fall, Spring, and Summer of the academic year

OFFICE OF THE CHANCELLOR

February 20, 2026

Jeffrey P. Gold, M.D.
President
University of Nebraska
Varner Hall, 3835 Holdrege Street
Lincoln, NE 68583
jeffrey.gold@nebraska.edu

RE: Elimination of the UNK BA and BAED Modern Languages-German Emphasis Programs

Dear President Gold:

I am writing to express my support for the proposed elimination of the Bachelor of Arts Modern Languages Comprehensive, German emphasis and the BAED 7-12 Modern Languages, German emphasis programs in the College of Arts & Sciences, the Department of Modern Languages at the University of Nebraska at Kearney.

This recommendation follows a thorough review prompted by the university's $4.5 million budget shortfall. The programs were evaluated using CCPE guidelines, program costs, and long-term viability. Both programs currently have only one active student each, and no degrees have been awarded in these emphases over the past five years. Comparable German language programs are available at University of Nebraska–Lincoln and University of Nebraska at Omaha.

Elimination of these programs will allow us to responsibly manage resources while supporting the completion of the two remaining students' degrees. The proposed cut of the lecturer line will yield savings, contributing to the university's broader financial stability.

For these reasons, I fully support the proposed elimination and submit it for your consideration by the University of Nebraska Board of Regents.

Sincerely,

Neal Schnoor, Ph.D.
Chancellor

NHS/tp

Enclosures

Cc: Dr. Julie J. Shaffer, Senior Vice Chancellor for Academic Affairs

University of Nebraska Kearney
Office of the Chancellor
2504 9th Avenue, Warner Hall 1000 | Kearney, NE 68849 | 308.865.8208 | fax 308.865.8665
unk.edu

University of Nebraska
Deletion of Major or Program

Use this form for deletion of undergraduate and graduate majors, degrees, and certificates

I. Descriptive Information

Name of Campus Proposing Deletion
University Nebraska at Kearney
Full Name of Program
Modern Languages – German Emphasis
Degree or Credential Awarded to Graduates of the Program
BA
CIP Code: 6 digit
16.0101
Subject Code
MODLABA-EM
Administrative Unit(s) for the Program
College of Arts and Sciences
Program is Currently Offered *[full program, not individual courses]*
_X_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 or Degree
Fall 2026
Major or Degree End Date
Spring 2030

II. Details

A. Justification for Deletion of the Program

Not meeting CCPE guidelines for number of graduates.

B. Plan for Implementation of the Deletion

1. Current Students
   Students will be able to complete their program with courses offered.

2. Current Faculty, Staff and Curriculum
   Courses will be offered with existing faculty
3. Impact on other units and programs
   n/a
4. Impact on Course Subject Codes
   n/a

C. Impact on Resources

a. Fiscal
Reduction of .50 FTE

b. Human
n/a

c. Physical
n/a

d. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses/Savings

TABLE 1: PROJECTED EXPENSES/SAVINGS											
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNK BA Modern Languages – German Emphasis											
	FY 26-27 Year 1		(FY_27-28) Year 2		(FY 28-29) Year 3		(FY 29-30) Year 4		(FY_30-31) Year 5		**Total Savings**
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	
	.50	$43,099									$43,099
Subtotal		$43,099		$0		$0		$0		$0	$0
Operating											
Subtotal		$0		$0		$0		$0		$0	$0
Total Savings		$0.00		$0.00		$0.00		$0.00		$0.00	**$43,099.00**

Table 2: Revenue Sources for Projected Expenses

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNK BA Modern Languages – German Emphasis						
	FY 26-27 Year 1	(FY_27-28) Year 2	(FY 28-29) Year 3	(FY 29-30) Year 4	(FY30-31) Year 5	**Total**
Total Revenue	$0	$0	$0	$0	$0	$0

DATE: February 17, 2026

TO: Neal Schnoor, Chancellor

FROM: Julie J. Shaffer, Senior Vice Chancellor for Academic Affairs

SUBJECT: Elimination of the Bachelor of Arts Modern Language Comprehensive-German emphasis and the BAED Modern Language-German emphasis

Due to the shortfall in funds this year of $4,500,000, UNK has taken steps to evaluate the programs that are being offered. We took several things into consideration: CCPE guidelines, cost of the program, and program viability. The Chancellor's Cabinet created a list of programs that should be evaluated based upon these criteria. These lists went to the Deans of the impacted colleges. The Deans were then able to make recommendations to the SVCAA who then created a more formal list to be evaluated by faculty. A Faculty Advisory Committee (FAC) was given the list with a charge to evaluate the recommended cuts and provide recommendations. They were to talk with departments and evaluate the plan. They had one month to make recommendations. The FAC recommended that we cut the MSE Higher Education Student Affairs (HESA), the BA and BAED Modern Language German Emphasis, and the BM Music Comprehensive Music Business emphasis. The MSE HESA was also evaluated following the guidelines for the graduate college. In December the elimination plan was made public. Students, faculty, staff, and community members could comment on the budget cuts by contacting any of the members of the Chancellor's Cabinet. Once the month was complete, the Chancellor finalized the planned cuts and provided them to the campus. The plan was then forwarded to President Gold. These are the programs that we recommend elimination for the best interest of UNK.

Program elimination will impact 2.5 faculty members. One member was awarded the VSIP and the other 1.5 positions will be eliminated. Based upon our faculty contracts, faculty are guaranteed retention through May 2027 or moved into open positions for which they are qualified. This gives faculty time to find a new position and students to move toward program completion. UNK is committed to getting the students done with their degrees and plans are listed below. There are 20 students total that will be impacted by these eliminated programs and emphasis areas. The total savings for the institution are approximately $300,000.

For BOR consideration

BA and BAED Modern Language German Emphasis
The UNK BA Modern Language German Emphasis currently has 1 major, and the BAED Modern Language German Emphasis has 1 major. Over the past five years, neither degree has been

University of Nebraska Kearney
Office of the Senior Vice Chancellor for Academic Affairs
2504 9th Avenue, Warner Hall 1000 | Kearney, NE 68849-1205 | 308.865.8209 | fax 308.865.8665
unk.edu

awarded with a German emphasis, which is below the CCPE guidelines. German language programs are offered at UNL and UNO. Our plan is to help the two students complete their degree before eliminating the lecturer line. In the proposed cut, we would eliminate the lecturer line with a savings of $43,099.

Please let me know if you have questions or need additional information.

Thank you.

JJS

Cc: David Jackson, Interim Provost
Kendra Schmid, Interim Vice Provost

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to Eliminate the Bachelor of Arts in Education, Modern Languages 7-12 German Teaching Endorsement, administered by the Department of Modern Languages, in the College of Arts and Sciences at the University of Nebraska at Kearney (UNK).

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

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

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

The BAE in Modern Languages 7-12 German Teaching Endorsement is proposed for discontinuation due to low enrollment over several years and analysis of long-term viability. German language progams are offered in the NU system for students interested in studying the German language. There is one current student, who will be able to complete the degree.

BACKGROUND INFORMATION

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.

SUMMARY-TRANSITIONING OR ELIMINATING AN ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: Bachelor of Arts in Education, Modern Languages 7-12 German Teaching Endorsement

Date of Board approval: April 24, 2026	
If a degree, estimated date of final completion: Spring 2030	

Annual Program Savings*	Reductions at Completion		Brief Explanation
	FTE	Savings	The BAE in Modern Languages 7-12 Teaching Endorsement in German is proposed for discontinuation due to low enrollment over several years and analysis of long-term viability. Upon completion of the remaining students, the lecturer line will be eliminated, accounting for the indicated savings.
Reduction in Faculty**	0.5	$ 43,099.00	
Reduction in Staff**		$ -	
All Other Savings***		$ -	
Total Annual Savings		$ 43,099.00	

*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 [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

For Degrees: Program Enrollment

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Total**
Number of Majors	0	0	0	1	1	2
Number of Degrees Granted	0	0	0	0	0	0

** Total is based on the number of unique students, not the sum of enrollment

Number of majors is determined by students enrolled in a program at fall or spring census

Number of Degrees includes all degrees earned by students graduating in Fall, Spring, and Summer of the academic year

OFFICE OF THE CHANCELLOR

February 20, 2026

Jeffrey P. Gold, M.D.
President
University of Nebraska
Varner Hall, 3835 Holdrege Street
Lincoln, NE 68583
jeffrey.gold@nebraska.edu

RE: Elimination of the UNK BA and BAED Modern Languages-German Emphasis Programs

Dear President Gold:

I am writing to express my support for the proposed elimination of the Bachelor of Arts Modern Languages Comprehensive, German emphasis and the BAED 7-12 Modern Languages, German emphasis programs in the College of Arts & Sciences, the Department of Modern Languages at the University of Nebraska at Kearney.

This recommendation follows a thorough review prompted by the university's $4.5 million budget shortfall. The programs were evaluated using CCPE guidelines, program costs, and long-term viability. Both programs currently have only one active student each, and no degrees have been awarded in these emphases over the past five years. Comparable German language programs are available at University of Nebraska–Lincoln and University of Nebraska at Omaha.

Elimination of these programs will allow us to responsibly manage resources while supporting the completion of the two remaining students' degrees. The proposed cut of the lecturer line will yield savings, contributing to the university's broader financial stability.

For these reasons, I fully support the proposed elimination and submit it for your consideration by the University of Nebraska Board of Regents.

Sincerely,

Neal Schnoor, Ph.D.
Chancellor

NHS/tp

Enclosures

Cc: Dr. Julie J. Shaffer, Senior Vice Chancellor for Academic Affairs

University of Nebraska Kearney
Office of the Chancellor
2504 9th Avenue, Warner Hall 1000 | Kearney, NE 68849 | 308.865.8208 | fax 308.865.8665
unk.edu

University of Nebraska
Deletion of Major or Program

Use this form for deletion of undergraduate and graduate majors, degrees, and certificates

I. Descriptive Information

Name of Campus Proposing Deletion
University Nebraska at Kearney
Full Name of Program
Modern Languages 7-12 - German Emphasis
Degree or Credential Awarded to Graduates of the Program
BAE
CIP Code: 6 digit
16.0101
Subject Code
MODLA -BAE-EM
Administrative Unit(s) for the Program
College of Arts and Sciences
Program is Currently Offered *[full program, not individual courses]*
_X_On-campus __Online (asynchronous) __ Synchronous Distance __Hybrid/Blended of Selected
Program leads to licensure or certification
_____ YES _____ NO If yes, explain: Teaching credential in German
Proposed Date for Deletion of Major or Degree
Fall 2026
Major or Degree End Date
Spring 2030

II. Details

A. Justification for Deletion of the Program

Not meeting CCPE guidelines for number of graduates.

B. Plan for Implementation of the Deletion

1. Current Students

Students will be able to complete their program with courses offered.

2. Current Faculty, Staff and Curriculum
   Courses will be offered with existing faculty
3. Impact on other units and programs
   n/a
4. Impact on Course Subject Codes
   n/a

C. Impact on Resources

a. Fiscal
Reduction of .50 FTE

b. Human
n/a

c. Physical
n/a

d. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses/Savings

TABLE 1: PROJECTED EXPENSES/SAVINGS											
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNK BAE Modern Languages 7-12 - German Emphasis											
	FY 26-27 Year 1		(FY_27-28) Year 2		(FY 28-29) Year 3		(FY 29-30) Year 4		(FY_30-31) Year 5		**Total Savings**
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	
	.50	$43,099									$43,099
Subtotal		$43,099		$0		$0		$0		$0	$43,099
Operating											
Subtotal		$0		$0		$0		$0		$0	$0
Total Savings		$0.00		$0.00		$0.00		$0.00		$0.00	**$0.00**

Table 2: Revenue Sources for Projected Expenses

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNK BAE Modern Languages 7-12 - German Emphasis						
	FY 26-27 Year 1	(FY_27-28) Year 2	(FY 28-29) Year 3	(FY 29-30) Year 4	(FY30-31) Year 5	**Total**
Total Revenue	$0	$0	$0	$0	$0	$0

DATE: February 17, 2026

TO: Neal Schnoor, Chancellor

FROM: Julie J. Shaffer, Senior Vice Chancellor for Academic Affairs

SUBJECT: Elimination of the Bachelor of Arts Modern Language Comprehensive-German emphasis and the BAED Modern Language-German emphasis

Due to the shortfall in funds this year of $4,500,000, UNK has taken steps to evaluate the programs that are being offered. We took several things into consideration: CCPE guidelines, cost of the program, and program viability. The Chancellor's Cabinet created a list of programs that should be evaluated based upon these criteria. These lists went to the Deans of the impacted colleges. The Deans were then able to make recommendations to the SVCAA who then created a more formal list to be evaluated by faculty. A Faculty Advisory Committee (FAC) was given the list with a charge to evaluate the recommended cuts and provide recommendations. They were to talk with departments and evaluate the plan. They had one month to make recommendations. The FAC recommended that we cut the MSE Higher Education Student Affairs (HESA), the BA and BAED Modern Language German Emphasis, and the BM Music Comprehensive Music Business emphasis. The MSE HESA was also evaluated following the guidelines for the graduate college. In December the elimination plan was made public. Students, faculty, staff, and community members could comment on the budget cuts by contacting any of the members of the Chancellor's Cabinet. Once the month was complete, the Chancellor finalized the planned cuts and provided them to the campus. The plan was then forwarded to President Gold. These are the programs that we recommend elimination for the best interest of UNK.

Program elimination will impact 2.5 faculty members. One member was awarded the VSIP and the other 1.5 positions will be eliminated. Based upon our faculty contracts, faculty are guaranteed retention through May 2027 or moved into open positions for which they are qualified. This gives faculty time to find a new position and students to move toward program completion. UNK is committed to getting the students done with their degrees and plans are listed below. There are 20 students total that will be impacted by these eliminated programs and emphasis areas. The total savings for the institution are approximately $300,000.

For BOR consideration

BA and BAED Modern Language German Emphasis
The UNK BA Modern Language German Emphasis currently has 1 major, and the BAED Modern Language German Emphasis has 1 major. Over the past five years, neither degree has been

University of Nebraska Kearney
Office of the Senior Vice Chancellor for Academic Affairs
2504 9th Avenue, Warner Hall 1000 | Kearney, NE 68849-1205 | 308.865.8209 | fax 308.865.8665
unk.edu

awarded with a German emphasis, which is below the CCPE guidelines. German language programs are offered at UNL and UNO. Our plan is to help the two students complete their degree before eliminating the lecturer line. In the proposed cut, we would eliminate the lecturer line with a savings of $43,099.

Please let me know if you have questions or need additional information.

Thank you.

JJS

Cc: David Jackson, Interim Provost
Kendra Schmid, Interim Vice Provost

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to Eliminate the Master of Science Education Degree in Higher Education Student Affairs in the Department of Counseling, School Psychology and Family Science in the College of Education at the University of Nebraska at Kearney (UNK).

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

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

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

The proposal to eliminate the MSE in Higher Education Student Affairs follows an external review that found the program did not meet a majority of evaluation criteria, including declining enrollment, workforce demand, and financial stability. The external review panel recommended discontinuing the degree and developing degree completion pathways for enrolled students. Some classes will be offered by UNK, and other requirements will be supplemented with UNO online courses. One tenure-track faculty line will be eliminated, contributing to UNK's overall financial stability.

The system-wide faculty Executive Graduate Council voted in support of the elimination on March 2, 2026.

BACKGROUND INFORMATION

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.

SUMMARY-TRANSITIONING OR ELIMINATING AN ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: UNK MSE Higher Education Student Affairs

Date of Board approval: April 24, 2026	
If a degree, estimated date of final completion: Spring 2030	

Annual Program Savings*	Reductions at Completion		Brief Explanation
	FTE	Savings	The MSE in Higher Education Student Affairs has had declining enrollment and declining workforce demand for graduates. An external review recommended discontinuation, and the faculty leading the program is retiring. This faculty line will be eliminated, providing the savings indicated.
Reduction in Faculty**	1	$ 128,051.00	
Reduction in Staff**		$ -	
All Other Savings***		$ -	
Total Annual Savings		$ 128,051.00	

*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 [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

For Degrees: Program Enrollment

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Total**
Number of Majors	39	42	37	29	18	87
Number of Degrees Granted	13	10	11	14	7	55

** Total is based on the number of unique students, not the sum of enrollment

Number of majors is determined by students enrolled in a program at fall or spring census

Number of Degrees includes all degrees earned by students graduating in Fall, Spring, and Summer of the academic year

OFFICE OF THE CHANCELLOR

February 20, 2026

Jeffrey P. Gold, M.D.
President
University of Nebraska
Varner Hall, 3835 Holdrege Street
Lincoln, NE 68583
jeffrey.gold@nebraska.edu

RE: Elimination of the M.S. ED degree in Higher Education Student Affairs

Dear President Gold:

I am writing to express my support for the proposed elimination of the M.S. Ed. in Higher Education Student Affairs program, in the College of Education, the Department of Counseling, School Psychology & Family Science at the University of Nebraska at Kearney.

This recommendation follows a careful review prompted by a $4.5 million budget shortfall and was informed by CCPE guidelines, program cost, and long-term viability. The program was reviewed at multiple levels, including faculty, the Faculty Advisory Committee, the Graduate College, and an external review team, all of which identified declining enrollment and graduation trends, the availability of a comparable online program at the University of Nebraska at Omaha, and faculty capacity limitations following a VSIP retirement.

Following a public comment period, we finalized this recommendation and forwarded it for consideration. UNK remains committed to supporting affected faculty and students through contractual retention, reassignment where appropriate, and ensuring degree completion.

For these reasons, I support the proposed elimination and respectfully submit it for your review and for consideration by the University of Nebraska Board of Regents.

Sincerely,

Neal Schnoor, Ph.D.
Chancellor

NHS/tp

Enclosures

Cc: Dr. Julie J. Shaffer, Senior Vice Chancellor for Academic Affairs

University of Nebraska
Deletion of Major or Program

Use this form for deletion of undergraduate and graduate majors, degrees, and certificates

I. Descriptive Information

Name of Campus Proposing Deletion
University Nebraska at Kearney
Full Name of Program
Higher Education Student Affairs
Degree or Credential Awarded to Graduates of the Program
Master of Science Education
CIP Code: 6 digit
13.1101
Subject Code
STDAFF-MSE
Administrative Unit(s) for the Program
College of Education
Program is Currently Offered *[full program, not individual courses]*
_On-campus _X_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 or Degree
Fall 2026
Major or Degree End Date
Spring 2030

II. Details

A. Justification for Deletion of the Program

Not meeting CCPE enrollment guidelines (see attachment 1)

B. Plan for Implementation of the Deletion

1. Current Students
   Students will be able to complete their program with courses offered.

2. Current Faculty, Staff and Curriculum
   Courses will be offered with existing faculty or use courses from UNL or UNO.
3. Impact on other units and programs
   n/a
4. Impact on Course Subject Codes
   n/a

C. Impact on Resources

a. Fiscal
Elimination of 1.0 FTE

b. Human
Reduction of one Faculty Member

c. Physical

d. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses/Savings

TABLE 1: PROJECTED EXPENSES/SAVINGS											
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNK Higher Education Student Affairs											
	FY 26-27 Year 1		(FY_27-28) Year 2		(FY 28-29) Year 3		(FY 29-30) Year 4		(FY_30-31) Year 5		**Total Savings**
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	
	1.0	$128, 051									$ 128,051
Subtotal		$128,051		$0		$0		$0		$0	$128,051
Operating											
Subtotal		$0		$0		$0		$0		$0	$0
Total Savings		$0.00		$0.00		$0.00		$0.00		$0.00	**$**128,051

Table 2: Revenue Sources for Projected Expenses

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: Higher Education Student Affairs						
	FY 26-27 Year 1	(FY_27-28) Year 2	(FY 28-29) Year 3	(FY 29-30) Year 4	(FY30-31) Year 5	**Total**
Total Revenue	$0	$0	$0	$0	$0	$0

Attachment 1

External Review Recommendation – UNK HESA Program

Reviewer: Dr. Christine Tina Chasek, UNO Dept Chair, George P. Holman, UNK Associate Vice Chancellor

Date: 2-2-26

1. Overall Assessment

The external review finds that the HESA program does not meet the majority of evaluation criteria outlined in the scorecard. Enrollment has declined significantly, financial sustainability is unclear within a constrained fiscal environment, and workforce demand for graduates has decreased. The program lacks clear academic distinctiveness, relies on limited faculty capacity, and shows weak alignment with current institutional and system-level strategic priorities.

Collectively, these findings raise substantial concerns about the program's long-term viability.

2. Program Strengths

Despite its challenges, the program demonstrates some academic and experiential strengths. The curriculum addresses foundational competencies relevant to higher education student affairs, and anecdotal evidence suggests positive outcomes for individual graduates. Several graduates of the program have commented that curriculum is highly focused on counseling, and more administrative and leadership courses in the curriculum would assist as they further their careers. There are no external accreditation or compliance barriers that would prevent an orderly teach-out, indicating that the institution has the capacity to support currently enrolled students through completion.

3. Program Challenges

The most significant challenges relate to demand, sustainability, and alignment. Enrollment has declined to a critically low level, with only a small number of active students. Labor market data indicate declining job postings in the field since 2022, raising concerns about workforce demand relative to graduate supply. National data from NASPA shows that enrollment in HESA programs have been rapidly declining since 2019. The program operates without clear evidence of financial sustainability and depends on a limited pool of faculty, creating risks for continuity and quality. Additionally, the program does not demonstrate sufficient academic distinctiveness in a landscape with many comparable regional and national offerings, nor does it align strongly with institutional growth priorities.

4. Recommendation

☐ Continue

☐ Continue with Modifications

☐ Suspend Admissions

☒ Discontinue with Degree Completion Pathway

5. Rationale

This recommendation is based on the program's failure to meet key evaluation criteria, including enrollment trends, financial sustainability, workforce demand and market alignment, academic distinctiveness, faculty capacity, and strategic alignment. While accreditation and compliance do not present barriers, the cumulative evidence indicates that the program is not positioned for recovery or sustainable continuation. Discontinuation with a structured degree completion plan ensures responsible stewardship of institutional resources while honoring commitments to currently enrolled students. As Nebraska System looks to expand collaboration among its graduate programs throughout the state, collaboration with UNO or UNL may be an option to explore, however UNK lacks dedicated faculty to support the program.

DATE: February 17, 2026

TO: Neal Schnoor, Chancellor

FROM: Julie J. Shaffer, Senior Vice Chancellor for Academic Affairs

SUBJECT: Elimination of the M.S. ED degree in Higher Education Student Affairs

Due to the shortfall in funds this year of $4,500,000, UNK has taken steps to evaluate the programs that are being offered. We took several things into consideration: CCPE guidelines, cost of the program, and program viability. The Chancellor's Cabinet created a list of programs that should be evaluated based upon these criteria. These lists went to the Deans of the impacted colleges. The Deans were then able to make recommendations to the SVCAA who then created a more formal list to be evaluated by faculty. A Faculty Advisory Committee (FAC) was given the list with a charge to evaluate the recommended cuts and provide their recommendations. They talked with departments and evaluated the plan. They had one month to make recommendations. The FAC recommended that we cut the MSE Higher Education Student Affairs (HESA), the BA Modern Language German Emphasis, BAED Modern Language German Emphasis, and the BM Music Comprehensive Music Business emphasis. Additionally, the MSE HESA was evaluated following the guidelines for the graduate college. In December the elimination plan was made public. Students, faculty, staff, and community members could comment on the budget cuts by contacting any of the members of the Chancellor's Cabinet. Once the month was complete, the Chancellor finalized the planned cuts and provided them to the campus. The plan was then forwarded to President Gold. These are the programs that we recommend elimination for the best interest of UNK.

Program elimination will impact 2.5 faculty members. One member was awarded the VSIP and the other 1.5 positions will be eliminated. Based upon our faculty contracts, faculty will be guaranteed retention through May 2027 or moved into open positions for which they are qualified. This gives faculty time to find a new position and students to move toward program completion. UNK is committed to getting the students done with their degrees and plans are listed below. There are 20 students total that will be impacted by these eliminated programs and emphasis areas. The total savings for the institution are approximately $300,000.

For BOR consideration

MSED Higher Education Student Administration

University of Nebraska Kearney
Office of the Senior Vice Chancellor for Academic Affairs
2504 9th Avenue, Warner Hall 1000 | Kearney, NE 68849-1205 | 308.865.8209 | fax 308.865.8665
unk.edu

The UNK MSED Higher Education Student Administration underwent addition scrutiny with the Graduate College. An external evaluation team recommended that the MSED HESA program be eliminated. This was supported by a positive vote by the UNK Graduate Council to proceed with elimination. Concerns that were reported were the decreasing number of students interested in the program around the country. UNK has seen a similar decrease with 9 students currently taking classes and another 7, who are not currently taking classes. Five of those seven do not seem to be moving toward graduation and would need to reapply next spring. Since 2021, there have been 55 graduates, but last year there were only 7 graduates. UNO has a fully online Masters Science in Student Affairs in Higher Education. The faculty member who was leading this program has decided to retire on the VSIP, so there will be no faculty member to retain while students finish their program. Our plan is to help the students complete their degree by still offering some of the classes, but substituting in courses from the UNO program that we will be missing. In the proposed cut, we would eliminate the tenure track line with a savings of $128,051.

Please let me know if you have questions or need additional information.

Thank you.

JJS

Cc: David Jackson, Interim Provost
Kendra Schmid, Interim Vice Provost

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to Eliminate the Bachelor of Music, Music Comprehensive-Music Business Emphasis administered by the Department of Music, Theatre & Dance, in the College of Arts and Sciences at the University of Nebraska at Kearney (UNK).

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

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

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

The proposal to eliminate the Music Business Emphasis of the Bachelor of Music, Music Comprehensive degree is due to the low enrollment and graduation numbers over the past several years. A similar program is offered at UNO for students interested in this area. There are two current students who will be able to complete the program. The deletion will eliminate one tenure-track faculty line, contributing to UNK's broader financial stability.

BACKGROUND INFORMATION

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.

SUMMARY-TRANSITIONING OR ELIMINATING AN ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: UNK Bachelor of Music, Music Comprehensive-Music Business Emphasis

Date of Board approval: April 24, 2026

If a degree, estimated date of final completion: Spring 2030

Annual Program Savings*	Reductions at Completion		Brief Explanation
	FTE	Savings	The proposal to eliminate this program is due to low enrollment over the past several years. Upon completion of remaining students, a faculty line will be eliminated resulting in the savings indicated.
Reduction in Faculty**	1	$ 127,508.00	
Reduction in Staff**		$ -	
All Other Savings***		$ -	
Total Annual Savings		$ 127,508.00	

*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 [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

For Degrees: Program Enrollment

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Total**
Number of Majors	9	5	5	6	5	20
Number of Degrees Granted	1	1	0	1	1	4

** Total is based on the number of unique students, not the sum of enrollment

Number of majors is determined by students enrolled in a program at fall or spring census

Number of Degrees includes all degrees earned by students graduating in Fall, Spring, and Summer of the academic year

OFFICE OF THE CHANCELLOR

February 20, 2026

Jeffrey P. Gold, M.D.
President
University of Nebraska
Varner Hall, 3835 Holdrege Street
Lincoln, NE 68583
jeffrey.gold@nebraska.edu

RE: Elimination of the Bachelor of Music, Music Business Comprehensive - Music Business Emphasis

Dear President Gold:

I am writing to express my support for the proposed elimination of the Bachelor of Music, Music Business Comprehensive–Music Business emphasis, in the College of Arts & Sciences, the Department of Music, Theatre & Dance at the University of Nebraska at Kearney.

This recommendation follows a careful review prompted by the university's $4.5 million budget shortfall, considering CCPE guidelines, program cost, and long-term viability. Over the past five years, only four students have graduated with this emphasis, and there are currently two active majors. A comparable program is offered by the University of Nebraska at Omaha, ensuring students still have access to similar educational opportunities.

The proposed elimination will allow the remaining students to complete their degrees while responsibly managing faculty resources. Eliminating the tenure-track faculty line will yield savings, contributing to UNK's broader financial sustainability.

For these reasons, I support the proposed elimination and respectfully submit it for your review and for consideration by the University of Nebraska Board of Regents.

Sincerely,

Neal Schnoor, Ph.D.
Chancellor

NHS/tp

Enclosures

Cc: Dr. Julie J. Shaffer, Senior Vice Chancellor for Academic Affairs

University of Nebraska Kearney
Office of the Chancellor
2504 9th Avenue, Warner Hall 1000 | Kearney, NE 68849 | 308.865.8208 | fax 308.865.8665
unk.edu

University of Nebraska
Deletion of Major or Program

Use this form for deletion of undergraduate and graduate majors, degrees, and certificates

I. Descriptive Information

Name of Campus Proposing Deletion
University Nebraska at Kearney
Full Name of Program
Music Comprehensive – Music Business Emphasis
Degree or Credential Awarded to Graduates of the Program
Bachelor of Music
CIP Code: 6 digit
50.0901
Subject Code
MUSICBM-EM
Administrative Unit(s) for the Program
College of Arts and Sciences
Program is Currently Offered *[full program, not individual courses]*
X 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 or Degree
Fall 2026
Major or Degree End Date
Spring 2030

II. Details

A. Justification for Deletion of the Program

Not meeting CCPE guidelines for number of graduates.

B. Plan for Implementation of the Deletion

1. Current Students
   Students will be able to complete their program with courses offered.

2. Current Faculty, Staff and Curriculum
   Courses will be offered with existing faculty
3. Impact on other units and programs
   n/a
4. Impact on Course Subject Codes
   n/a

C. Impact on Resources

a. Fiscal
Elimination of 1.0 FTE

b. Human
Reduction of one Faculty member

c. Physical
n/a

d. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses/Savings

TABLE 1: PROJECTED EXPENSES/SAVINGS											
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNK Bachelor of Music, Music Comprehensive – Music Business Emphasis											
	FY 26-27 Year 1		(FY_27-28) Year 2		(FY 28-29) Year 3		(FY 29-30) Year 4		(FY_30-31) Year 5		**Total Savings**
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	
	1.0	$127,507									$127,508
Subtotal		$127,508		$0		$0		$0		$0	$127,508
Operating											
Subtotal		$0		$0		$0		$0		$0	$0
Total Savings		$0.00		$0.00		$0.00		$0.00		$0.00	**$0.00**

Table 2: Revenue Sources for Projected Expenses

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNK Bachelor of Music, Music Comprehensive – Music Business Emphasis						
	FY 26-27 Year 1	(FY_27-28) Year 2	(FY 28-29) Year 3	(FY 29-30) Year 4	(FY30-31) Year 5	**Total**
Total Revenue	$0	$0	$0	$0	$0	$0

DATE: February 17, 2026

TO: Neal Schnoor, Chancellor

FROM: Julie J. Shaffer, Senior Vice Chancellor for Academic Affairs

SUBJECT: Elimination of the Bachelor of Music, Music Comprehensive- Music Business emphasis

Due to the shortfall in funds this year of $4,500,000, UNK has taken steps to evaluate the programs that are being offered. We took several things into consideration: CCPE guidelines, cost of the program, and program viability. The Chancellor's Cabinet created a list of programs that should be evaluated based upon these criteria. These lists went to the Deans of the impacted colleges. The Deans were then able to make recommendations to the SVCAA who then created a more formal list to be evaluated by faculty. A Faculty Advisory Committee (FAC) was given the list with a charge to evaluate the recommended cuts and provide their recommendations. They talked with departments and evaluated the plan. They had one month to make recommendations. The FAC recommended that we cut the MSE Higher Education Student Affairs (HESA), the BA Modern Language German Emphasis, BAED Modern Language German Emphasis, and the BM Music Business emphasis. The MSE HESA was evaluated following the guidelines for the graduate college. In December the elimination plan was made public. Students, faculty, staff, and community members could comment on the budget cuts by contacting any of the members of the Chancellor's Cabinet. Once the month was complete, the Chancellor finalized the planned cuts and provided them to the campus. The plan was then forwarded to President Gold. These are the programs that we recommend elimination for the best interest of UNK.

Program elimination will impact 2.5 faculty members. One member was awarded the VSIP and the other 1.5 positions will be eliminated. Based upon our faculty contracts, faculty will be guaranteed retention through May 2027 or moved into open positions for which they are qualified. This gives faculty time to find a new position and students to move toward program completion. UNK is committed to getting the students done with their degrees and plans are listed below. There are 20 students total that will be impacted by these eliminated programs and emphasis areas. The total savings for the institution are approximately $300,000.

For BOR consideration

BM Music Comprehensive—Music Business emphasis

University of Nebraska Kearney
Office of the Senior Vice Chancellor for Academic Affairs
2504 9th Avenue, Warner Hall 1000 | Kearney, NE 68849-1205 | 308.865.8209 | fax 308.865.8665
unk.edu

The UNK BM Music Comprehensive-- Music Business emphasis currently has 2 majors. Over the past five years, only 4 students have graduated with the BM Music Business emphasis, which is below the CCPE guidelines. UNO offers a BA in Music—Music Industry track, so a similar degree will still be available at the University of Nebraska. Our plan is to help the two students complete their degree before eliminating the faculty line. In the proposed cut, we would eliminate the tenure track faculty line with a savings of $127,508.

Please let me know if you have questions or need additional information.

Thank you.

JJS

Cc: David Jackson, Interim Provost
Kendra Schmid, Interim Vice Provost

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to establish the Research Center for Developmental Toxicology and Pharmacology (RCDToP) to be administered by the Department of Pharmacology and Experimental Neuroscience, in the College of Medicine, at the University of Nebraska Medical Center (UNMC).

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

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

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

The proposed Research Center for Developmental Toxicology and Pharmacology represents a strategically important initiative, with a mission "To advance knowledge, diagnosis, treatment, and prevention of pharmacologic agents or environmental toxicants influenced fetal or early post-natal developmental deficits through innovative collaborations and interdisciplinary approaches for cutting-edge research and premier education programs." The proposed Center will bring together faculty expertise across the College of Medicine, College of Pharmacy, College of Public Health, Child Health Research Institute, and the Munroe-Meyer Institute, and is well positioned to advance innovative, collaborative research and educational opportunities. The proposed Center demonstrates strong potential for extramural funding, impactful scholarship, and meaningful contributions to workforce development and clinical translation. There is committed support for the first two years, and faculty with a strong history of obtaining extramural funding to support their work. No additional resources are needed to establish this center.

BACKGROUND INFORMATION

Section 2.11 of the Bylaws of the Board of Regents provides that multi-departmental centers for research, teaching, and/or service require approval by the Board of Regents.

RECOMMENDATION

The President recommends approval.

SUMMARY-ESTABLISHING AN ACADEMIC CENTER

CAMPUS AND NAME OF CENTER: UNMC Research Center for Developmental Toxicology and Pharmacology

Date of proposed Center establishment: Upon Approval

Five-year Projected Expenses	Cost	**Brief Explanation**
Personnel	$ 1,080,213.00	Initial expenses include Director, faculty, postdoc, operational such as educational materials, pilot funds, core development, summer scholarships, etc.
Operating	$ 525,000.00	
Total Expenses	$ 1,605,213.00	

Five-year Projected Revenue Sources	Cost	**Brief Explanation**
Existing Funds	$ 875,000.00	The current commitment for the Center funding is for five years. The funding support will come from committed Dr. Aditya N. Bade Retention Package. Projected grants, contracts, and philantrhopic funds are estimated based on past history of successful funding.
New Public Funds	$	
Tuition and Fees	$	
Philantrhopic Contributions	$ 450,000.00	
Grants and Contracts	$ 2,550,000.00	
Other	$	
Total	$ 3,875,000.00	

AAU Recognition Potential Impact: [ ]Very Negative [ ]Negative [ ]None [X]Positive [ ]Very Positive [ ]Not Applicable

AAU Recognition Criterion Impacted (If any): Phase I, Federal Research Support

Services/Functions of Academic Center:

Conduct pioneering basic and translational research to understand the molecular and pharmacological parameters [pharmacokinetic/pharmacodynamic (PK/PD)] in mother and fetus contributing to developmental adverse conditions. Educate and train the next generation of researchers and clinicians in developmental biology, toxicology, and pharmacology. Reduce the burden of developmental disorders through accomplishing translational science, attracting high-potential candidates, and creating new jobs.

February 2, 2026

Jeffrey P. Gold, MD
President
Office of the President
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583

Dear President Gold,

I am writing in support of the creation of the **Research Center for Developmental Toxicology and Pharmacology (RCDToP)** as a new Center at the University of Nebraska Medical Center, with a proposed start date of Fall 2026.

The RCDToP aligns closely with UNMC and NU strategic priorities by advancing interdisciplinary research, education, and translational science focused on developmental health, maternal–fetal medicine, toxicology, and pharmacology. The Center will leverage existing institutional strengths and resources, advance collaboration across the NU system, and enhance our competitiveness for extramural funding while addressing significant health needs in Nebraska and beyond.

This proposal has received approval from the UNMC Vice Chancellor for Research and the Vice Chancellor for Academic Affairs. We now request your review and approval, and forward to the Board of Regents for consideration at an upcoming meeting.

Sincerely,

H. Dele Davies, MD
Interim Chancellor

cc: Jane Meza, PhD, Interim Vice Chancellor, Academic Affairs
David Jackson, PhD, Interim Executive Vice President and Provost

University of Nebraska
New Academic Center

Academic Centers include bureaus and institutes

I. Descriptive Information

Name of Institution Proposing New Center
University of Nebraska Medical Center
Name of Proposed Center
Research Center for Developmental Toxicology and Pharmacology (RCDToP)
Name of the Programs (majors) Involved
College of Medicine (COM), College of Pharmacy (COP), College of Public Health (COPH), Child Health Research Institute (CHRI), and Munroe-Meyer Institute (MMI).
Other Programs Offered in this Field by Institution
None
Administrative Unit(s) for the Proposed Center *[e.g. college, school, division, etc.]*
Department of Pharmacology and Experimental Neuroscience, College of Medicine, UNMC
Physical Location, if applicable
Durham Research Center - 1, UNMC
Date Approved by the Governing Board
Proposed Date the Center will be Initiated
Upon Approval

II. Review Criteria

A. Purpose and Context for the Center

1. Vision: To build a nationally recognized research center for advancing the understanding of underlying toxicological and pharmacological mechanisms of fetal and early post-natal developmental impairments, particularly brain and congenital abnormalities, influenced by maternal use of drugs (prescription medicines or substance use/abuse) or environmental toxicant exposures, and contributing to advancements in diagnostic and therapeutic intervention strategies to improve clinical outcomes for individuals affected by these conditions.

2. Mission Statement: To advance knowledge, diagnosis, treatment, and prevention of pharmacologic agents or environmental toxicants influenced fetal or early post-natal developmental deficits through innovative collaborations and interdisciplinary approaches for cutting-edge research and premier education programs.

3. RCDToP Core Objectives:

- Establish an integrative, multidisciplinary, and state-of-the-art research environment at the University of Nebraska Medical Center (UNMC) focused on developmental disorders.
  - The focus will be on molecular and structural neurodevelopmental deficits affecting cognition, language, learning, or intellectual abilities as well as on congenital abnormalities such as neural tube defects or congenital heart defects that are influenced by exposures to prescription medicines, substance use/abuse, or environmental toxicants during gestation or neonatal period.

  - Linkage of adverse effects of drugs and environmental toxicants on “maternal or placenta health” to developmental disorders will be studied.
  - Conduct pioneering basic and translational research to understand the molecular and pharmacological parameters [pharmacokinetic/pharmacodynamic (PK/PD)] in mother and fetus contributing to developmental adverse conditions.
  - Synergistic influence from genetic disposition or maternal health (e.g. diabetes or obesity) to exacerbate the adverse effects of toxins on the fetal developmental outcomes will be explored.
  - In addition, how other developmental impairments like congenital heart defects influenced by drugs or toxins affect the functional neurodevelopmental outcomes will be explored.
  - Develop therapeutic interventions and technologies for early diagnosis, treatment, and rehabilitation.
- Educate and train the next generation of researchers and clinicians in developmental biology, toxicology, and pharmacology (graduate students, post-docs, physician scientists or junior faculties).
- Secure funding from federal research grants, private foundations, or philanthropic donations.
- Contribute to the community and economic development in the state of Nebraska by reducing the burden of developmental disorders through accomplishing translational science, attracting high-potential candidates, and creating new jobs.
- Build UNMC’s reputation as world leaders in the research field focused on developmental toxicology and pharmacology.

B. Centrality to UNMC Role and Mission

- The RCDToP strategically associates with UNMC’s iTEACH values. These are innovation and excellence for research and educational programs through inter-disciplinary collaboration and teamwork, with accountability, courage, and healing for improving clinical outcomes of children affected by developmental deficits.
- The RCDToP vision affiliates with UNMC’s vision and strategic plan 2025-28 focused on providing best education (UNMC Strategy 1.1, 1.3, 1.6, and 1.7), and research facilities and environment (UNMC Strategy 2.1, 2.2, 2.3, and 2.8) to produce world-renowned researchers and health care professionals in the field of developmental science, maternal-fetal health, toxicology, pharmacology (UNMC Strategy 3.1) while embracing richness of diversity (UNMC Strategy 5.1), advancing community engagement (UNMC Strategy 4.2 and 4.3) and economic development (UNMC Strategy 6.1 and 6.2) in the state of Nebraska.

C. Relationship of the proposal to the NU Strategy

- The RCDToP strategic plan parallels with the NU Strategic Plan Five Key Pillars.

  - Provides new educational and research opportunities for advancing innovative, inclusive and impactful educational experiences for the next generation of students in the research area of toxico-pharmacology of developmental disorders.
  - Promotes cross-disciplinary collaborative partnerships among researchers, clinicians and public health analysts working in different areas of developmental impairments, diagnostics and therapeutics to foster discovery and innovation that address critical challenges and unlock new opportunities for professional success in this area.
  - Leveraging resources wisely to achieve sustainable and far-reaching impact by developing a central collaborative space, RCDToP, for the success of faculties and students working on developmental health and disorders, toxicology, and pharmacology.
  - Welcomes, celebrates and cultivates a supportive, inclusive and dynamic environment so each member of the center can succeed.
  - The Center’s objective is to alleviate the burden of developmental disorders and thereby create impacts across our state, nation and world that result in positive rural and urban outcomes.

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

1. Research Program Development: To achieve the mission, RCDToP will pursue the following strategic research goals.

- Understand the underlying toxicological and pharmacological mechanisms of developmental disorders. These include pharmacological agent or environmental toxicants influenced functional or structural changes in the development of the brain or chronic congenital abnormalities during gestation or early postnatal developmental period. Causative factors of interest for these developmental disorders include, but are not limited to, illicit substance use/abuse (e.g. methamphetamine, cocaine, cannabinoids, nicotine, alcohol, and fentanyl or opioids), prescription medications (e.g. selective serotonin reuptake inhibitors (SSRIs), opioids, beta-blockers, antiepileptics, antibiotics or antiretrovirals), and air or water toxins (e.g. pesticides, nitrates, chlorpyrifos, atrazine or particulate matter 2.5).
- Develop novel non-invasive bioimaging tools (e.g. MRI, SPECT, PET), and their applications for early diagnosis of developmental deficits.
- Develop new therapeutic interventions for both treatment and prevention strategies. Focus will be kept on the development of new medicines or prodrugs with better pharmacological and efficacy properties, and novel drug-delivery systems.
- Promote state-of-the-art Artificial Intelligence (AI)-driven tools development to support early diagnosis and treatment outcomes.

2. Education and Training for Future Leaders: The center will offer inter-disciplinary educational programs to train the next generation of scientists in the area of developmental toxico-pharmacology. Special emphasis will be placed on brain/heart-developmental biology and impairments thereof. While there is no formal education curriculum proposed at this moment, focus will be placed on following activities. Such training and development of world leaders in the field of developmental health and disease will also result in attracting early-stage investigators with high potential, which would be crucial for the maintenance and growth of the RCDToP.

- Develop fetal developmental toxico-pharmacology related coursework and workshops for students and trainees.
- Conduct regular seminars (in-person and online) and make them available to all students and professional researchers of the UNMC and the NU system.
- Organize grant-writing workshops with established leaders in the field.
- Establish post-doctoral fellowships focused on cutting-edge research in developmental bio-pathology. For post-doctoral fellowships, create opportunities for professional development, and networking.
- Provide continuing education for clinicians on the latest developments in the field.
- To provide pilot funds to support cross-campus collaborations among basic and clinician scientists.
- Develop summer scholar programs for high-school and undergraduate students to raise awareness, encourage innovation and learning, and generate excitement for research.
- Establish collaborations not only with four campuses of the NU system (UNMC, UNL, UNO, and UNK) but also with other universities, hospitals, and research institutions for education and mentorship opportunities.

3. New Research Cores and Resources:

- Develop innovative core facilities to improve the availability of novel research tools, technologies and resources for the success of researchers.
  Defined short-term milestone: Novel 3D brain or placenta organoids core facility will be established at UNMC. Different types of organoids will be developed and provided to researchers to accomplish mechanistic or therapeutic goals. This unique facility will increase competitive edge of the UNMC and the NU system researchers for federal grants acquisitions.
- Develop innovative hands-on training programs within cores and among cross-disciplinary laboratories.
  Defined short-term milestone: Hands-on-training programs will be developed in collaboration with the RCDToP associated faculties and their laboratories for training next generation scientists. It will include experimentation, analysis and data conclusion from *in vitro*, *ex-vivo* and *in vivo* studies addressing questions linked to developmental science and pathology and toxico-pharmacological agents.
- New programs will be implemented at cores to help the RCDToP associated researchers in fulfilling their research needs.

Defined short-term milestone: Experiments will be performed on novel 3D brain or placenta organoids at the core according to the need of investigator. Investigators will be involved only in the study design. It would help investigators in conserving time and overall cost associated with experiments and accomplish their research goals.

As the National Institutes of Health (NIH) places growing emphasis on innovative in vitro platforms, particularly 3D organoids, developing a centralized, dedicated core facility through the RCDToP will strategically position NU investigators to remain competitive, foster collaboration, and improve success rates in securing extramural support in the field of developmental biology.

4. Research Output and Dissemination:

- Develop data-sharing protocols and centralized databases to facilitate collaboration with external researchers.
- Publish research in peer-reviewed journals.
- Present findings at national and international conferences.

E. Evidence of Need and Demand

Need and Demand for the RCDToP: Fetal or early postnatal developmental impairments induced by maternal use of drugs (prescription medicines or illicit substance use/abuse) or environmental toxicant exposures continue to be one of the major public health concerns in Nebraska, the United States, and worldwide. Exposure to these agents during pregnancy could lead to some form of neurodevelopmental or chronic congenital disorders. These developmental deficits can impact several processes such as cognition, learning, language or overall intellectual abilities, which in turn can adversely affect health, school, social outcomes or other functions required for everyday living. Such disorders not only affect the normal daily activities of children but also place a significant burden on their family members in terms of health care costs, time commitment, and mental exhaustion. However, to this date, it is not well understood how these different pharmacologic or environmental agents cause developmental deficits and thus, therapeutic interventions are not available. Moreover, due to lack of novel rapid diagnostic tools, several causative factors remain unknown.

In the United States, approximately 5% of pregnant women report using one or more addictive substances. Up to 1 in 20 school-aged children may have fetal alcohol spectrum disorders (FASDs), a range of physical, cognitive, and behavioral disorders caused by prenatal alcohol exposure. In the Nebraska, in 2020, 1.9 newborns per 1,000 hospitalized were diagnosed with neonatal abstinence syndrome, a withdrawal syndrome in infants exposed to drugs prenatally. Moreover, In 2023, more than 20% of Nebraska women of childbearing age between 18 and 44 reported binge drinking. In 2022, 3.8% of Nebraska mothers reported smoking during the last three months of pregnancy. All or each of the illicit substances used during pregnancy are potentially associated with some form of neurodevelopmental consequences such as intellectual disability, attention deficit hyperactivity disorder (ADHD), autism spectrum disorder (ASD) or chronic congenital abnormalities.

Currently, utilization of at least one prescription medication during pregnancy has reached up to 75%. However, safety of prescription medication during pregnancy for majority of medicines is unknown, largely due to lack of pregnant women inclusion in the clinical trials. Use of prescription medications like antidepressants or antiepileptics, selective serotonin reuptake inhibitors (SSRIs) or valproic acid, respectively, during pregnancy could increase the risk of developmental neurofunctional deficits such cognition or intellectual impairments, ASD or ADHD following prenatal exposures.

In addition, in the United States birth defects occur in approximately 3 percent of all live births. Nebraska exceeds the national average with birth defects occurring in around 6% percent of all live births. The findings of several studies published since 2000 indicate that birth defects may be associated with the mother's exposure to some types of agricultural compounds such as nitrate, atrazine, or arsenic in the drinking water. In these studies women who gave birth to babies with congenital abnormalities such as neural tube defects, oral cleft defects, or some form of cardiac deficiencies. In addition, elevated levels of nitrate in drinking water may increase the risk of spontaneous abortion, fetal deaths, prematurity, intrauterine growth retardation or low birth weight.

An estimated more than 10% of children experience some form of neurodevelopmental disability in the United States and the Nebraska. While specific numbers vary across different disorders, most reported conditions include ADHD, ASD, learning disabilities, intellectual disabilities, speech or language disabilities, behavioral disorders or other developmental delays. Although, linkage of pharmacologic and environmental toxicants to these developmental disabilities is well reported, direct contribution and underlying causes are unknown.

Even after several years of advancements in science, still there is a knowledge gap in the understanding of how particular pharmacologic or environmental agents cause brain developmental or chronic congenital impairments. Moreover, treatment or preventive measures and non-invasive diagnostic tools for early detection of developmental deficits are still in their infancy. Thus, due to various forms of developmental impairments, it is critical to understand the biological pathways leading to these individual disorders. Such discoveries will set the stage for the development of treatment or prevention strategies. The creation of this center will address each of these questions through multi-disciplinary, collaborative, translational research, and by providing premier education and training programs to develop young scientists and clinicians. Through these implementations, the Center's objective is to alleviate the burden of developmental disorders induced by drugs or environmental toxins and thereby, health care costs in the state of Nebraska and the United States. Successful implementation of this center will put the UNMC and NU system on the world map as the research leaders of developmental toxicology and pharmacology. As detailed in the RCDToP core objectives (above), the goals of the new center are to facilitate and advance research in developmental toxico-pharmacology in understanding causative biological pathways, developing novel research means like 3D organoids, Artificial Intelligence (AI) tools or animal models closely reflecting human neuro developmental impairments, and inventing new diagnostic tools and therapeutic agents. The Center will enhance research capacities and outputs by establishing a central platform for collaborations and educating the next generation of researchers and clinicians.

Currently, researchers from independent UNMC departments, colleges or institutions have worked on focused research areas such as biomarker or mechanistic discovery, bioimaging tool development, therapeutic drug-development or public health assessments in the area of developmental disorders and therapeutics. *However, the RCDToP will create a central collaborative space at UNMC for fostering cross-disciplinary collaboration among scientists, clinicians, and data analysts with the research focus on toxins-associated developmental disorders, diagnostic, and intervention strategies. The center will provide leadership, mentoring and infrastructure necessary to build on existing research excellence at the UNMC.* The inclusion of clinical faculties will foster and facilitate clinical fellows to participate in projects conducted in the research laboratories. This relationship will have co-operative advantage as not only will the clinicians receive training in basic research, but reciprocally, the basic scientists will also benefit from the expertise and experience of the clinicians, together moving the field forward. Such complementary, multidisciplinary collaborative efforts will lead to translational research, leading to improvements in healthcare outcomes of children suffering with developmental disorders influenced by pharmacologic or environmental toxicants. While the foundation for this research is in play, the successful integration of efforts from distinct fields of developmental toxico-pharmacology and cross-disciplinary collaborations would advance science and place the UNMC and the NU system at the national forefront.

F. Organizational Structure and Administration

1. Faculty and Staff:

- **Director:** Aditya N. Bade, PhD; Assistant Professor of Pharmacology and Experimental Neuroscience, UNMC.
  - Aditya N. Bade, PhD, will commit 25% of his efforts (0.25 FTE) as the Director of the RCDToP. Dr. Bade is a Joseph P. and Harriet K. Gilmore Distinguished Scientist. His research primarily focuses on neurodevelopmental toxicology and pharmacology, with extensive experience in immunology and virology related to human retroviruses. Dr. Bade's current work explores the mechanisms behind antiretroviral drugs (ARVs)-induced adverse neurodevelopmental outcomes and aims to develop strategies to enhance drug safety and therapeutic efficacy during pregnancy. With numerous peer-reviewed publications in esteemed journals like Nature Materials, Dr. Bade maintains a highly productive research profile focused on neurodevelopmental health and disorders and has a strong record for successfully mentoring young researchers including post-docs, medical students, PhD students, and college or high-school scholars. His work on developmental toxicology and

pharmacology has been supported by multiple intra- and extramural grants, including the successful acquisitions of several R-level grants (around $7.5 million support) from NIH institutions including Eunice Kennedy Shriver National Institute of Child Health and Human Development (NIH/NICHD) and the National Institute on Drug Abuse (NIDA). Overall, Dr. Bade is well qualified to lead this program as the Director.

- In addition, Dr. Liu, professor of the department of radiology with complementary expertise in developing new non-invasive bioimaging applications for studying neuropathology and therapeutic outcomes for several neuro-disorders and to date. He has successfully acquired several individual and group-based NIH grants and also has experience of helping other centers at UNMC. Dr. Liu, an active and advisory board member (details below), will commit 15% of his efforts (0.15 FTE) to support the RCDToP establishment, maintenance and growth.
- Additionally, a full-time Assistant Professor (1.0 FTE) with expertise in developmental toxico-pharmacology will be hired in Year 3 to support the further growth of the center.
- Furthermore, non-teaching staff will be part of the proposed unit. (1) Manjeet Kumar, PhD (Postdoctoral Research Associate; professional staff) will dedicate 100% of his efforts (1 FTE) to the creation of educational material and first research core facility within the first 3 years of the unit establishment. (2) TBA- Administrative Support Staff Member (he/she) will dedicate 50% of efforts (0.5 FTE) during initial 2 years to create a webpage and maintain the unit. A full-time Administrative Support Staff Member (1.0 FTE) will be hired in Year 3 to support the growth and expansion of the unit.

- **Participating Faculties:**

<u>The following faculties will be active participants at the RCDToP. Support letters from each faculty are attached, explaining their expertise, achievements and how each member will contribute to the establishment and growth of the RCDToP.</u>

1) Ann L. Anderson Berry, MD, PhD; Chief and Professor of Division of Neonatology; Executive Director of Child Health Research Institute, UNMC. (Advisory Board Member)
2) Karoly Mirnics, MD, PhD, Director, Munroe-Meyer Institute and Professor of Psychiatry, Biochemistry & Molecular Biology, UNMC. (Advisory Board Member)
3) Howard E. Gendelman, MD; Chair and Professor of Pharmacology and Experimental Neuroscience, UNMC. (Advisory Board Member)
4) Corey Hopkins, PhD; Professor of Pharmaceutical Sciences and Director of Center for Drug Design and Innovation, UNMC. (Advisory Board Member)
5) Anna Dunaevsky, PhD; Professor of Department of Neurological Sciences, UNMC, and Director of Cognitive Neuroscience of Development & Aging Center
6) Shilpa Buch, PhD; Professor of Pharmacology and Experimental Neuroscience, UNMC, and Director of Nebraska Center for Substance Abuse Research
7) John S. Davis; Professor of Department of Obstetrics and Gynecology, and Director of Nebraska Center for Women's Health Research
8) Benson Edagwa, PhD; Professor of Pharmacology and Experimental Neuroscience Department, UNMC. (Advisory Board Member)
9) Yutong Liu, PhD; Professor of Radiology and Director of Bioimaging Core Facility, UNMC. (Advisory Board Member)
10) Mystera Samuelson, PhD; Assistant Professor of Environmental, Agricultural & Occupational Health, and Director of Animal Behavior Core, UNMC. (Advisory Board Member)
11) Chad Abresch, PhD; Chair and Associate Professor of Health Promotion, UNMC. (Advisory Board Member)
12) Fang Yu, PhD; Professor of Biostatistics and Director of Center for Collaboration on Research Design & Analysis, UNMC. (Advisory Board Member)
13) Dongming Peng, PhD; Associate Chair of the Electrical and Computer Engineering Department, University of Nebraska – Lincoln (UNL)
14) Majid Jadidi, PhD; Assistant Professor of Department of Biomechanics, University of Nebraska-Omaha (UNO)
15) Joe (Xinqiu) Yao, PhD; Assistant Professor of Department of Chemistry, UNO

16) Adam R. Cassidy, PhD, LP, ABPP; Associate Professor of Psychology & Pediatrics, Mayo Clinic - Rochester

- Overall, Dr. Bade, other faculties, and staff are well qualified to lead this program as a leading research center for developmental toxicology and pharmacology.
- For the initial 2 years, existing facilities, resources, and collaborations will be leveraged to establish the center. This will assure wise and efficient utilization of existing resources and collaborations to achieve sustainable and far-reaching impact on the development of a new unit, RCDToP, for the success of faculties and students working on developmental health and disorders. As Dr. Bade and sixteen other faculties are participating in supporting the unit, efficient implementation with existing resources and equipment is feasible during initial period. From Year 3, expansion of the unit is expected with the hiring of more personnel directly under the RCDToP and successful acquisition of funds for long term support and growth (details in budget sheets).
- Additionally, the committed funds are from Dr. Bade's retention package (details in budget sheets) and the early phase of RCDToP establishment is utilizing existing resources for efficient implementation, there will not be any impact on the existing programs or units and their budgetary support. This approach will complement the existing units by avoiding any impact on existing distribution of funds and any duplication of resources. Rather, this strategic approach will be built on existing research excellence at UNMC and will help to bring in more resources and opportunities for next generation researchers and will put the UNMC and NU system on the world map as the research leaders of developmental toxicology and pharmacology.
- **This implementation plan strongly parallels the NU Strategic Plan Five Key Pillars.**

2. UNMC Administration Support: The Research Center for Developmental Toxicology and Pharmacology (RCDToP) will be established under the leadership of Dr. Aditya N. Bade (Director of the Center) and the application has received the approval of UNMC Administration. Please see the approval memos provided by the dean of college of medicine, the vice chancellor research, and the department chair, and support letters.

G. Partnerships with Business

- Not applicable.

H. Collaborations with Higher Education Institutions External to the University

Collaborative Partnerships:

A) Collaborations Within the UNMC and the Nebraska University (NU) System:

- Create a central collaborative space at UNMC for fostering cross-disciplinary collaboration among scientists, clinicians, and data analysts with the research focus on developmental toxicology and intervention strategies. The RCDToP will provide a central platform for existing and future research including, but not limited to, College of Medicine (COM), College of Pharmacy (COP), College of Public Health (COPH), Child Health Research Institute (CHRI), and Munroe-Meyer Institute (MMI). This approach will build a new bridge of collaborations among clinicians, basic scientists and public health experts, advancing translational medicine.
- The center will extend this research platform for accomplishing cross-disciplinary collaboration among other universities, institutions, and research centers of the Nebraska University (NU) system. We already have ongoing collaborations with researchers at department of Radiology, department of Health Promotion, department of Biostatistics, and department of Obstetrics and Gynecology at UNMC, department of Electrical and Computer Engineering and department of Nutrition & Health Sciences at UNL, and department of Biomechanics and department of Chemistry at UNO. The Center will further solidify these interactions as we expect to extend the research platform and cross-train early-stage investigators in neurodevelopmental toxico-pharmacology.
- Organize annual symposia and workshops to exchange knowledge and stimulate collaborations among scientists, clinicians, and data analysts of UNMC and the NU system.

- Work with existing UNMC centers, institutions or research core facilities to stimulate collaborations focusing on different aspects of development toxicology including biomarker discovery, bioimaging tools and therapeutic drug developments. These include CHRI, MMI, Center for Drug Design and Innovation, Center for Collaboration on Research Design and Analysis, Center for Neurodegenerative Disorders, Cognitive Neuroscience of Development & Aging Center (CoNDA), Nebraska Center for Substance Abuse Research, and research cores including Bioimaging, Behavioral science, Bioinformatics, and different Omics platforms.

B) Collaborations Outside of the UNMC and NU System:

- We already have an ongoing collaboration with Dr. Adam Cassidy from Mayo Clinic, MN. Notably, in collaboration with Dr. Cassidy (Mayo Clinic, MN), we already received R01 grant from NIH/NICHD to study effects of antiretrovirals on pre- and post-natal neurodevelopment. We will further foster such collaborations at a national level with other research centers, academic institutions, and hospitals that are specializing in developmental toxicology to stay on the cutting edge, facilitate knowledge exchange, share resources and collaborate on a large scale.

I. Constituencies to be Served

Novel discoveries created by the RCDToP-linked investigators will pave the way for the future early diagnoses and underlying mechanisms of developmental disorders influenced by pharmacologic or environmental toxicants. These innovations will set the platform for the development of novel therapeutic or preventive strategies for individuals affected by these conditions. This will have clinical relevance and a major impact on healthcare in Nebraska and the United States. The students, post-doctoral fellows and junior faculties focused on developmental biology, maternal-fetal health, toxicology, and pharmacology research will benefit from this Center.

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

1. Yearly Needs Assessment and Evaluation: The Director and the advisory board members will conduct annual review of the Center's activities, progress and make recommendations for the future growth and development of the Center. The following standards will be considered for the evaluation and needs assessment.

- **Assessment of Existing Resources:**
  - Review ongoing research in developmental toxicology and pharmacology at UNMC.
  - Evaluate available facilities, labs, and technologies.
  - Assess the ongoing status of interdisciplinary collaboration.
- **Gap Analysis:**
  - Identify gaps in developmental toxico-pharmacology research capacity at UNMC and the NU system.
  - Determine areas of high potential impact based on existing resources and research trends.
  - Examine regional, national, and global research trends and opportunities.
- **Community and Healthcare Needs:**
  - Gather data on the prevalence and impact of developmental disorders influenced by drugs or toxic agents in the state of Nebraska with the help of COPH experts.
  - Engage with healthcare providers to understand needs and unmet clinical challenges.
- **Short-Term and Long-Term Evaluation Metrics:**
  - Establish quantitative key performance indicators (KPIs) for the center's success, such as research publications, grant funding, and educational outcomes.
  - Regularly review funding and resource allocation to ensure sustainability.
  - Establish a long-term endowment or funding mechanism for continued growth and innovation.
- **Annual Review and Strategic Planning:**
  - Conduct an annual review of the Center's goals and performance.
  - Adjust RCDToP Core Objectives based on evolving research trends and needs.

2. Timeline and Milestones:

- **Short-Term Milestones (Year 1-3):**
  - Create a website for the RCDToP with clear messaging about vision, mission, and core objectives.
  - Develop key collaborations focused on developmental toxico-pharmacology and therapeutics among colleges, centers, institutions, and cores at UNMC and the NU system.
  - Establish an online platform to highlight RCDToP members with their expertise allowing researchers and clinicians to find other complementary investigators to collaborate with and develop positive teamwork.
  - Launch initial research and educational programs for trainees.
  - Secure initial funding for the center.
  - Successfully conduct seminars and symposiums.
  - Establish 3D brain or placenta organoid core facility.
  - Develop data-sharing protocols and centralized databases for the RCDToP members and publish findings in high-impact journals.
  - Develop social media presence to engage with the community, share findings, and promote events.
  - Conduct yearly needs assessment and evaluations.

- **Long-Term Milestones (Year 4-5):**
  - Expand research efforts, clinical integration, and partnerships.
  - Expand core leadership team, international collaborations, and research networks.
  - Establish a robust training program for next generation scientists.
  - Develop partnerships with industry and foundations for translational research.
  - Secure long-term funding through center-specific grants, endowment funds, philanthropic donations, and commercialized research.
  - Establish a long-term community engagement network.
  - Build a reputation as a center of excellence in developmental toxicology and pharmacology.

K. Potential for the Center to contribute to Society and Economic Development

Contribution to Society and Economic Development: The establishment of the RCDToP will enhance the capability for conducting developmental toxicology and pharmacology research in the state of Nebraska. It is expected that RCDToP will foster translational research to improve developmental outcomes which in turn will contribute to reducing the burden of neurodevelopmental disorders in Nebraska. Moreover, local outreach of the Center to raise awareness about developmental toxicology research would provide community benefits. Increase in number of investigators funded with extramural grants will not only have an impact on accelerating research related discoveries but also create new jobs, attract high-talent candidates, and contribute to the state economy.

L. Adequacy of Resources:

1. Faculty/Staff

- Please see the details provided above in “Organizational Structure and Administration”.

2. Physical Facilities and Equipment

The RCDToP will be established and guided by eighteen faculties (Director, Advisory Board members, and Participating Faculties) and their staff. Currently, the existing facility and resources are adequate to initiate the center. The Center will be physically located in the department of Pharmacology & Experimental Neuroscience (PEN) at the 3rd floor of the Durham Research Center – 1 (DRC-1), UNMC. Required laboratory and office space on the same floor is currently available for the Center, and if needed, additional laboratory and office space will be requested. Current animal housing space in the department of Comparative Medicine in DRC-1/2 will be used

to complement the proposed work. If needed, additional animal housing space will be requested. The laboratories in the PEN department are well equipped with instruments to conduct investigations in this field.

3. Budget Projections *[include Table 1 and Table 2]*

- Table 1: Projected Expenses
- Table 2: Revenue Sources for Projected Expenses

  - Please see the details below and attached Budget documents.

Budget Projections and Plan for Future Funding Acquisition: The current commitment for the Center funding is for five years. The funding support will come from committed Dr. Aditya N. Bade Retention Package 2024/25. It was supported by multiple sources at UNMC including Department of Pharmacology and Experimental Neuroscience, College of Medicine Dean's Office, Vice Chancellor for Research Office, Child Health Research Institute, and the foundation. In addition, for maintenance and future growth, the following actions will be implemented to secure projected funding. Please see the attached budget files for the details on committed and projected funds.

- **Funding Sources**:
  - Secure seed funding from the university, including internal grants and institutional support, government grants, private foundations, or philanthropic donations.
  - Apply for federal research grants from agencies like the NIH (National Institutes of Health), particularly from the Eunice Kennedy Shriver National Institute of Child Health and Human Development (NICHD), the National Institute of Neurological Disorders and Stroke (NINDS), National Institute on Drug Abuse (NIDA), or National Institute of Environmental Health Sciences (NIEHS).
  - Explore state and local funding opportunities, particularly those targeting development toxicology-associated medical and public health research.
  - Identify and apply for federal and private grants for both investigator-initiated and center-specific funding opportunities.
- **Industry Partnerships:**
  - Explore potential partnerships for technology development, clinical trials, and commercialization.
- **Private and Philanthropic Donations**:
  - Launch fundraising campaigns targeting donors, with specific focus on individuals and families affected by developmental conditions. Host events and leverage social media to raise awareness and attract support.
- **Endowment Fund**:
  - If feasible, create an endowment fund to ensure long-term sustainability.

TABLE 1: PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT
Research Center for Developmental Toxicology and Pharmacology (RCDToP)

	(FY_2026-27) Year 1		(FY_2027-28) Year 2		(FY_2028-29) Year 3		(FY_2029-30) Year 4		(FY_2030-31) Year 5		**Total**	
Personnel	**FTE**	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	**FTE**	**Cost**
Faculty [1]	0.4	$54,734	0.4	$55,828	1.4	$146,944	1.4	$149,882	1.4	$152,879	1.4	$560,267
Non-teaching staff: Professional [2]	1	$61,977	1	$63,217	1	$64,481	1	$65,770	1	$67,085	1	$322,530
Graduate assistants		$0		$0		$0		$0		$0	0	$0
Non-teaching staff: support	0.5	$29,243	0.5	$29,828	1	$45,205	1	$46,109	1	$47,031	1	$197,416
Subtotal	1.9	$145,954	1.9	$148,873	3.4	$256,630	3.4	$261,761	3.4	$266,995	3.4	$1,080,213
Operating												
General Operating [3]		$25,000		$25,000		$125,000		$150,000		$200,000		$525,000
Equipment [4]		$0		$0		$0		$0		$0		$0
New or renovated space [5]		$0		$0		$0		$0		$0		$0
Library/Information Resources [6]		$0		$0		$0		$0		$0		$0
Other [7]		$0		$0		$0		$0		$0		$0
Subtotal		$25,000		$25,000		$125,000		$150,000		$200,000		$525,000
Total Expenses	1.9	$170,954	1.9	$173,873	3.4	$381,630	3.4	$411,761	3.4	$466,995	**3.4**	**$1,605,213**

Explanation:

For the initial 2 years, existing facilities, resources, and collaborations will be leveraged to establish the center. This will assure wise and efficient utilization of existing resources and collaborations to achieve sustainable and far-reaching impact on the development of a new unit, RCDToP, for the success of faculties and students working on developmental health and disorders.

Notes:

[1] Both (1) Dr. Aditya N. Bade, the Director of the center will dedicate 25% of individual efforts (0.25 FTE) and (2) a Professor, Dr. Yutong Liu, the memebr of the RCDToP, will dedicate 15% of individual efforts (0.15 FTE) to implement and maintain the unit. (3) Additionally, a full time Assistant Professor (1.0 FTE) will be hired in Year 3 to support the further growth of the center. Increases in years 2-5 represent incremental increase in base salary at 2% per year. Proposed salary includes benefits.

[2] Following non-teaching staff are included: (1) Manjeet Kumar (Postdoctoral Research Associate; professional staff) will dedicate 100% of his efforts (1.0 FTE) for creation of educational material and first research core facitlity within first 3 years of the unit establishment. (2) TBA- Administrative Support Staff Member will dedicate 50% of efforts (0.5 FTE) during initial 2 years to create the webpage and maintain the unit. A full times Administrative Support Staff Member (1.0 FTE) will be hired in Year 3 to support the growth and expansion of the unit. Increases in years 2-5 represent incremental increase in base salary at 2% per year. Proposed salary includes benefits.

[3] General Operating expenses for the center include (1) Teaching/Educational Material, (2) Organoid Core development, (3) Seminars/Symposium/Workshop/Invited Speakars, (4) Pilot funds for early stage investigators, (5) Summar scholarship program for high-school and undergraduate students (6) Website development, (7) Recruitment expense, (8) Advertising, (9) EAC travel/Honorarium, (10) Computer/Office Equipments, (11) Other miscellaneous expenses for overal coordination of the Center's activities.

[4] No equipment is currently anticipated. Dr. Bade and sixteen other faculties are participating to support the unit. Thus, for efficient use of resources, existing equipment will be utilized for initial period and no requirement of the new instrument is anticipated at this time.

[5] No addional space is currently requested.

[6] No library or other information resources are anticipated.

TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT

Research Center for Developmental Toxicology and Pharmacology (RCDToP)

	(FY 2026-27) Year 1	(FY 2027-28) Year 2	(FY 2028-29) Year 3	(FY 2029-30) Year 4	(FY 2030-31) Year 5	**Total**
Existing Funds [1]	$175,000	$175,000	$175,000	$175,000	$175,000	**$875,000**
Required New Public Funds [2]	$0	$0	$0	$0	$0	**$0**
1. State Funds	$0	$0	$0	$0	$0	**$0**
2. Local Funds	$0	$0	$0	$0	$0	**$0**
Tuition and Fees [3]	$0	$0	$0	$0	$0	**$0**
Other Funding [4]	$0	$0	$0	$0	$0	**$0**
1 Extramural Grants			$850,000	$850,000	$850,000	**$2,550,000**
2 Donations			$150,000	$150,000	$150,000	**$450,000**
3						**$0**
Total Revenue [5]	**$175,000**	**$175,000**	**$1,175,000**	**$1,175,000**	**$1,175,000**	**$3,875,000**

Explanation:

[1] These funds will be allocated from the Dr. Aditya N. Bade Retention Package 2024/25 (Committed). As the committed funds are from Dr. Bade's retention package and the early phase of RCDToP establishment is utilizing existing resources for efficient implementation, there will not not be any impact on the exiting programs or units and their budgetary support. This approach will complement the existing units by avoiding any impact on existing distribution of funds and any duplication of resources.

[2] There is no requirement for additional public funds.

[3] There will be no tuition fee revenues to support this unit.

[4] Other Funding: Extramural Grants from National Institutes of Health (NIH/NICHD/NINDS/NIDA/NIEHS) and private donations (Projected). Starting from Year 3, $1 million year are expected through successful aquisitions of competative NIH grants and private donations. Currently. Dr. Bade has brought around $7.5 million through competative NIH grants during last 4 years, and has several NU level collaborative grants in pipeline, assuring the acqusition of projected funds.

[5] Revenues are not expected to match expenses.

February 2, 2026

H. Dele Davies, MD
Interim Chancellor, University of Nebraska Medical Center

Dear Interim Chancellor Davies:

I am writing to formally convey my support for the establishment of the **Research Center for Developmental Toxicology and Pharmacology (RCDToP)** as a new Center at the University of Nebraska Medical Center, with a proposed initiation in Fall 2026.

The proposed RCDToP, to be administratively housed within the Department of Pharmacology and Experimental Neuroscience in the College of Medicine, represents a strategically important initiative that aligns strongly with UNMC's academic mission, iTEACH values, and the University of Nebraska system's strategic priorities. The Center's mission is: "To advance knowledge, diagnosis, treatment, and prevention of pharmacologic agents or environmental toxicants influenced fetal or early post-natal developmental deficits through innovative collaborations and interdisciplinary approaches for cutting-edge research and premier education programs."

The Center brings together faculty expertise across the College of Medicine, College of Pharmacy, College of Public Health, Child Health Research Institute, and the Munroe-Meyer Institute, and is well positioned to advance innovative, collaborative research and educational opportunities. Under the leadership of Dr. Aditya N. Bade, the Center demonstrates strong potential for extramural funding, impactful scholarship, and meaningful contributions to workforce development and clinical translation. Dr. Bade has committed support for the first two years, and a strong history of obtaining extramural funding to support his work. No additional resources are needed to establish this center.

Based on the strength of the proposal, the demonstrated administrative and academic support, and the alignment with UNMC's strategic goals, I fully support the establishment of the Research Center for Developmental Toxicology and Pharmacology and respectfully recommend its approval. Please let me know if additional information is needed.

Sincerely,

Jane L Meza

Jane Meza, Ph.D.
Interim Vice Chancellor, Academic Affairs
University of Nebraska Medical Center

University of Nebraska Medical Center
Office of the Interim Vice Chancellor for Academic Affairs
987810 Nebraska Medical Center | Omaha, NE 68198-7810 | 402.559.5130
unmc.edu/academicaffairs

University of Nebraska Medical Center

September 4, 2025

RE: Establish of Research Center for Developmental Toxicology and Pharmacology (RCDToP)

Dr. Bade:

I am writing to provide confirmation of my strong support for your proposal to establish a Research Center for Developmental Toxicology and Pharmacology (RCDToP) under your leadership. Neurodevelopmental disorders are broad in number and impact individuals across the age spectrum. The cause of most of these disorders is poorly understood and treatments are often non-existent or suboptimal. Understanding the pathogenesis of these disorders is critical to identifying means to treat and prevent them.

As outlined in your proposal, UNMC is blessed to have a critical mass of faculty and staff whose research, educational and clinical interests include a broad range of neurodevelopmental disorders. Thus, UNMC is in an excellent position to pursue interdisciplinary efforts to advance our knowledge of these conditions and ultimately develop treatment or prevention strategies for them.

Once fully implemented, the RCDToP will bring expertise from around the campus to advance science related to these conditions and provide opportunities for education of students and our community in them. The Center will provide an opportunity for new extramural funding sources for research and serve as a catalyst to attract talented new faculty and trainees, further enhancing the national reputation of our university.

Thus, the UNMC College of Medicine strongly endorses your application. As you know we have recently committed $450,000 to you over 5 years to enhance your research and support the establishment of the RCDToP. We look forward to working with you to make the RCDToP a reality and will of course consider additional investment as needed.

Sincerely,

Bradley E. Britigan, MD
Stokes-Shackleford Professor and Dean, UNMC College of Medicine

985520 Nebraska Medical Center / Omaha, NE 68198-5520
402-559-4204 / FAX 402-559-9798

August 29, 2025

Aditya Bade, Ph.D.
Department of Pharmacology and Experimental Neuroscience
College of Medicine
University of Nebraska Medical Center
984388 Nebraska Medical Center
Omaha, NE 68198-4388

Dear Dr. Bade,

As Vice Chancellor for Research at the University of Nebraska Medical Center, I enthusiastically support your application to the University of Nebraska Board of Regents to form the Research Center for Developmental Toxicology and Pharmacology (RCDToP). Your proposal is both timely and needed, and I applaud your vision for taking on one of the most difficult challenges of modern biomedical science.

As you describe, there is a wealth of talent at UNMC, and across the NU system, in the neurological sciences and the time is right to bring your research interests and expertise into the fold in a way that makes the “whole greater than the sum of the parts”. Your vision to 1) establish a multidisciplinary research environment focused on toxicological and pharmacological mechanisms of fetal and early post-natal developmental impairments, 2) develop therapeutic interventions and technologies for early diagnosis, treatment, and rehabilitation, and 3) educate and train the next generation of neurodevelopmental researchers and clinicians is exactly what a BoR-approved Center is meant to do. However, if you are successful in achieving these three goals, you will be well on your way to reaching your last goal to “build UNMC’s reputation as a world leader in the research field focused on neurodevelopmental science and disorders”. But have no doubt, this will require strong leadership, not only within the NU system, but within the broader neurodevelopmental research community.

I look forward to hearing of your successful proposal and watching you build a successful program to address this important area of research. As you pursue your career objectives, please know that I would be happy to help along the way.

Sincerely,

Kenneth W. Bayles, Ph.D.
Vice Chancellor for Research

September 1, 2025

Aditya N. Bade, PhD
Department of Pharmacology and Experimental Neuroscience
College of Medicine, University of Nebraska Medical Center 984388
Nebraska Medical Center Omaha, NE 68198-4388

Dear Aditya,

It is my honor and privilege to provide unconditional support for the development of your research center. I pledge to provide the needed guidance for all parts of your new initiative. Your progress in this proposal has been nothing less than spectacular. You have developed a renowned laboratory from scratch. All of us are incredibly proud of these singular accomplishments. Your seminal work investigating the influences of antimicrobial drugs, viral infections, and the environment on neurodevelopment is laudatory. You have built highly relevant, impactful, and unique laboratory initiating a new field of research that interfaces the disciplines of HIV/AIDS, developmental neurobiology. Your work more broadly reflects inherent adverse events and drug-drug toxicities yet to be discovered and reflecting treatments of a broad spectrum of infectious disorders. For the center, the foundation is built from questions of how common medicines impact birth defects, which have long been held of significant relevance. The clear associations between medicine usage, in pregnant women or those of childbearing age, and fetal development require clarity. The work you have already built stands on prior research exploring the association between deficits in neurodevelopment and disease prevention. The scientific impact questions were forged through your leadership. These innovations solidly link timely developmental needs with new opportunities for collaboration and integration, making our university ever stronger. With the new center, you plan to extend a strong foundation of prior work to explore the effects of other pharmacologic or environmental agents and to ensure healthy fetal development. Importantly, your work exploring novel therapies shows that they can facilitate therapeutic drug delivery to the mother while providing a means to attenuate neurotoxicity. The science uncovered will certainly have a profound impact on long-term, broad safety counseling during pregnancy. As you chair and without doubt, I enthusiastically support the new University of Nebraska Board of Regents (BoR) in forming the Research Center for Developmental Toxicology and Pharmacology (RCDToP). Your proposal is timely and will interact with many related programs throughout our campuses and beyond. Established programs throughout the NU system in developmental biology, toxicology, pharmacology, drug development, translational medicine, and clinical care will form the basis of this multidisciplinary research that with other centers in neurodegenerative diseases will develop novel BoR-approved programs. This new initiative will certainly continue to build our university's reputation and provide a timely step forward towards improving the need to optimize fetal development on a global scale. We look forward to watching new successes building upon an already successful program.

Sincerely,

Howard E. Gendelman

Howard E. Gendelman, MD
Chairperson

University of Nebraska Medical Center
Department of Pharmacology and Experimental Neuroscience
Nebraska Medical Center | Omaha, NE 68198-5800 | phone: 402.559.8920 | fax: 402.559.3744 |

August 30, 2025

Aditya N. Bade, PhD
Assistant Professor
Department of Pharmacology and Experimental Neuroscience
College of Medicine
University of Nebraska Medical Center
Omaha, NE 68198

Dear Dr. Bade,

It is with great enthusiasm that I write to support the College of Medicine's application for an University of Nebraska Center the "Research Center for Developmental Toxicology and Pharmacology (RCDToP)". As the Executive Director of the Child Health Research Center at UNMC and Children's Nebraska, and a Professor in the Department of Pediatrics, Division of Neonatology, I have an acute understanding of the significant need for this center. Too many of our pediatric patients suffer from developmental disorders, brain, heart or chronic congenital anomalies, influenced by exposures to a variety of pharmacological or environmental factors for which prevention, interventions and therapeutics are unavailable. Strong collaboration with CHRI and the center is highly likely given the nature of research interests of CHRI investigators and the details presented in the plan below. As an active CHRI investigator you well know the value of bringing together investigators including clinicians and clinician scientists to strengthen the research we conduct in the critical areas of developmental disorders.

This proposed center will bring a much-needed focus for advancing therapeutic discovery to UNMC and the greater Nebraska educational system. The center's vision to be a leading research center for advancing the understanding of underlying toxicological and pharmacological mechanisms of fetal and early post-natal developmental impairments, particularly brain and congenital abnormalities, fostering innovative research, and contributing to advancements in diagnostic and therapeutic intervention strategies to improve clinical outcomes for individuals affected by these conditions aligns clearly with clinical needs of pediatric patients and their families in Nebraska. Additionally, this vision will help amplify the expertise of our current UNMC investigators working in these fields. This center will be a powerful tool for recruitment of faculty as well.

The Center's mission includes those items that are critical to understanding and then treating or preventing fetal or early post-natal developmental deficits. These include: 1. Advancing knowledge, 2. Developing treatments, 3. Establishing preventative measures to decrease the number of children impacted by these disorders. I envision the Center will be working closely with the existing Centers and cores on the UNMC campus to synergize the activities and

enhance the efforts of faculty members' research. The Center will bring much needed focus to this important research area. Thank you for your invitation to serve on the advisory board of the Center, I look forward to working closely with the newly formed Center and actively participating in its activities and research mission.

The Center will include different aspects of research in developmental disorders and highlight opportunities for impactful discovery. Specific areas of opportunity include birth injury and hypoxic ischemic injury, opioid exposure's impact on neurodevelopment, neuroimaging to assess brain development after clinical interventions, ADHD and other neurological behavioral disorders just to list a few. The resources for the center to partner with institutes like CHRI and MMI in addition to evaluating therapeutics through the UNMC Center for Drug Design and Innovation are robust, and I and the other members of your proposed center's advisory board are well positioned to ensure robust collaboration from the start. It is important to note that although all these efforts already occur at UNMC but, having a Center that can help to organize and promote the activities will be a catalyst for increased research activity and extramural funding. The Center and the leadership will also provide guidance and education on developmental biology, maternal-fetal health, toxicology, and pharmacology across multiple models, which will aid in bringing further focus to individual researchers' efforts to attract external support for funding.

As such, please find this letter to be evidence of my strong support for the development of the RCDToP at UNMC.

Sincerely,

Ann L Anderson Berry, MD, PhD
Professor (Tenure), Pediatrics
Executive Director, Child Health Research Institute
Vice-President of Research Children's Nebraska
Vice-Chair Research, Department of Pediatrics
Division Chief, Neonatology
Medical Director, Nebraska Perinatal Quality Improvement Collaborative
Sparks Chair of Pediatric Research
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Karoly Mirnics, MD, PhD
Dean and Director,
Munroe-Meyer Institute for Genetics and Rehabilitation
Hattie B Munroe Professor of Psychiatry, Biochemistry & Molecular Biology,
Pharmacology & Experimental Neuroscience
MMI Director Office, Rm 40101A

August 31, 2025

Aditya Bade, PhD
Assistant Professor
Department of Pharmacology and Experimental Neuroscience
College of Medicine
University of Nebraska Medical Center
Omaha, NE 68198

RE: Letter of Support for the Research Center for Developmental Toxicology and Pharmacology

Dear Aditya,

I am writing with high enthusiasm to support the establishment of the new research center focused on developmental biology, called the "Research Center for Developmental Toxicology and Pharmacology (RCDToP)" at the University of Nebraska Medical Center (UNMC). I am a Hattie B. Munroe Professor of Psychiatry, Biochemistry & Molecular Biology at UNMC, and Dean and Director of the Munroe-Meyer Institute (MMI). Research on neurodevelopmental disorders is closely aligned with my research interests and achievements. My research focuses on several key areas to deepen our understanding of developmental brain disorders. I investigate molecular changes across various human brain disorders, utilizing advanced transgenic animal and cell culture models to explore both neurodevelopmental and psychiatric conditions. My research examines how interactions between genes and environmental factors affect brain development. Moreover, we explore the effects and side-effects of prescription medications on the developing brain and body of the unborn child, and how individual genetic variants influence this process. Thus, with extensive experience in the research area of neurodevelopmental pathobiology, I affirm the timely need for a new research center at UNMC focused on advancing the understanding of drugs or toxins-linked developmental disorders, fostering innovative multidisciplinary research, and contributing to advancements in diagnostic and therapeutic intervention strategies to improve clinical outcomes for individuals affected by these conditions.

The RCDToP's focus will be on neurodevelopmental or chronic congenital disorders including pharmaceutical drugs, substance use, or environmental toxicants influenced alterations in the development during gestation or the developmental period post-birth. My work on schizophrenia and autism has been evident. I have characterized immune system dysfunction in schizophrenia and autism, pioneered *in situ* proteomics in neuroscience, and developed a new microarray platform. Moreover, I hold a patent for RGS4 as a schizophrenia susceptibility gene and developed a novel transgenic mouse technology using BAC-driven, miRNA-mediated silencing *in vivo*. With long term scientific expertise and experience, my goal will be helping RCDToP members with

addressing scientific questions, obtaining NIH grants, developing new educational and training programs, and guiding the next generation of researchers of this field.

Importantly, one of the missions of MMI is to improve the lives of individuals with developmental and intellectual disabilities. Thus, there is strong collaboration potential between MMI and RCDToP members. RCDToP will create a platform which will allow multi-disciplinary collaboration between MMI researchers with other researchers across UNMC and the NU system. These collaborations will spread across numerous fields including mechanistic discoveries, new drug or diagnostic tool developments, and public-health data and policy assessments. The RCDToP will fill the current existing gap at UNMC and help researchers and clinicians associated with neuro or congenital developmental disorders to be more successful in achieving their goals and be a leading research center for developmental toxicology and pharmacology in the United States.

Altogether, I strongly support the establishment of RCDToP. I am very excited and looking forward to working with you and the esteemed advisory board members to ensure the success of the center.

Sincerely,

Károly Mirnics, MD, PhD
Hattie B. Munroe Professor
Dean and Director, Munroe-Meyer Institute for Genetics and Rehabilitation
Professor of Psychiatry, Biochemistry & Molecular Biology
University of Nebraska Medical Center
Omaha, NE 68198-5450

September 4, 2025

Aditya N. Bade, PhD
Assistant Professor
Department of Pharmacology and Experimental
Neuroscience College of Medicine
University of Nebraska Medical
Center Omaha, NE 68198-5800

RE: Research Center for Developmental Toxicology and Pharmacology (RCDToP)

Dear Aditya,

I am writing this letter to provide strong support for the establishment of the Research Center for Developmental Toxicology and Pharmacology (RCDToP) at the University of Nebraska Medical Center (UNMC). Through my extensive research experience in drug discovery and as a Professor of Pharmaceutical Sciences and Director of the UNMC Center for Drug Design and Innovation (CDDI), I affirm the critical need for a new research center focused on advancing our understanding of developmental disorders linked to drugs or environmental toxicants at UNMC. RCDToP's objectives are to conduct pioneering basic and translational research to understand underlying causes for developmental disorders, particularly brain and congenital deficits, develop new therapeutic molecules and diagnostic tools, and educate the next generation of researchers and clinicians in this area. These will be achieved through building a central multi-disciplinary collaborative research platform at UNMC and will be extended to the NU system. Upon successful establishment, the Center will drive novel translational research, procurement of extra-mural grants, and joining of new exceptional talent and in turn will build UNMC's reputation as leaders in the research field focused on developmental toxicology and pharmacology.

The development of therapeutic strategies for treatment and prevention of developmental disorders strongly aligns with my expertise and the capabilities of the CDDI. My primary research interests are related to the design, synthesis and optimization of biologically active small molecules as *in vivo* probes, drug discovery lead compounds, and preclinical drug candidates. My research has been focused on designing novel positive allosteric modulators related to numerous central nervous system (CNS)-related therapeutic areas. Thus, utilizing my expertise for drug discovery to treat neurodevelopmental disorders is a natural extension. In addition, I am the founding Director of the Center for Drug Design and Innovation (CDDI) at UNMC. CDDI is the campus-wide drug discovery enterprise of the UNMC. Our mission is to catalyze the formation of multidisciplinary teams of scientists and clinicians that collaborate to translate scientific discoveries and clinical observations into new therapies for areas of unmet medical need. Thus, a strong collaboration between CDDI with the proposed new center on developmental disorders (RCDToP) is expected. I and the CDDI members would work closely with the RCDToP members, particularly, for pushing boundaries to develop new drug molecules for treatment as well as for prevention purposes. Through CDDI, I will help to enhance and promote UNMC's drug discovery capabilities in the research areas of a wide array of developmental disorders like autism spectrum disorder (ASD). I and the CDDI members will collaborate with RCDToP to develop and advance all stages of drug discovery projects from basic discovery (target identification/validation, hit-to-lead optimization) to translational efforts.

In addition to CDDI, you have received strong support from institutes like Child Health Research

Institute (CHRI), and Munroe-Meyer Institute (MMI), and College of Public Health (COPH), in which several researchers are involved in research associated with developmental biology, and pharmacological and environmental compounds-linked developmental deficits. Thus, I and the other members of the proposed center's advisory board are well positioned to ensure robust collaboration for the successful growth of the RCDToP. I look forward to working closely with the new Center and actively participating in its research mission.

Sincerely,

Corey R. Hopkins, Ph.D., FRSC
Professor and Interim Chair
Department of Pharmaceutical Sciences
Director, UNMC Center for Drug Design and Innovation
College of Pharmacy
University of Nebraska Medical
Center Omaha, NE 68198-6125

September 12, 2025

Aditya N. Bade, PhD
Assistant Professor
Department of Pharmacology and Experimental Neuroscience
University of Nebraska Medical Center
Omaha, NE 68198

RE: Research Center for Developmental Toxicology and Pharmacology (RCDToP)

Dear Aditya,

I am writing to provide my support for the initiation of a new center called the “Research Center for Developmental Toxicology and Pharmacology (RCDToP)” at the University of Nebraska Medical Center (UNMC). I am Professor of the Department of Neurological Sciences at UNMC and the Director of the Cognitive Neuroscience of Development & Aging Center (CoNDA). Neurodevelopmental health and disorders are closely aligned with my research interests. My research focuses on several aspects of developmental brain disorders and understanding the underlying cellular and molecular mechanisms of the formation, maintenance and modification of synapses in the brain. Central to my work is the use of experimental models for human neurodevelopmental disorders such as autism spectrum disorders, Fragile X Syndrome (FXS) and the study of learning induced changes in synaptic structure and function. Moreover, my research explores the effects of maternal immune activation (MIA) on neurodevelopmental outcomes. MIA is a potential risk factor for both autism and schizophrenia; thus, my laboratory has been studying how behavior as well as synaptic structure and function is affected in MIA offspring. As one of the leaders in the research field of neurodevelopmental pathobiology, I affirm that the new research center at UNMC which would be focused on advancing the toxicological and pharmacological understanding of drugs or toxins- exposure-induced developmental disorders and developing interventional strategies would complement the CoNDA Center which focuses on neural mechanisms of brain function and disorders in development and aging.

The RCDToP’s focus will be on neuro or chronic congenital disorders that are influenced by maternal use of pharmaceutical drugs or substance use, or exposure to environmental toxic contents. The center establishment will foster multidisciplinary research and develop novel diagnostic and therapeutic or preventive means to improve clinical outcomes for individuals affected by these conditions. As a developmental neuroscientist and director of the CoNDA, I will help RCDToP members in obtaining extramural grants, developing new educational programs, and guiding the next generation of basic science or physician researchers of this field.

Currently, several researchers work on different aspects of developmental toxico-pharmacology and maternal-fetal interface at UNMC; however, the central platform created by RCDToP will fill the existing gap at UNMC and NU system by helping researchers and clinicians whose work is focused on drugs or toxins-influenced neuro or congenital developmental disorders to be more successful in achieving their goals and be a leading researchers of developmental toxicology and pharmacology in the United States.

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402-559-1071 / FAX: 402-559-2256 / adunaevsky@unmc.edu

Altogether, I support the establishment of RCDToP. I am very excited and looking forward to working with you and RCDToP members.

Sincerely,

Anna Dunaevsky, PhD
Professor
Department of Neurological Sciences
Director of Cognitive Neuroscience of Development & Aging Center (CoNDA)
University of Nebraska Medical Center

985960 Nebraska Medical Center / Omaha, NE 68198-5960
402-559-1071 / FAX: 402-559-2256 / adunaevsky@unmc.edu

University of Nebraska Medical Center
NEBRASKA'S HEALTH SCIENCE CENTER
A Partnership with The Nebraska Medical Center

DEPARTMENT OF PHARMACOLOGY AND
EXPERIMENTAL NEUROSCIENCE

August 25, 2025

Aditya N. Bade, PhD
Assistant Professor
Department of Pharmacology and Experimental Neuroscience
University of Nebraska Medical Center
Omaha, NE 68198-5800

RE: Research Center for Developmental Toxicology and Pharmacology (RCDToP)

Dear Aditya,

With high enthusiasm, I am writing this letter to support the new initiation and much needed establishment of the Research Center for Developmental Toxicology and Pharmacology (RCDToP) at the University of Nebraska Medical Center (UNMC). As a Professor of the Department of Pharmacology and Experimental Neuroscience and founding Director of the Nebraska Center for Substance Abuse Research, I stand with you in the creation of a new research center at UNMC focused on developmental disorders linked to pharmacologic agents or environmental toxicants during pregnancy or early development.

Advancing the understanding and developing therapeutic strategies for treatment and prevention of substance use-linked health issues aligns with my expertise and the mission of the Nebraska Center for Substance Abuse Research. Our center is committed to facilitating trans-disciplinary research in the area of substance abuse and its consequences on the biological functioning within the central nervous system, with the ultimate goal of developing therapeutic strategies aimed at preventing and treating drug addiction and the associated co-morbidities. One of the major co-morbidities which is understudied and requires urgent attention is the effects of substance use on fetal development following exposure during pregnancy. Direct and indirect effects from maternal and placental deficits due to substance use on developmental processes such as brain, heart or structural changes are unknown and thus the therapeutic interventional or preventive means are still in their infancy. Thus, on behalf of our center members, I affirm that we are very excited for the collaboration with the RCDToP. This collaboration would be very productive to achieve professional success in terms of research advancements, federal research grant acquisitions, and training of next generation basic science or clinical physician researchers whose research is focused on substance use and their toxicologic and pharmacologic effects on fetal development. There is no doubt in my mind that the successful establishment of the RCDToP will build UNMC's reputation as leaders in the research field focused on developmental toxicology and pharmacology.

Overall, I am excited to collaborate with you and the RCDToP members and ensure the successful establishment and the growth of the proposed center. I look forward to working closely with you and actively participating in achieving the RCDToPs' research mission.

Sincerely,

Shilpa Buch

Shilpa Buch, Ph.D.
Professor and Senior Executive Vice Chair for PEN
Director- Nebraska Center for Substance Abuse Research
Dept of Pharmacology and Experimental Neuroscience (PEN)
University of Nebraska Medical Center - DRC 8008
Omaha, NE 68198-5880

University of Nebraska Medical Center
NEBRASKA'S HEALTH SCIENCE CENTER

Director of Research and Development
Department of Obstetrics and Gynecology
Leland J. and Dorothy H. Olson Center for Women's Health

August 31, 2025

Aditya N. Bade, PhD
Assistant Professor
Department of Pharmacology and Experimental Neuroscience
University of Nebraska Medical Center Omaha, NE 68198

RE: Letter of Support for the Research Center for Developmental Toxicology and Pharmacology

Dear Aditya,

I am writing this letter to provide a strong support for the establishment of the new research center called, the "Research Center for Developmental Toxicology and Pharmacology (RCDToP)" at the University of Nebraska Medical Center (UNMC). I am a Professor of the UNMC Department of Obstetrics and Gynecology, and the founding Director of Nebraska Center for Women's Health Research. I am also the Director of Research and Development for the Olson Center for Women's Health and Division Director for research in the Department of Obstetrics and Gynecology.

My research interest lies in the area of cellular and molecular biology with a focus on women's reproductive health and disease pathogenesis. In addition, several faculty members of the Nebraska Center for Women's Health Research are focused on studying women's health, placenta bio-pathology, and reproductive toxicology. The objective of our Center is to promote multidisciplinary women's health research activities at the University of Nebraska to prevent, diagnose, and treat women's health issues (infertility, preterm birth, osteoporosis, cancers, menopause, cardiovascular disease, mental health, and health disparities). Thus, research on developmental disorders or maternal-fetal interface is closely aligned with my and our center's research interests and achievements. A strong and successful collaboration is expected between Nebraska Center for Women's Health Research and RCDToP members.

The RCDToP's focus will be on neurodevelopmental or chronic congenital disorders influenced by direct exposure to pharmaceutical drugs, substance use or environmentally influenced alterations. Moreover, studying association of maternal health influenced by drugs or environmental contaminants on fetal outcomes is one of the key objectives. Thus, with extensive experience in the research area of women's health, I affirm the timely need for a new research center at UNMC focused on advancing the understanding of drugs or toxins-linked developmental disorders, fostering multidisciplinary research, and developing novel diagnostic and therapeutic intervention strategies. Through my extensive scientific experience, I will help RCDToP members for addressing research problems, obtaining extramural grants, and developing new educational programs for the next generation researchers of developmental toxicology and pharmacology.

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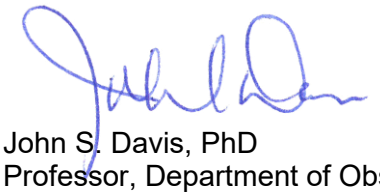
RCDToP will create a platform which will allow inter-disciplinary collaboration with our center members and other researchers across UNMC and the NU system. These collaborations will explore numerous scientific fields such as mechanistic discoveries, new drug or diagnostic tool developments, and policy assessments. The RCDToP will fill the current existing gap at UNMC and help researchers and clinicians focused on developmental disorders to be more successful in achieving their goals and be a leading research center for developmental toxicology and pharmacology in the United States.

I strongly support the establishment of RCDToP. I am very excited and looking forward to working with you and the center members.

Sincerely,



John S. Davis, PhD
Professor, Department of Obstetrics and Gynecology
Director of Nebraska Center for Women's Health Research
Senior Research Career Scientist, Omaha VA Medical Center
Director of Research and Development, Olson Center for Women's Health
College of Medicine
University of Nebraska Medical Center Omaha, NE 68198

University of Nebraska Medical Center

NEBRASKA'S HEALTH SCIENCE CENTER
A Partnership with Nebraska Health System

DEPARTMENT OF PHARMACOLOGY AND EXPERIMENTAL NEUROSCIENCE

08/22/2025

Aditya N. Bade, PhD
Department of Pharmacology and Exp. Neuroscience
University of Nebraska Medical Center

Dear Dr. Bade,

I am glad to provide my strongest support and commitment to serve as an advisory board member on your proposed Research Center for Developmental Toxicology and Pharmacology (RCDToP). The proposed center is timely and will support our recently funded NIH/NIAD multidisciplinary and multi-institutional R61 grant focused on developing ultra-long acting dose flexible safe and effective formulations for pediatric patients living with HIV-1 infection. The center will also be a critical reseource for our ongoing other funded work and other new initiatives in finding better treatments for malaria, tuberculosis and life-saving medicines that will help manage the opioid crisis, type 2 diabetes and chronic pain. Notably, our team here at UNMC has identified a medicine that could be taken once every year to prevent malaria, one of the leading causes of death among children and pregnant women in developing countries. RCDToP will help us understand the safety profile of this medicine at molecular level as we prepare for translational studies. We have also identified what could be the longest acting medicine that will be used to manage the opioid crisis and chronic pain. Opioid overdose deaths remain high and according to the US CDC, more than 115 people die each day from opioid-related overdose in the US. RCDToP will be a critical resource that will improve our understanding of the developmental safety profile of this life saving therapy.

Overall, your proposed RCDToP will not only unravel molecular mechanisms that could possibly lead to development of novel therapies to mitigate drugs or toxins influenced neurodevelopmental or congenital abnormalities but also foster crossdisciplinary collaborations and training of the next generation of researchers and clinicians in developmental toxico-pharmacology. Your past success, leadership and experience in establishing a new successful program in antiretroviral induced neurodevelopmental deficits at UNMC, strong molecular biology background, outstanding infrastructure for research at UNMC, your ongoing independed and collaborative research projects with basic scientists and clinicians on drug induced neuronal function alterations in brain subregions and the most recent work where for the first time you demonstrated the links between dolutegravir, a broadly utilized antiretroviral therapy, and inhibition of matrix metalloproteinases activities provides your propopsed Center a strong strategic framework for moving forward.

I have an extensive background in the areas of drug delivery, medicinal chemistry and pharmacology that includes development of new strategies for the synthesis of biologically active natural products and their unnatural analogs. The goal of my collaborative research is to transform frequently administered therapies into novel ultra-long-acting safe medicines that can be dosed once-every-six-months or even once-a-year to facilitate prevention and treatment of persistent illnesses such as HIV infection, viral hepatitis, tuberculosis, malaria, addiction to opiates, chronic pain and cardiometabolic diseases. In summary, I am very excited about your proposed RCDToP and look forward to our continued collaboration.

Sincerely,

Benson J. Edagwa, PhD
Professor
Department of pharmacology and Experimental Neuroscience
University of Nebraska Medical Center

985800 NEBRASKA MEDICAL CENTER / OMAHA, NE 68198-5800
402-559-0856 / FAX: 402-559-7495 / www.unmc.edu/pharmacology

University of Nebraska Medical Center

COLLEGE OF MEDICINE
Department of Radiology

September 2, 2025
Aditya N. Bade, PhD
Assistant Professor,
Department of Pharmacology and Experimental Neuroscience
University of Nebraska Medical Center
Omaha, NE

Subject: Letter of Support for the Research Center for Developmental Toxicology and Pharmacology (RCDToP)

Dear Aditya,

I am pleased to provide my full support for the establishment of the Research Center for Developmental Toxicology and Pharmacology (RCDToP) at the University of Nebraska Medical Center (UNMC). As the Director of the Preclinical MRI Core Facility and a Professor in the Department of Radiology, I recognize the critical need for a dedicated research center focused on advancing our understanding of developmental disorders, particularly, brain and congenital disorders that are induced by gestational exposures to pharmaceutical drugs, substance use or water or air pollutants. The RCDToP's mission to drive innovative research, develop early diagnostic tools, and foster interdisciplinary collaboration strongly aligns with my expertise and the capabilities of the Preclinical MRI Core Facility.

The Preclinical MRI Core Facility at UNMC is a state-of-the-art imaging center equipped with two high-field (7T) small-animal MRI systems that provide advanced capabilities for neuro, cardiac or placenta developmental research. The facility supports a broad range of imaging methodologies including, but not limited to, diffusion tensor imaging (DTI) for mapping white matter connectivity in neurodevelopmental models, functional MRI (fMRI) and resting-state connectivity analysis to investigate neural circuit abnormalities, chemical exchange saturation transfer (CEST) MRI for non-invasive molecular imaging of metabolic disruptions, manganese-enhanced MRI (MEMRI) for assessing neuronal activity and connectivity changes during early brain development, and intravoxel incoherent motion (IVIM) imaging for perfusion estimate in placentas. Our data analysis laboratory, equipped with high-performance Dell Precision 7920 workstations, provides a suite of cutting-edge software tools such as BrainVoyager, FSL, SPM, and VivoQuant, enabling sophisticated neuroimaging analysis to support RCDToP research initiatives. Additionally, our RF Workshop and 3D Printing capabilities facilitate the development of customized imaging tools tailored to developmental studies.

As the Director of the Preclinical MRI Core Facility, I am committed to providing RCDToP researchers with access to cutting-edge imaging technologies, expertise in data analysis, and collaborative research opportunities to support the center's goals. Furthermore, I will actively contribute to the advisory board of RCDToP, helping shape its strategic direction and fostering collaborations across disciplines.

981045 Nebraska Medical Center / Omaha, NE 68198-1045
402-559-1010 / FAX 402-559-1011

I strongly believe that the establishment of RCDToP will significantly enhance UNMC research infrastructure and position it as a leader in developmental toxicology and pharmacology. I look forward to supporting this initiative and collaborating with RCDToP investigators to drive meaningful advancements in the field.

Sincerely

Yutong Liu, PhD

Professor, Radiology Department
Director, Preclinical MRI Core Facility
University of Nebraska Medical Center
Telephone: (402)559-8340
E-mail: yutongliu@unmc.edu

Aditya N. Bade, PhD
Assistant Professor
Department of Pharmacology & Experimental Neuroscience
Durham Research Center
985800 Nebraska Medical Center
Omaha, NE 68198-5800

September 3rd, 2025

Subject: Research Center for Developmental Toxicology and Pharmacology (RCDToP)

Dear Dr. Bade:

I am writing to express my enthusiastic support for the development of the Research Center for Developmental Toxicology and Pharmacology (RCDToP), here at the University of Nebraska Medical Center (UNMC). It is my firm belief that the development of this center would be a significant asset to the university's research community, by providing investigators with the targeted support and resources needed to advance the research field of developmental science, toxicology, and pharmacology. As the Director of the Animal Behavior Core and an assistant professor in the department of Environmental, Agricultural, and Occupational Health at UNMC, I recognize the critical need for the development of a dedicated research center focused on developmental disorders at our institution. In my role as director, I interact with a wide range of investigators who focus on neurodevelopmental disorders, all of whom would benefit from the development of this center. Further, as an investigator in the field of behavioral neuroscience, I feel that this center will provide unique opportunities to expand the focus of my research to new and exciting topics in the field of developmental neuroscience and toxico-pharmacology through multidisciplinary collaboration at UNMC.

The Animal Behavior Core Facility is a biomedical research facility located within the UNMC Comparative Medicine facility. The core contains dedicated, controlled procedural space for cognitive and behavioral assays to be conducted with mice and rats. We also provide support for work conducted with other species including but not limited to nonhuman primates, hamsters, swine, rabbits, etc. The core offers access to a wide range of behavioral and cognitive assays, including both equipment and software such as Noldus Ethovision and ANY-Maze which enables investigators to collect and code data in real time. Further, the core provides access to otherwise cost prohibitive resources such as access to a NVivo miniscope which provides Ca+ channel imaging for free behaving rodents, an advanced telemetric array with specialized software to monitor sleep, activity levels, and seizures, and an auditory and vestibular testing apparatus. Our wide range of cognitive and behavioral assays are standardized and designed to evaluate concepts ranging from spatial reasoning, learning, short and long term memory, fear conditioning, physiological and vestibular function, nociception, and others.

As the director of the Animal Behavior Core, I am dedicated to enhancing the success of our investigators through detailed consultations, custom assay design, assistance with grant writing and IACUC protocols, as well as hands on training in both data collection and analysis. We also provide full service options for both data collection and analysis.

In the over four years that we have worked together, I have found your holistic approach to the study of neurodevelopmental disorders to be inspiring. You have a unique ability to bring together teams of researchers from across disciplines, to answer questions that are critical to the treatment and diagnosis of developmental disorders. I am excited to continue our collaborations, as well as join the Advisory Board for the center. In this role, I look forward to assisting you and my fellow board members in developing this center and helping it to thrive.

Sincerely,

Mystera M. Samuelson, PhD
Assistant Professor
Environmental Agricultural and Occupational Health Department
Director
Animal Behavior Core
985875 Nebraska Medical Center
Omaha NE 68198-5875
mystera.samuelson@unmc.edu

August 19, 2025

Aditya N. Bade, PhD
Assistant Professor, Department of Pharmacology and Experimental Neuroscience
University of Nebraska Medical Center
Omaha, NE

Re: Letter of Support for the Research Center for Developmental Toxicology and Pharmacology

Dear Aditya,

I am pleased to provide my enthusiastic support for the establishment of the Research Center for Developmental Toxicology and Pharmacology (RCDToP) at the University of Nebraska Medical Center. As Chair of the Department of Health Promotion and a member of the proposed Advisory Board, I recognize the critical importance of advancing our understanding of developmental disorders through interdisciplinary research.

The RCDToP's vision to become a leading research center for advancing understanding of pharmacologic and environmental toxicants influenced developmental disorders, particularly brain and congenital abnormalities, aligns perfectly with our institutional commitment to addressing significant public health challenges through collaborative research. In my role as Department Chair, I've witnessed firsthand the impact that developmental disorders have on families and communities throughout Nebraska. The establishment of this dedicated center will significantly enhance our ability to address these challenges through innovative research approaches.

The Department of Health Promotion is particularly well-positioned to contribute to the RCDToP's mission through our expertise in community engagement, health behavior and systems research, and population health assessment. Our faculty can provide valuable perspectives on the social determinants that influence developmental outcomes and help translate research findings into meaningful community interventions.

I am committed to supporting the RCDToP through my service on the Advisory Board, collaborating on grant opportunities, and facilitating connections with community partners. The interdisciplinary approach proposed by the Center represents exactly the kind of innovative collaboration needed to make meaningful progress in understanding and addressing drugs or toxins induced complex developmental disorders.

I look forward to working with you and the other Advisory Board members to ensure the success of this important initiative.

Sincerely,

Chad Abresch, PhD
Weitz Family Chair of Health Promotion College of
Public Health
University of Nebraska Medical Center

University of Nebraska Medical Center

Department of Health Promotion
984355 Nebraska Medical Center | Omaha, NE 68198-4355 | cabresch@unmc.edu
unmc.edu

August 29, 2025

Aditya N. Bade, PhD
Assistant Professor
Department of Pharmacology and Experimental Neuroscience
University of Nebraska Medical Center
Omaha, NE 68198

Subject: Letter of Support for the Research Center for Developmental Toxicology and Pharmacology (RCDToP)

Dear Dr. Bade,

With great enthusiasm, I am writing to support the creation of the Research Center for Developmental Toxicology and Pharmacology (RCDToP) at the University of Nebraska Medical Center (UNMC). As a Professor of Biostatistics and Director of the Center for Collaboration Research on Design and Analysis (CCORDA), I assert the need for a new and unique research center advancing the research linked to developmental disorders induced by drugs and environmental toxicants at UNMC.

My experience as a biostatistician is broad and extensive including both basic and clinical research for different diseases. I have multiple years of consulting experience on design and data analysis for clinical trials, laboratory-based, or high-dimensional omics research and have been the biostatistician for many NIH-funded projects. Further, my leadership role for the successful establishment and growth of several research organizations is strong. At UNMC, I serve as co-director of the Clinical Research Design, Epidemiology and Biostatistics KCA of the Great-Plains IDeA-CTR, and co-director of the Biostatistics Shared Resource (BSR) of the Fred & Pamela Buffett Center (FPBCC). I have also been directing the Center for Collaboration Research on Design and Analysis (CCORDA) at UNMC since 2014. The mission of the CCORDA is to provide expertise in the quantitative sciences, including biostatistics, epidemiology, and health services research, as well as geospatial analysis, surveys, observational and qualitative studies. Thus, through CCORDA, I will coordinate the biostatistical services including study design, planning, conduct, analysis and interpretation of data analysis results with RCDToP members for the success of researchers in terms of conducting research focused developmental toxicology and pharmacology and obtaining extra-mural grants. In addition, collaboration of CCORDA with RCDToP will develop and provide new educational and training opportunities for basic science, public health, clinical, and translational investigators focused on research associated with neuro and congenital developmental disorders like ADHD, autism spectrum disorders, neural tube or cardiac defects, etc. Thus, such multi-disciplinary collaborative efforts will help to accomplish the mission of the RCDToP, “advance knowledge, treatment, and prevention of pharmacologic or environmental agents influenced developmental disorders through innovative collaborations and interdisciplinary approaches for cutting-edge

research and premier education programs."

It needs to be highlighted that currently researchers from independent UNMC departments or institutions work on different aspects of developmental disorders such as biomarker discovery, bioimaging tools or drug-development or public health assessments. However, the central collaborative environment and leadership for bringing all these at one place to increase the success and growth of individual and team efforts to improve clinical outcomes of individuals affected by these conditions in the state of Nebraska, the United States or worldwide is required. Thus, establishment of RCDToP at UNMC is timely. It will create a central collaborative space at UNMC for fostering cross-disciplinary collaboration among scientists, clinicians, and data analysts with research focus on brain or structural development, disorders, diagnostic, and intervention strategies. As emphasized in the application, while the foundation for this research is in play, the successful integration of efforts from distinct fields of developmental science, toxicology and pharmacology, and cross-disciplinary collaborations would advance the science and place UNMC and the NU system at the national forefront.

Overall, I look forward to working closely with you and the advisory board members to ensure the accomplishments of RCDToP's vision and mission.

Sincerely,

Fang Yu, Ph.D.
Director, Center for Collaboration on Research, Design and Analysis
Professor, Department of Biostatistics
University of Nebraska Medical Center
Omaha, NE 68198-4375

University of Nebraska Lincoln

DEPARTMENT OF ELECTRICAL & COMPUTER ENGINEERING

August 22, 2025

Aditya N. Bade, PhD, Assistant Professor
Department of Pharmacology and Experimental Neuroscience University of Nebraska Medical Center, Omaha, NE

Subject: Letter of Support for the Research Center for Developmental Toxicology and Pharmacology (RCDToP)

Dear Aditya,

It is with great enthusiasm and strong institutional commitment that I write to express my full support for the establishment of the Research Center for Developmental Toxicology and Pharmacology (RCDToP) at the University of Nebraska Medical Center (UNMC). As the Associate Chair of the Department of Electrical and Computer Engineering in the College of Engineering at the University of Nebraska - Lincoln, I recognize the tremendous value this center will bring not only to our university system, but also to the broader scientific, clinical, and educational community.

Developmental disorders associated with maternal use of drugs (prescription medicines or substance use/abuse) or environmental toxicant exposures represent a significant and growing challenge across the nation and particularly within our own state. Conditions such as autism spectrum disorder, ADHD, intellectual and learning disabilities affect millions of children and families, often resulting in lifelong impacts on health, education, and quality of life. The RCDToP's vision to address these challenges through interdisciplinary research, cutting-edge technology, and comprehensive education is not only timely but essential.

From an engineering perspective, I see immense potential for meaningful collaboration between RCDToP and our faculty, staff, and students. The convergence of biomedical science and engineering is increasingly central to solving today's most pressing health problems. In particular, our department has developed strong interests in areas such as:

- Biomedical signal processing for brain activity monitoring and neurodevelopmental assessment
- Neural interface design and wearable technologies for therapeutic and rehabilitative support
- AI and machine learning algorithms for pattern recognition in diagnostic imaging and behavioral analysis
- Embedded systems and Internet of Things (IoT) platforms for real-time monitoring of developmental health
- Data security and health informatics, ensuring ethical handling and integration of sensitive clinical and genetic data

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1110 S. 67th Street / 200 Peter Kiewit Institute / Omaha, NE 68182-0572 / (402) 554-2288 / FAX (402) 554-2289
http://engineering.unl.edu/ece

Each of these areas offers opportunities for collaboration with RCDToP in developing innovative diagnostic tools, assistive technologies, and computational models that can transform the way developmental biology is understood and managed.

The RCDToP's interdisciplinary framework will provide fertile ground for engineering faculty and students to engage in translational research—research that bridges fundamental science and clinical application. This kind of collaboration is central to the mission of the University of Nebraska and is fully aligned with our department's strategic priorities in advancing health technology innovation.

Furthermore, the Center's proposed educational and training programs for graduate students, postdoctoral scholars, and clinician-researchers are of particular interest to us. Interdisciplinary training is essential in preparing the next generation of engineers and scientists who are equipped to work at the crossroads of health and technology. We envision our students benefiting immensely from internships, joint research projects, and co-mentorship models with RCDToP investigators. We also anticipate RCDToP becoming a key partner in developing new interdisciplinary courses, certificate programs, and research fellowships.
Importantly, the RCDToP also addresses broader societal and economic needs. By reducing the burden of developmental neuro or congenital disorders through scientific discovery, technological innovation, and evidence-based care, the Center will improve the quality of life for affected individuals and families. Additionally, it will help spur economic development in Nebraska by attracting research funding, fostering biotech startups, and creating high-skill jobs.

In sum, the RCDToP initiative aligns seamlessly with the mission of our College of Engineering, and I offer my enthusiastic endorsement. I am confident that this Center will catalyze transformative advances in the field of developmental toxico-pharmacology and strengthen the University of Nebraska's national and global leadership in biomedical research and innovation.

Please do not hesitate to reach out should you require any additional information or collaboration commitments from our department. We look forward to being a strategic partner in this impactful endeavor.

Sincerely,

Dongming Peng, PhD

Associate Chair of the Electrical and Computer Engineering Department

College of Engineering

University of Nebraska – Lincoln

Phone: (402)554-4980

Email: DPENG2@UNL.EDU

University of Nebraska Omaha

DEPARTMENT OF BIOMECHANICS
Division of Biomechanics and Research Development

September 3, 2025

Aditya N. Bade, PhD
Assistant Professor
Department of Pharmacology and Experimental Neuroscience
University of Nebraska Medical Center

RE: Research Center for Developmental Toxicology and Pharmacology (RCDToP)

Dear Dr. Bade,

I am writing to offer my full support for the establishment of the Research Center for Developmental Toxicology and Pharmacology (RCDToP) at the University of Nebraska Medical Center (UNMC). This initiative aligns strongly with the University of Nebraska (UN) system's mission to foster interdisciplinary collaboration and tackle major public health challenges.

As a faculty member in the Department of Biomechanics at the University of Nebraska at Omaha (UNO), my research focuses on cardiovascular biomechanics, with an emphasis on the mechanical and structural properties of human arteries in the context of aging and disease. My lab employs computational modeling, medical device development, and experimental methods to investigate vascular disease diagnosis and treatment, and we are increasingly exploring the intersection of biomechanics with cardiac and neuro development, function and deficits.

I have an active collaboration with Dr. Bade focused on understanding vascular remodeling in the context of disease development. This partnership has already yielded valuable insights and will naturally expand through the RCDToP to address drugs or toxins-linked developmental disorders, where biomechanics and vascular remodeling processes may play a contributing role. The center's multidisciplinary environment will offer a strong foundation for broadening this research into translational applications, while also providing valuable training and collaboration opportunities for our students and early-career researchers.

In summary, I strongly support the establishment of the RCDToP and look forward to contributing through collaborative research, student mentorship, and knowledge sharing. I am confident that this center will enhance the NU system's impact on health sciences and offer meaningful advancements in the toxicological and pharmacological understanding and treatment of developmental conditions.

Sincerely,

Majid Jadidi, PhD
Assistant Professor, Department of Biomechanics, University of Nebraska at Omaha
mjadidi@unomaha.edu

University of Nebraska Omaha

DEPARTMENT OF CHEMISTRY

September 3, 2025
Aditya N. Bade, PhD, Assistant Professor
Department of Pharmacology and Experimental Neuroscience

RE: Letter of Support for the Research Center for Developmental Toxicology and Pharmacology

Dear Aditya,

It is my great pleasure to offer my full support for the establishment of the Research Center for Developmental Toxicology and Pharmacology (RCDToP) at the University of Nebraska Medical Center (UNMC). As an Assistant Professor of Computational Biochemistry at the University of Nebraska Omaha (UNO), I recognize the tremendous opportunities this center will create for collaborative research. I am enthusiastic about contributing in any way I can, both during the formation of the RCDToP and in its continued development.

I am particularly excited about the development of a multidisciplinary research environment dedicated to addressing pressing health challenges, specifically neurodevelopmental and congenital disorders which are associated with exposures to substance use, prescription medications or environmental contaminants. As a researcher with extensive interdisciplinary experience, I recognize the urgent need for such an integrated setting to effectively address complex scientific questions. While collaborative efforts currently exist, the RCDToP's mission to unify research strengths across the University of Nebraska (NU) system and external institutions will not only enhance ongoing efforts but also spark new, impactful collaborations. I also see tremendous opportunities for students in our department. As a primarily undergraduate and non-research-intensive department, our students often face challenges in securing research internships. The educational initiatives and research projects launched by RCDToP members will offer valuable training and engagement in cutting-edge research for our students.

In summary, I wholeheartedly endorse your initiative to establish the RCDToP and am committed to offering my continued support through collaboration and other meaningful contributions as appropriate.

Please feel free to reach out if you need any additional information.

Sincerely,

Joe (Xinqiu) Yao, PhD
Assistant Professor
Department of Chemistry
University of Nebraska Omaha
Phone: (402) 554-5894
Email: xyao@unomaha.edu

Aditya Bade, PhD
Assistant Professor
Department of Pharmacology & Experimental Neuroscience
University of Nebraska Medical Center
Durham Research Center I 3066
985800 Nebraska Medical Center
Omaha, NE 68198-5800

MAYO CLINIC

3 September 2025

Dear Dr. Bade,

I am very excited to continue our collaborative efforts and unequivocally support the creation of the Research Center for Developmental Toxicology and Pharmacology (RCDToP) at the University of Nebraska Medical Center (UNMC). As a board-certified pediatric neuropsychologist with significant experience in studying neurodevelopmental outcomes among at-risk children, I can personally attest to the importance of a center dedicated to studying developmental disorders induced by exposures to prescription medications, substance use or environmental toxicants and developing novel therapeutic and diagnostic means to improve the lives of children affected by these conditions.

We already have an active collaboration in play for studying the effects of *in utero* exposure to antiretroviral treatment (ART) on neurodevelopmental outcomes. The objective of our collaboration to date has been focused on the exchange of scientific findings from our own areas, (1) to overcome translational limitations linked to only rodent neurobehavioral observations by cross-validating findings with acquired clinical data, and (2) to overcome limitations linked to only observational studies performed in humans by identifying underlying mechanisms for cross-validating neurodevelopmental deficits in murine models which otherwise are not possible to study in humans. I am confident that our collaboration in this area will be able to contribute meaningfully to understanding how *in utero* ART exposures affect children's short- and longer-term neurodevelopmental and psychosocial outcomes. These timely findings will guide the field in developing therapeutic and preventive means to improve neurodevelopmental outcomes. Your vision about our collaboration highlights your leadership and dedication to translational research and your commitment to helping children living with developmental disorders.

In addition to continuing our collaboration, as you work to bring together the core faculty of your center, I would be very happy to explore collaborations with other members of the RCDToP and provide my expertise to help with their research goals as well. In summary, I am thrilled to endorse your initiative to establish the RCDToP at UNMC and look forward to seeing the growth of this center and contributing to this important work however I can be most helpful.
Sincerely,

Adam R. Cassidy, PhD, LP, ABPP
Department of Psychiatry & Psychology
Department of Pediatric & Adolescent Medicine
Mayo Clinic - Rochester
Associate Professor of Psychology & Pediatrics
Mayo Clinic College of Medicine and Science
Tel 507-284-2649, Fax 507-284-4158

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to establish the Bachelor of Science in Professional Training and Development administered by the Division of Continuing Studies in the College of Public Affairs and Community Service at the University of Nebraska at Omaha (UNO).

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

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

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

The proposed Bachelor of Science in Professional Training and Development (BSTD) responds to urgent workforce needs in Nebraska and across the nation. As industries adapt to rapid technological change, demographic shifts, and evolving labor demands, organizations increasingly rely on internal upskilling and reskilling to remain competitive. The BSTD directly addresses this need by preparing students, especially adult and contemporary learners, to lead organizational learning, talent development, and professional training initiatives. The curriculum aligns with the Association for Talent Development (ATD) Talent Development Capability Model, ensuring that graduates gain industry-recognized competencies in instructional design, adult learning, organizational development, communication, and workforce strategy. Designed for flexibility, the program offers online and hybrid pathways, maximizing access for working adults, military-connected learners, and those living outside the Omaha metropolitan area.

BACKGROUND INFORMATION

Section 2.9 of the Bylaws of the Board of Regents provides that, "No curriculum leading to a degree or certificate shall be adopted… without the approval of the Board."

RECOMMENDATION

The President recommends approval.

SUMMARY-ESTABLISHING A NEW ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: UNO Bachelor of Science in Professional Training and Development

Proposed Date of First Offering: Fall 2026

New/Additional Annual Program Costs	Program Management FTE	Program Management Expense	**Brief Explanation**
Faculty*	1	$ 70,565.00	The proposed program trains students to lead workforce learning, training, and professional development initiatives in a variety of organizational settings. Graduates will be prepared to help train, upskill and reskill employees, helping them to adjust and prepare for an ever changing workforce environment.
Staff*	0.75	$ 50,144.00	
Additional Expenses**		$ 20,000.00	
Total Annual Expense		$ 140,709.00	

*Total salary and benefits at year 5; **Additional costs on an annualized basis estimated for Year 5

AAU Recognition Potential Impact: [ ]Very Negative [ ]Negative [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

Minimum Estimated Program Enrollment (Year 5)

	Enrollment	Credit Hours	Tuition Rate	Income
Resident Tuition*	63	12	$ 277.00	$ 209,412
Non-Resident Tuition**				$ -
Special/Other Tuition***				$ -
			Total Income	$ 209,412
			Net Income	$ 209,412

*calculated income based on an estimated tuition rate of $277 per CH; 12 CH per year per student.

MEMORANDUM

Date: November 13, 2025

To: David Jackson, Interim Executive Vice President and Provost

From: Joanne Li, Chancellor, University of Nebraska at Omaha

RE: Bachelor of Science in Professional Training and Development Proposal

The University of Nebraska at Omaha committees have reviewed and endorsed the creation of a Bachelor of Science in Professional Training and Development degree designed for adult and contemporary learners.

This proposed degree strategically leverages existing courses to maximize institutional resources and ensure efficiency. It aligns with industry-relevant competencies, enabling students to apply their skills in real-world training environments and demonstrate their readiness for professional roles. This focus ensures graduates can contribute to organizational success and community development, embodying UNO's vision as a transformative force in workforce development.

cc: Phil He, Senior Vice Chancellor for Academic Affairs
Sarah Edwards, AVC for Academic Excellence and Program Innovation

University of Nebraska
Proposal for New Undergraduate Major or Degree

I. Descriptive Information

Name of Campus Proposing New Major or Degree	
University of Nebraska at Omaha	
Full Name of Proposed Major or Degree	
Bachelor of Science in Professional Training and Development	
Degree to be Awarded to Graduates	
B.S. (Bachelor of Science)	
Other Programs (including Certificates, Majors, or Degrees) Offered in this field by this institution	
BSBA, Human Resource Management concentration Graduate Certificate, Human Resources and Training	
CIP Code: 6 digit *[Browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]*	
52.1005	
Subject Code	
PTAD	
Administrative Unit(s) for the Major or Degree	
Division of Continuing Studies College of Public Affairs and Community Service School of Communication	
Proposed Delivery Site	
University of Nebraska at Omaha	
Students can Complete the Full Program *[check all that apply]*	
__On-campus _X_Online (asynchronous) __ Synchronous Distance _X_Hybrid/Blended of Selected	
Program leads to professional licensure or certification	
___X___ no _____ yes If yes, complete Appendix D: Professional Licensure and Certification.	
Curriculum Categories and Number of Credit Hours (Total = __120__)	
Existing or repackaged curricula:	120 credit hours
Revised or redesigned curricula:	0 credit hours
New curricula:	0 credit hours
Proposed Date the New Major or Degree will be Initiated	
Upon Approval (Fall 2026)	

II. Details

A. Purpose of the Proposed Major or Degree:

As industries face rapid technological advancements, globalization, and evolving workforce dynamics, organizations require professionals with the skills to lead efforts to upskill and reskill employees. The skills gap is one of the most pressing challenges for organizations, with nearly 40% of required job skills projected to change within the next five years, and 63% of employers identifying it as a major barrier to long-term sustainability (World Economic Forum, 2025). Organizations across industries are shifting from a hire-and-replace model to a retain-and-reskill strategy, making workforce education and training a business imperative (McKinsey & Company, 2024).

Additionally, demographic shifts are reshaping workforce planning, requiring intentional strategies to reskill and retain older employees. By 2032, individuals aged 65 and older will make up 8.6% of the labor force, and older workers will account for 57% of overall workforce growth (CAEL & AARP, 2025). This shift demands training professionals who can support multigenerational workforces, ensuring knowledge transfer and career longevity.

Consistent with these reports, the Division of Continuing Studies (DCS) Business and Community Advisory Board (BCAB) have identified a critical need for professionals to fill gaps in organizational capacity for talent development, upskilling, and training. As organizations across industries face growing challenges in workforce training and professional learning, there is an increasing need for professionals with the skills to design, implement, and assess training programs that enhance employee engagement and productivity. These responsibilities are not confined to human resource professionals and may fall to individuals tasked to lead these efforts but may not have the training and knowledge to do so effectively or with confidence.

Responding to this need, the Bachelor of Science in Professional Training and Development (BSTD) prepares students to lead workforce learning, training, and professional development initiatives in a variety of organizational settings. Designed for adult learners, this program integrates multidisciplinary coursework to equip graduates with theoretical knowledge and practical skills in instructional design, workplace learning, organizational development, communication strategies, and leadership in professional training. Graduates will be equipped to assess learning needs, implement effective training methods, and drive organizational growth by improving workforce skills and performance that align with their organizational mission and priorities.

As workforce demands shift, the BSTD program ensures that graduates are prepared to enhance organizational effectiveness, improve employee retention, and support long-term workforce resilience.

B. Description of the Proposed Major or Degree:

Unlike programs where training and development is a component of a broader curriculum, the BSTD places training, program design, and workforce education at its core. The BSTD provides an accessible, career-focused educational pathway and is one of few programs in the region that focus exclusively on training and development at the undergraduate level. The program offers flexible course delivery formats, including online and hybrid, making it accessible to adult learners balancing education with work and life responsibilities, and an attractive option for learners who live outside of the Omaha metropolitan area.

A defining feature of the BSTD program is its emphasis on the application of training and development principles across diverse organizational roles. While the curriculum prepares students for dedicated roles such as training specialists, instructional designers, and talent development managers, it also addresses the needs of managers and supervisors tasked with developing their teams. The ability to integrate talent development strategies into team management is increasingly recognized as a critical leadership competency (Society for Human Resource

Management, 2023). By focusing on adaptable and transferable skills, the program ensures its graduates are versatile contributors to organizational success.

The BSTD aligns directly with industry-recognized standards. The Association for Talent Development (ATD) Talent Development Capability Model (2024) outlines three critical areas of professional expertise:

- Building Personal Capability: Communication, leadership, collaboration, and emotional intelligence to foster effective learning environments.
- Developing Professional Capability: Instructional design, training facilitation, adult learning principles, instructional technology, and assessment methods.
- Impacting Organizational Capability: Workforce strategy, organizational learning, performance improvement, and change management to drive organizational success.

Designed for adult and contemporary learners, the BSTD not only teaches, but incorporates best practices in adult learning to ensure coursework is immediately applicable to professional roles. Andragogy, or adult learning theory, emphasizes self-direction, experiential learning, and real-world applicability (Knowles, Holton, & Swanson, 2015). This principle is central to the program's structure, recognizing that students bring diverse professional experiences that shape their learning process. By incorporating theoretical and applied learning, students in the BSTD program are able to immediately make connections between classroom learning and workplace applicability, creating deep connections between theory and practice.

This program is intentionally designed to be industry-agnostic, recognizing that training and development needs exist across all sectors. Whether in healthcare, finance, manufacturing, education, technology, or public service, professionals must be equipped to enhance workforce performance and employee retention. The flexibility of this program allows learners to apply their knowledge within their current industry or pivot to new opportunities.

C. Student Learning Outcomes

Goals

The Division of Continuing Studies (DCS) provides educational experiences, both curricular and co-curricular, for diverse, multigenerational students (often referred to as adult, nontraditional, or post-traditional learners) to develop and enhance the skills, abilities, and perspectives to be self-directed, lifelong learners. DCS supports holistic growth and development; shaping the contribution our students and graduates make to their lives, their profession, and to society.

The following Program Goals & Graduate Expectations guide programs and services offered by DCS:

- To ACT Responsibly
- To COMMUNICATE Effectively
- To CONNECT Meaningfully
- To LEARN Continuously
- To THINK Independently

For alignment, each of the DCS curricular and co-curricular programs focuses on developing Responsible Action, Effective Communication, Meaningful Connection, Continuous Learning, and Independent Thinking.

Program Learning Outcomes (PLOs)

The PLOs for the BSTD align with the Division of Continuing Studies' Graduate Attributes and ATD's Talent Development Capability Model's domains – Building Personal Capability, Developing Professional Capability, and Impacting Organizational Capability – and the associated Knowledge and Skills statements.

By structuring the curriculum and PLOs to align with the ATD's framework, the program positions graduates as proficient, industry-aligned professionals ready to lead and innovate in talent development roles. The PLOs cover five fundamental areas:

1. Foundational Learning Design and Facilitation
2. Strategic Collaboration and Leadership
3. Innovative Problem Solving and Process Optimization
4. Data-Driven Decision-Making for Organizational Impact
5. Ethical Communication and Inclusion

Student Learning Outcomes

Throughout the program, students shape, articulate, and document their progress towards achievement of each Goal and Learning Outcome, independent of where, when, or how the learning was acquired, recognizing that adult learners acquire learning formally and informally (Werquin, 2010). Thus, it is essential that learners have opportunities to demonstrate learning already acquired while building on their learning to meet BSTD SLOs (Merriam, 2001).

The BSTD Program Learning Outcomes (PLOs) Alignment is provided below:

DCS Outcome	Program Learning Outcome (PLO)
Responsible Action	Design ethical and sustainable training programs and organizational solutions that consider diverse needs, expand participation, and prioritize long-term impact.
Effective Communication	Develop and deliver clear, compelling, and comprehensive communication strategies in instructional and organizational settings, tailoring messages to diverse audiences.
Meaningful Connection	Build collaborative relationships, foster trust, and engage effectively with individuals and teams to create supportive learning and organizational environments.
Continuous Learning	Demonstrate a commitment to lifelong learning by critically reflecting on professional practices, staying current with industry trends, and continuously improving their skills and knowledge.
Independent Thinking	Analyze complex organizational and instructional challenges, apply data-driven strategies, and generate innovative, autonomous solutions that address real-world problems.

The curriculum outline ensures that each course contributes to multiple PLOs, reinforcing connections between the ATD Capability Model and program outcomes. The foundations seminar introduces, and the capstone seminar ties all PLOs together, showcasing the holistic development of students' personal, professional, and organizational capabilities. The curriculum map is attached.

D. Admissions

University Admission

To be admitted to the university, students will need to meet the same criteria for admission to UNO.

E. Program Curriculum

Degree Requirements
The following degree requirements are required for the BSTD in accordance with institution and college policies (University of Nebraska at Omaha Catalog, 2025-26):

- A minimum of 120 credit hours is required for degree, including at least 30 credit hours in courses numbered 3000 or above.
- A minimum of 30 hours must be completed at UNO.
- An overall cumulative grade point average (GPA) of at least 2.00, based on all courses in the NU system.
- A minimum grade of C- in all coursework applied towards the University General Education curriculum and the Professional Training & Development major.
- Professional Training & Development major must include a minimum of 12 hours of upper-level coursework from UNO.

Curriculum
The curriculum combines foundational knowledge in training and development with advanced applications in organizational learning. Students will engage in coursework, case studies, and experiential projects to prepare for real-world challenges.

The BSTD major is comprised of 36 hours that includes a Foundations seminar (3 cr hours), Capstone seminar (3 cr hours), 15 cr hours in the Major CORE block, and 15 cr hours in the Major Capabilities block. Major Capabilities block requirements may be fulfilled by selecting from existing upper-level coursework from across the university that align with learners' goals, needs, and interests and include topics in leadership, communication, technical writing, and business. It is highly encouraged that students select from coursework that align with the ATD's capabilities framework's domains: building personal capabilities, developing professional capabilities, and impacting organizational capabilities.

Professional Training and Development, Major Requirements				
Required Courses: Course Code and Title	**Major/Degree Credit Hours**	**Prerequisites, if applicable**	**Course and Lab Fee**	**New or Existing Course**
MLTI 3000: Foundations Seminar	3	None		Existing
APLD 3410: Adult Learning Theory & Practice	3	None		Existing
CMST 4150: Organizational Training and Development	3	JR/SR Standing		Existing
CMST 4160: Communication for Instructional Settings	3	JR/SR Standing		Existing
CMST 4170: Organizational Communication OR CMST 4180: Organizational Communication, Leadership, Power	3	JR/SR Standing; 2.25 GPA		Existing
APLD 4240: Operational Essentials: Processes & Projects	3	APLD 3210 and APLD 3220		Existing
MLTI 4000: Capstone Seminar	3	MLTI 3000 and ENGL 1160		Existing
Electives: Course Code and Title	**Major/Degree Credit Hours**			

The 15 hours of credit may come from coursework selected based on learning needs, goals, and in consultation with academic advisors to align with the ATD's capabilities framework's domains – building personal capabilities, developing professional capabilities, and impacting organizational capabilities.	15			Existing
Total	36			

Four-Year Plan of Study	**Course Codes and Titles**	**Credit Hours**	**Fulfill Gen Ed, ACE, LOPER Y/N**
Term 1	ENGL 1150 English Composition I MLTI 3000 Multidisciplinary Foundations Seminar Social Science Gen Ed Elective Elective	15	Y
Term 2	ENGL 1160 English Composition II Cultural Knowledge Gen Ed Humanities Gen Ed Elective Elective	15	Y
Term 3	Arts Gen Ed CMST 1110 Public Speaking Capabilities Block Course (CAP) Elective Elective	15	Y
Term 4	Civic Knowledge Gen Ed Math Gen Ed (MATH1130 suggested) Major Capabilities Block Course (CAP) Elective Elective	15	Y
Term 5	CMST 4150 Org Training & Development APLD 3410 Adult Learning Theory & Practice Major Capabilities Block Course (CAP) Elective Elective	15	
Term 6	CMST 4160 Communication for Instructional Settings Major Capabilities Block Course (CAP) Data Literacy Gen Ed Elective Elective	15	
Term 7	CMST 4170 Organizational Communication or CMST 4180: Organizational Communication, Leadership, Power APLD 4240 Operation Essentials: Processes & Projects Major Capabilities Block Course (CAP) Elective	15	

	Elective		
Term 8	MLTI 4000 Multidisciplinary Capstone Seminar Science Gen Ed incl lab Elective Elective Elective (2 hours)	15	

F. Advising

BSTD students are supported by DCS Transition Specialists and Academic Advisors. Transition Specialists assist students throughout the pre-advising, pre-admission, and onboarding phases, helping them navigate institutional systems and processes. Academic advisors are assigned to students at the point of admission. To maintain continuity, if a student has met with an advisor prior to admission (for example, to request and review an unofficial transcript evaluation), the same advisor will be assigned upon admission to facilitate a seamless transition. This approach ensures that students have a knowledgeable, consistent point of contact from their first interaction with the program through graduation. Working in concert, Transition Specialists and Academic Advisors specialize in supporting these learners who are often balancing competing demands of school, work, and caretaking responsibilities.

DCS employs an assigned, caseload-based advising model that emphasizes relationship-building between students and their advisors, ensuring consistency and personalized support throughout the student lifecycle. DCS advisors specialize in serving adult learners and work one-on-one with students to design academic plans and schedules that align with their unique circumstances, such as career goals, family responsibilities, and financial considerations. These academic advisors provide ongoing support, guiding students through course selection, registration, and degree planning, while also helping them navigate institutional processes.

For our active duty and veteran military learners, DCS provides a specialized, dedicated advisor and Transition Specialist who understand in the unique needs and circumstances of our military-connected learner population. As veterans themselves, these professionals who are located at Offutt AFB, bring a deep understanding of the challenges and needs of military learners, ensuring tailored support for this population.

G. Evaluation of Program

Ensuring the long-term success and relevance of the BSTD requires a thoughtful and structured approach to ongoing evaluation. This evaluation process will be guided by institutional accreditation requirements, industry standards, student success measures, and employer feedback. Guided by a cross-disciplinary curriculum committee and integrating multiple stakeholder perspectives (e.g., students, faculty, industry partners) the program will continuously evolve to meet the changing demands of workforce training and professional development.

At the institutional level, the program will undergo regular review in alignment with accreditation standards and institutional policies and practices. This will include an annual program assessment to evaluate student learning outcomes and instructional effectiveness, ensuring that courses remain rigorous and relevant. Additionally, a comprehensive five-year program review will take a deeper look at curriculum effectiveness, student success trends, and industry alignment.

The BSTD program is intentionally designed to align with the ATD Talent Development Capability Model (2025). This alignment ensures that graduates develop industry-relevant competencies. The BSTD Program Committee will assist DCS with continuously refining the program through curriculum audits, industry feedback, and technology assessments to keep pace with advancements in learning design, digital training tools, and workforce development strategies.

In addition to measuring student learning in the five (5) Program Learning Outcomes, student success will be an indicator of program effectiveness. Key performance metrics such as course completion rates, student engagement levels, and capstone project evaluations will help measure student progress. Special attention will be given to the capstone experience, where students will apply their skills in real-world training environments to assess their readiness for professional roles.

However, success is not just measured by academic performance – it is reflected in how well graduates transition into the workforce. The program will track graduate job placement rates, employer satisfaction, and alumni career progression to understand how effectively students are prepared for roles in training and development. Regular employer feedback surveys and advisory board meetings will offer insights into evolving workforce needs, ensuring that the curriculum remains aligned with industry demands. The program will also explore corporate training partnerships to expand experiential learning opportunities and ensure that students graduate with both knowledge and practical expertise – enhancing their career prospects.

H. Plan for Implementation

Course Development and Implementation

The BSTD program leverages existing courses at the University of Nebraska Omaha (UNO), including courses that have been or are currently in online development to support existing programs such as the Bachelor of Multidisciplinary Studies (BMS). By integrating courses that serve multiple programs, the BSTD program maximizes institutional resources, aligns with DCS-wide learning goals, and enhances accessibility for adult learners.

To ensure long-term sustainability, a predictable course rotation schedule will support efficient scheduling, maximize course enrollment, and reducing redundancy. A structured and predictable course schedule allows students to plan their coursework in advance, minimizing scheduling conflicts, and facilitating timely degree completion. The structured rotation ensures that required courses are offered consistently, preventing delays in student progress and ensuring an efficient pathway to graduation.

BSTD online courses are developed using Canvas blueprints and course templates, ensuring consistency, quality, and ease of scaling across multiple sections and instructors. To standardize course delivery and maintain instructional integrity, blueprint courses ensure that all students receive the same high-quality instruction regardless of section or instructor. They allow for efficient scaling as course demand increases without compromising instructional design or content quality. Additionally, blueprint courses streamline course updates by enabling curricular changes, instructional improvements, and technology enhancements to be applied uniformly across all sections.

I. Other Information (as applicable)

Administration and Governance

DCS will be the administrative home for the BSTD and will have responsibility for the associated administrative tasks such as oversight for lead nurturing, pre-admission advising, new student onboarding, academic advising, learner success, and coordinating with academic units for development and scheduling of courses.

Led by the Director of DCS, the Faculty Academic Policy Committee (FAPC) is comprised of two faculty representatives from each of the six colleges at UNO. The committee is charged with developing recommendations to support baccalaureate degree attainment and completion by adult learners enrolled through DCS. The FAPC is responsible for establishing and regularly reviewing the quality standards for curricular and co-curricular programs administered by DCS.

Primary governance of the BSTD program will be the responsibility of a cross-disciplinary curriculum committee (BSTD Program Committee) to best leverage the combined expertise across UNO and works within our existing systems without compromising quality in program or services. The Director of DCS will be responsible for regularly convening the Program Committee, comprised of representatives from each of the contributing departments to assure faculty oversight and governance while centering the needs of the adult learners. This cross disciplinary committee will:

- Oversee the development, assessment, and continuous improvement of the program
- Review and approve new cross-disciplinary courses, revisions to curriculum, and addition/deletion of program components;
- Make policy recommendations concerning curricular matters to ensure they align with the adult learner-centered philosophy of the division;
- Assess the program's effectiveness in meeting learning outcomes and suggest improvements;
- Facilitate and ensure adequate consultation and collaboration across these departments, particularly for courses that may cross disciplinary boundaries;
- Ensure curriculum changes comply with educational standards and institutional policies;
- Encourage and support innovative approaches to course design and content delivery in alignment with best practice in adult teaching and learning;
- Evaluation nontraditional, college-level learning for course credit and/or pathway to degree completion (credit for prior learning);
- Represent the department/discipline to assure adequate resources exist (or are requested) to support the program.

ATD Student Interest Group

Led by a faculty member in the School of Communication the ATD Nebraska Student Interest Group was created in Fall 2024. This student organization provides additional opportunities for BSTD learners to engage with fellow UNO students, participate in ATD professional development opportunities, and bridge their academic and professional experiences while completing their degree program.

III. Review Criteria

A. Centrality to the Campus Role and Mission

UNO's mission and core (UNO, n.d.) emphasizes transforming and improving lives locally, nationally, and globally through education and engagement. The BSTD program supports this mission by equipping students with the skills and knowledge needed to design, implement, and evaluate impactful workforce training programs. This focus ensures that graduates can contribute meaningfully to organizational success and community development, embodying UNO's vision of being a transformative force in education and workforce development.

Additionally, the BSTD program aligns with two strategic pillars (UNO, n.d.):

1. Educating All Learners: UNO is committed to removing barriers to education and ensuring access for all students, including adult learners, military personnel, and degree-completers seeking career transition and advancement. The BSTD program fully embodies this commitment by being intentionally designed for adult learners and working professionals, ensuring that students can balance their education with work and life responsibilities while progressing toward degree completion.

   The BSTD maximizes flexibility while maintaining academic rigor. Its curriculum is informed by adult learning theory and is supported by policies and best practices for serving nontraditional students, such

as credit for prior learning, application of transfer credit, and academic advising tailored to adult learners.

2. Workforce and Economic Development: By equipping students with critical skills in instructional design, workplace learning, talent development, and professional training, the program produces graduates who are prepared to fill essential roles in organizations across industries and contribute to Nebraska's urgent workforce needs. As Nebraska businesses and employers continue to invest in internal training programs to retain, reskill, and upskill employees, BSTD graduates will play a pivotal role in developing workforce education initiatives that improve employee engagement, enhance productivity, and drive business growth.

   Through its alignment with Nebraska's workforce priorities and UNO's strategic mission, the BSTD program directly contributes to strengthening the state's economy by building a more skilled, adaptable, and future-ready workforce.

B. Relationship of the proposal to the University of Nebraska strategic priorities

The BSTD aligns with the University of Nebraska System's Strategic Priority of Inspiring All Future Learners, particularly in its commitment to multidisciplinary education and workforce readiness. (NU, n.d.)

The BSTD curriculum alignment with the ATD Talent Development Capability Model ensures that students develop workforce-relevant skills that reflect industry standards. This multidisciplinary program integrates training, instructional design, workforce education, and leadership. By drawing from multiple disciplines, the program prepares learners to support learning and development efforts in a variety of organizational settings. The curriculum emphasizes theory and evidence-based practices and engages students in applied learning activities that connect coursework to real-world workforce education challenges. Adult learners may already hold roles in organizations where training, employee learning, or workforce development are part of their responsibilities, allowing them to immediately apply new knowledge and skills in their workplaces. Internship opportunities are available for students who seek to transition into learning and development, instructional design, or workforce education roles.

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

The "good life" in Nebraska can only be supported and sustained if all individuals have access and opportunity to quality educational experiences.

The Some College, No Credential (SCNC) population has continued to rise nationwide to an estimated 40.4M (Causey, Gardner, Pevitz, Ryu, and Shapiro, 2023). In Nebraska, it is estimated that nearly 300,000 learners meet this definition (U.S. Census Bureau, 2023). Learner-centered programs specifically designed for diverse, multigenerational adult learners are needed to support access, success, and completion in higher education (Darnell, Klein-Collins, Shafenberg, 2022).

"Nebraska's postsecondary institutions will be student-centered, create environments that foster student success for all students, and offer lifelong learning opportunities that are responsive to students' and workforce needs" cannot be realized at the exclusion of the adult and contemporary learner population (CCPE, pg. 1-9). If "student success is the ultimate goal of postsecondary education and is the shared responsibility of students and institutions" (CCPE, pg. 1-8) is to be realized, then high impact, research informed practices that support this learner population is paramount. To this end, institutions must offer programs with associated policies and practices designed for these diverse, multigenerational learners who have multiple competing work and life responsibilities (Brown, n.d.). The UNO and DCS service and programming model aligns with the shared values and beliefs of the CCPE and adult serving institutions.

By leveraging UNO's disciplinary strengths via cross-campus collaboration, the BSTD will "foster critical thinking skills and provide graduates with the knowledge and workplaces skill needed to be successful employees" (CCPE, pg. 1-9). Informed by best practice research, market analysis, and the DCS BCAB, the program meets both individual and workforce needs in the state. As an online program, the physical distance to campus is a barrier removed. This delivery modality provides access to a quality, relevant learning experience to learners regardless of geographic location which allows new-to-UNO learners and "Comebackers" (former UNO students left prior to degree attainment) the opportunity to realize their goal to earn an undergraduate degree to foster social mobility.

D. Evidence of Need and Demand

1. Need: The Nebraska Chamber of Commerce (2025) has identified workforce development as a top economic priority, emphasizing the critical need to expand training and education programs to meet employer demand and address persistent workforce shortages. Nebraska employers report difficulty finding skilled workers, underscoring the pressing need for targeted workforce education initiatives. Additionally, one in five Nebraska workers is expected to retire within the next decade, further exacerbating labor shortages in key industries.

   The demand for workforce learning professionals continues to rise, supported by regional labor market data, industry trends, and student interest indicators. Job postings for roles related to instructional design, training coordination, and learning and development management have steadily increased, reflecting strong and sustained employment opportunities for BSTD program graduates.

   A labor market analysis found that training and development specialists are among the fastest-growing fields, with 5,310 unique job postings in Nebraska between March 2023 and February 2025. The median job posting duration for these roles is 27 days, indicating high employer demand. Additionally, training and development managers had 1,029 job postings in the same period, with a median posting duration of 24 days, reinforcing the growing need for workforce training professionals (Lightcast, 2025)

   At the national level, the demand for training and development specialists is projected to grow 6% (2022 to 2032) outpacing overall labor market growth (Bureau of Labor Statistics, 2024). Similarly, the demand for training and development managers is expected to increase 7% over the same period, reflecting the expanding role of structured workforce education in talent retention and organizational success (BLS, 2024).

   Employers across multiple sectors increasingly recognize the strategic importance of workforce learning. As businesses shift toward internal upskilling and reskilling strategies, the BSTD program prepares graduates to design and implement training programs that drive employee engagement, workforce readiness, and long-term talent retention. Workforce surveys reinforce the value of professional development, with 75% of employees indicating they are more likely to stay with their employer when provided access to education and career advancement opportunities (Guild, 2023).

2. Demand: DCS has a long history of serving the region's adult and contemporary learner population, offering high-demand, relevant, and quality learning experiences for diverse, multigenerational students. For more than 75 years, DCS has been a leader in advocating for and implementing programs, policies, and practices that support adult learners, aligning with UNO's mission as a public, metropolitan university.

   Through the BMS program, DCS has demonstrated sustained success in serving degree-seeking adult learners. The BMS program has consistently enrolled more than 1,000 students annually, reflecting the scale and stability of the adult learner population served by the Division. In addition, BMS admits and enrolls between approximately 230 and 280 new students each year, demonstrating a strong and ongoing pipeline

of adult learners seeking flexible pathways to degree completion. While the BMS program has been highly successful as a broad, generalist option, additional degree pathways designed specifically for adult and contemporary learners are needed to ensure UNO continues to meet the evolving educational and professional needs of a multigenerational population. The BSTD program directly addresses this need by expanding UNO's undergraduate program portfolio and offering a more structured, workforce-aligned pathway for adult learners and working professionals whose goals align with learning, training, and talent development.

There is strong student demand for degree programs tailored to adult learners seeking career advancement and personal fulfillment. Research highlights that adult learners often pursue higher education to serve as role models for their children, contribute to their communities, and fulfill lifelong personal goals (Shimano & Klein-Collins, 2024). Designing programs that address these motivations, not solely economic outcomes, is essential to increasing adult degree completion rates and workforce participation. The BSTD program is intentionally structured to provide flexible, applied learning pathways, enabling working adults to balance education with professional and personal responsibilities while advancing durable, transferable skills.

Enrollment projections for the BSTD program are grounded in this demonstrated demand for adult degree-completion pathways within DCS. Initial enrollment is projected at approximately 30 students in the first year, with steady growth to 42 students in year two, 53 students in year three, and 63 students in years four and five. These projections represent a modest share of the existing adult learner pipeline served through DCS and align with advising capacity, course availability, typical time-to-degree completion for part-time adult learners, and recent experience launching additional specialized online degree-completion programs. The minimum number of students required for program viability is 20 learners per year.

E. Avoidance of Unnecessary Duplication

The BSTD does not duplicate existing degree programs. While several institutions offer undergraduate degrees in Business Administration with concentrations in Human Resources Management (e.g., UNL, UNK, Wayne State College) or a B.S. in Human Resource Management (Bellevue University), these programs are primarily designed to prepare HR generalists. Their curricula emphasize functions such as staffing, compensation and benefits, labor relations, and employment law, with training and development addressed only as a secondary component. UNK offers a Training and Development in the Workplace minor, which includes relevant content but is not available as a standalone undergraduate major aligned with ATD Talent Capability Model.

In contrast, the BSTD is purpose-built as a standalone undergraduate degree focused on talent development, learning, and workforce training. Its curriculum centers on adult learning theory, instructional design, facilitation, learning technologies, performance improvement, evaluation of learning impact, coaching, and organizational development. These competencies that are not integrated as a cohesive core within existing Nebraska undergraduate programs.

Accordingly, the BSTD is complementary rather than duplicative, addressing a clearly defined gap between business-oriented HR programs and the professional preparation needs of learning and development practitioners, particularly for adult learners seeking direct entry or advancement in talent development roles.

F. Adequacy of Resources:

1. Faculty/Staff : Existing faculty with appropriate expertise will support the BSTD in Year 1 (launch). Additional resources, including faculty and staff, will be added in anticipation of program growth beginning Year 2. If enrollment growth occurs at a faster rate than projected, resource allocation will need to accelerate to match demand.

2. Library/Information Resources: This program does not require additional instructional equipment and informational resources.

3. Physical Facilities and Equipment: This program does not require additional physical facilities.

4. Budget Projections

Table 1: Projected Expenses

The primary expense for the BSTD program is faculty compensation ($55,000 + fringe), which reflects instructional costs associated with a teaching load of four courses per year in Year 1 (0.5 FTE) and eight courses per year beginning in Year 3 (1 FTE). The budget includes funding for a professional academic advisor ($52,000 + fringe), ensuring that students receive personalized guidance in course selection, degree planning, and career preparation. Given the nontraditional student population this program serves, dedicated advising is essential to supporting student success, retention, and degree completion. An operating budget is allocated to cover marketing, recruitment, and professional development costs, as well as equipment costs related to technology.

Table 2: Revenue Sources for Projected Expenses

Unlike academic programs that project enrollments based on first time, first year cohorts, the diverse, multigenerational learners who pursue the BSTD are often “degree completers.” This unique population can make enrollment projections challenging, as adult learners have varying prior learning experiences that often include transfer credits from one or more postsecondary institutions and enrollments loads (part-time, full-time) due to competing life and work commitments. Projected revenue for the BSTD program is calculated based on tuition and fees, using the UNO AY24-25 distance in-state tuition rate ($277/credit hour). The calculation is based on part-time enrollment (six credit hours) in the Fall and Spring semesters. The revenue model incorporates a 10% attrition rate per year, reflecting student persistence trends and the diverse prior learning experiences of this population.

TABLE 1: PROJECTED EXPENSES												
CAMPUS AND NAME OF PROGRAM OR CENTER: UNO Bachelor of Science Training and Development												
	(FY26-27) Year 1		(FY27-28) Year 2		(FY29-30) Year 3		(FY31-32) Year 4		(FY33-34) Year 5		**Total Cost**	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty [1]	0.5	$35,282	0.5	$35,282	1	$70,565	1	$70,565	1	$70,565		$282,259
Professional [2]	0.25	$16,812	0.25	$16,812	0.5	$33,624	0.5	$33,624	0.5	$33,624		$134,496
Graduate assistants												$0
Support staff			0.25	$16,520	0.25	$16,520	0.25	$16,520	0.25	$16,520		$66,080
Subtotal		$52,094		$68,614		$120,709		$120,709		$120,709		$482,835
Operating												
General Operating [3]		$20,000		$18,000		$20,000		$20,000		$20,000		$98,000
Equipment [4]				$2,000								$2,000
New or renovated space [5]												$0
Library/Information Resources [6]												$0
Other [7]												$0
Subtotal		$20,000		$20,000		$20,000		$20,000		$20,000		$100,000
Total Expenses		$72,094		$88,614		$140,709		$140,709		$140,709		**$582,835**

[1] Compensation (55,000) + fringe based for FTE, non-tenure track instructor with 4/4 load, 9 month contract.

[2] Compensation (52,000) + based on FTE professional academic advisor.

[3] Year 2 Operating will remain $20,000 with $2,000 allocated to new computer equipment for staff.

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM OR CENTER:						
	FY(26-27) Year 1	(FY27-28) Year 2	(FY28-29) Year 3	(FY29-30) Year 4	(FY31-32) Year 5	**Total**
Existing Funds [1]						$0
Required New Public Funds [2]						$0
1. State Funds						$0
2. Local Tax Funds (community colleges)						$0
Tuition and Fees [3]	$99,720	$139,608	$176,172	$209,412	$209,412	$834,324
Other Funding [4]						$0
1						$0
2						$0
3						$0
Total Revenue [5]	$99,720	$139,608	$176,172	$209,412	$209,412	$834,324

Job Posting Analytics

Lightcast Q1 2025 Data Set

March 2025

University of Nebraska Omaha

Nebraska

Parameters

Select Timeframe: Mar 2023 - Feb 2025

O*NET Occupations:

Code	Description
13-1151.00	Training and Development Specialists
11-3131.00	Training and Development Managers

Regions:

Code	Description
31	Nebraska

Company:

Results should exclude

Description
University of Nebraska-Lincoln
University of Nebraska-Lincoln

Skill or Qualification:

Results should exclude any of the selected skills

Code	Skill or Qualification
Qualification	Registered Nurse (RN)
Qualification	Cardiopulmonary Resuscitation (CPR) Certification
Qualification	First Aid Certification
Qualification	Top Secret-Sensitive Compartmented Information (TS/SCI Clearance)

Minimum Experience Required: Any

Advertised Salary: Include all postings regardless

Education Level: Any

Job Type: Include Internships

Keyword Search:

Posting Type: Newly Posted

Job Postings Overview

2,019

Unique Postings

6,339 Total Postings

561

Employers Competing

21,279 Total Employers

26 Days

Median Posting Duration

Regional Average: 27 Days

3 : 1

Posting Intensity

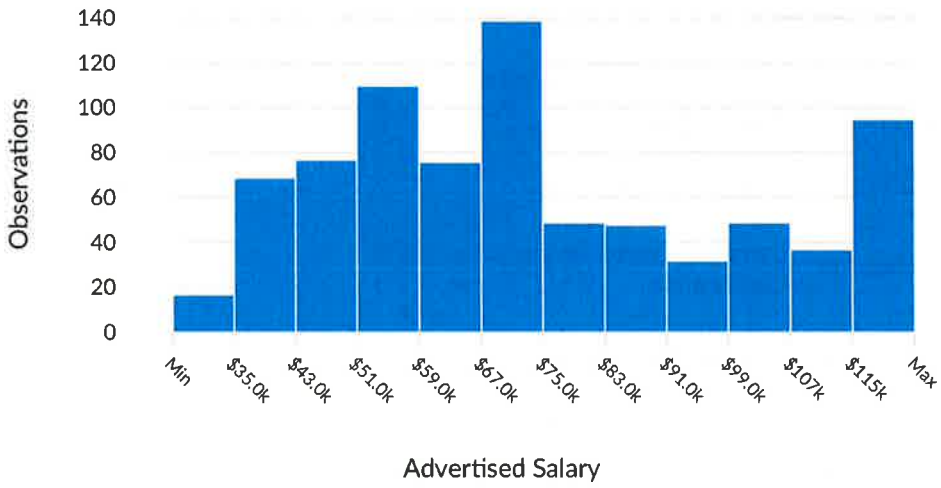
Regional Average: 3 : 1

Advertised Salary

There are 786 advertised salary observations (39% of the 2,019 matching postings).

$72.6K

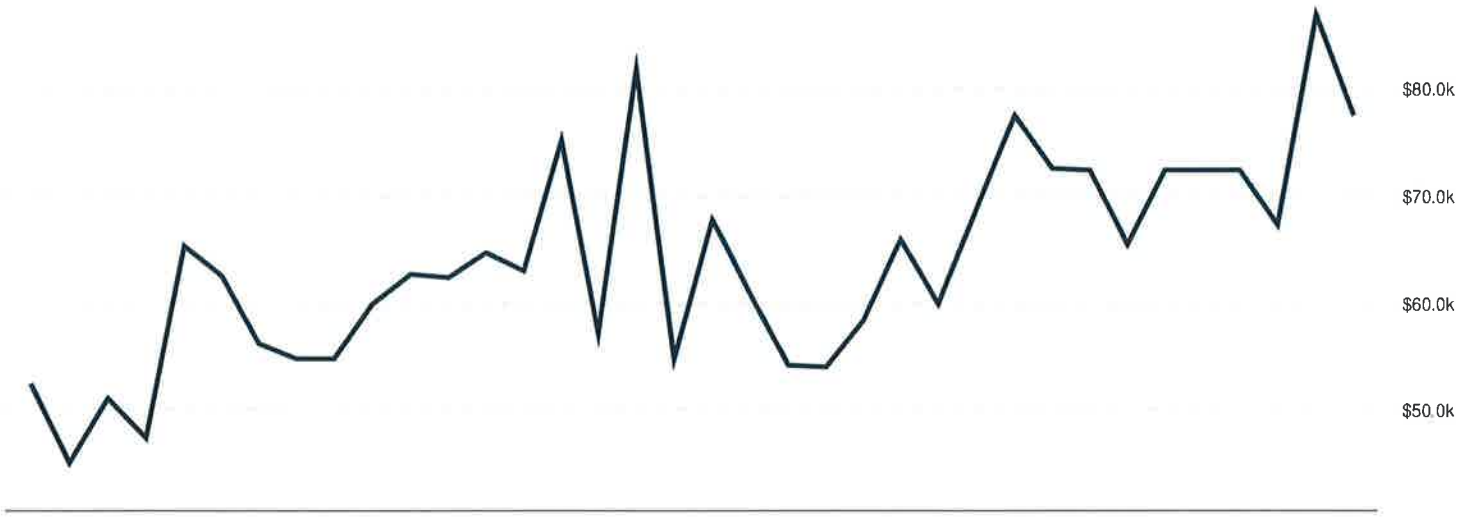
Median Advertised Salary



Advertised Salary Trend

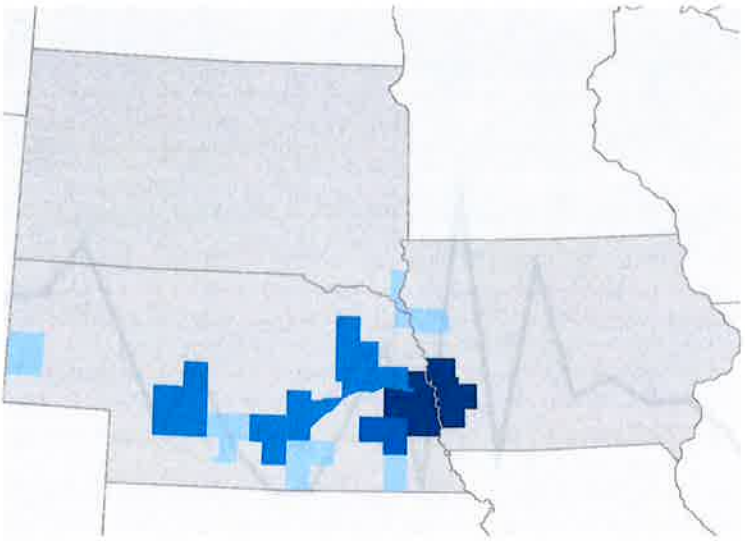
▲47.8% Mar 2022 - Feb 2025

$65.9k Median



1,150 Job Postings

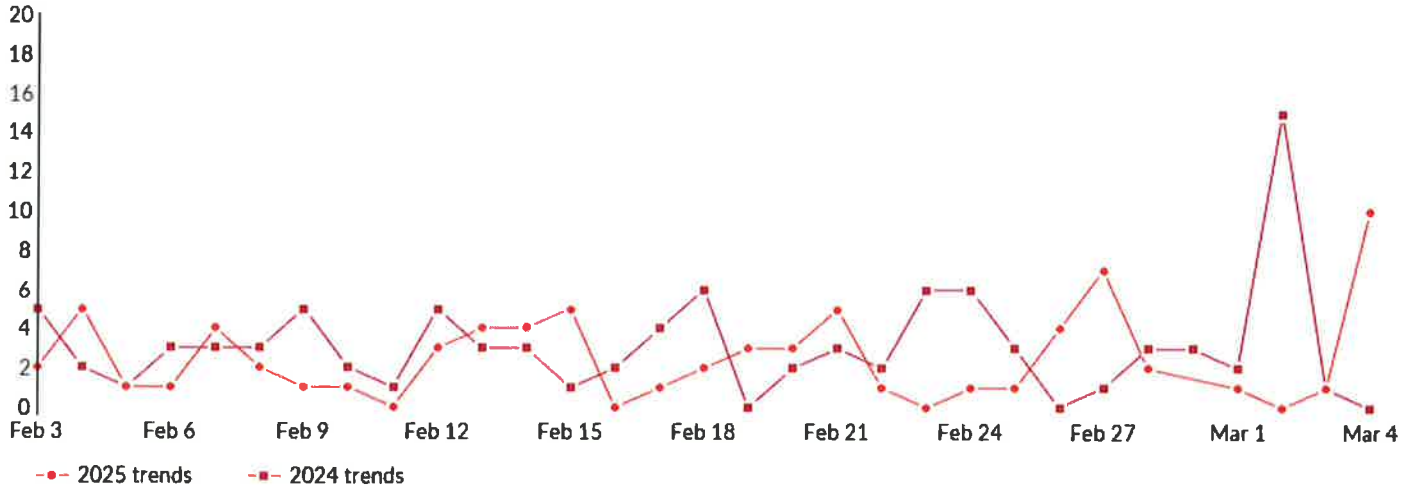
Job Postings Regional Breakdown



MSA	Unique Postings (Mar 2023 - Feb 2025)
Omaha, NE-IA	892
Lincoln, NE	475
Grand Island, NE	70
Kearney, NE	40
Norfolk, NE	40

Unique Postings Trend

This view displays the most recent 30 days of job postings activity to show near-term trends. It does not reflect your timeframe.



Day	Unique Postings	Last Year's Unique Postings	% Change
February 3, 2025	2	5	-60.0%
February 4, 2025	5	2	+150.0%
February 5, 2025	1	1	0.0%
February 6, 2025	1	3	-66.7%
February 7, 2025	4	3	+33.3%
February 8, 2025	2	3	-33.3%
February 9, 2025	1	5	-80.0%
February 10, 2025	1	2	-50.0%
February 11, 2025	0	1	-100.0%
February 12, 2025	3	5	-40.0%
February 13, 2025	4	3	+33.3%
February 14, 2025	4	3	+33.3%
February 15, 2025	5	1	+400.0%
February 16, 2025	0	2	-100.0%
February 17, 2025	1	4	-75.0%
February 18, 2025	2	6	-66.7%
February 19, 2025	3	0	Insf. Data
February 20, 2025	3	2	+50.0%

February 21, 2025	5	3	+66.7%
February 22, 2025	1	2	-50.0%
February 23, 2025	0	6	-100.0%
February 24, 2025	1	6	-83.3%
February 25, 2025	1	3	-66.7%
February 26, 2025	4	0	Insf. Data
February 27, 2025	7	1	+600.0%
February 28, 2025	2	3	-33.3%
March 1, 2025	1	2	-50.0%
March 2, 2025	0	15	-100.0%
March 3, 2025	1	1	0.0%
March 4, 2025	10	0	Insf. Data

Education Breakdown

Education Level	Unique Postings	% of Total
No Education Listed	703	35%
High school or GED	328	16%
Associate's degree	361	18%
Bachelor's degree	976	48%
Master's degree	208	10%
Ph.D. or professional degree	19	1%

Minimum Education Breakdown

Minimum Education Level	Unique Postings (minimum)	Unique Postings (max advertised)	% of Total (minimum)
High school or GED	328	0	16%
Associate's degree	307	27	15%
Bachelor's degree	627	330	31%
Master's degree	46	157	2%
Ph.D. or professional degree	8	11	0%

Experience Breakdown

Minimum Experience	Unique Postings	% of Total
No Experience Listed	886	44%
0 - 1 Years	265	13%
2 - 3 Years	460	23%
4 - 6 Years	303	15%
7 - 9 Years	63	3%
10+ Years	42	2%

Top Companies Posting

	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Walmart	1,039 / 176	6 : 1	32 days
State of Nebraska	302 / 82	4 : 1	21 days
Everlight Solar	202 / 31	7 : 1	4 days
Fiserv	62 / 20	3 : 1	39 days
Bryan Health	60 / 20	3 : 1	7 days
Buckle	104 / 19	5 : 1	10 days
Business Operations	44 / 17	3 : 1	45 days
SAS Retail Services	31 / 17	2 : 1	20 days
Pearson Education	32 / 16	2 : 1	23 days
Johnson & Johnson	18 / 16	1 : 1	15 days

Top Cities Posting

City	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Omaha, NE	2,390 / 756	3 : 1	27 days
Lincoln, NE	1,686 / 450	4 : 1	24 days
Grand Island, NE	226 / 65	3 : 1	32 days
Kearney, NE	77 / 36	2 : 1	21 days
Columbus, NE	117 / 35	3 : 1	21 days
Norfolk, NE	94 / 34	3 : 1	34 days
Fremont, NE	99 / 32	3 : 1	28 days
Papillion, NE	97 / 31	3 : 1	30 days
North Platte, NE	128 / 30	4 : 1	32 days
Bellevue, NE	79 / 27	3 : 1	26 days

Top Posted Occupations

Occupation (SOC)	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Training and Development Specialists	5,310 / 1,554	3 : 1	27 days
Training and Development Managers	1,029 / 465	2 : 1	24 days

Top Posted Occupations

	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Training and Development Specialists	5,310 / 1,554	3 : 1	27 days
Training and Development Managers	1,029 / 465	2 : 1	24 days

Top Posted Occupations

Occupation	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Training and Development Specialist	5,310 / 1,554	3 : 1	27 days
Training and Development Manager	1,029 / 465	2 : 1	24 days

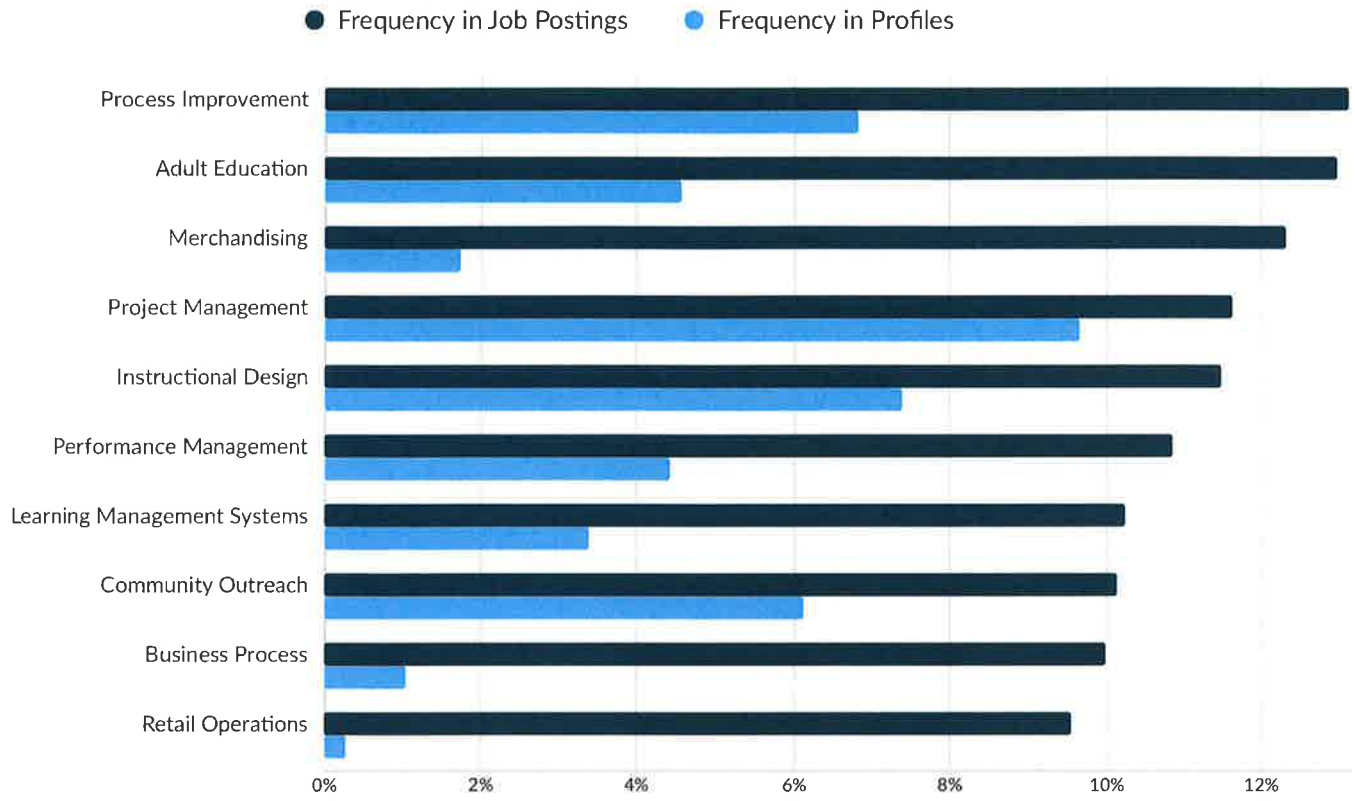
Top Posted Job Titles

	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Operations Management Trainees	808 / 132	6 : 1	32 days
Training Specialists	135 / 50	3 : 1	31 days
Corporate Trainers	107 / 38	3 : 1	24 days
Statewide Coordinators	54 / 35	2 : 1	21 days
Training Coordinators	105 / 30	4 : 1	29 days
Technical Trainers	152 / 25	6 : 1	25 days
Learning and Development Managers	43 / 24	2 : 1	21 days
Job Developers	32 / 19	2 : 1	23 days
Training and Development Specialists	51 / 19	3 : 1	21 days
Consumables Associates	79 / 18	4 : 1	31 days

Top Industries

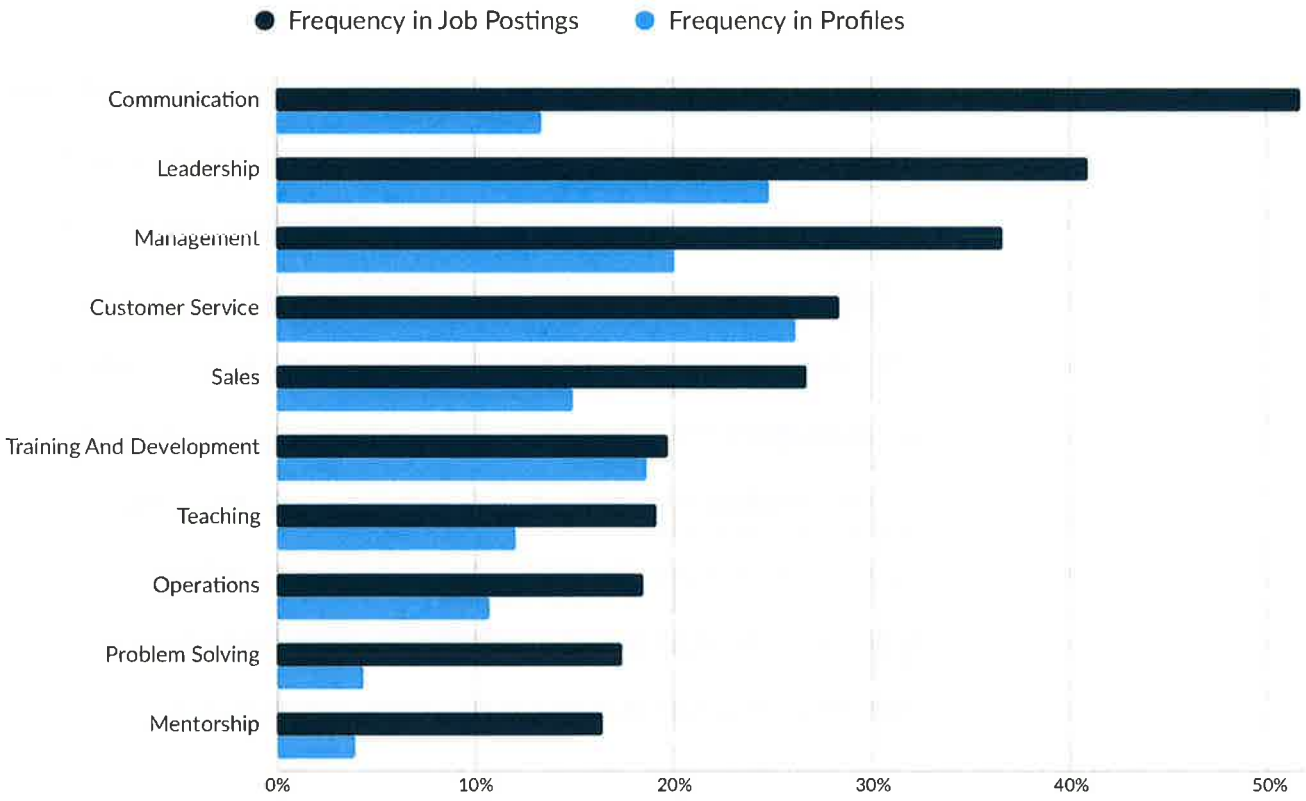
	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Warehouse Clubs and Supercenters	1,039 / 176	6 : 1	32 days
Other General Government Support	303 / 83	4 : 1	21 days
Insurance Agencies and Brokerages	111 / 49	2 : 1	24 days
General Medical and Surgical Hospitals	120 / 46	3 : 1	22 days
Employment Placement Agencies	102 / 41	2 : 1	22 days
Custom Computer Programming Services	132 / 39	3 : 1	27 days
Direct Health and Medical Insurance Carriers	47 / 29	2 : 1	21 days
Colleges, Universities, and Professional Schools	81 / 28	3 : 1	15 days
Engineering Services	82 / 26	3 : 1	36 days

Top Specialized Skills



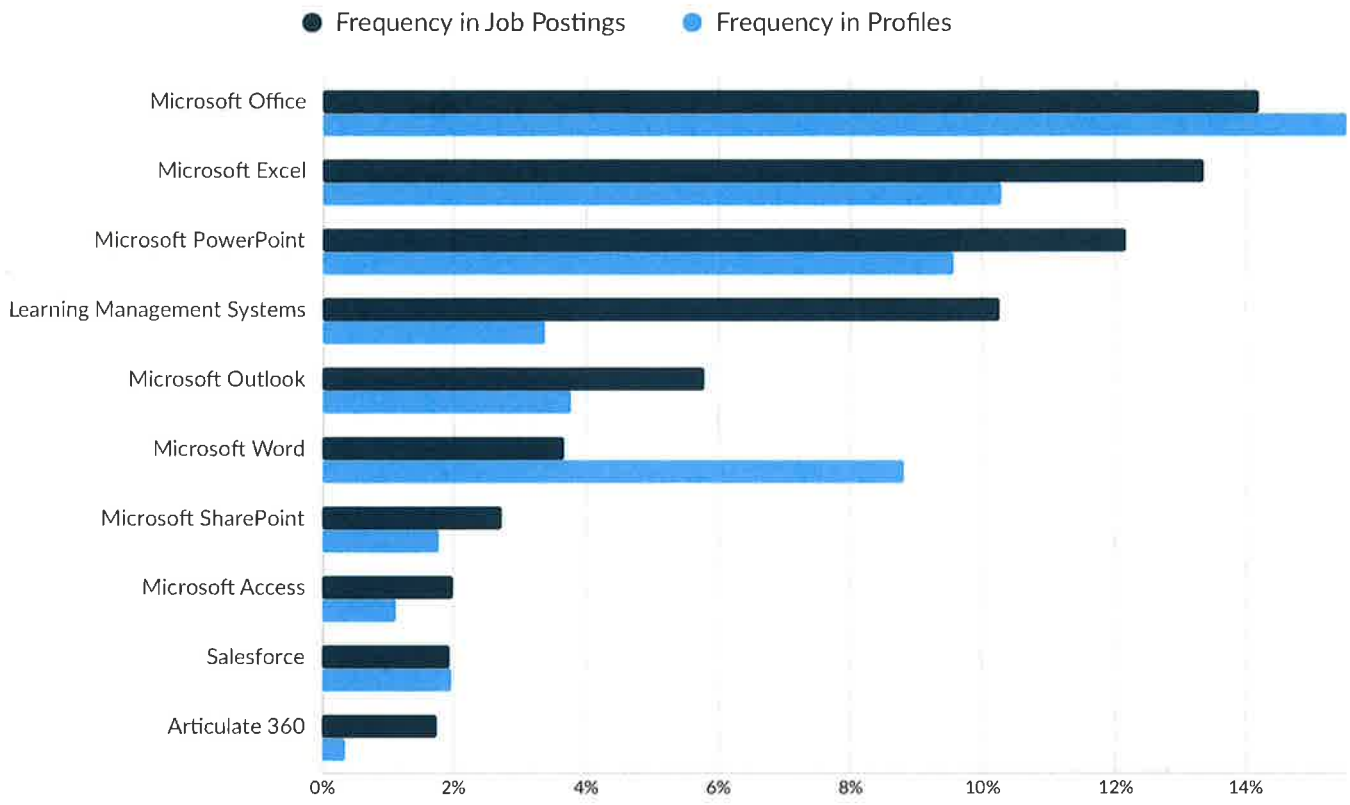
	Postings	% of Total Postings	Profiles	% of Total Profiles	Projected Skill Growth	Skill Growth Relative to Market
Process Improvement	265	13%	228	7%	+27.0%	Rapidly Growing
Adult Education	262	13%	153	5%	+9.7%	Growing
Merchandising	249	12%	58	2%	+15.0%	Growing
Project Management	235	12%	323	10%	+19.8%	Rapidly Growing
Instructional Design	232	11%	247	7%	+9.3%	Growing
Performance Management	219	11%	148	4%	+20.3%	Rapidly Growing
Learning Management Systems	207	10%	113	3%	+6.6%	Stable
Community Outreach	205	10%	205	6%	+24.6%	Rapidly Growing
Business Process	202	10%	35	1%	+22.8%	Rapidly Growing
Retail Operations	193	10%	9	0%	+11.0%	Growing

Top Common Skills



	Postings	% of Total Postings	Profiles	% of Total Profiles	Projected Skill Growth	Skill Growth Relative to Market
Communication	1,044	52%	448	13%	+3.6%	Lagging
Leadership	827	41%	833	25%	+8.5%	Stable
Management	740	37%	673	20%	+5.3%	Stable
Customer Service	575	28%	877	26%	+5.2%	Stable
Sales	542	27%	501	15%	+7.8%	Stable
Training And Development	399	20%	624	19%	+15.0%	Growing
Teaching	388	19%	404	12%	+18.8%	Growing
Operations	374	19%	359	11%	+8.1%	Stable
Problem Solving	352	17%	147	4%	+11.3%	Growing
Mentorship	333	16%	133	4%	+16.5%	Growing

Top Software Skills



	Postings	% of Total Postings	Profiles	% of Total Profiles	Projected Skill Growth	Skill Growth Relative to Market
Microsoft Office	287	14%	519	16%	+18.5%	Growing
Microsoft Excel	270	13%	344	10%	+17.7%	Growing
Microsoft PowerPoint	246	12%	320	10%	+26.1%	Rapidly Growing
Learning Management Systems	207	10%	113	3%	+6.6%	Stable
Microsoft Outlook	117	6%	126	4%	+25.0%	Rapidly Growing
Microsoft Word	74	4%	295	9%	+7.2%	Stable
Microsoft SharePoint	55	3%	59	2%	+2.4%	Lagging
Microsoft Access	40	2%	37	1%	+3.9%	Lagging
Salesforce	39	2%	66	2%	+24.7%	Rapidly Growing
Articulate 360	35	2%	12	0%	+8.0%	Stable

Job Posting Analytics

Lightcast Q1 2025 Data Set

March 2025

University of Nebraska Omaha

Nebraska

Parameters

Select Timeframe: Mar 2023 - Feb 2025

O*NET Occupations:

Code	Description
13-1151.00	Training and Development Specialists
11-3131.00	Training and Development Managers

Regions:
16 items selected. See Appendix A for details.

Job Title:

Results should exclude

Description
Operations Management Trainees

Company:

Results should exclude

Description	Description
University of Nebraska-Lincoln	University of Nebraska-Lincoln

Skill or Qualification:

Results should exclude any of the selected skills

Code	Skill or Qualification	Code	Skill or Qualification
Qualification	Registered Nurse (RN)	Qualification	First Aid Certification
Qualification	Cardiopulmonary Resuscitation (CPR) Certification	Qualification	Top Secret-Sensitive Compartmented Information (TS/SCI Clearance)

Industries:

Results should exclude

Code	Description
611110	Elementary and Secondary Schools

Minimum Experience Required: Any

Advertised Salary: Include all postings regardless

Education Level: Any

Job Type: Include Internships

Keyword Search:

Posting Type: Newly Posted

Job Postings Overview

58,456

Unique Postings

141,767 Total Postings

10,627

Employers Competing

382,050 Total Employers

28 Days

Median Posting Duration

Regional Average: 28 Days

2 : 1

Posting Intensity

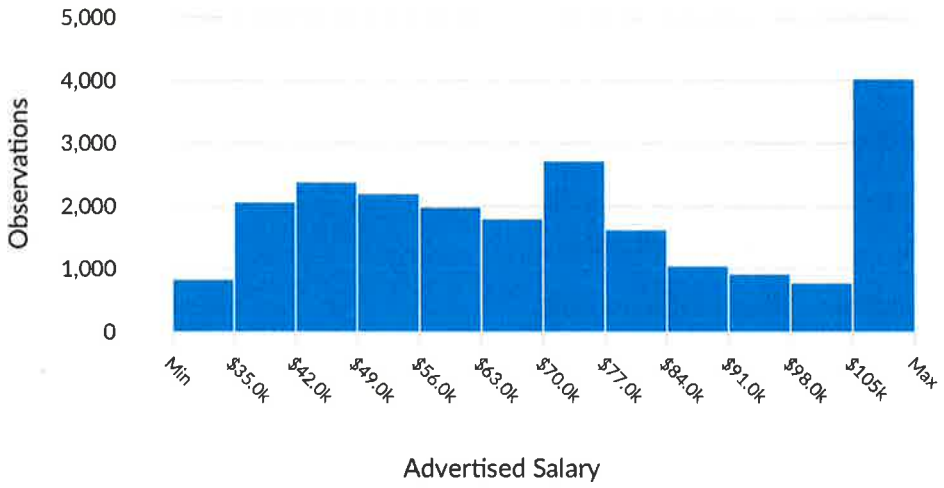
Regional Average: 3 : 1

Advertised Salary

There are 22,172 advertised salary observations (38% of the 58,456 matching postings).

$70.0K

Median Advertised Salary



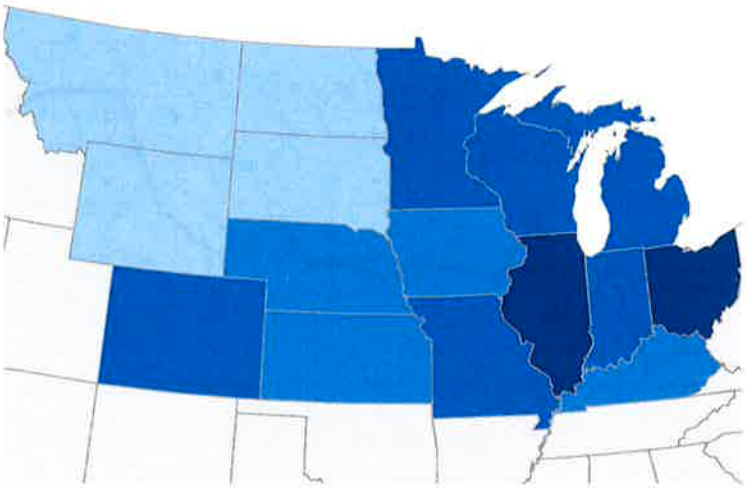
Advertised Salary Trend

▲29.7% Mar 2022 - Feb 2025

$65.2k Median

32,291 Job Postings

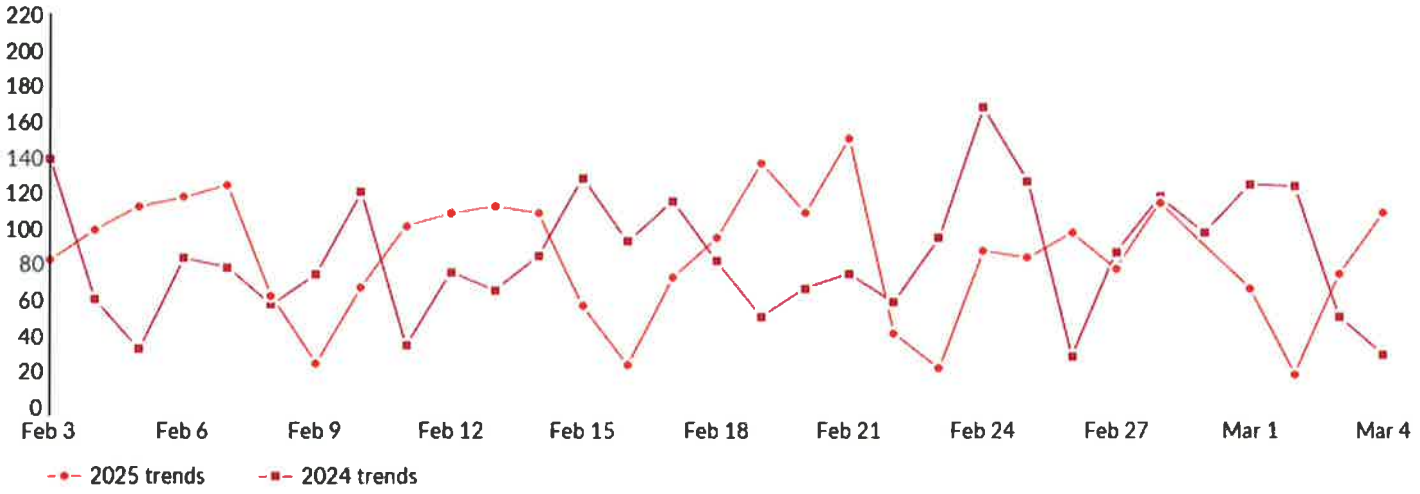
Job Postings Regional Breakdown



State	Unique Postings (Mar 2023 - Feb 2025)
Illinois	9,317
Ohio	7,398
Michigan	5,792
Colorado	5,136
Minnesota	4,706

Unique Postings Trend

This view displays the most recent 30 days of job postings activity to show near-term trends. It does not reflect your timeframe.



Day	Unique Postings	Last Year's Unique Postings	% Change
February 3, 2025	82	139	-41.0%
February 4, 2025	99	60	+65.0%
February 5, 2025	112	32	+250.0%
February 6, 2025	117	83	+41.0%
February 7, 2025	124	78	+59.0%
February 8, 2025	62	57	+8.8%
February 9, 2025	24	74	-67.6%
February 10, 2025	67	120	-44.2%
February 11, 2025	101	34	+197.1%
February 12, 2025	108	75	+44.0%
February 13, 2025	112	65	+72.3%
February 14, 2025	108	84	+28.6%
February 15, 2025	56	128	-56.3%
February 16, 2025	23	92	-75.0%
February 17, 2025	72	115	-37.4%
February 18, 2025	94	81	+16.0%
February 19, 2025	136	50	+172.0%
February 20, 2025	108	66	+63.6%

February 21, 2025	150	74	+102.7%
February 22, 2025	41	58	-29.3%
February 23, 2025	21	94	-77.7%
February 24, 2025	87	167	-47.9%
February 25, 2025	83	126	-34.1%
February 26, 2025	97	28	+246.4%
February 27, 2025	77	86	-10.5%
February 28, 2025	114	117	-2.6%
March 1, 2025	66	124	-46.8%
March 2, 2025	18	123	-85.4%
March 3, 2025	74	50	+48.0%
March 4, 2025	108	29	+272.4%

Education Breakdown

Education Level	Unique Postings	% of Total
No Education Listed	19,151	33%
High school or GED	10,343	18%
Associate's degree	7,699	13%
Bachelor's degree	28,033	48%
Master's degree	7,683	13%
Ph.D. or professional degree	1,144	2%

Minimum Education Breakdown

Minimum Education Level	Unique Postings (minimum)	Unique Postings (max advertised)	% of Total (minimum)
High school or GED	10,343	0	18%
Associate's degree	5,873	925	10%
Bachelor's degree	20,939	6,626	36%
Master's degree	1,872	5,416	3%
Ph.D. or professional degree	278	866	0%

Experience Breakdown

Minimum Experience	Unique Postings	% of Total
No Experience Listed	26,215	45%
0 - 1 Years	6,679	11%
2 - 3 Years	12,944	22%
4 - 6 Years	9,140	16%
7 - 9 Years	2,200	4%
10+ Years	1,278	2%

Top Companies Posting

	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Walmart	8,596 / 2,601	3 : 1	31 days
Circle K	1,874 / 650	3 : 1	32 days
Whole Foods	1,180 / 373	3 : 1	30 days
Deloitte	427 / 322	1 : 1	19 days
Sherwin-Williams	896 / 313	3 : 1	18 days
Humana	564 / 275	2 : 1	19 days
Abercrombie & Fitch	847 / 270	3 : 1	30 days
Buckle	1,326 / 248	5 : 1	32 days
Boys & Girls Clubs Of America	522 / 240	2 : 1	29 days
Elevance Health	372 / 233	2 : 1	24 days

Top Cities Posting

City	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Chicago, IL	9,354 / 3,329	3 : 1	28 days
Denver, CO	4,347 / 1,667	3 : 1	26 days
Indianapolis, IN	3,227 / 1,399	2 : 1	28 days
Minneapolis, MN	2,895 / 1,261	2 : 1	29 days
Columbus, OH	2,845 / 1,157	2 : 1	27 days
Saint Louis, MO	1,916 / 952	2 : 1	29 days
Kansas City, MO	2,599 / 908	3 : 1	30 days
Cincinnati, OH	2,340 / 881	3 : 1	28 days
Louisville, KY	2,201 / 857	3 : 1	28 days
Milwaukee, WI	1,795 / 782	2 : 1	30 days

Top Posted Occupations

Occupation (SOC)	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Training and Development Specialists	105,653 / 42,773	2 : 1	28 days
Training and Development Managers	36,114 / 15,683	2 : 1	27 days

Top Posted Occupations

	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Training and Development Specialists	105,653 / 42,773	2 : 1	28 days
Training and Development Managers	36,114 / 15,683	2 : 1	27 days

Top Posted Occupations

Occupation	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Training and Development Specialist	105,653 / 42,773	2 : 1	28 days
Training and Development Manager	36,114 / 15,683	2 : 1	27 days

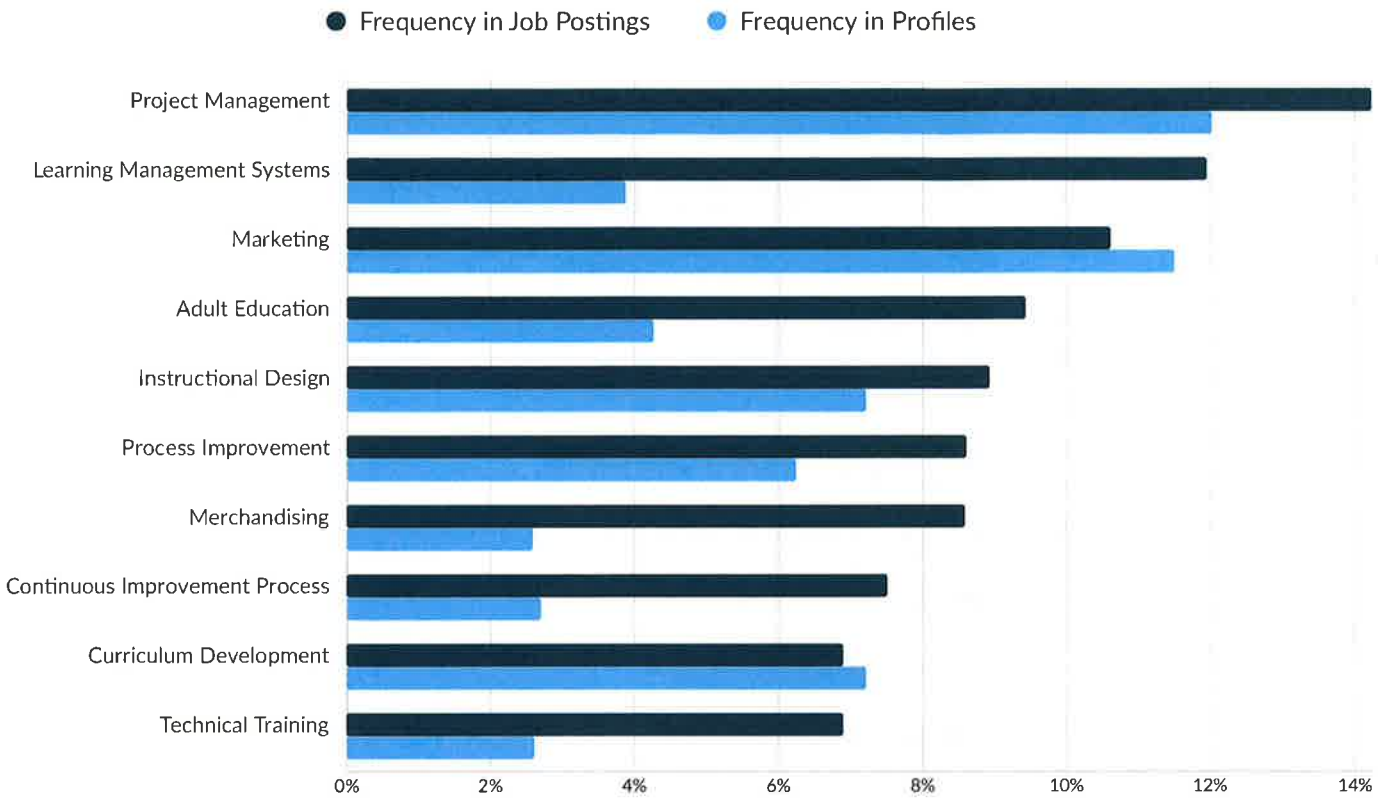
Top Posted Job Titles

	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Training Specialists	3,263 / 1,481	2 : 1	27 days
Managers-in-Training	3,241 / 1,012	3 : 1	31 days
Training Coordinators	2,516 / 1,002	3 : 1	28 days
Complex Managers	3,070 / 992	3 : 1	33 days
Technical Trainers	2,304 / 862	3 : 1	27 days
Learning and Development Managers	1,804 / 860	2 : 1	25 days
Training and Development Specialists	1,734 / 724	2 : 1	27 days
Learning and Development Specialists	1,801 / 722	2 : 1	28 days
Trainers	1,090 / 465	2 : 1	28 days
Development Coordinators	1,147 / 455	3 : 1	33 days

Top Industries

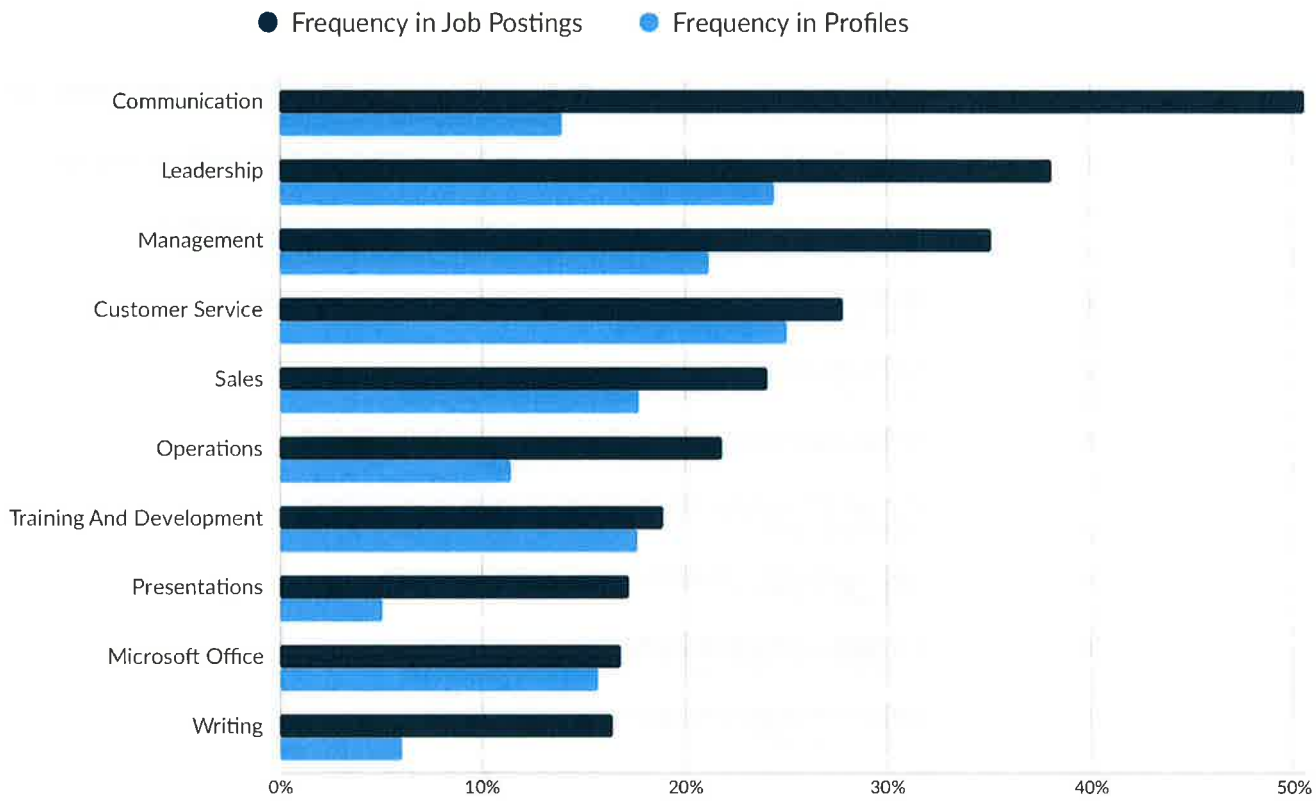
	Total/Unique (Mar 2023 - Feb 2025)	Posting Intensity	Median Posting Duration
Warehouse Clubs and Supercenters	8,599 / 2,603	3 : 1	31 days
Colleges, Universities, and Professional Schools	6,535 / 2,219	3 : 1	33 days
Employment Placement Agencies	2,736 / 1,505	2 : 1	24 days
Other General Government Support	2,318 / 968	2 : 1	24 days
General Medical and Surgical Hospitals	2,560 / 964	3 : 1	24 days
Custom Computer Programming Services	1,901 / 797	2 : 1	27 days
Commercial Banking	1,815 / 788	2 : 1	28 days
Junior Colleges	1,620 / 753	2 : 1	32 days
Administrative Management and General Management Consulting Services	1,225 / 744	2 : 1	23 days

Top Specialized Skills



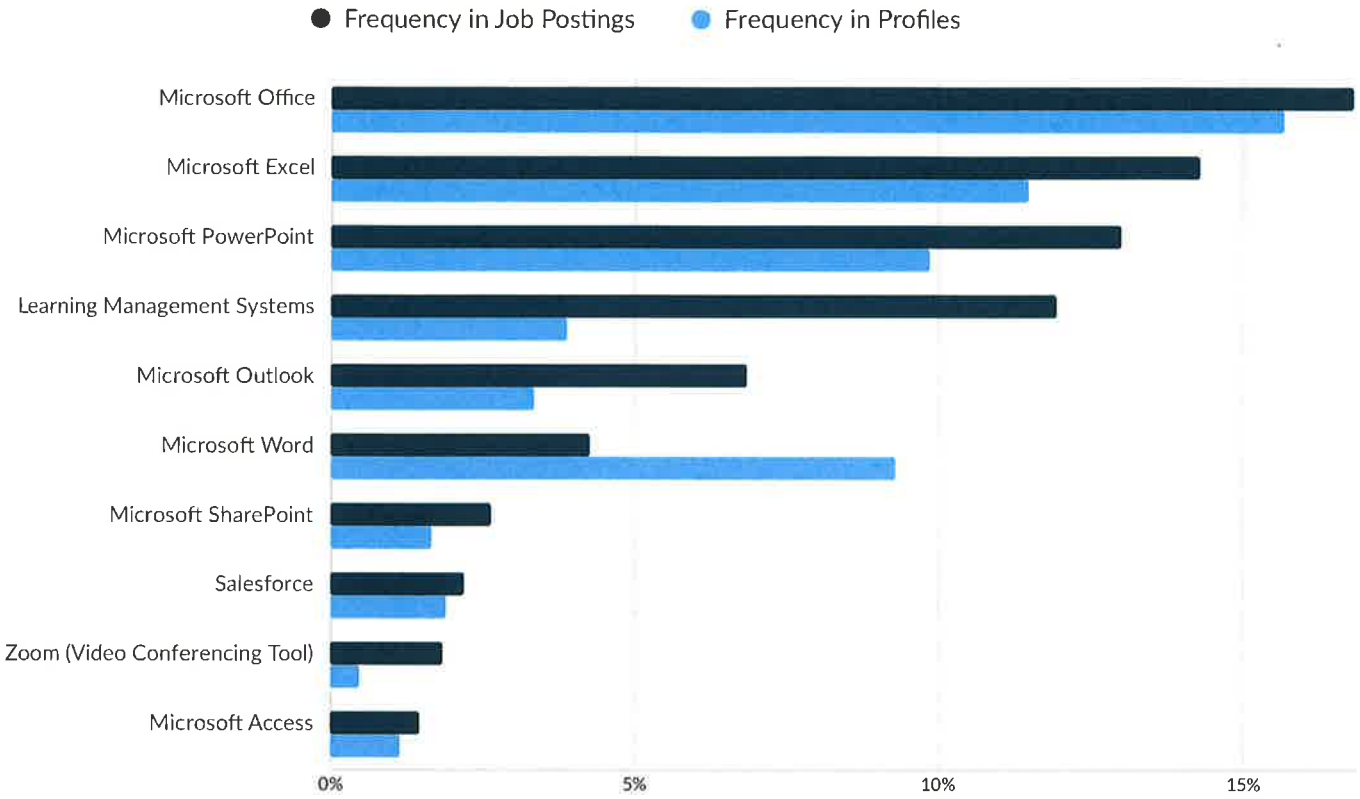
	Postings	% of Total Postings	Profiles	% of Total Profiles	Projected Skill Growth	Skill Growth Relative to Market
Project Management	8,334	14%	14,899	12%	+19.8%	Rapidly Growing
Learning Management Systems	6,997	12%	4,806	4%	+6.6%	Stable
Marketing	6,210	11%	14,263	12%	+23.0%	Rapidly Growing
Adult Education	5,519	9%	5,276	4%	+9.7%	Growing
Instructional Design	5,230	9%	8,943	7%	+9.3%	Growing
Process Improvement	5,046	9%	7,743	6%	+27.0%	Rapidly Growing
Merchandising	5,025	9%	3,204	3%	+15.0%	Growing
Continuous Improvement Process	4,402	8%	3,346	3%	+23.4%	Rapidly Growing
Curriculum Development	4,041	7%	8,956	7%	+14.6%	Growing
Technical Training	4,040	7%	3,241	3%	+13.2%	Growing

Top Common Skills



	Postings	% of Total Postings	Profiles	% of Total Profiles	Projected Skill Growth	Skill Growth Relative to Market
Communication	29,606	51%	17,216	14%	+3.6%	Lagging
Leadership	22,305	38%	30,251	24%	+8.5%	Stable
Management	20,544	35%	26,260	21%	+5.3%	Stable
Customer Service	16,285	28%	31,055	25%	+5.2%	Stable
Sales	14,137	24%	21,992	18%	+7.8%	Stable
Operations	12,783	22%	14,178	11%	+8.1%	Stable
Training And Development	11,076	19%	21,839	18%	+15.0%	Growing
Presentations	10,102	17%	6,293	5%	+23.0%	Rapidly Growing
Microsoft Office	9,865	17%	19,447	16%	+18.5%	Growing
Writing	9,619	16%	7,507	6%	+11.8%	Growing

Top Software Skills



	Postings	% of Total Postings	Profiles	% of Total Profiles	Projected Skill Growth	Skill Growth Relative to Market
Microsoft Office	9,865	17%	19,447	16%	+18.5%	Growing
Microsoft Excel	8,369	14%	14,235	12%	+17.7%	Growing
Microsoft PowerPoint	7,613	13%	12,178	10%	+26.1%	Rapidly Growing
Learning Management Systems	6,997	12%	4,806	4%	+6.6%	Stable
Microsoft Outlook	4,014	7%	4,134	3%	+25.0%	Rapidly Growing
Microsoft Word	2,491	4%	11,509	9%	+7.2%	Stable
Microsoft SharePoint	1,544	3%	2,078	2%	+2.4%	Lagging
Salesforce	1,295	2%	2,358	2%	+24.7%	Rapidly Growing
Zoom (Video Conferencing Tool)	1,082	2%	591	0%	+13.1%	Growing
Microsoft Access	866	1%	1,438	1%	+3.9%	Lagging

Top Qualifications

	Postings with Qualification
Valid Driver's License	7,471
Bachelor Of Science In Business	2,692
Master Of Business Administration (MBA)	641
Loss Prevention Certified	439
Secret Clearance	337
Security Clearance	315
Basic Life Support (BLS) Certification	314
Teaching Certificate	310
Certified Professional In Learning And Performance	267
Commercial Driver's License (CDL)	263

COLLEGE OF COMMUNICATION, FINE ARTS AND MEDIA
School of Communication

April 17, 2025

Dear Dr. Billings,

I am writing in support of the proposed B.S. in Professional Training and Learning Development. As we agreed, the School of Communication offers classes that would benefit this program. They include CMST 4150 Organizational Training and Development, CMST 4160 Communication for Instructional Settings, CMST 4170 Organizational Communication, CMST 4180 Communication Leadership and Power and Organizations. Further, CMST 3130 Speech Communication in Business and the Professions would be an ideal class as well. These classes would need to be redesigned to offer them as 6-week online asynchronous delivery. Further, the faculty in the School of Communication are stretched thin teaching classes for our students and majors. Therefore, faculty staffing support is necessary and would be sought to help contribute to this new program. This program proposal aligns with UNO's long-standing commitment to serving adult learners. The School of Communication is happy to collaborate with the Division of Continuing Studies to make this a success.

Sincerely,

Heather Hundley, PhD
Director and Professor
School of Communication

University of Nebraska Omaha
College of Communication, Fine Arts and Media | School of Communication
6001 Dodge Street, ASH 140 | Omaha, NE 68182-0112 | 402.554.2600 | 402.554.3836 Fax

May 1, 2025

To: UNO Academic Affairs
From: Gaylene Armstrong, Dean, College of Public Affairs and Community Service
RE: Bachelor of Science in Professional Training and Development

Dear Committee Members,

I am pleased to offer my support for the proposed Bachelor of Science in Professional Training and Development program. The proposal has been reviewed and approved by the college's Academic Standards and Curriculum Committee. This program exemplifies our commitment to fostering lifelong learning and supporting workforce development. I look forward to the positive impact this program will have on both our students and the communities they serve. Thank you for your support in advancing this important initiative.

Sincerely,

Gaylene Armstrong

Dr. Gaylene Armstrong, Dean
College of Public Affairs & Community Service

University of Nebraska Omaha
College of Public Affairs and Community Service
6001 Dodge Street, CPACS 109 | Omaha, NE 68182
cpacs.unomaha.edu

October 7, 2024

To: University Educational Policy Committee

From: Michael Hilt, Dean

RE: B.S. in Professional Training and Development

Dear Committee Members,

I support of the proposal for the B.S. in Professional Training and Development. This degree program will provide a wonderful opportunity for adult learners who are wanting to prepare for the ongoing needs of the current workforce. I am appreciative that the College of Communication, Fine Arts and Media is being included in this endeavor.

Sincerely,

Michael Hilt, Dean

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to establish a Doctor of Social Work (DSW) degree administered by the Grace Abbott School of Social Work in the College of Public Affairs and Community Service at the University of Nebraska at Omaha (UNO).

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

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

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

Despite growing demand for doctoral-level social work leaders, Nebraska currently has no PhD or DSW programs, requiring students to relocate and pay out-of-state tuition to receive this education. The proposed DSW program addresses this gap by providing a fully online, three-year, practitioner-scholar degree tailored for professionals seeking advanced practice, leadership, and research skills without leaving the state. The program will require 51 credit hours beyond the Master's degree, and will emphasize innovative practice, research application, and leadership development. Students will benefit from integration into UNO's existing extensive community partnerships. This program responds to Nebraska's workforce needs, particularly in behavioral health and social services, and provides an accessible, affordable, and locally available pathway to the highest level of professional social work education, utilizing existing infrastructure and resources.

BACKGROUND INFORMATION

Section 2.9 of the Bylaws of the Board of Regents provides that, "No curriculum leading to a degree or certificate shall be adopted…without the approval of the Board."

RECOMMENDATION

The President recommends approval.

SUMMARY-ESTABLISHING A NEW ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: UNO Doctor of Social Work

Proposed Date of First Offering: Fall 2026

New/Additional Annual Program Costs	Program Management		Brief Explanation
	FTE	Expense	
Faculty*	3	$ 326,000.00	The DSW will require 51 credit hours beyond the MSW, leveraging existing infrastructure at UNO. This program fulfills demand from potential students and employers by providing doctoral level training in Nebraska.
Staff*	2	$ 97,000.00	
Additional Expenses**		$ 21,000.00	
Total Annual Expense		$ 444,000.00	

*Total salary and benefits at year 5; **Additional costs on an annualized basis estimated for Year 5

AAU Recognition Potential Impact: [ ]Very Negative [ ]Negative [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

Minimum Estimated Program Enrollment (Year 5)

	Enrollment	Credit Hours	Tuition Rate	Funds
Resident Tuition*	48	17	$ 401.00	$ 327,216
				$ -
Existing Funds				$ 144,000.00
			Total Funds	$ 471,216
			Net Income	$ 27,216

*calculated income based on an estimated tuition rate of $401 per CH; 17 CH per year per student.

MEMORANDUM

Date: November 13, 2025

To: David Jackson, Interim Executive Vice President and Provost

From: Joanne Li, Chancellor, University of Nebraska at Omaha

RE: Doctorate of Social Work Proposal

The University of Nebraska at Omaha committees have reviewed and endorsed the creation of a Doctorate of Social Work degree at UNO's Grace Abbott School of Social Work.

The Grace Abbott School has offered a bachelor's degree and a master's degree in social work for over 50 years and remains the only public higher education institution in Nebraska to offer the master's degree. This professional degree program will help meet the increasing labor needs for social work leaders and will allow for the school to continue leading the state of Nebraska in providing higher education instruction.

cc: Phil He, Senior Vice Chancellor for Academic Affairs
Sarah Edwards, AVC for Academic Excellence and Program Innovation

Academic Affairs
6001 Dodge Street, EAB 202 | Omaha, NE 68182-0001 | 402.554-2262 | unomaha.edu

University of Nebraska Omaha
Office of the Chancellor
6001 Dodge Street, EAB 201 | Omaha, NE 68182 | 402.554.2419 | unochancellor@unomaha.edu
unomaha.edu

University of Nebraska
Proposal for New Graduate Major or Degree

I. Descriptive Information

Name of Campus Proposing New Major or Degree
University of Nebraska at Omaha
Full Name of Proposed Major or Degree (including credential level)
Doctorate of Social Work
Degree to be Awarded to Graduates of the Major
DSW
Other Programs (including Certificates, Majors, or Degrees) Offered in this field by this institution
Bachelor of Science in Social Work, Master of Social Work
CIP Code: 6 digit *[Browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]*
51.1503
Subject Code
Social Work
Administrative Unit(s) for the Major or Degree
Grace Abbott School of Social Work, College of Public Affairs & Community Service
Proposed Delivery Site
University of Nebraska at Omaha
Program will be Offered *[full program, not individual courses]*
__On-campus X Online (asynchronous) X Synchronous Distance ___ Hybrid/Blended of Selected
Program leads to professional licensure or certification
X no _____ yes If yes, complete Appendix D: Professional Licensure and Certification.
Proposed Date the New Major or Degree will be Initiated
Upon approval

II. Details

A. Purpose of the Proposed Major or Degree:

Social work education at the baccalaureate, master's, and doctoral levels shapes the profession's future through the education of competent professionals, generation of knowledge, promotion of research-informed practice through scientific inquiry, and the exercise of leadership within the professional community.[1] The Grace Abbott School of Social Work (GASSW) has offered a bachelor's degree (BSSW) and master's degree in social work (MSW) for over 50 years, and until 2021 was the only higher education institution in Nebraska to offer the master's degree. Today, it remains the only public institution in Nebraska to offer the master's degree. Typically, bachelor level social workers are employed in entry-level case management positions, working with vulnerable populations, assessing

[1] Council on Social Work Education, 2015.

their needs and linking them to services. With a Master of Social Work (MSW) degree, the range of practice opportunities deepens and broadens - from a micro focus, e.g., delivering mental health therapy in a private practice, to a macro focus, e.g., developing social service programs for non-profit agencies. While the MSW degree has long been considered the terminal degree, national professional organizations[2], labor market trends, and local research indicate a growing interest in, and need for, doctoral education.

MSW graduates living in Nebraska and surrounding states have two primary decisions if they choose to pursue a doctorate:

1) Are they interested in a career as an academic researcher/professor or an advanced practice degree?
2) Are they able and willing to relocate and/or pay out-of state tuition?

Regarding the first question, doctoral social work education is available in two ways. The Doctor of Philosophy in Social Work (PhD) places emphasis on research and higher education instruction. Typically, graduates pursue careers as academic researchers or professors. The Doctorate in Social Work (DSW), on the other hand, is a professional practice degree focused on developing practitioner-scholars who create, translate, and advance social work practice knowledge; engage in systematic inquiry; and apply and disseminate research-informed knowledge, values, ethics, and skills in social work through advanced clinical practice, professional leadership, and higher education instruction.[3]

Regardless of whether a Nebraska resident seeks a PhD or DSW, there are no options in our state. Of the 78 PhD programs in the United States, there are only 20 in the Omaha Urban Rate (OUR) Tuition Region[4], and all require the student to relocate to pursue the PhD. There are 37 DSW programs in the United States, and only eight in the OUR region.

Some DSW programs require in-person attendance; some have online programs. Regardless, students are required to pay out-of-state tuition rates. Given that the Grace Abbott School of Social Work is the main social work program in Nebraska, and that there are no PhD or DSW programs in the area, the time is right for UNO's GASSW to consider a doctoral program.

To meet the increasing labor needs for social work leaders, and to continue to lead the state of Nebraska in providing higher education instruction, in this proposal we discuss the rationale, description, curriculum, and resources needed to establish a Doctorate in Social Work (DSW) degree at UNO's Grace Abbott School of Social Work (GASSW).

B. Description of the Proposed Major or Degree:

The GASSW proposes a DSW program to strengthen social work leadership in clinical practice, administrative, and higher education settings. This professional doctoral program will prepare graduates to:

- Advance practice through innovative approaches

[2] CSWE/GADE Report on the Current Landscape of Doctoral Education in Social Work, 2020.
[3] Council on Social Work Education Accreditation Standards, for Professional Practice Doctoral Programs in Social Work, 2020.
[4] The Omaha Urban Rate Tuition Region includes: CO, KS, KY, IL, IN, IA, MI, MN, MO, MT, ND, OH, SD, WI, WY

- Use and critically evaluate research and knowledge
- Engage in scientific inquiry that reflects doctoral level scholarship in social work;
- Develop and disseminate practice-relevant research-informed knowledge through a variety of channels, such as teaching, scholarship, professional presentations, mentoring, and administration;
- Provide leadership in social work practice and/or education; and
- Develop and maintain substantive expertise in advanced practice.[5]

The proposed DSW program totals 51 hours and in designed as a cohort model, with students taking two to three courses each semester. If students follow the planned course of study, they can complete all degree requirements within three years. The courses are offered online and include both synchronous and asynchronous components. The proposed plan of study is as follows:

Fall I (Orientation prior to Fall) * 7 credits	**Spring I** 7 credits	**Summer I** 6 credits
Session I: Doctoral Seminar I: Introduction to Doctoral Education (1) SOWK Leadership: History, Philosophy, and Macro Practice (3) **Session II:** SOWK Advanced Clinical Practice: Theoretical Perspectives (3)	**Session I:** Doctoral Seminar II: Critical and Analytical Thinking Skills (1) Implementation Science and Program Development (3) **Session II:** Data-Driven Decision Making and Continuous Quality Improvement in SOWK Practice (3)	**Session I:** Research Methods (3) Supervision, Ethics, and Professional Practice (3)
Fall II 7 credits	**Spring II** 6 credits	**Summer II** 3 credits
Session I: Doctoral Seminar III: In-Depth Exploration of SOWK Practice Area (1) Program Administration and Financial Management (3) **Full Semester:** Qualitative Research (3)	**Session I:** Program Evaluation and Assessment Measures (3) **Session II**: Using Technology in SOWK Practice (3) Optional Independent Study (1-3)	**Session I:** Dissertation Project I: Generating a Proposal: Scope and Lit Review (3)
	Comprehensive Exam	**Students Admitted to Candidacy****

[5] Council on Social Work Education Accreditation Standards for Practice Doctorates, 2020.

Fall III 6 Credits	**Spring III** 6 credits	**Summer III** 3 credits (3 credits can be taken in the Fall if needed)
Session I: Dissertation Project II: Data Collection and Analysis (3) Product: Program Development Project **Session II:** Writing for Presentations and Publications (2) Marketing and Communication in SOWK Practice (1)	**Full Semester**: Dissertation Project III: (6) Product: Developing a Publishable Paper This course is 14 weeks with a one week break in the middle.	**Sessions I:** Dissertation Project IV (3) Product: Developing a Professional Presentation
Dissertation Approval Meeting		**Dissertation Submitted** **Oral Defense**

*Students will participate in an orientation the summer prior to the start of classwork. Topics to be covered include Program Overview and Expectations; Professional Development and Ethics; Mentoring and Support; and Building Community and Belonging. Students also will meet faculty and staff and become aware of resources available to them.

**Students are admitted to doctoral candidacy at the end of the second year of classes. Once students reach candidacy, they continue to complete the plan of study as outlined, including the dissertation approval meeting, submission, and defense. The proposed plan of study ensures students can complete the degree in three calendar years.

C. Student Learning Outcomes

Graduates of the DSW program will:

- Advance their professional practice in social work and leadership.
- Draw on a range of theoretical, empirical, and professional sources of knowledge about social work practices to develop and evaluate innovative, ethically grounded approaches.
- Assume leadership roles in the development of evidence-based practice models and standards of care for vulnerable populations.
- Generate client, program, and system outcomes research that guide practice improvements.
- Demonstrate skills in selecting and implementing evidence-based state-of-the-art interventions.
- Continuously critique practice models, seeking professional growth and development appropriate to the area of practice.

DSW students will demonstrate these outcomes by successfully completing a dissertation project. The dissertation project will be a substantial scholarly, practice-focused, and impactful product that demonstrates the student's ability to apply social work knowledge and research skills to address a complex social issue or problem. The three products of the dissertation project are (1) a comprehensive program development project, (2) one publishable paper, and (3) a presentation prepared for a professional conference.

D. Admissions

The GASSW DSW program will accept up to 20 students into the program each academic year. The criteria and procedures for admitting students into the DSW program adhere to those required for the MSW program at GASSW. The criteria for admission include:

- Completed application
- MSW from a Council on Social Work Education (CSWE) accredited institution
- Transcripts from all previously attended institutions
- 3.0 GPA on a 4.0 scale (applicants with a 2.7 GPA may be accepted on a provisional basis)
    - Students accepted on a provisional basis must earn a B or better in their first 12 credits to remain enrolled in the program.
- Proof of English language proficiency
    - Internet-based TOEFL: 80
    - IELTS: 6.5
    - Duolingo: 110
    - PTE: 53
- Two years relevant work experience post MSW degree
- Three letters of recommendation from references who can evaluate work and academic achievement
- Resume or CV indicating educational background and work experience
- Statement of Purpose
- Application fee (to be determined)

Applications for the doctoral program will open by September 1 with a priority application deadline of December 1. The final application deadline will be March 1 and will be reviewed on a space-available basis.

E. Program Curriculum

The plan of study is the design and delivery of the formal education, and includes the courses, course content, and required academic products. The DSW curriculum prepares students for substantive expertise beyond the master's level in at least one area of social work practice.

Required Courses: Course Code and Title	Major/Degree Credit Hours	Prerequisites, if applicable	Course and Lab Fee	New or Existing Course
Doctoral Seminar I, II, and III	3 (1 per seminar)	Admission to DSW		New
SOWK Leadership: History, Philosophy, and Macro Practice	3	Admission to DSW		New
SOWK Advanced Clinical Practice: Theoretical Perspectives	3	Admission to DSW		New

Implementation Science and Program Development	3	Successful completion of Fall I		New
Data-Driven Decision Making and Continuous Quality Improvement in SOWK Practice	3	Successful completion of Fall I		New
Supervision, Ethics, and Professional Practice	3	Successful completion of Fall I and Spring I		New
Research Methods	3	Same		Existing
Program Administration and Financial Management	3	Successful Completion of Year 1		New
Using Technology in SOWK Practice	3	Successful completion of Fall II	Yes	New
Program Evaluation and Assessment Measures	3	Same as above		New
Writing for Presentations and Publications	2	Successful completion of Summer II		New
Marketing and Communication in SOWK Practice	1	Same as above	Yes	New
Dissertation Project I: Generating a Proposal: Scope and Lit Review	3	Successful completion of Spring II		New
Dissertation Project II: Data Collection and Analysis	3	Successful completion of Summer II		New
Dissertation Project III: Developing a Publishable Paper	6	Successful completion of Fall III		New
Dissertation Project IV: Developing a Professional Presentation	6	Successful completion of Spring III		New

Electives: Course Code and Title	Major/Degree Credit Hours			
Independent Study	1-3	Doctoral Candidacy		Existing
Total	51			

The area of focus for the GASSW DSW program is social work leadership in clinical practice, administration, and higher education settings. Students begin their first semester by immersing themselves in two core courses, one focused on clinical leadership at the micro level; the other on administration and higher education at the macro level. Doctoral seminars during the first year foster intellectual exchange, networking, and skill development for students who are re-entering academia. Implementation Science and Program Development is paired with Data-Driven Decision Making and Continuous Quality Improvement in SOWK Practice because these two courses are foundational for social workers seeking leadership positions at any level of practice – micro, mezzo, or macro. These courses emphasize evidence-based research and practices, which are skills needed to evaluate and improve practice.

The accelerated nature of the DSW program requires that students take summer courses. During the first summer, Research Methods provides students an overview of quantitative and qualitative research design; while Supervision, Ethics, and Professional Practice emphasizes value-based leadership and supervision. The subsequent two summer sessions focus on the student's dissertation project, enabling them to develop and work on their project with support from peers, faculty, and their dissertation committee.

Fall of year two, students complete Qualitative Research to prepare them with research skills for their dissertation project. Students also enroll in Program Administration and Financial Management to gain skills in executive leadership, management, and budgeting, necessary for doctoral students regardless of their level of practice. The third and final doctoral seminar offered in Fall II allows students to present, discuss, and receive feedback on their dissertation project idea.

Social work leaders must be prepared to demonstrate client, program, and agency outcomes; to that end, during Spring II, students complete Program Evaluation and Assessment Measures. This course is complemented by an innovative course designed to help DSW students use technology for a variety of purposes, from client progress monitoring to budgeting to marketing social service programs.

At the end of the Spring II semester, students undergo an oral and written comprehensive exam. They must pass with an 85% or higher to be admitted to candidacy. At this time students formally begin their dissertation project.

Two additional courses are offered fall of year three: A 2 credit hour course about writing for professional presentations and publications; and a 1 credit hour course in marketing and communication in social work practice. These courses prepare DSW graduates with the tools they need to be leaders of clinical and administrative programs.

An independent study course is available as an elective for students who may need additional time to begin their dissertation project. Students may petition the DSW Committee to take an independent study to improve specific skills in nonprofit leadership, public budgeting, diagnosis and treatment of major mental illnesses, and other courses offered by schools and departments outside of GASSW.

The primary focus of the third year is the dissertation project, which culminates in three products:

1) Program development project related to leadership in clinical practice, administration, or higher education;
2) Publishable article; and
3) Prepared presentation for professional conference (which also comprises the dissertation defense)

Student Experience

In social work education, CSWE defines the implicit curriculum standard as the student learning experience within the program context or environment. Beginning with admissions and continuing through advisement, mentorship, retention, and graduation, student input, participation, and feedback are strongly encouraged.

Providing students a supportive and inclusive learning environment when the program is 100% online can be challenging as some students may feel isolated or disconnected from their peers, faculty, and program. Nevertheless, in developing this program, feedback from current students and MSW graduates combined with consultation with other DSW programs indicated a preference for an online doctoral program to allow students to continue working and attending to family obligations. It also allows them to remain in their home communities. Therefore, the DSW program will emphasize mentoring and support for students from start to finish.

GASSW offers online BSSW and MSW programs, and the faculty and staff are experienced in developing interactive online courses. Additionally, GASSW is intentional about engaging students in the following ways:

1. Students will attend an orientation prior to the start of the first fall semester. The goal is to build the cohort's sense of belonging by meeting one another, the faculty and staff, and learning about UNO resources available to support their learning. Each subsequent year as new doctoral students are admitted, the orientation will include prior cohorts so they can meet one another, share their experiences and build a sense of cohesiveness.
2. Two DSW students will be asked to participate on the DSW Committee, serving as representatives for their peers. They will work with faculty, staff, students, and community representatives to make decisions regarding the curriculum and administration of the DSW program.
3. Students will be encouraged to take advantage of the Grace Abbott Training and Supervision Academy (GATSA). GATSA provides online and in-person continuing education and professional development for social workers across the United States and beyond. GATSA has been a game changer for students, graduates, and the public in providing easy access to high quality professional development opportunities.
4. Students who face barriers in course participation will be encouraged to meet with their DSW advisor as frequently as needed to brainstorm and access needed resources.
5. Students will be invited to participate in volunteer activities at GASSW. The Student Social Work Organization (SSWO) offers online volunteer opportunities that can be performed in home communities, ranging from coordinating food drives to making blankets for children in foster care.

F. Advising

Upon admission, the DSW Program Director will serve as the initial advisor for each doctoral student. The DSW Program Director is introduced to students in the admission letter, which will be followed by an online meeting at least once prior to the orientation. Students will meet the DSW Program Director again during orientation and, as a cohort will review the plan of study. For the first half of the doctoral program, the DSW Program Director will serve as the advisor for all doctoral students, including reviewing progress toward the degree and addressing advancement questions. Students will meet virtually with the DSW Program Director at least once per semester prior to enrolling in the upcoming semester's courses.

The DSW Committee will select a Dissertation Chair for each student prior to Doctoral Seminar III. At this time, advising responsibilities will shift from the DSW Program Director to the Dissertation Chair, and the Chair will assume these responsibilities through the student's graduation. The role of the Chair is to guide the student through the dissertation project, while also mentoring the student regarding academic, personal, and professional issues.[6] The DSW Program Director and Dissertation Chair will assist the student in selecting a community mentor relevant to their dissertation project. This individual could be a leader in the student's place of employment or area of specialization with whom the student can collaborate on the dissertation project. These three individuals - DSW Program Director, Dissertation Chair, and Community Mentor - will serve as the student's dissertation committee.

G. Evaluation of Program

In the field of social work, the Council on Social Work Education (CSWE) is the national accrediting body. The CSWE Board of Accreditation (BOA) reviews and accredits BSW and MSW programs; and eligible students for the DSW program must have graduated from an accredited MSW program.

CSWE has developed Accreditation Standards for Professional Practice Doctoral Programs in Social Work, which support academic excellence by establishing thresholds for professional competence.[7] These standards were formally adopted by CSWE in April 2025, and CSWE anticipates they will begin accepting applications for accreditation by August 2025.

To be prepared for future accreditation, the GASSW is developing the DSW program to address each of the key features of the accreditation standards. Those include program mission, explicit curriculum, implicit curriculum, and assessment.
The Council on Social Work Education (CSWE) requires social work practice doctorate programs to be competency-based – preparing graduates to advance practice at the micro, mezzo, and macro levels as well as in higher education and/or professional leadership.[8]

As a competency-based program, GASSW practitioner-scholars will be prepared to:

1. Advance practice through innovative approaches;
2. Use and critically evaluate research and knowledge;

[6] Lee, M. Y., Eads, R., Bright, C. L., & Franke, N. D. (2022). Student and Faculty Perceptions of Social Work Doctoral Mentoring: Navigating Academic, Non-academic and Diversity & Inclusion Issues. *Journal of Evidence-Based Social Work*, *19*(2), 185–211. https://doi.org/10.1080/26408066.2021.2009078

[7] Professional Practice Doctoral Program Accreditation Pilot Handbook. (April 2023). Council on Social Work Education.

[8] Professional Practice Doctoral Program Accreditation Pilot Handbook. (April 2023). Council on Social Work Education.

3. Engage in scientific inquiry that reflects doctoral level scholarship;
4. Develop and disseminate practice-relevant research-informed knowledge through a variety of channels, such as teaching, scholarship, professional presentations, mentoring, and administration;
5. Provide leadership in social work practice and/or education; and
6. Develop and maintain substantive expertise in one or more areas of social work practice.[9]

Assessment and continual program improvement are integral components of the DSW program. Assessment information will be used to guide student learning, assess student outcomes, assess and improve effectiveness of the curriculum and program overall, and strengthen the assessment methods used.

Evaluation of Student Expertise and Skill:
Per CSWE accreditation standards, the GASSW DSW program must use at least two instruments to assess students' core expertise and skill. GASSW will be using the following:

1. Comprehensive Exams
    a. Written exam will assess the student's broad knowledge in the field, including theory, research methods, ethics, and practice areas.
    b. Oral exam will test the ability to communicate complex ideas, argue positions, and defend the student's work or research.
2. Dissertation Project
    a. Successful proposal of a comprehensive program development project to assess student's knowledge and skill in research design, data collection and analysis methods, understanding of relevant literature, critical thinking, ability to lead a program development process, and application of theory to practice.
    b. Publishable article that assesses competencies regarding research methodology, data analysis, analytical thinking, ethical decision-making, application of theoretical knowledge, and practical problem-solving skills.
    c. Preparation of a professional presentation that serves as the oral defense of the dissertation, to assess the student's public speaking, teaching ability, communication skills, ability to simplify complex concepts, and engage with an audience.

The student's dissertation committee will grade the comprehensive exams and dissertation project, and students must pass both with an overall score of 85% or higher.

Evaluation of Overall Program:
The GASSW DSW program also assesses program outcomes by measuring two variables, per CSWE accreditation requirements:
1. Retention rates, and
2. Time to program completion

Outcome Measure 1: Retention rate
Goal: Ensure that 60% of students who enroll in the online DSW program complete it successfully.

[9] Accreditation Standards for Practice Doctorate Social Work Program Accreditation, version 10.2024. (Oct 2024). CSWE, BOA, Department of Social Work Accreditation (DOSWA).

Assessment Tools and Methods:

A. Enrollment and Graduation Data Tracking
B. Retention Reports

Data Collection Timeline: Collect data on student enrollment, retention, and graduation rates at the end of each academic year.

Continuous Improvement Plan: If retention falls below 60%, conduct a root-cause analysis and implement targeted interventions, such as enhanced academic advising, peer mentoring, or course design adjustments.

Outcome Measure 2: Time to program completion

Goal: Ensure that 80% of DSW graduates complete the program within four years.

Assessment Tools and Methods:

A. Time-to-Degree Analysis
B. Progression Tracking

Data Collection Timeline: Collect data on time to graduation, following completion of the third academic year.

Continuous Improvement Plan: For students not meeting the four-year timeline, analyze barriers such as course availability, personal challenges, or external obligations. Provide additional resources, including flexible course scheduling, academic advising, and time management workshops.

Student feedback also is solicited as part of the overall assessment plan. The DSW program will provide opportunities for students and graduates to provide feedback on the student experience, including advising/mentorship, leadership development, and process of completing the dissertation project. After the first year of orientation, focus groups will be convened each academic year to encourage students to share feedback about their experience. At the conclusion of the program, students will receive formal surveys, designed to gather feedback about their overall experience. Additionally, by including at least two doctoral students on the DSW Committee, the Committee will consider adjustments to the program in real time based on student, staff, faculty, and stakeholder input.

H. Plan for Implementation

The proposed DSW program is built on the strong educational infrastructures, resources, and successes of existing programs in the College of Public Affairs and Community Service (CPACS). CPACS consists of an ensemble of successful undergraduate, graduate, and academic certificate programs, including six bachelor degree programs, 12 master degree programs, seven certificate programs, and three doctoral programs. The doctoral programs include:

- PhD in Criminology and Criminal Justice
- PhD in Public Administration
- PhD in Gerontology

CPACS programs have earned national recognition for excellence in education for Criminology and Criminal Justice; Gerontology; Public Administration, including the Aviation Institute and the Emergency Management and Disaster Science programs; and the Grace Abbott School of Social Work. Additionally, the Goodrich Scholarship Program has been recognized for outstanding performance and service, providing college education to Nebraska residents who otherwise could not afford it.

Of note are the number of dual degree programs within CPACS and with the University of Nebraska Medical Center that include social work. Included are the master of social work/master of public

administration degree; the master of social work/master of public health; and the master of social work/master of science in criminology and criminal justice. These existing collaborations between units and programs not only provide students with relevant knowledge and skills in their areas of interest and professional practice, they also strengthen the national reputations of CPACS and UNO.

As a major academic unit within CPACS, graduating 70-80 MSWs each year, adding a DSW not only will expand and strengthen the array of doctoral programs within the College, it will provide a natural educational pathway for graduates of the MSW and dual degree programs.

The DSW Program includes 16 new courses and course subject codes will need to be created prior to implementation. Students enrolled in the program may petition the DSW Program Director to enroll in courses outside the DSW Program on a case-by-case basis. Given the current partnerships with other CPACS units, the impact will be minimal. If students seek to enroll in courses outside CPACS, partnerships will need to be developed with the relevant unit.

GASSW has long held formal partnership agreements with over 200 community agencies throughout Nebraska and in other states due to field practicum requirements for BSSW and MSW students. Many of these agencies have long supported the concept of a DSW program, and it is expected that the implementation of the DSW program will strengthen those partnerships.

Other Information (as applicable)

The implementation plan relies upon the existing administrative and governance structure of GASSW, with the addition of a DSW Program Director and creation of a DSW Committee to oversee and manage the program.

Administrative and Governance Structure:
Eleven standing committees, two graduate sub-committees, and ad hoc committees comprise GASSW's governance, and include social work faculty, staff, students, and community representatives. Committee members are responsible for initiating, monitoring, and evaluating all GASSW policies and procedures.

The committee structure facilitates democratic faculty participation in program planning and governance, goal setting and decision making, and the fulfillment of the mission, goals, and objectives of GASSW. Ad hoc committees are appointed by the GASSW director as needed. Planning and decision-making regarding policies are initiated from within the various committees and moved through appropriate channels before final presentation to the Faculty Staff Roundtable committee. These practices assure the faculty, staff, students, and community representatives have opportunity for engaged participation in program governance.

Meetings are hybrid, occurring in person and via Zoom, facilitating participation from all members. The committees are:

- Admissions Committee – includes faculty members and BSSW, MSW and DSW students; recommends admission policies, procedures, and standards to the Faculty Staff Roundtable.
- Assessment Committee – links GASSW mission to program goals and to the curriculum structure. Devises strategies for assessment at the classroom, community, and statewide level for BSSW, MSW, and DSW programs.

- BSSW Committee – Improves the student experience in the BSSW program by monitoring the curriculum, program policies, and overall student performance. Solicits and welcomes feedback from BSSW students, faculty, staff, and community representatives.
- Graduate Program Committee – umbrella committee responsible for DSW and MSW program planning, admissions, policies, and curriculum.
    - DSW Committee – improves the student experience in the DSW program by monitoring the curriculum, program policies, and assigning Dissertation Chairs to students. Solicits and welcomes feedback from DSW students, faculty, staff, and community representatives.
    - MSW Committee – improves the student experience in the MSW program by monitoring the curriculum, program policies, and overall student performance. Solicits and welcomes feedback from MSW students, faculty, staff, and community representatives.
- Curriculum Committee (ad hoc) – responsible for all curriculum-related activities, including syllabus development/changes and approval, monitoring curriculum policy and compliance with CSWE, and periodic review and revision of curriculum.
- Engagement Committee – responsible for connecting implicit curriculum with external stakeholders; gathers data on interaction between external and internal stakeholders; arranges alumni, donor, and student events. Includes students, faculty, and staff.
- Faculty Staff Roundtable – responsible for final decisions on school policies. Consists of full and part-time faculty, staff, and graduate assistants. Recommendations from all committees are brought to the Faculty Staff Roundtable for democratic decision-making.
- Field Committee – responsible for graduate and undergraduate field policies. Reviews field procedures, considers student special requests, etc.
- Personnel Committee (ad hoc) – considers general personnel issues and policies, makes recommendations to the Faculty Staff Roundtable, and serves in an advisory role to the director on personnel issues.
- Reappointment, Appointment, and Tenure (RPT) Committee – annually review and make recommendations on all faculty applications for RPT.
- Scholarship Committee – communicate availability of scholarships to students, receive and evaluate applications, and make and announce awards.

III. Review Criteria

A. Centrality to the Campus Role and Mission

The practitioner-scholar focus of the DSW is consistent with UNO's mission as a metropolitan university to "…transform and improve the quality of life locally, nationally, and globally[10]" and GASSW's mission to "educate students to become highly qualified social workers who serve all people, influence the systems that affect them, advance knowledge through teaching and research, engage with communities, and promote societal wellbeing."[11] The mission of UNO and GASSW reflect action, collaboration, and community involvement.

The program mission of the DSW program is informed by a commitment to students' attainment of core expertise and skills in social work leadership; grounded in the purpose of social work; the core values of the profession; and informed by the program's context.

[10] UNO Mission. https://www.unomaha.edu/strategic-planning/mission-and-values.php

[11] GASSW Mission. https://www.unomaha.edu/college-of-public-affairs-and-community-service/social-work/student-resources/index.php#:~:text=The%20mission%20of%20the%20Grace,Nebraska%20at%20Omaha%20(UNO).

The mission statement for GASSW's DSW program is "to prepare social work leaders to advance the profession through clinical practice, administrative leadership, and higher education instruction, in a manner that promotes human and community well-being." This mission statement is consistent with the purpose of the profession, which is to promote human and community well-being by creating conditions that facilitate human rights and enhance life for all people, locally and globally.

The DSW, then, is a degree that fits well with the mission and goals of UNO, the College of Public Affairs and Community Service, and the Grace Abbott School of Social Work.

B. Relationship of the proposal to the University of Nebraska strategic priorities

The University of Nebraska's strategic plan includes five foundational pillars defining the future of higher education in Nebraska.[12]

- Extraordinary Teaching and Learning
  Adding a DSW program enables students to create personalized learning opportunities tailored to their specific and unique areas of practice, including advanced clinical practice, administration, and higher education. Faculty teaching in the DSW program will implement new and transformative online teaching strategies that will stimulate their teaching, research, and service. A hallmark of the DSW is that it is a competency-based curriculum, focused on teaching advanced practice skills necessary for social work leadership now and in the future.
- Extraordinary Research and Creative Activity
  The field of social work is built on collaboration, alignment, and growth by developing cross-campus/integrated collaborations in research and practice. GASSW capitalizes on this by partnering with other programs (criminal justice, public administration, business, etc.) to offer continuing education; by partnering with community agencies to lead action-based research; and by building sustainable programs – the Grace Abbott Training and Supervision Academy, for example – that accelerate innovation, technology transfer, and commercialization of innovative social work practices – for graduates, professionals, and the general public. Adding the DSW program will advance the research and creativity of GASSW and UNO, as students will work with faculty across NU to conduct research and creative activity to complete their dissertation.
- Extraordinary Partnerships and Engagement
  The foundation of social work is built on foundational knowledge extrapolated from psychology, sociology, biology, and anthropology, and as a result, the DSW program will help to eliminate silos in several ways: 1) Collaborations with other units to deliver courses needed by social work leaders; for example, research, technology, and marketing and communication. 2) Working with dissertation committees that include faculty members outside GASSW, DSW students will strengthen partnerships between social work and other programs and units; and 3) Given that the dissertation is a practice-based project, the DSW program will facilitate engagement with public and private organizations in the community. The goal of partnerships is two-fold – demonstrate the value of collaborations and lead to the overall betterment of individuals, groups, organizations, and communities.
- Extraordinary Culture and Environment
  As previously discussed, creating an environment that welcomes and engages students in a way that meets the needs of online students is a high priority of the DSW program. Not only will this support students' personal and professional development, but it will also enhance a sense of belonging and build a thriving campus community.

[12] https://nebraska.edu/strategic-plan

- Extraordinary Stewardship and Effectiveness
  Students seeking doctoral degrees in social work have had to leave the state to pursue advanced education. By developing the DSW program at UNO, students who prefer to live and work in Nebraska are more likely to remain here. This drives value for students, GASSW, and the overall NU system by creating access, affordability, academic excellence, and robust social work leadership.

C. Consistency with the Comprehensive Statewide Plan for Post-Secondary Education
https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/CompPlan.pdf*]*

Following are seven categories identified by the Comprehensive Statewide Plan as key to the future of postsecondary education in Nebraska, and the ways that the DSW program addresses each.

- Postsecondary education for Nebraska's future
  The development of the DSW program shows responsiveness to the changing academic, workforce, societal, economic, cultural and community development needs in Nebraska and across the country. Nebraska MSW graduates are seeking doctoral education and prefer it be offered in Nebraska, thereby reducing the "significant out migration of Nebraska graduates." Organizations and institutions that provide social services, mental health therapies, and higher education in social work need highly skilled leaders, and the DSW program meets that need. Given the DSW program will be offered fully online, the program will appeal to non-traditional students who may have family and work obligations. Finally, there is no other DSW program in the state and by offering a DSW program at UNO, social work students seeking an educational pathway toward the highest attainable degree will be able to accomplish that goal in Nebraska.
- Meeting the educational needs of students
  The GASSW DSW program will collaborate with accredited MSW programs in Nebraska and throughout the country to offer accessible education at an affordable cost. By structuring the program in a way that supports successful completion of the coursework and dissertation project, students are much more likely to graduate within three years, which is atypical for most doctoral programs. Access is available to all MSW graduates who have two years of relevant experience which reduces the obstacles that can occur when deliberating about course or program transfers. Also available to students is the Grace Abbott Training and Supervision Academy (GATSA), where they have opportunities for life-long learning in human service topics provided by experts in their fields. Arguably most important, the GASSW DSW program will be student-centered, exemplified by dedicated support from their advisor and dissertation chair, access to academic assistance, linkages to basic needs and resources, and support for personal counseling if needed.
- Meeting the needs of the state
  GASSW is responsive to the workforce development and training needs of employers in Nebraska. The GASSW director and faculty engage with community organizations across the state to stay current on workforce needs, which is a primary reason for the proposal of a DSW program. Additionally, the Grace Abbott Training and Supervision Academy provides training and education about current trends and issues, ensuring graduate students and alumni have the skills needed by Nebraska employers. GASSW and GATSA provide training and education across the state, in online and in-person formats, ensuring access to rural and urban communities. Adding the DSW program will facilitate even more training opportunities as doctoral students will share their research and dissertation projects through GATSA. The faculty of the Grace Abbott School of Social Work conduct collaborative research with community organizations and public institutions, and DSW students will have the opportunity to work side by side with them to contribute to the health and prosperity of communities and the vitality of the state. The

purpose of the profession of social work is to help individuals lead productive fulfilling lives and the DSW program will prepare future leaders who will further that vision in the communities in which they work and live.

- Meeting needs through exemplary institutions
  According to the Postsecondary Comprehensive Plan, "UNO has statewide responsibility for graduate-level programs in Criminal Justice, Social Work, Gerontology and Public Administration. Of those units, only social work is lacking a doctoral program. The needs assessment clearly demonstrated the need for a DSW program to be offered by UNO, and the Grace Abbott School of Social Work has the administrative support, fiscal capacity, and human resources to meet the need.
- Meeting educational needs through partnerships and collaborations
  The Grace Abbott School of Social Work has developed robust partnerships with community colleges, state colleges, private institutions and other units within the NU system, specifically the College of Public Affairs and Community Service located at the University of Nebraska-Lincoln, and the College of Public Health at UNMC. Other examples include course collaboration and recruitment efforts at Southeast Community College and Metropolitan Community College; networking with Chadron State College as they offer the BSW; and working with private institutions including York State University, Creighton University, and Nebraska Wesleyan to share program ideas and recruit students. Creighton University and Nebraska Wesleyan employ UNO graduates as chairs of their social work programs which strengthens their relationships with GASSW. GASSW also partners closely with the Department of Health and Human Services, Children's Nebraska, the Nebraska Association of Social Workers, the School Social Work Association of Nebraska, and other public and private non-profit organizations that conduct research, and train in best practices. These collaborative relationships exemplify GASSW's strength in partnering with community agencies and higher education institutions. One final note: Of the peer institutions listed in the Postsecondary Comprehensive Plan, none have a DSW program, positioning UNO to become the DSW program leader among its peers.[13]
- Statewide facilities plan
  The DSW program will be fully online and does not require additional physical facilities for its operation. Nonetheless, UNO maintains a safe and accessible campus, and the graduate programs are cost effective and flexible to adapt to future university and community needs.
- Guidelines for distance learning
  Because the DSW program will be an online program, the guidelines for distance learning need to be clearly described, communicated, and upheld. In Section F of this proposal, there is a comprehensive list of technological supports and services available for students, faculty, and staff.

D. Evidence of Need and Demand

1. Need:

According to the Behavioral Health Education Center of Nebraska (BHECN), "There are many students interested in the field [of behavioral health] and a lack of ability to train them all. This will become worse as the behavioral health population ages and the number of retirees exceeds the number of students that are trained."[14] With this information about shortages in the behavioral health workforce and faculty in Nebraska, GASSW completed a comprehensive needs assessment to determine the need for a doctoral program in social work. First, we conducted a market analysis to evaluate the national,

[13] Peer group for UNO: Cleveland State, Eastern Michigan, Northern KY, Univ of TN-Chattanooga; Univ of Central OK; Univ of CO Springs; Univ of MO-St. Louis; Univ of NC Greensboro; Univ of No FL; Wichita State.

[14] https://govdocs.nebraska.gov/epubs/U4850/B002-2016.pdf

regional, and local demand for social workers as well as institutional completion rates for PhDs and DSWs. Then, in fall 2024 GASSW facilitated eight focus groups to assess whether there was sufficient need for a PhD or DSW, and if so, preferences in the format, content, and delivery of the program. The results of both follow:

Market Analysis[15]

An assessment of the labor market between November 2023 to October 2024 reflected a 3 to 1 posting for social workers, indicating a consistent and steady need for advanced social work professionals. Further, most job postings preferred a candidate with a doctoral level degree. Second, a review of PhD and DSW programs in the OUR region showed a clear increase in completions of DSW programs as compared to PhD programs, with an astounding 188% growth in DSW completions between 2019-2023. In contrast, PhD programs resulted in only a 13% completion rate. According to Mr. John Kerins, Senior Data Analyst with the UNO Division of Innovative and Learning-Centric Initiatives, this increase in DSW completions parallels that of highly technical fields and artificial intelligence, indicating high growth, high demand, and a "fantastic market to get into."

The market analysis also included an assessment of DSW programs located near UNO. The Gray Decision Intelligence (Gray DI) dashboard showed there are no competitors inside the 120-mile radius used to "define in-market."[16] The number of "Campuses with Graduates" in our market is 0 and the "Institutions with Online In-Market Students is also 0, meaning that there are no competitors in our market." For more detail, Mr. John Kerins included the Lightcast Programs by Locations data set. This analysis looks at the 200-mile radius from UNO, which includes the closest competitor to be the University of Kansas's DSW program. This program is 189 miles away by car. There are no additional competitors within 200 miles that reported completions under the social work CIP code and doctor's degree award level in 2023.

Focus Groups

The Grace Abbott School of Social Work contracted with an independent facilitator to conduct eight focus groups with a two-fold purpose: 1) Determine whether there is local interest in a doctoral program, and, if so, 2) whether the preference is for a PhD or DSW. Other questions were designed to gauge interest in preferred method of instruction, specialization, and potential obstacles that could hinder the pursuit of doctoral education.

The Director of GASSW extended personalized email invitations to all current MSW students, all MSW alumni, and known individuals in Nebraska holding either a PhD in social work or a DSW. Thirty-seven individuals participated and the groups were held at various times of day to accommodate work schedules.

The results of the focus groups showed that participants prefer a DSW over a PhD evidenced by the high interest in pursuing advanced social work practice, higher education instruction, and leadership skills. Only one participant indicated no interest in a doctoral degree as they had achieved their educational and career goals. Current MSW students interested in higher education instruction and leadership positions were especially interested in a doctoral program, and they preferred it be offered

[15] Kerins, J. (Nov 2024). Program overview: Social work doctoral program. Division of Innovative and Learning-Centric Initiatives, UNO.

[16] Gray Decision Intelligence, PES Markets Program Summary Report. Program 44.0701 Social Work.

by UNO's GASSW. Most MSW participants currently work in organizations where a doctoral degree would facilitate career advancement, and they believed the doctorate would allow them into higher level decision-making spaces. Some participants reported the increased knowledge and expertise would lead to professional recognition for themselves as well as advancement of the social work profession as a whole. Only those participants holding a PhD preferred a PhD program that focused on academic research and higher education instruction. Notable is that these individuals held research and/or faculty positions in academic settings. All others indicated more interest in applied research that leads to practice and/or policy improvements.

In summary, the market analysis and focus group findings showed a strong preference for a DSW program over the PhD. The DSW is a more marketable degree, leads to more degree completions, and is perceived to have more overall benefits than the PhD. Specifically mentioned were advanced expertise, more respect in the workplace and community, opportunities for career growth, and potential for higher income. One final surprising finding was the number of focus group participants expressing a desire for UNO's GASSW to develop the doctoral program. Their loyalty to the school and university was impressive, as was their clear commitment to live and work in Nebraska.

2. Demand:

PhD programs depend on public and private grant funding to subsidize doctoral students' education and generally, these students focus on conducting academic research with tenured faculty members. As a result, most PhD programs admit fewer than 10 students per year. In contrast, DSW programs largely are funded through tuition and fees directly generated by students in the program. Tuition is projected based on estimated annual enrollments of 20 students, with an average credit load of 17 credits per year per student and a tuition rate of $401 per credit hour for in-state applicants, $848 for out-of-state applicants, and $602 per credit hour for OUR residents.

Given that:

- UNO graduates 95% of all MSWs in the state of Nebraska;
- 70-80 students graduate each year;
- The nearest DSW program is 189 miles away; and
- The majority of focus group participants prefer to attend a DSW program in Nebraska

GASSW anticipates 20 students will enroll each of the first five years of operation. Additionally, because the program will be 100% online, it is expected that UNO MSW graduates living in other states also will seek admission into the DSW program. It further is expected that, with communication and marketing efforts, MSW graduates from other colleges and universities will seek admission to the GASSW DSW program.

Table 1: Five Year Enrollment and Graduate Projections

	2027-28	2028-29	2029-30	2030-31	2031-32
Continuing Students	0	15	28	28	28
New Admits	20	20	20	20	20
Total Enrolled	20	35	48	48	48
Graduates	0	0	13	13	13

Est. Retention Rate of New Admissions	75%	75%	75%	75%	75%
Est. Retention Rate of Continuing Students	0%	85%	85%	85%	85%

E. Avoidance of Unnecessary Duplication

There are six bachelor of social work degree programs in Nebraska, three public and three private. They include Chadron State College, Creighton University, Nebraska Wesleyan University, University of Nebraska-Omaha, Union College, and the University of Nebraska-Kearney. Until fall of 2021 when Nebraska Wesleyan entered the market, UNO was the only Nebraska college or university to offer the MSW. UNO continues to be the only public institute of higher education to offer the MSW in Nebraska.

The University of Kansas offers the nearest DSW program, and at 42 credit hours, can be completed in two to three years. The area of specialization for the KU program is administrative leadership and higher education teaching. In contrast the GASSW DSW program requires 51 credit hours, and focuses on social leadership at the micro, mezzo, or macro level.

Nationally, there are over 35 DSW programs in the country and the majority are offered online. This suggests that interested DSW students could apply to and attend any number of programs in the country. However, the focus group findings indicate that Nebraska residents interested in a DSW are not flocking to programs offered in other states. Rather, they prefer a Nebraska DSW program not only because of their loyalty to GASSW, but also because of the quality of the faculty, the support available for students, and the reasonable tuition rates.

F. Adequacy of Resources:

1. Faculty/Staff

<u>Faculty</u>
The Council on Social Work Education (CSWE) requires two new full-time doctoral-level faculty be assigned to the DSW program. One full-time 12 month DSW Program Director will need to be hired by fall 2026 to accept applications for fall 2027 admission. This position will not require new funding; we will repurpose a position that will be vacated in December of 2025 due to a retirement. An additional 1.0 FTE doctoral level tenure-track faculty will need to be hired to begin in Year 2 of the program. And an additional 1.0 FYE doctoral level tenure-track faculty to begin in Year 3 of the program.

Per CSWE accreditation requirements, the majority of faculty who teach in the program must have an MSW from a CSWE-accredited program and a minimum of two years post-master's social work practice experience. GASSW meets these requirements with 11 full-time doctoral-level faculty and four full-time MSW faculty. GASSW anticipates three retirements among senior faculty by May 2026, reducing the number of full-time doctoral level faculty from 11 to 8. To implement a DSW program, these

positions will need to be replaced – all of which are tenure-track positions and one of which is a 12 month appointment.

Prior to fall 2027, the Program Director, in conjunction with the DSW Committee, will develop 9 new courses, two of which are micro courses. They also will develop three - 1 credit hour doctoral seminars. An additional four courses will be developed for the dissertation project. In sum, a total of 16 new courses will be developed for the DSW program.

Upon program launch, each graduate faculty member serving as a dissertation chair will supervise up to four DSW students beginning in year two, with a maximum of eight students by year three. This enables faculty members to teach two courses per semester.

The faculty – student ratio for the doctoral program will be 1:20; and it is expected that one graduate faculty member will supervise up to four doctoral students per year. Given that the DSW Program Director serves as advisor in the first year, a graduate faculty member could be working with 6-8 doctoral students by year 3 based on estimated retention rates of 75% after year one, and 85% after years two and three.

Support Staff

GASSW support staff includes 5.5 FTEs: the assistant director, student services administrator, undergraduate academic advisor, graduate academic advisor, continuing education and community outreach specialist, and a part-time senior outreach director. Two part-time graduate assistants provide administrative support. An additional 4 FTEs are allocated to field experience duties, which are required for the BSSW and MSW programs, but not the DSW program.

The DSW program will require 1 FTE Student Support Specialist be added, whose role will be to serve as the assistant to the DSW Program Director. This position is expected to be added by Fall 2026 to prepare for the launch. One graduate assistant position will be added to support research initiatives.

2. Library/Information Resources

Library

The UNO Criss Library offers multiple formats to assist online DSW students with access to assistive technology. These include technological accessibility, teletypes for the hearing impaired, talking software and enlarged viewer screens for visually impaired students, services to access books for online students, and provision of alternative testing options for online students.

Technology

GASSW provides equitable computer-mediated access and services to all students regardless of location or learning modality. UNO's MavTECH Help Center offers support services aiding with Duo Two-factor Authentication, claiming accounts, finding passwords, and supporting a variety of technological platforms. Information Technology Services ensures UNO's technology is regularly updated and sufficient for the delivery of high-quality online teaching. If a student needs help with a technological issue when attempting to access or use Canvas, Zoom, VPN, OneDrive or other UNO-supported technology, the student may contact the MavTECH Help Center via email, chat, phone, or toll-free and receive instant support.

UNO's Information Technology Services supports the major computer systems on UNO's campus including email and Canvas, as well as the campus network and telecommunications. Examples of support include the MavTECH Help Center, ability to check out laptops and Wi-Fi hotspots free of charge, assistance with configuring office phones and voice mail, and contact information for the Client Services Team.

Instructional technology is also provided for faculty and includes platforms and resources such as Canvas, UNO Academic Video (record video presentations), Zoom (meetings & class delivery), TurnItIn (plagiarism prevention), Respondus Lockdown Browser (cheating prevention), Classroom Response Systems (clickers), Qualtrics (surveys), Personal Cloud Storage, and Course Design Reviews (feedback on digital course organization/design).

If faculty or staff need immediate support, the Information Technology landing page includes the ability to ask for help via email, chat, phone, or toll-free[17].

UNO's Division of Innovative & Learning-Centric Initiatives (referred to as the "Division") was created to support the digital learning ecosystem and campus-wide instructional design services. The Division provides several services to "amplify excellence in online/hybrid education and teaching with technology."[18] Examples are listed here:

- Innovation funding – grant funds for faculty, departments, and colleges that engage in digital learning and innovation. Included are funds for digital learning workshops, faculty presentations, humanizing online courses, online course development, and asynchronous training for faculty.
- The Office of Digital Learning, located in the Division, supports the integration of digital technology and the use of multimedia to enhance student success. The Office helps faculty design courses for online learning, develop engaging instructional materials, and use technical tools to enhance the digital learning experience.
- Online program development can aid faculty in optimizing online learning as well as link faculty to Open Educational Resources and market research.
- The Applied Research in Technology Lab is another service available through the Division. This Lab partners with faculty researchers on studies in the areas of academic technology and cybersecurity.

In summary, UNO has made great strides to support faculty, staff, and students with supportive technology to improve the digital learning environment, to build faculty and staff competencies in utilizing technology, and to enhance students' online experience.

3. Physical Facilities and Equipment

Three office spaces with desks, computers, phones, and other supplies will be needed for the two added faculty members and one student support specialist.

4. Budget Projections [include Table 1 and Table 2] (attached)

Table 1: Projected Expenses

Make sure to add 1 FTE by Fall 2026, and another by Fall 2027. Also add 1 FTE Student Support Specialist by Fall 2026

[17] https://www.unomaha.edu/information-technology-services/index.php

[18] https://www.unomaha.edu/innovative-and-learning-centric-initiatives/about-us/welcome.php

TABLE 1: PROJECTED EXPENSES												
UNO Doctorate of Social Work												
	(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	$ 144,000	2	$ 235,000	3	$ 326,000	3	$ 326,000	3	$ 326,000		$ 1,357,000
Professional	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -		$ -
Graduate assistants[2]	1	$ 32,000	1	$ 32,000	1	$ 32,000	1	$ 32,000	1	$ 32,000		$ 160,000
Support staff[2]	1	$ 65,000	1	$ 65,000	1	$ 65,000	1	$ 65,000	1	$ 65,000		$ 325,000
Subtotal		$ 241,000		$ 332,000		$ 423,000		$ 423,000		$ 423,000		$ 1,842,000
Operating												
General Operating [3]		$ 10,000		$ 10,500		$ 11,000		$ 11,500		$ 12,000		$ 55,000
Equipment [4]		$ 7,500		$ 3,500		$ 3,500		$ 1,500		$ 1,500		$ 17,500
New or renovated space [5]		$ -		$ -		$ -		$ -		$ -		$ -
Library/Information Resources [6]		$ -		$ -		$ -		$ -		$ -		$ -
Other [7]								$ 32,000		$ 7,500		$ 39,500
Subtotal		$ 17,500		$ 14,000		$ 14,500		$ 45,000		$ 21,000		$ 112,000
Total Expenses		$ 258,500		$ 346,000		$ 437,500		$ 468,000		$ 444,000		**$ 1,954,000**

FOOTNOTES

[1] Funding for DSW Program Director position comes from an existing salary line. Additional 1.0 FTE tenure-track faculty will be added for Year 2 and Year 3. Any increases negotiated through collective bargaining not included.

[2] One 1.0 FTE Student Support Specialist and one Graduate Assistant will be added, each to begin year 1.

[3] Includes faculty search costs, advertising and student recruitment, research travel, professional development, and Doctorate-level professional memberships.

[4] Includes set-up costs including computers, monitors, phones, software, etc.

[5] Sharing space within the Social Work offices and CPACS facilities keeps costs low.

[6] N/A

[7] Year 4 includes CSWE Accreditation fees. Once accredited, annual fees are included.

TABLE 2: REVENUE SOURCES						
UNO Doctorate of Social Work						
	(FY 2027) Year 1	(FY 2028) Year 2	(FY 2029) Year 3	(FY 2030) Year 4	(FY2031) Year 5	**Total**
Existing Funds [1]	$ 144,000	$ 144,000	$ 144,000	$ 144,000	$ 144,000	$ 720,000
Required New Public Funds						$ -
1. State Funds						$ -
2. Local Tax Funds (community colleges)						$ -
Tuition and Fees [2]	$ 136,340	$ 238,595	$ 327,216	$ 327,216	$ 327,216	$ 1,356,583
Other Funding						$ -
1						$ -
2						$ -
3						$ -
Total Revenue	$ 280,340	$ 382,595	$ 471,216	$ 471,216	$ 471,216	$ 2,076,583

FOOTNOTES

[1] Funding for DSW Program Director position comes from an existing salary line.

[2] Tuition and fees generated by the DSW Program.

Catalog Copy for

Doctorate in Social Work (DSW) (Long Version)

Program Overview

The Doctorate in Social Work (DSW) program is designed for experienced social work professionals seeking to advance their leadership, practice, and impact within the field. The DSW prepares graduates to advance clinical practice, lead complex organizations, and implement innovative, evidence-based solutions to the most pressing interpersonal and social challenges of our time.

Program Features

- **Flexible Format**: Delivered in a fully online format to accommodate working professionals.
- **Practice-Focused Curriculum**: Emphasizes applied research, advanced clinical and administrative practice, and implementation science.
- **Leadership Development**: Equips students with strategic, ethical, and inclusive leadership skills tailored for high-impact roles across public, non-profit, and private sectors.
- **Dissertation Project**: Students complete a culminating applied dissertation project that demonstrates their ability to design, implement, and evaluate solutions in real-world settings.

Who Should Apply

Ideal candidates are licensed or certified social workers, administrators, educators, or policy advocates with an MSW and a minimum of two years of post-MSW experience. The program is designed for professionals who are ready to elevate their practice and lead change at the clinical, organizational, community, or societal level.

Career Pathways

Graduates of the DSW program are prepared to pursue leadership roles in nonprofit and public agencies, healthcare systems, higher education, policy organizations, and beyond. Alumni often become clinical directors, faculty members, executive administrators, or thought leaders influencing the future of social work practice and policy.

Catalog Copy for DSW Program (Short Version)

Our Doctoral Program in Social Work (DSW) offers an advanced, implementation science-driven curriculum designed to equip the next generation of leaders in the field with the skills, knowledge, and expertise to address complex interpersonal and social issues. Focusing on both theoretical and practical frameworks, the program prepares students to lead advanced clinical practice, apply rigorous research, and manage complex organizations. Students will have the opportunity to explore diverse areas of social work, including mental health, organizational change, and community development, with a strong emphasis on advocating for vulnerable populations and creating meaningful, systemic change.

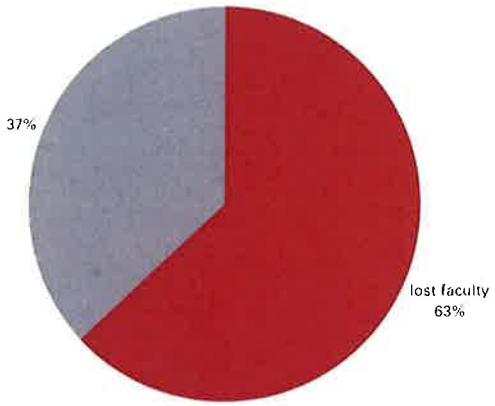
With a collaborative and supportive academic environment, our program fosters critical thinking, innovation, and a commitment to ethical practice. Students will engage with renowned faculty, who are experts in their fields, and have access to cutting-edge resources for applied research and professional development. The program's flexibility allows students to tailor their studies to their personal interests and career goals, ensuring they are well-prepared for leadership roles in clinical practice, organizations, and academia. Upon completion, graduates will be poised to contribute to the advancement of social work knowledge and transform communities on a global scale.

BHECN
BEHAVIORAL HEALTH EDUCATION CENTER OF NEBRASKA

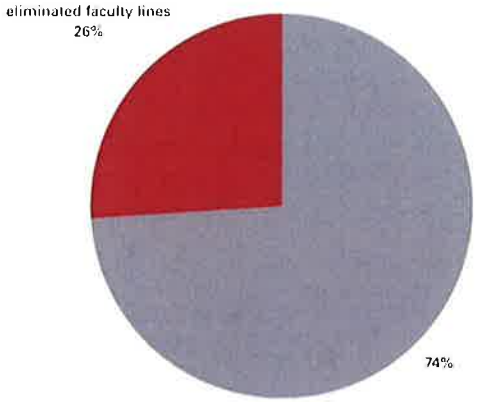
Behavioral Health Faculty Recruitment & Retention

The Behavior Health Education Center of Nebraska (BHECN) surveyed 19 educational institutions from across Nebraska with graduate-level behavioral health (BH) programs to determine the status of graduate-level faculty recruitment and retention. Within these programs, BHECN found a shortage of graduate-level faculty, as well as recruitment challenges.

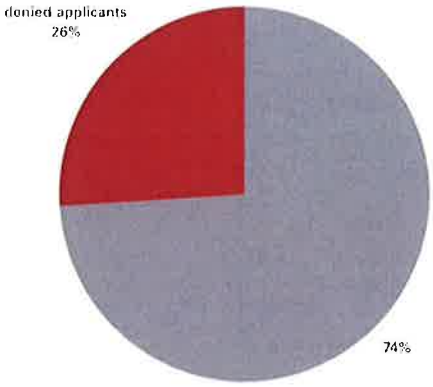
Percentage of institutions that lost graduate-level faculty in the past two years.



Percentage of institutions that eliminated faculty lines in the past two years.



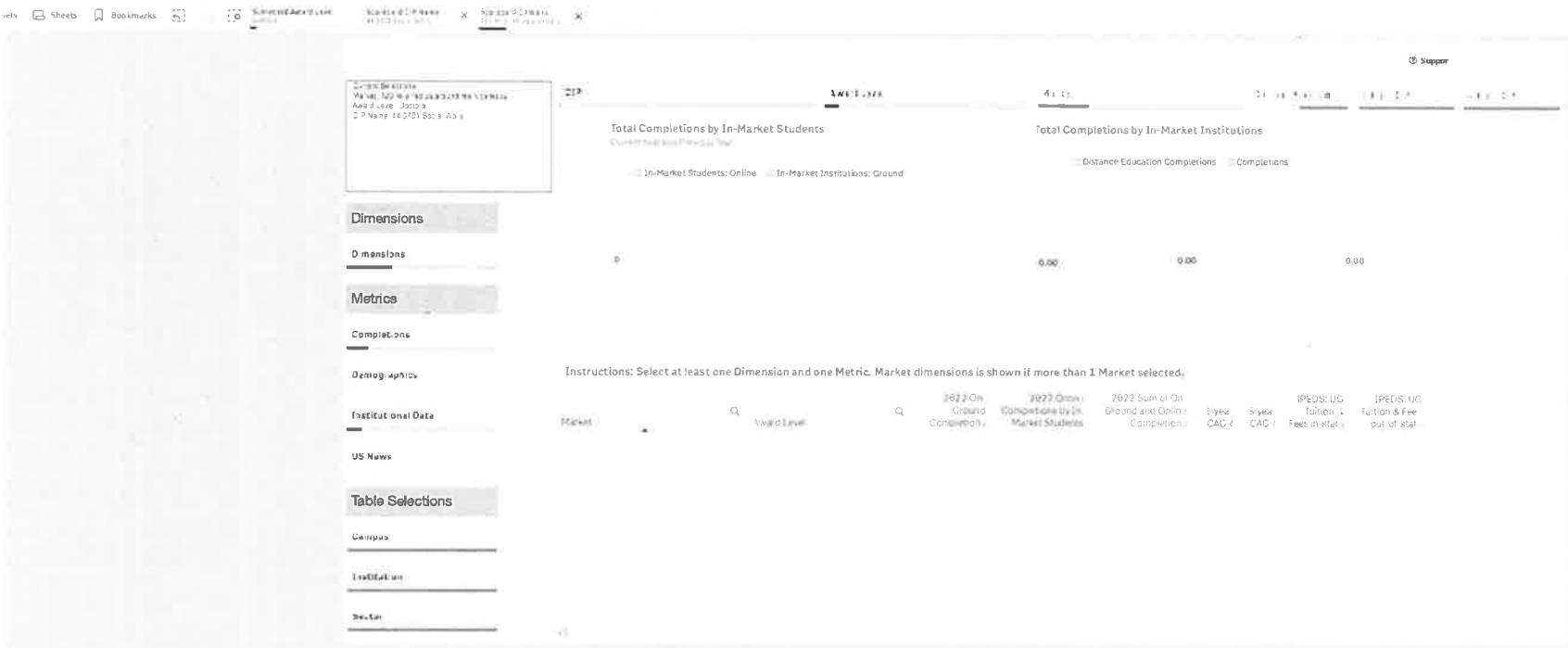
Percentage of institutions turned away eligible applicants due to lack of resource



BEHAVIORAL HEALTH PROGRAMS FACE INSTITUTIONAL BARRIERS TO HIRING NEW FACULTY

- **Applicant Threshold:** The institution is required to have a specific number of applicants before proceeding with interviews, contributing to a slow hiring process.
- **Budget Constraints:** Financial limitations pose a barrier to recruiting and hiring more faculty.
- **Institutional Location:** The combination of institutional location and size often leads to a small applicant pool. A lack of pull factors, including legislation that often affects behavioral health practice, deters potential applicants from applying and pushes applicants to seek opportunities in other states.
- **Salary and Pay Range Concerns:** Applicants are often deterred by the pay range and salary, especially when considering the cost of doctoral education.
- **Accreditation Requirements:** The requirement for accreditation limits the pool of eligible applicants, particularly in counselor education and supervision roles. Additionally, limited university funds hinder the hiring of necessary faculty to meet accrediting ratios.
- **Physical Presence Mandate:** The requirement of faculty to be physically present on campus, as well as restrictions on remote Tenure Track positions, deter potential applicants.
- **Limited Doctoral Programs:** Several graduate-level professional programs lack a terminal degree pathway within Nebraska and there is a lack of nearby training programs to recruit faculty from. This complicates the recruitment and retention of doctoral-level faculty, which limits the ability to increase student enrollment in these programs.

"There are many students interested in the field and a lack of ability to train them all. This will become worse as the BH population ages and the number of retirees exceeds the number of students that are trained."


Sheets
Bookmarks
Support
Total Completions by In-Market Students
In-Market Students: Online
In-Market Institutions: Ground
Total Completions by In-Market Institutions
Distance Education Completions
Completions
Dimensions
Metrics
Completions
Demographics
Institutional Data
IPEDS
US News
Table Selections
Campus
Institution
Instructions: Select at least one Dimension and one Metric. Market dimensions is shown if more than 1 Market selected.
Market
Award Level
2022 On Ground Completions
2022 Online Completions by In Market Students
2022 Sum of On Ground and Online Completions
Byea CAC
Styled CAC
IPEDS: UG Tuition & Fees in stat
IPEDS: UG Tuition & Fee out of stat

PES Markets Scorecard

CIP: 44.0701 Social Work | **Award Level: Doctoral** | **Market: 120 mile radius around main campus** | **Total Score: 0** | **Percentile: 50**

Student Demand
Score: 0 Percentile: 50

Category	Pctl	Criterion	Value	Score
Size	99	Google Search Volume (12 Months)*	17,769	NS
	94	International Page Views (12 Months)	3,479	NS
	92	New Student Enrollment Volume (12 Mo.)	2	NS
	0	On-ground Completions at In-Market Institutions	0	NS
	0	Online Completions by In-Market Students	0	NS
	0	Sum of On-ground and Online Completions	0	NS
Growth	93	Google Search YoY Change (Units)*	1,131	NS
	0	New Student Enrollment Vol. YoY Change (Units)	-11	NS
	56	Completion Volume YoY Change (Units)	0	NS
	71	Google Search YoY Change (%)*	7%	NS
	29	New Student Enrollment Vol. YoY Change (%)	-83%	NS
		Completion Volume YoY Change (%)	NA	NS

Employment
Score: 0 Percentile: 50

Category	Pctl	Criterion	Value	Score
Size: Entry Jobs	97	Job Postings Total (12 Months)	7	NS
	97	BLS Current Employment	56	NS
	97	BLS Annual Job Openings	4	NS
Underemployed	71	Underemployed Percent of Graduates**	37%	NS
Growth: Entry Jobs	7	BLS 1-Year Historical Growth	-20.0%	NS
	0	BLS 3-Year Historic Growth (CAGR)	-15.3%	NS
	38	BLS 10-Year Future Growth (CAGR)	0.7%	NS
Saturation: Entry Jobs		Job Postings per Graduate	NA	NS
		BLS Job Openings per Graduate	NA	NS
Weighted-Avg BLS Wages	48	Entry 25th Percentile	$72,669	NS
	31	Post Entry Median	$92,792	NS
		Post Entry w/Associates Median	NA	NS
		Post Entry w/Bachelors Median	NA	NS
		Post Entry w/Masters Median	NA	NS
	31	Post Entry w/Doctoral Median	$92,792	NS
National American Community Survey Bachelor's Degree Outcomes*	79	% with Any Graduate Degree*	51%	NS
	96	% with Masters*	47%	NS
	24	% with Doct/Prof Degree*	4%	NS
	35	% Unemp. (Age <30)**	3%	NS
	95	% in Direct Prep Jobs*	47%	NS

Degree Fit
Score: 0 Percentile: 50

Category	Pctl	Criterion	Value	Score
Cost Benchmarking		Average Cost per SCH Index**	NA	NS
		Median Cost per SCH Index**	NA	NS

National Completions by Level
Score: 0

National Workforce Ed. Attainment
Score: 0

Award Level	Completions (National)	Completions (Market)	Enrollment (Market)	BLS Educational Attainment
No College				10%
Some College				12%
Certificate	1%	0%	0%	
Associates	3%	4%	14%	7%
Bachelors	34%	45%	25%	32%
Postbaccalaureate Certificate	1%	0%	0%	
Masters	59%	51%	60%	35%
Post-masters Certificate	0%	0%	1%	
Doctoral	2%	0%	1%	4%

Competitive Intensity
Score: 0 Percentile: 50

Category	Pctl	Criterion	Value	Score
Volume of In-Market Competition	100	Campuses with Graduates**	0	NS
	50	Campuses with Grads YoY Change (Units)**	0	NS
	100	Institutions with Online In-Market Students**	0	NS
In-Market Program Sizes		Average Program Completions	NA	NS
		Median Program Completions	NA	NS
		YoY Median Prog. Compl. Change (Units)	NA	NS
		YoY Median Prog. Compl. Change (%)	NA	NS
In-Market Saturation	1	Google Search " Cost per Click**	$38	NS
	25	Google Competition Index**	0.34	NS
National Online Competition	1	National Online Institutions (Units)**	17	NS
	84	Natl Online % of Institutions	19%	NS
	88	Natl Online % of Completions	42%	NS

CIP Description:
A program that prepares individuals for the professional practice of social welfare administration and counseling, and that focus on the study of organized means of providing basic support services for vulnerable individuals and groups. Includes instruction in social welfare policy; case work planning; social counseling and intervention strategies; **administrative procedures and regulations; and specific applications** in areas such as child welfare and family services, probation, employment services, and disability counseling.

Total Percentile	0	20+	40+	70+	90+	95+	98+	100
Total Score	0	0	0	0	0	0	0	0

* - Google search do not filter by award level.
** - Percentiles are displayed in reverse (100% minus the percentile).
NA - No data available/not currently tracked.
NS - Not Scored in Rubrics (values = 0).
PCTL - Percentile

GRAY DI

Memo John Kerins RE: Gray DI dashboard

From: John Kerins <jkerins@unomaha.edu>
Sent: Tuesday, April 15, 2025 12:17 PM
To: Susan Reay <sreay@unomaha.edu>
Subject: Re: Market analysis

Hi Susan,

Thanks for reaching out and hope your spring semester is going well!

When using the Gray DI dashboard to look at in-market competitors, we actually don't get any information back because there are no competitors inside the 120-mile radius that it uses to "define in-market". You can see the results of this analysis in the "PES Markets University...." attachment to this email.

We can also see the absence of competitors in the program overview scorecard in the competitive intensity section. The number of *Campuses with Graduates* in our market is 0 and the *Institutions with Online In-Market Students*** is also 0 as well, meaning that as of the reporting of this data there are no competitors in our market. This scorecard will be attached to this email as well, and it is available in the SharePoint folder that I put together this last January.

Finally, if you need anything with a little more detail, I am also including the Lightcast Programs by Location data set. This analysis looks at the 200-mile radius from UNO, which includes the closest competitor in University of Kansas's DSW program. This is the closest competitor to the proposed program and is roughly 189 miles away by car. There are no additional competitors within 200 miles that reported completions under the social work CIP code and doctor's degree award level in 2023.

Hope this helps, and please don't hesitate to reach out with any additional questions you might have.

Best,

John

To: UNO Curriculum Committee
From: Gaylene Armstrong, PhD, Dean, College of Public Affairs and Community Service
Date: April 30, 2025
Subject: Support for the Proposed Doctorate in Social Work Program at the Grace Abbott School of Social Work

I am writing to express my full and enthusiastic support for the proposed Doctorate in Social Work (DSW) program at the Grace Abbott School of Social Work (GASSW) at the University of Nebraska at Omaha. As Dean of the College of Public Affairs and Community Service (CPACS), this program is a timely and essential addition to our academic offerings, aligning with our mission to prepare professionals who lead with vision, integrity, and evidence-based practice.

There is a growing demand for advanced practice doctoral education in social work, particularly among experienced practitioners who are eager to enhance their clinical, organizational, and leadership skills without disconnecting from their communities. The proposed DSW program will fulfill this need, providing a rigorous, practice-oriented doctoral education to address the complex challenges facing today's social service landscape, including behavioral health crises and systemic issues.

GASSW has a long-standing reputation for excellence in social work education, with a faculty that includes nationally recognized scholars and practitioners committed to student success and community engagement. The DSW program represents a natural and exciting extension of GASSW's legacy, further solidifying our position as a leader in social work education in Nebraska and beyond.

The proposed curriculum is comprehensive, innovative, and designed to meet national standards while addressing the unique needs of Nebraska's social work professionals. It will emphasize advanced practice, leadership development, applied research, and transformative service delivery approaches. Additionally, the program will benefit from GASSW's diverse faculty expertise and established community partnerships.

Importantly, there is significant interest among our alumni and local practitioners for a high-quality, accessible DSW program. This initiative responds directly to that demand, ensuring that social work professionals in Nebraska have the opportunity to pursue doctoral education while remaining closely connected to their communities.

In conclusion, I am confident that the creation of the Doctorate in Social Work program at UNO will strengthen the College's leadership in the human services field, enhance UNO's academic profile, and prepare the next generation of social work leaders to drive meaningful change. I am proud to support this proposal and look forward to the positive impact it will have across our state and beyond.

Sincerely,

Gaylene Armstrong

Dr. Gaylene Armstrong, Dean
College of Public Affairs & Community Service

University of Nebraska Omaha
College of Public Affairs and Community Service
6001 Dodge Street, CPACS 109 | Omaha, NE 68182
unomaha.edu

April 29, 2025

Dear Colleagues,

I am writing to offer my full and enthusiastic support for the proposed Doctorate in Social Work (DSW) program at the Grace Abbott School of Social Work (GASSW) at the University of Nebraska at Omaha (UNO). As Dean of the College of Public Affairs and Community Service (CPACS), I see this initiative as a vital and timely advancement in our academic offerings—one that aligns squarely with our mission to prepare professionals who lead with vision, integrity, and evidence-based practice.

The demand for advanced practice doctoral education in social work is growing rapidly. Across Nebraska and beyond, experienced social work practitioners are seeking opportunities to expand their clinical, organizational, and leadership expertise without sacrificing their connection to communities. The proposed DSW program will provide that opportunity—offering a rigorous, practice-oriented doctoral education that responds to the increasingly complex issues we face, from behavioral health crises to systemic challenges.

GASSW has long stood at the forefront of social work education in Nebraska. Its faculty are nationally recognized scholars and practitioners with a deep commitment to student learning and community engagement. The School has consistently produced graduates who assume leadership roles in clinical practice, nonprofit organizations, government agencies, and advocacy settings. The development of a DSW program is a natural and exciting extension of this legacy.

The proposed curriculum is both comprehensive and innovative, emphasizing advanced practice, leadership development, applied research, and transformative approaches to service delivery. It has been carefully crafted to meet national standards while addressing the specific needs of our state and the professionals who serve it. The program will be enriched by GASSW's diverse faculty expertise, and established community partnerships.

Perhaps most compelling is the broad and well-documented interest among our alumni and local practitioners for a high-quality, accessible DSW program. This initiative responds directly to that demand, ensuring that Nebraska's social work professionals can pursue doctoral education while remaining rooted in their communities.

In short, I believe the creation of a Doctorate in Social Work program at UNO is both a strategic and mission-driven step forward. It will enhance UNO's academic profile, strengthen the College's leadership in the human services field, and—most importantly—prepare the next generation of social work leaders to create meaningful change.

University of Nebraska Omaha
College of Public Affairs and Community Service
6320 Maverick Plaza, CPACS 109 | Omaha, NE 68182-0145 | 402.554-2276
cpacs.unomaha.edu

I am proud to support this proposal and look forward to the transformative impact it will have across the state and beyond.

Sincerely,

Gaylene Armstrong, Ph.D.
Dean, College of Public Affairs and Community Service

NEBRASKA
WESLEYAN
UNIVERSITY

February 2, 2024

Dr. John Bartle
Dean, College of Public Affairs and Community Service
111 CPACS
6001 Dodge Street
Omaha, NE 68182

Dear Dr. Bartle:

I wanted to take this time to express my support for UNO establishing a Doctor of Social Work Program. I currently serve as the MSW program director and department chair for the social work department at Nebraska Wesleyan University. As a new graduate program, we have completed three separate faculty searches in the last six years, so are familiar with the need for faculty with a doctorate degree, as well the limited pool of qualified candidates available. In our last two searches specifically, in 2021 and 2022, we had a combined pool of less than 10 qualified candidates. As we reflected on our process and needs, we identified that the accreditation requirement for a doctorate level of education was a barrier to hiring effective faculty with relevant practice experience. Not having a social work specific doctoral program in the vicinity was a primary factor in our smaller candidate pools. Establishing a Doctor of Social Work (DSW) program within the state will provide us an opportunity to cultivate a candidate pool not only for our institution, but for the other accredited programs across the state. This is vital to our continued sustainability.

As a site visitor for the Council on Social Work Education, it is my role to review programs' compliance with the educational standards set forth. One of these standards requires the majority of MSW program faculty to have two years of social work experience following the completion of their MSW in addition to the doctorate degree. For many seeking a PhD, the pathway is often, undergraduate, graduate, and then doctorate, with little to no real work experience in between. Through our searches we were able to find folks who met the educational requirements, but not always the practice requirements. Having a practice-based doctorate, like a DSW, will help us to meet both of these requirements more easily.

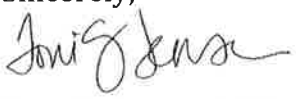
Beyond my need as a program director and department chair, I can also speak to my personal experience. I earned my DSW in 2020 through an online program located in Minnesota. As a graduate of UNO for my MSW and MPA, I would have preferred to continue my education there, rather than seek out this level of education in my professional area of practice. The same circumstance exists for our current MSW graduates. When they are

interested in continuing their education, we find ourselves, referring them to programs outside of the state.

A DSW program at UNO will facilitate more qualified tenure track candidates for mid-west BSW and MSW higher education programs, and overall improve our state's access to the critical services social workers provide.

Thank you for your time and consideration.

Sincerely,



Toni G. Jensen, DSW
Department Chair and MSW Program Director
Associate Professor of Social Work
Nebraska Wesleyan University

COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK

Dr. Qin Gao
Professor and Associate Dean for Doctoral Education
Columbia University School of Social Work
1255 Amsterdam Avenue
New York, NY 10027

April 22, 2025

Dr. Susan Reay, Director
University of Nebraska-Omaha
Grace Abbott School of Social Work
6001 Dodge St., CPACS 206
Omaha, NE 68182

Dear Dr. Reay:

I am writing to express my enthusiastic support for the establishment of a Doctorate in Social Work (DSW) program at the University of Nebraska-Omaha (UNO) in the Grace Abbott School of Social Work (GASSW). As a longstanding advocate for advanced social work education and innovation in practice, I believe the launch of this program represents a timely and necessary step forward—not only for the university but for the broader field of social work within your state and beyond.

There is a clear and growing need for advanced practice doctoral programs that can equip experienced social workers with the tools and leadership skills required to address the increasingly complex social challenges facing our communities. From mental health crises to systemic inequities, the need for practitioner-scholars who can bridge the gap between theory and practice has never been greater. A DSW program at the University of Nebraska will provide a crucial pathway for these professionals to deepen their impact through advanced clinical, administrative, and policy-oriented expertise.

GASSW has long played a leadership role in the state, known for its commitment to social welfare, community engagement, and excellence in education. Its graduates have gone on to become leaders in clinical practice, public policy, and nonprofit administration. The development of a DSW program is a natural extension of GASSW's mission and will further strengthen its role as a state and regional leader in social work education.

GASSW's distinguished faculty—recognized for their scholarly contributions, field expertise, and dedication to teaching—are exceptionally well-positioned to support a DSW program. Their collective knowledge and diverse areas of specialization ensure that students will receive a rich, interdisciplinary education grounded in cutting-edge research and best practices.

Moreover, the proposed curriculum is both robust and thoughtfully designed, integrating advanced practice, leadership development, applied research, and innovation in service delivery. It aligns with national standards while also addressing the unique needs of the state's social service landscape.

Finally, based on the thorough research undertaken by you and your colleagues, there is strong evidence on the clear and widespread interest among alumni and current practitioners for a DSW program at UNO. Many social work professionals in the region have voiced a strong desire for a local, high-quality doctoral program that allows them to advance their careers without leaving their communities. The introduction of this program would meet a real and pressing demand.

In conclusion, I strongly support the creation of the Doctorate in Social Work program at UNO. It promises to fill a vital educational gap, build on GASSW's existing strengths, and prepare the next generation of social work leaders. I look forward to seeing the positive impact this program will have on our profession and the communities we serve.

Sincerely,

Qin Gao, Ph.D.
Professor and Associate Dean for Doctoral Education
Columbia University School of Social Work

NOVEMBER 14, 2024

PROGRAM OVERVIEW:

SOCIAL WORK DOCTORATE PROGRAM

John Kerins

SENIOR DATA ANALYST, ILCI

The purpose of this report is to give insight into the market conditions surrounding the proposed UNO doctorate program in Social Work, specifically the regional and national completions trends and the demand in the labor market for this kind of education. The market was examined on a national level, with regional being defined as within the OUR tuition states.

The applicable CIP code designation for this program would be 44.0701, which is the designation for Social Work programs. This CIP code is defined by the NCES as:

"A program that prepares individuals for the professional practice of social welfare administration and counseling, and that focus on the study of organized means of providing basic support services for vulnerable individuals and groups. Includes instruction in social welfare policy; case work planning; social counseling and intervention strategies; administrative procedures and regulations; and specific applications in areas such as child welfare and family services, probation, employment services, and disability counseling."

We will use this CIP code to define competitor programs at the Doctor's or Professional degree award level in the National Center for Education Statistics' IPEDS data set, which covers academic completions up to the 2022/23 academic year.

To bolster the applicability of the information in this report, institutional competitors and completion trends will be separated by Ph.D. and Doctorate programs to evaluate the two markets individually. Each program's website was visited to determine the category it should fall under, and the complete list of programs examined will be listed at the end of the report.

If quoting information from this report and unsure of how to phrase/word a statistic, please contact jkerins@unomaha.edu to verify correct interpretation of the data provided. All data used from Lightcast Analyst release 2024.3.

EXECUTIVE SUMMARY

PROGRAM FOCUS:

- The DSW aligns with CIP code 44.0701, encompassing social work programs and aims to support vulnerable populations through specialized education. Analysis includes both Ph.D. and DSW completions to understand distinct program demands and competition.

REGIONAL COMPLETIONS:

- DSW and Ph.D. completions in social work are analyzed within the regional "OUR tuition" states, showing notable increases among institutions such as the University of Kentucky and Capella University.
- Some universities reported significant growth, indicating a robust regional demand.

NATIONAL COMPLETIONS:

- National trends show strong completions growth for institutions like the University of Southern California and Capella University.
- Differentiation between DSW and Ph.D. programs reveals distinct markets and trajectories, with some institutions facing completion declines.

LABOR MARKET DEMAND:

- A total of 133,037 job postings from November 2023 to October 2024, with 47,977 unique postings, reflects a 3-to-1 posting intensity for social work roles.
- The demand is steady, paralleling other occupations, indicating a consistent need for advanced social work professionals.
- Most job postings examined that had a preference for a candidate with doctorate level education would also consider a candidate with a master's degree and licensure.

TOP INSTITUTIONS AND PROGRAMS:

- The report provides a comprehensive list of top institutions by completion rates, with growth rates as high as 1,860% over the past 5 years (University of Kentucky).

SKILLS AND QUALIFICATIONS:

- High demand for specific skills, including counseling, welfare policy, and intervention strategies.
- Job postings highlight advanced qualifications, aligning with the specialized training offered by DSW programs.

MARKET DATA HIGHLIGHTS FOR PROGRAM PROPOSAL

PH.D. OR DOCTORATE

- The market for doctorate programs is much stronger than Ph.D. programs in the area of social work. The overall size of the national market for doctorate programs is almost 3 times larger than Ph.D. programs, and the growth rate of doctorate programs is almost 3 times that of Ph.D. programs over the past 5 years (2019-2023).

GROWTH RATE

- The growth rate of completions in doctorate programs in particular is impressive. In our regional market, defined as the UNO OUR tuition rate states, doctorate program completions have 188% over the past 5 years and 2,711% since 2012. These growth rates are very rarely seen outside of programs in emerging technology and business fields, and highlights a strong and growing opportunity for a Doctorate of Social Work Program.

LOCAL COMPETITION

- Local competition for a Doctorate of Social Work program is limited, with the University of Kansas being our closest competitor geographically. The University of Kansas also does not offer their program in an online modality (as of the release of the 2023 IPEDS data set), and UNO would have an opportunity to market to the students that are underserved by this program format.

- The OUR tuition states of North Dakota, South Dakota, Wyoming, and Montana present an opportunity to serve learners in these states, as there is a complete absence of Doctorate-level social work programs.

DEMAND FOR CERTIFICATIONS

- Demand for certifications is high in the jobs that DSW students may find themselves in after program completion. 60% of job postings in the last year exhibit demand for the Licensed Clinical Social Work Certification, highlighting the need for a combination of degrees and certifications in the labor market.

DOCTORATE COMPLETIONS, REGIONAL

PROGRAM OVERVIEW

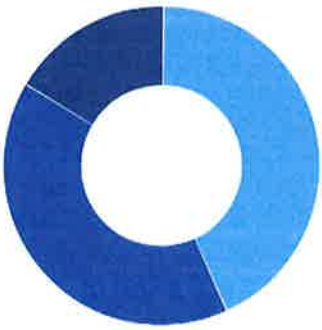
7
Institutions
17% Growth (2019-2023)

253
Completions
188% Growth (2019-2023)

Completions Distribution

	Completions (2023)	% Completions	Institutions (2023)	% Institutions
All Programs	253	100%	7	100%
Distance Offered Programs	237	94%	5	71%
Non-Distance Offered Programs	16	6%	2	29%

MARKET SHARE BY INSTITUTION TYPE

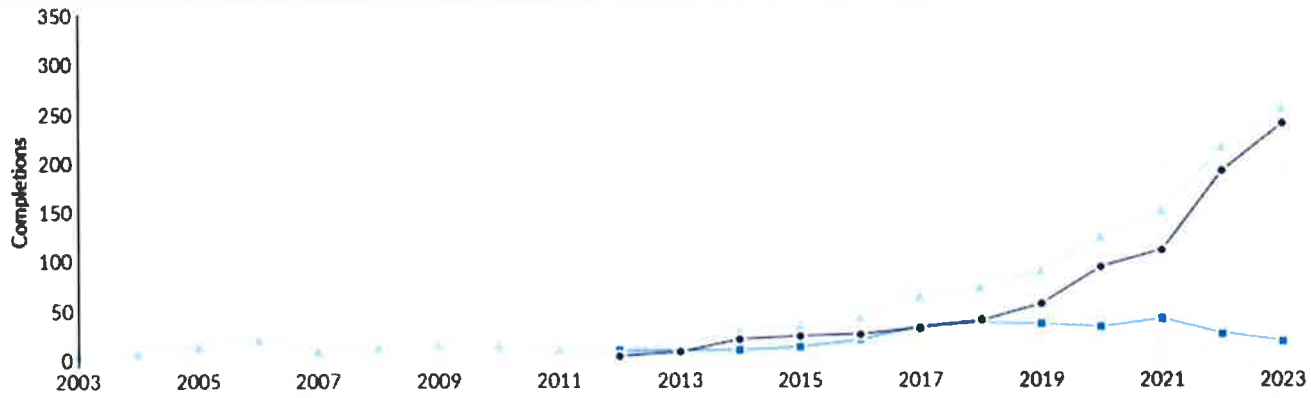


Institution Type	Completions (2023)	Market Share
Private for-profit, 4-year or above	109	43.1%
Public, 4-year or above	102	40.3%
Private not-for-profit, 4-year or above	42	16.6%

COMPLETIONS BY TOP INSTITUTIONS

Institution	Doctor's Degree Completions (2023)	Growth % YOY (2023)	Market Share (2023)	IPEDS Tuition & Fees (2023)	Completions Trend (2019-2023)
⊞ University of Kentucky	98	32.4%	38.7%	$13,212	
⊞ Capella University	70	-6.7%	27.7%	$14,436	
⊞ Walden University	39	-2.5%	15.4%	$10,823	
⊞ Aurora University	17	88.9%	6.7%	$28,220	
⊞ Spalding University	13	Insf. Data	5.1%	$27,672	
⊞ University of St Thomas	12	0.0%	4.7%	$52,284	
⊞ University of Kansas	4	33.3%	1.6%	$11,700	

REGIONAL COMPLETIONS TREND



	2012 Completions	2023 Completions	% Change
Distance Offered Programs	2	237	+11,750.0%
Non-Distance Offered Programs	7	16	+128.6%
All Programs	9	253	+2,711.1%

SIMILAR PROGRAMS

32

Programs (2023)

749

Completions (2023)

CIP Code	Program	Doctor's Degree Completions (2023)
51.2201	Public Health, General	172
42.0101	Psychology, General	170
44.0401	Public Administration	130
44.0000	Human Services, General	90
51.1599	Mental and Social Health Services and Allied Professions, Other	28

PH.D. COMPLETIONS, REGIONAL

PROGRAM OVERVIEW

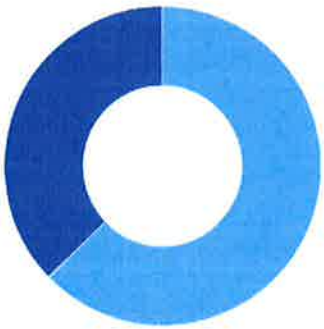
19
Institutions
6% Growth (2019-2023)

78
Completions
1% Growth (2019-2023)

Completions Distribution

	Completions (2023)	% Completions	Institutions (2023)	% Institutions
All Programs	78	100%	19	100%
Distance Offered Programs	4	5%	1	5%
Non-Distance Offered Programs	74	95%	18	95%

MARKET SHARE BY INSTITUTION TYPE

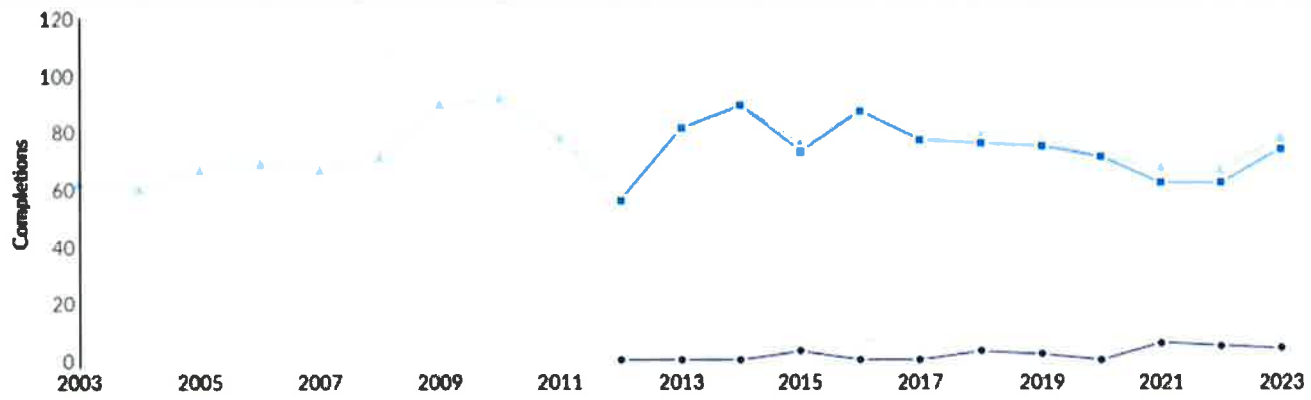


Institution Type	Completions (2023)	Market Share
Public, 4-year or above	49	62.8%
Private not-for-profit, 4-year or above	29	37.2%

COMPLETIONS BY TOP INSTITUTIONS

Institution	Doctor's Degree Completions (2023)	Growth % YOY (2023)	Market Share (2023)	IPEDS Tuition & Fees (2023)	Completions Trend (2019-2023)
⊞ Indiana University-Indianapolis	10	400.0%	12.8%	$10,449	
⊞ Washington University in St Louis	9	28.6%	11.5%	$62,982	
⊞ Ohio State University-Main Campus	9	125.0%	11.5%	$12,859	
⊞ University of Denver	6	20.0%	7.7%	$59,340	
⊞ University of Chicago	5	-44.4%	6.4%	$65,619	
⊞ University of Illinois Urbana-Champaign	5	150.0%	6.4%	$18,060	
⊞ Loyola University Chicago	4	0.0%	5.1%	$51,716	
⊞ University of Louisville	4	-20.0%	5.1%	$12,828	
⊞ Wayne State University	4	300.0%	5.1%	$15,464	
⊞ University of Illinois Chicago	3	0.0%	3.8%	$15,816	
⊞ University of Iowa	3	200.0%	3.8%	$10,964	
⊞ University of Missouri-Columbia	3	50.0%	3.8%	$14,130	
⊞ Saint Louis University	3	-40.0%	3.8%	$53,244	
⊞ University of Wisconsin-Madison	3	0.0%	3.8%	$11,205	
⊞ University of Minnesota-Twin Cities	2	-66.7%	2.6%	$16,488	
⊞ Case Western Reserve University	2	-66.7%	2.6%	$64,678	
⊞ Colorado State University-Fort Collins	1	0.0%	1.3%	$13,009	
⊞ Michigan State University	1	Insf. Data	1.3%	$17,270	
⊞ University of Wisconsin-Milwaukee	1	0.0%	1.3%	$10,020	

REGIONAL COMPLETIONS TREND



	2012 Completions	2023 Completions	% Change
Distance Offered Programs	0	4	Insf. Data
Non-Distance Offered Programs	56	74	+32.1%
All Programs	56	78	+39.3%

SIMILAR PROGRAMS

37

Programs (2023)

534

Completions (2023)

CIP Code	Program	Doctor's Degree Completions (2023)
45.1101	Sociology, General	75
42.0101	Psychology, General	70
30.1701	Behavioral Sciences	69
45.1001	Political Science and Government, General	67
52.0101	Business/Commerce, General	33

DOCTORATE COMPLETIONS, NATIONAL

PROGRAM OVERVIEW

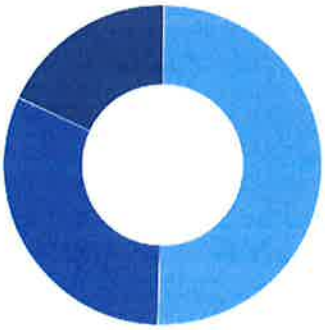
22
Institutions
22% Growth (2019-2023)

599
Completions
103% Growth (2019-2023)

Completions Distribution

	Completions (2023)	% Completions	Institutions (2023)	% Institutions
All Programs	599	100%	22	100%
Distance Offered Programs	452	75%	13	59%
Non-Distance Offered Programs	147	25%	9	41%

MARKET SHARE BY INSTITUTION TYPE

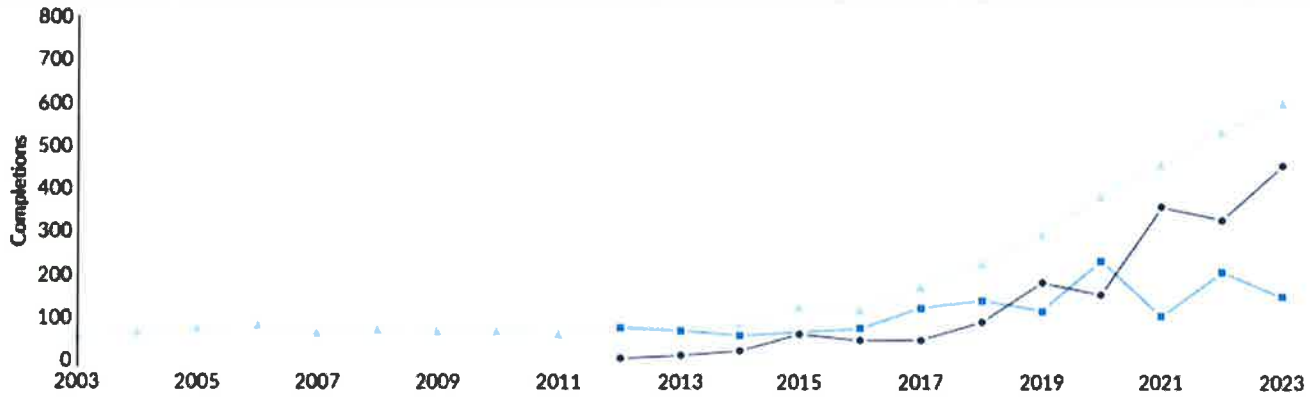


Institution Type	Completions (2023)	Market Share
Private not-for-profit, 4-year or above	301	50.3%
Public, 4-year or above	189	31.6%
Private for-profit, 4-year or above	109	18.2%

COMPLETIONS BY TOP INSTITUTIONS

Institution	Doctor's Degree Completions (2023)	Growth % YOY (2023)	Market Share (2023)	IPEDS Tuition & Fees (2023)	Completions Trend (2019-2023)
University of Kentucky	98	32.4%	16.4%	$13,212	
Capella University	70	-6.7%	11.7%	$14,436	
Barry University	50	1,566.7%	8.3%	$33,450	
Tulane University of Louisiana	46	-20.7%	7.7%	$65,538	
Simmons University	41	1,266.7%	6.8%	$45,538	
Walden University	39	-2.5%	6.5%	$10,823	
California Baptist University	30	Insf. Data	5.0%	$39,720	
University of Southern California	26	-78.7%	4.3%	$68,237	
The University of Tennessee-Knoxville	25	19.0%	4.2%	$13,484	
New York University	23	21.1%	3.8%	$60,438	
Rutgers University-New Brunswick	22	57.1%	3.7%	$17,239	
Aurora University	17	88.9%	2.8%	$28,220	
University at Buffalo	16	6.7%	2.7%	$10,782	
University of Pennsylvania	16	-36.0%	2.7%	$66,104	
Yeshiva University	15	25.0%	2.5%	$49,900	
Spalding University	13	Insf. Data	2.2%	$27,672	
University of St Thomas	12	0.0%	2.0%	$52,284	
Walla Walla University	12	Insf. Data	2.0%	$33,027	
Kutztown University of Pennsylvania	10	100.0%	1.7%	$11,122	
Southern Connecticut State University	9	-30.8%	1.5%	$12,828	
Millersville University of Pennsylvania	5	-44.4%	0.8%	$12,262	
University of Kansas	4	33.3%	0.7%	$11,700	

NATIONAL COMPLETIONS TREND



	2012 Completions	2023 Completions	% Change
Distance Offered Programs	3	452	+14,966.7%
Non-Distance Offered Programs	74	147	+98.6%
All Programs	77	599	+677.9%

SIMILAR PROGRAMS

42

Programs (2023)

982

Completions (2023)

CIP Code	Program	Doctor's Degree Completions (2023)
42.0101	Psychology, General	228
51.2201	Public Health, General	177
44.0401	Public Administration	147
44.0000	Human Services, General	90
45.1001	Political Science and Government, General	69

PH.D. COMPLETIONS, NATIONAL

PROGRAM OVERVIEW

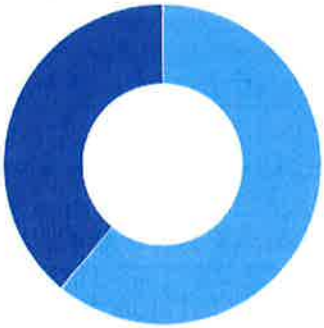
37
Institutions
6% Growth (2019-2023)

215
Completions
13% Growth (2019-2023)

Completions Distribution

	Completions (2023)	% Completions	Institutions (2023)	% Institutions
All Programs	215	100%	37	100%
Distance Offered Programs	17	8%	2	5%
Non-Distance Offered Programs	198	92%	35	95%

MARKET SHARE BY INSTITUTION TYPE

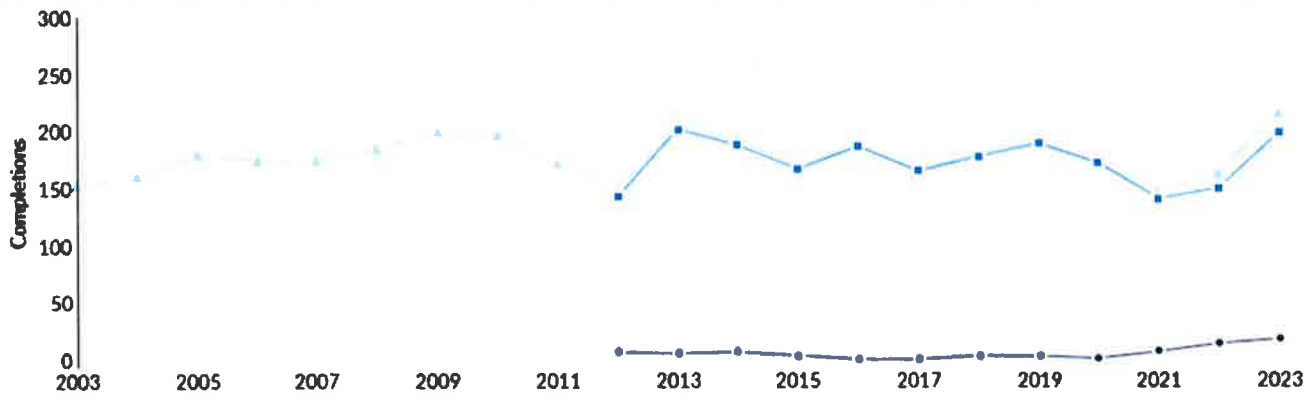


Institution Type	Completions (2023)	Market Share
Public, 4-year or above	131	60.9%
Private not-for-profit, 4-year or above	84	39.1%

COMPLETIONS BY TOP INSTITUTIONS

Institution	Doctor's Degree Completions (2023)	Growth % YOY (2023)	Market Share (2023)	IPEDS Tuition & Fees (2023)	Completions Trend (2019-2023)
⊞ Smith College	13	30.0%	6.0%	$61,568	
⊞ Our Lady of the Lake University	13	160.0%	6.0%	$31,728	
⊞ University of California-Los Angeles	12	140.0%	5.6%	$13,747	
⊞ CUNY Graduate School and University Center	11	120.0%	5.1%	$7,410	
⊞ Indiana University-Indianapolis	10	400.0%	4.7%	$10,449	
⊞ Fordham University	10	-16.7%	4.7%	$61,567	
⊞ Washington University in St Louis	9	28.6%	4.2%	$62,982	
⊞ Ohio State University-Main Campus	9	125.0%	4.2%	$12,859	
⊞ University of Maryland, Baltimore	8	14.3%	3.7%	$13,374	
⊞ Adelphi University	7	16.7%	3.3%	$47,290	
⊞ Columbia University in the City of New York	7	133.3%	3.3%	$68,171	
⊞ University at Albany	7	40.0%	3.3%	$10,408	
⊞ University of Denver	6	20.0%	2.8%	$59,340	
⊞ University of North Carolina at Chapel Hill	6	100.0%	2.8%	$8,989	
⊞ Portland State University	6	100.0%	2.8%	$10,617	
⊞ University of South Carolina-Columbia	6	500.0%	2.8%	$12,688	
⊞ University of Washington-Seattle Campus	6	-25.0%	2.8%	$12,643	
⊞ Clark Atlanta University	5	400.0%	2.3%	$26,446	
⊞ University of Georgia	5	0.0%	2.3%	$11,180	
⊞ University of Chicago	5	-44.4%	2.3%	$65,619	
⊞ University of Illinois Urbana-Champaign	5	150.0%	2.3%	$18,060	
⊞ Millersville University of Pennsylvania	5	-44.4%	2.3%	$12,262	

NATIONAL COMPLETIONS TREND



	2012 Completions	2023 Completions	% Change
Distance Offered Programs	6	17	+183.3%
Non-Distance Offered Programs	142	198	+39.4%
All Programs	148	215	+45.3%

SIMILAR PROGRAMS

39

Programs (2023)

945

Completions (2023)

CIP Code	Program	Doctor's Degree Completions (2023)
45.1101	Sociology, General	155
45.1001	Political Science and Government, General	149
42.0101	Psychology, General	134
30.1701	Behavioral Sciences	99
51.2201	Public Health, General	60

LABOR MARKET DEMAND FOR PH.D. & DOCTORATE IN SOCIAL WORK

TARGET OCCUPATION

2.34M	+2.5%	$26.02/hr $54.1K/yr	257,271
Jobs (2023)	% Change (2023-2024)	Median Earnings	Annual Openings

Occupation	2023 Jobs	Annual Openings	Median Earnings	Growth (2023 - 2024)
Substance Abuse, Behavioral Disorder, and Mental Health Counselors	443,951	54,803	$26.00/hr	+4.09%
Social and Human Service Assistants	437,643	55,705	$19.92/hr	+2.56%
Child, Family, and School Social Workers	363,340	34,700	$25.93/hr	+1.80%
Clergy	263,116	24,483	$28.08/hr	+0.35%
Social and Community Service Managers	199,204	20,585	$36.77/hr	+2.56%
Healthcare Social Workers	191,961	21,109	$30.26/hr	+2.51%
Mental Health and Substance Abuse Social Workers	127,070	13,036	$27.21/hr	+3.27%
Probation Officers and Correctional Treatment Specialists	87,751	7,750	$29.71/hr	+0.72%
Social Workers, All Other	81,044	7,964	$30.97/hr	+1.76%
Marriage and Family Therapists	77,944	8,119	$28.62/hr	+4.04%
Counselors, All Other	71,786	9,015	$23.51/hr	+3.28%

JOB POSTINGS OVERVIEW

47,977
Unique Postings
133,037 Total Postings

3,996
Employers Competing
913,353 Total Employers

26 Days
Median Posting Duration
Regional Average: 25 Days

3 : 1
Posting Intensity
Regional Average: 3 : 1

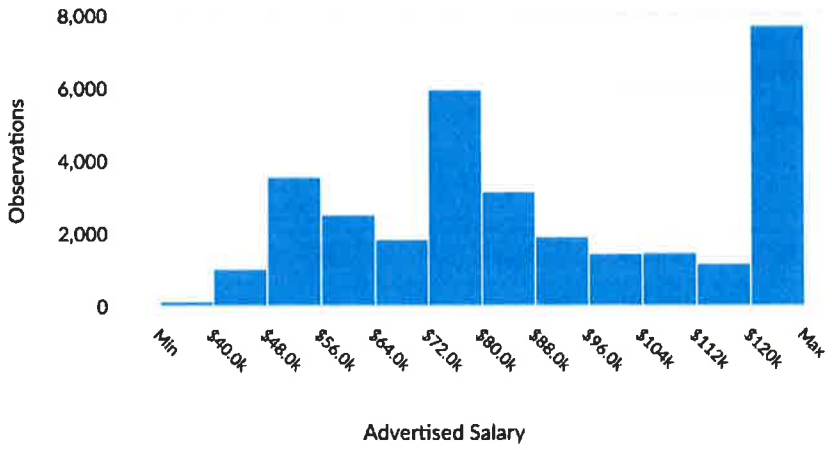
There were **133,037** total job postings for your selection from November 2023 to October 2024, of which **47,977** were unique. These numbers give us a Posting Intensity of about **3-to-1**, meaning that for every 3 postings there is 1 unique job posting.

This is close to the Posting Intensity for all other occupations and companies in the region (3-to-1), indicating that they are putting average effort toward hiring for this position.

ADVERTISED SALARY

There are 31,370 advertised salary observations (65% of the 47,977 matching postings).

$81.3K
Median Advertised Salary



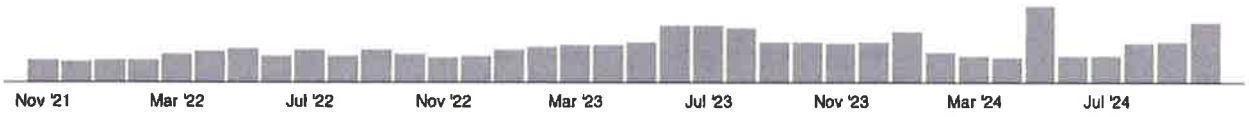
ADVERTISED WAGE TREND

▲86.9% Nov 2021 - Oct 2024

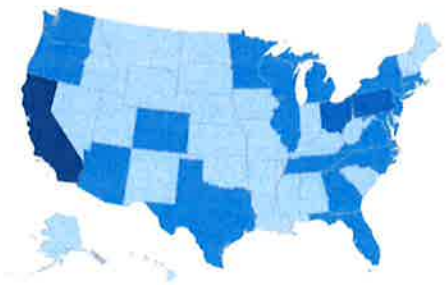
$87.9k Median

6M 1Y 3Y CUSTOM

83,826 Job Postings

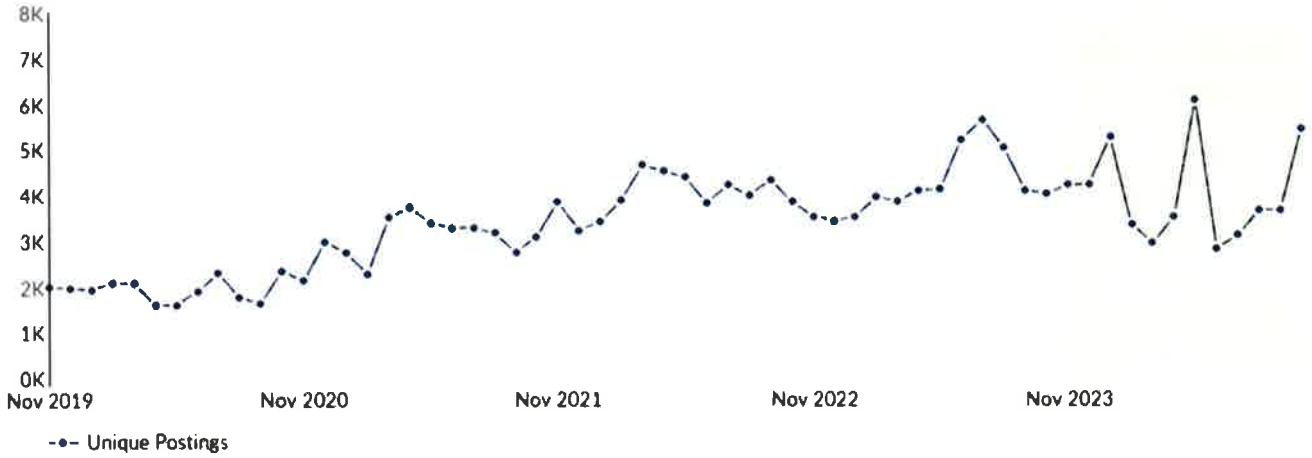


JOB POSTINGS REGIONAL BREAKDOWN



State	Unique Postings (Nov 2023 - Oct 2024)
California	5,559
Ohio	3,211
Pennsylvania	2,268
Texas	1,955
Virginia	1,788

UNIQUE POSTINGS TREND



MINIMUM EDUCATION LEVEL REQUIRED

Minimum Education Level	Unique Postings (minimum)	Unique Postings (max advertised)	% of Total (minimum)
High school or GED	857	0	2%
Associate's degree	1,472	0	3%
Bachelor's degree	5,157	0	11%
Master's degree	33,226	0	69%
Ph.D. or professional degree	7,265	40,712	15%

MINIMUM EXPERIENCE LEVEL REQUIRED

Minimum Experience	Unique Postings	% of Total
No Experience Listed	26,620	55%
0 - 1 Years	5,596	12%
2 - 3 Years	11,009	23%
4 - 6 Years	4,045	8%
7 - 9 Years	419	1%
10+ Years	288	1%

TOP COMPANIES POSTING

Company	Total/Unique (Nov 2023 - Oct 2024)	Posting Intensity	Median Posting Duration
Sondermind	24,691 / 7,840	3 : 1	22 days
Lyra Health	10,658 / 4,128	3 : 1	32 days
Talkspace	13,765 / 3,521	4 : 1	29 days
United States Department of Veterans Affairs	8,660 / 3,113	3 : 1	17 days
Thriveworks	3,085 / 908	3 : 1	25 days
Leidos	3,863 / 769	5 : 1	21 days
Guideline Healthcare	3,006 / 591	5 : 1	27 days
UnitedHealth Group	1,126 / 542	2 : 1	22 days
Adtalem Global Education	1,110 / 529	2 : 1	22 days
Amedisys	1,405 / 467	3 : 1	31 days

TOP CITIES POSTING

City	Total/Unique (Nov 2023 - Oct 2024)	Posting Intensity	Median Posting Duration
Los Angeles, CA	1,617 / 542	3 : 1	25 days
Chicago, IL	1,174 / 469	3 : 1	20 days
New York, NY	1,181 / 451	3 : 1	26 days
Portland, OR	1,007 / 360	3 : 1	27 days
San Diego, CA	1,287 / 348	4 : 1	25 days
San Francisco, CA	961 / 310	3 : 1	26 days
Boston, MA	792 / 292	3 : 1	35 days
Baltimore, MD	842 / 273	3 : 1	29 days
Phoenix, AZ	753 / 257	3 : 1	25 days
Saint Louis, MO	651 / 246	3 : 1	29 days

TOP POSTED JOB TITLES

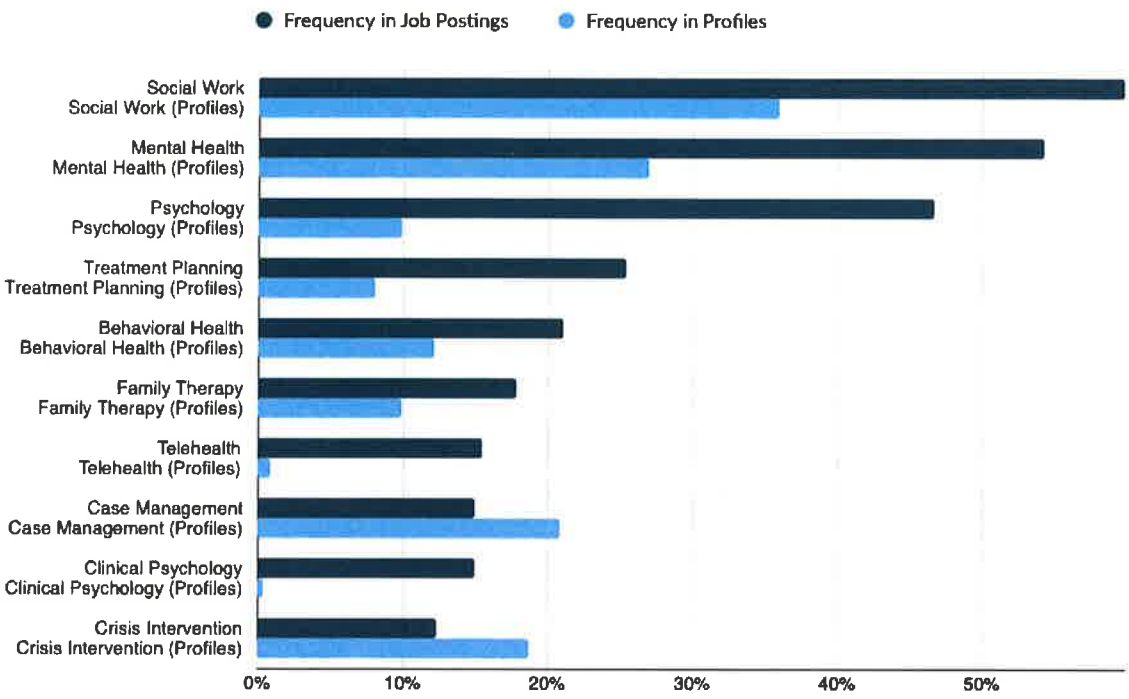
Job Title	Total/Unique (Nov 2023 - Oct 2024)	Posting Intensity	Median Posting Duration
Mental Health Therapists	22,668 / 6,806	3 : 1	16 days
Telehealth Therapists	9,044 / 2,983	3 : 1	32 days
Licensed Clinical Social Workers	4,426 / 1,393	3 : 1	25 days
Social Workers	4,660 / 1,354	3 : 1	20 days
Licensed Mental Health Counselors	4,059 / 1,127	4 : 1	34 days
Mental Health Counselors	2,857 / 1,113	3 : 1	25 days
Telehealth Counselors	2,418 / 1,063	2 : 1	55 days
Licensed Therapists	3,196 / 967	3 : 1	27 days
Behavioral Health Clinicians	2,610 / 777	3 : 1	24 days
Medical Social Workers	1,945 / 677	3 : 1	24 days

TOP INDUSTRIES POSTING

Industry	Total/Unique (Nov 2023 - Oct 2024)	Posting Intensity	Median Posting Duration
Other Individual and Family Services	39,771 / 11,931	3 : 1	26 days
Colleges, Universities, and Professional Schools	15,393 / 4,926	3 : 1	29 days
Web Search Portals and All Other Information Services	10,659 / 4,129	3 : 1	32 days
Administration of Veterans' Affairs	8,660 / 3,113	3 : 1	17 days
Home Health Care Services	6,727 / 2,135	3 : 1	25 days
General Medical and Surgical Hospitals	4,447 / 1,777	3 : 1	20 days
Offices of Mental Health Practitioners (except Physicians)	4,354 / 1,483	3 : 1	28 days
Other General Government Support	2,911 / 1,178	2 : 1	22 days
Direct Health and Medical Insurance Carriers	2,409 / 1,114	2 : 1	24 days
Offices of Physicians (except Mental Health Specialists)	3,178 / 1,073	3 : 1	28 days

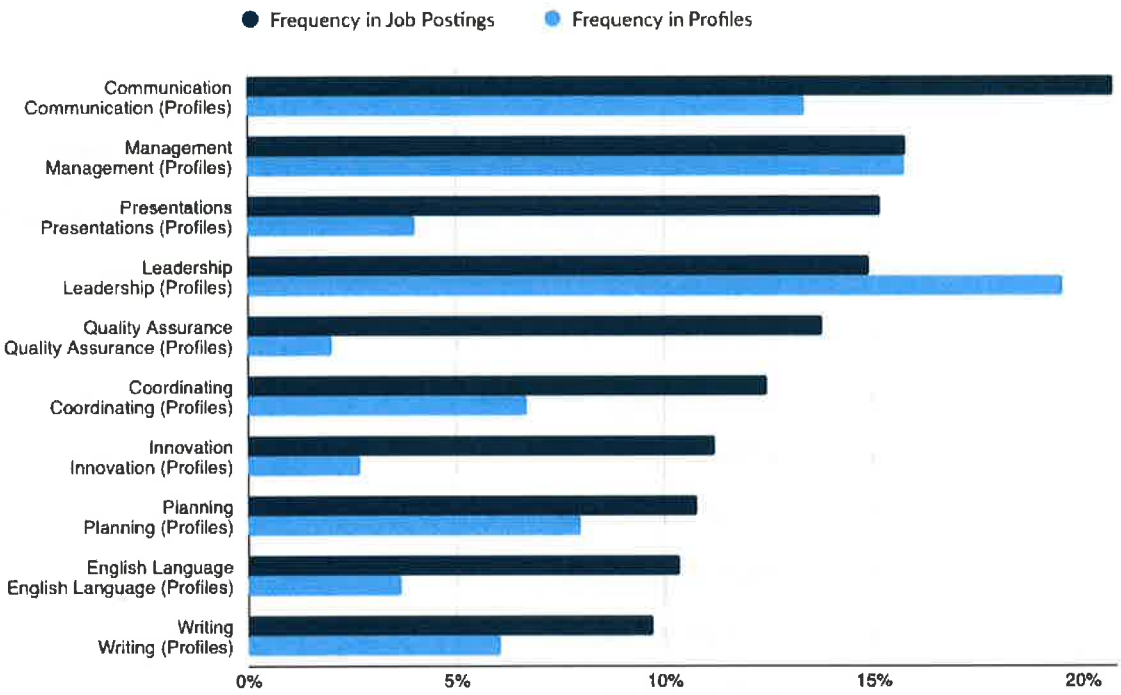
TOP DEMANDED SKILLS

Top Specialized Skills



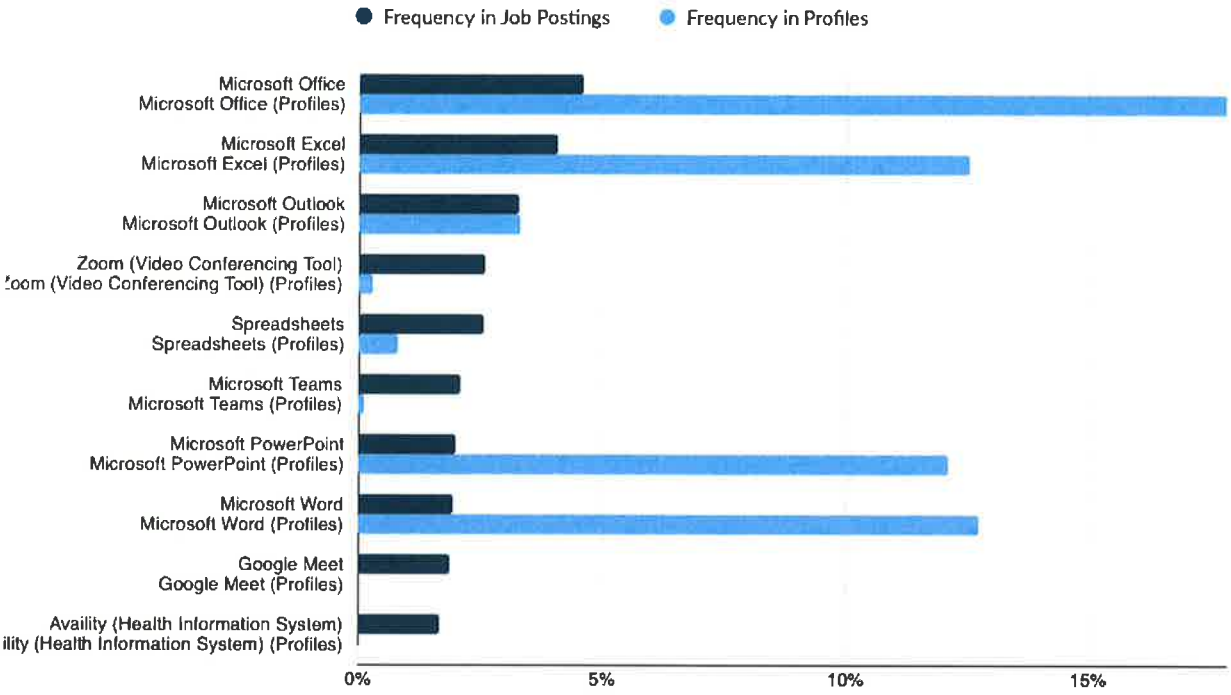
Skills	Postings	% of Total Postings	Profiles	% of Total Profiles	Projected Skill Growth	Skill Growth Relative to Market
Social Work	28,733	60%	192,515	36%	+9.7%	Growing
Mental Health	26,053	54%	144,159	27%	+13.2%	Growing
Psychology	22,368	47%	53,022	10%	+6.8%	Stable
Treatment Planning	12,196	25%	43,108	8%	+6.7%	Stable
Behavioral Health	10,106	21%	64,797	12%	+10.0%	Growing
Family Therapy	8,547	18%	53,004	10%	+1.8%	Lagging
Telehealth	7,426	15%	4,754	1%	+12.1%	Growing
Case Management	7,203	15%	111,510	21%	+9.4%	Growing
Clinical Psychology	7,173	15%	2,000	0%	+8.7%	Growing
Crisis Intervention	5,913	12%	100,040	19%	+11.7%	Growing

Top Common Skills



Skills	Postings	% of Total Postings	Profiles	% of Total Profiles	Projected Skill Growth	Skill Growth Relative to Market
Communication	9,976	21%	71,656	13%	+3.6%	Lagging
Management	7,589	16%	84,417	16%	+5.3%	Stable
Presentations	7,291	15%	21,569	4%	+23.0%	Rapidly Growing
Leadership	7,165	15%	104,708	20%	+8.5%	Stable
Quality Assurance	6,634	14%	10,966	2%	+15.4%	Growing
Coordinating	5,991	12%	35,767	7%	+14.7%	Growing
Innovation	5,394	11%	14,499	3%	+25.8%	Rapidly Growing
Planning	5,170	11%	42,778	8%	+10.9%	Growing
English Language	4,976	10%	19,797	4%	+15.3%	Growing
Writing	4,677	10%	32,334	6%	+11.8%	Growing

Top Software Skills



Skills	Postings	% of Total Postings	Profiles	% of Total Profiles	Projected Skill Growth	Skill Growth Relative to Market
Microsoft Office	2,191	5%	95,328	18%	+18.5%	Growing
Microsoft Excel	1,939	4%	67,040	13%	+17.7%	Growing
Microsoft Outlook	1,565	3%	17,668	3%	+25.0%	Rapidly Growing
Zoom (Video Conferencing Tool)	1,244	3%	1,575	0%	+13.1%	Growing
Spreadsheets	1,234	3%	4,425	1%	+22.2%	Rapidly Growing
Microsoft Teams	1,014	2%	675	0%	+16.8%	Growing
Microsoft PowerPoint	971	2%	64,769	12%	+26.1%	Rapidly Growing
Microsoft Word	933	2%	68,115	13%	+7.2%	Stable
Google Meet	909	2%	58	0%	+5.8%	Stable
Availity (Health Information System)	807	2%	31	0%	+19.7%	Rapidly Growing

TOP QUALIFICATIONS

Qualification	Postings with Qualification
Licensed Clinical Social Worker (LCSW)	28,640
Licensed Marriage And Family Therapist (LMFT)	25,263
Licensed Professional Counselor (LPC)	16,435
Licensed Clinical Professional Counselor	8,997
Licensed Mental Health Counselor (LMHC)	8,758
Licensed Professional Clinical Counselor	6,929
Valid Driver's License	5,580
Clinical Psychology License	3,542
Licensed Independent Social Worker	3,343
Licensed Master Social Worker	3,222
Registered Nurse (RN)	2,712
Licensed Independent Clinical Social Worker	2,252
Cardiopulmonary Resuscitation (CPR) Certification	2,172
Certified Loss Control Specialist	2,018
Licensed Social Worker	1,327
Nurse Practitioner (APRN-CNP)	1,071
Bachelor Of Science in Nursing (BSN)	870
Basic Life Support (BLS) Certification	868
Doctor of Nursing Practice (DNP)	834
First Aid Certification	729

PROGRAMS ASSESSED

Institution	Degree	Award Level	CIP	2019 Completions	2023 Completions	5-year completions growth
University of Kentucky	Doctorate of Social Work	Doctor's or Professional Degree	44.0701	5	98	1860.0%
Capella University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	24	70	191.7%
Simmons University	Doctorate of Social Work	Doctor's or Professional Degree	44.0701	4	41	925.0%
Barry University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	3	50	1566.7%
Tulane University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	14	46	228.6%
Walden University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	30	39	30.0%
University of Alabama	Doctor of Social Work	Doctor's or Professional Degree	44.0701	0	37	N/A
California Baptist University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	0	30	N/A
University of Southern California	Doctor of Social Work	Doctor's or Professional Degree	44.0701	74	26	-64.9%
University of Tennessee	Doctor of Social Work	Doctor's or Professional Degree	44.0701	24	25	4.2%
New York University	Doctorate in Clinical Social Work	Doctor's or Professional Degree	44.0701	16	23	43.8%
Rutgers University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	22	22	0.0%
Aurora University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	8	17	112.5%
University at Buffalo	Doctor of Social Work	Doctor's or Professional Degree	44.0701	6	16	166.7%

University of Pennsylvania	Doctorate in Clinical Social Work	Doctor's or Professional Degree	44.0701	25	16	-36.0%
Yeshiva University	Clinical Doctorate of Social Work	Doctor's or Professional Degree	44.0701	6	15	150.0%
Spalding University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	0	13	N/A
Smith College	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	8	13	62.5%
Our Lady of the Lake University	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	0	13	N/A
University of California-Los Angeles	Ph.D. in Social Welfare	Doctor's or Professional Degree	44.0701	6	12	100.0%
University of St. Thomas	Doctor of Social Work	Doctor's or Professional Degree	44.0701	17	12	-29.4%
Walla Walla University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	0	12	N/A
CUNY Graduate School and University Center	Ph.D. in Social Welfare	Doctor's or Professional Degree	44.0701	7	11	57.1%
Indiana University-Indianapolis	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	5	10	100.0%
Fordham University	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	12	10	-16.7%
Kutztown University of Pennsylvania	Doctorate in Social Work	Doctor's or Professional Degree	44.0701	3	10	233.3%
Southern Connecticut State University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	0	9	N/A
Washington University in St. Louis	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	13	9	-30.8%
Ohio State University	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	8	9	12.5%

University of Maryland, Baltimore	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	5	9	80.0%
Adelphi University	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	5	7	40.0%
Columbia University in the City of New York	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	8	7	-12.5%
University at Albany	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	3	7	133.3%
University of Denver	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	5	6	20.0%
University of North Carolina at Chapel Hill	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	5	6	20.0%
Portland State University	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	6	6	0.0%
University of Southern Carolina-Columbia	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	1	6	500.0%
University of Washington-Seattle Campus	Ph.D. in Social Welfare	Doctor's or Professional Degree	44.0701	9	6	-33.3%
Clark Atlanta University	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	5	5	0.0%
University of Georgia	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	7	5	-28.6%
University of Chicago	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	6	5	-16.7%
University of Illinois Urbana-Champaign	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	4	5	25.0%
Millersville University of Pennsylvania	Doctor of Social Work	Doctor's or Professional Degree	44.0701	10	5	-50.0%
University of Texas at Arlington	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	8	5	-37.5%

University of Texas at Austin	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	8	5	-37.5%
Regional						
University of Kentucky	Doctorate of Social Work	Doctor's or Professional Degree	44.0701	5	98	1860.0%
Capella University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	24	70	191.7%
Walden University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	30	39	30.0%
Aurora University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	8	17	112.5%
Spalding University	Doctor of Social Work	Doctor's or Professional Degree	44.0701	0	13	N/A
University of St. Thomas	Doctor of Social Work	Doctor's or Professional Degree	44.0701	17	12	-29.4%
Indiana University-Indianapolis	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	5	10	100.0%
Washington University in St. Louis	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	13	9	-30.8%
Ohio State University	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	8	9	12.5%
University of Denver	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	5	6	20.0%
University of Chicago	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	6	5	-16.7%
University of Illinois Urbana-Champaign	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	4	5	25.0%
University of Kansas	Doctor of Social Work	Doctor's or Professional Degree	44.0701	4	4	0.0%
Loyola University Chicago	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	1	4	300.0%

University of Louisville	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	4	4	0.0%
Wayne State University	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	3	4	33.3%
University of Illinois Chicago	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	3	4	33.3%
University of Iowa	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	1	3	200.0%
University of Missouri-Columbia	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	2	3	50.0%
Saint Louis University	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	3	3	0.0%
University of Wisconsin-Madison	Ph.D. in Social Welfare	Doctor's or Professional Degree	44.0701	5	3	-40.0%
University of Minnesota-Twin Cities	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	4	2	-50.0%
Case Western Reserve University	Ph.D. in Social Welfare	Doctor's or Professional Degree	44.0701	7	2	-71.4%
Colorado State University- Fort Collins	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	1	1	0.0%
Michigan State University	Ph.D. in Social Work	Doctor's or Professional Degree	44.0701	3	1	-66.7%
University of Wisconsin-Milwaukee	Ph.D. in Social Welfare	Doctor's or Professional Degree	44.0701	0	1	N/A

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to transition the Bachelor of Science Degrees in Special Education (Elementary and Secondary) to the Bachelor of Science in Special Education administered by the Department of Special Education and Communication Disorders in the College of Education, Health, and Human Sciences at the University of Nebraska at Omaha (UNO).

[ ] **Review** [X] **Review + Action** [ ] **Action** [ ] **Discussion**

[X] *This is a report required by Regents' Policy.*

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

To align with changes made by the Nebraska Department of Education, the Department of Special Education and Communication Disorders is updating their current majors and endorsements. This request is to transition the current programs in Special Education into one program, allowing graduates to receive a K-12 endorsement rather than a K-6 or 7-12 endorsement. To accomplish this change, the Bachelor of Science in Secondary Special Education will be discontinued and the Elementary Special Education Major will be renamed to Special Education with a K-12 endorsement. These changes will match NDE certification and prepare teachers for any grade level.

BACKGROUND INFORMATION

Section 2.6.1 of the *Board of Regents Policies* provides that the naming and renaming of the various academic organizational units such as a College, Program, Department, Center, Institute or School, "…shall be approved by the Chancellor responsible for the unit and the President. Such naming shall be reported to the Board of Regents."

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 elimination and name change, resulting in the transition of these degrees into a single Special Education program.

SUMMARY-TRANSITIONING OR ELIMINATING AN ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: UNO Elementary and Secondary Special Education

Date of Board approval: April 24, 2026

If a degree, estimated date of final completion: NA

Annual Program Savings*	Reductions at Completion		Brief Explanation
	FTE	Savings	The Elementary and Secondary Special Education programs are being transitioned into one K-12 program. To accomplish this, the Bachelor of Science in Secondary Special Education will be discontinued and the Elementary Special Education Major will be renamed to Special Education with a K-12 endorsement. These changes will match NDE certification and prepare teachers for any grade level.
Reduction in Faculty**		$ -	
Reduction in Staff**		$ -	
All Other Savings***		$ -	
Total Annual Savings		$ -	

*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 [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

For Degrees: Program Enrollment

Secondary Special Educaton	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Total**
Number of Majors	17	8	19	22	20	50
Number of Degrees Granted	8	1	5	5	7	26

Elementary Special Educaton	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Total**
Number of Majors	52	45	45	64	52	141
Number of Degrees Granted	11	3	6	12	10	42

** Total is based on the number of unique students, not the sum of enrollment

Number of majors is determined by students enrolled in a program at fall or spring census

Number of Degrees includes all degrees earned by students graduating in Fall, Spring, and Summer of the academic year

MEMORANDUM

Date: January 14, 2026

To: David Jackson, Interim Executive Vice President and Provost

From: Joanne Li, Chancellor, University of Nebraska at Omaha

RE: Program Deactivation—Bachelor of Science in Secondary Special Education

The University of Nebraska at Omaha committees have reviewed and endorsed the deactivation of a program.

The Department of Special Education and Communication Disorders requests the deactivation of the Bachelor of Science in Secondary Special Education. The Secondary Special Education majors will be moved to the Special Education major, a K-12 endorsement. This aligns with changes to the Nebraska Department of Education's Rule 20 and other regulatory changes. This proposal does not require the creation of new courses and will help maximize student credit hour production in current courses.

Cc: Phil He, Senior Vice Chancellor for Academic Affairs, Office of Academic Affairs
Sarah Edwards, AVC for Academic Excellence and Program Innovation

MEMORANDUM

Date: January 14, 2026

To: David Jackson, Interim Executive Vice President and Provost

From: Joanne Li, Chancellor, University of Nebraska at Omaha

RE: Name Change—Elementary Education – Special Education

The University of Nebraska at Omaha committees have reviewed and endorsed the requested name change for the Elementary Special Education major.

The Department of Special Education and Communication Disorders requests the change of the name of this major from Elementary Special Education to Special Education. With this change, there will only be one Special Education major in which students would receive a K-12 endorsement rather than a K-6 or 7-12 endorsement. This change is being made due to Rule 20 and certification changes at the Nebraska Department of Education.

Cc: Phil He, Senior Vice Chancellor for Academic Affairs, Office of Academic Affairs
Sarah Edwards, AVC for Academic Excellence and Program Innovation

University of Nebraska
Deletion of Major or Program

Use this form for deletion of undergraduate and graduate majors, degrees, and certificates

I. Descriptive Information

Name of Campus Proposing Deletion
UNO
Full Name of Program
Bachelor of Science in Secondary Special Education
Degree or Credential Awarded to Graduates of the Program
Bachelor of Science
CIP Code: 6 digit
Subject Code
Ex: BIO
Administrative Unit(s) for the Program (eg: Department, School, College)
Department of Special Education and Communication Disorders; CEHHS
Program is Currently Offered *[full program, not individual courses]*
_X_On-campus __Online (asynchronous) __ Synchronous Distance __Hybrid/Blended of Selected
Program leads to licensure or certification
_____ no ___X___ yes If yes, explain:
Proposed Date for Deletion of Major or Degree
Upon Approval
Major or Degree End Date
May 2028

II. Details

A. Justification for Deletion of the Program

We are deleting this program to move to a K-12 special education endorsement. In addition, the secondary special education major very low enrollment and graduation rates each year.

B. Plan for Implementation of the Deletion

1. Current Students
   There are currently 13 students in this program. They can complete their program as we still teach all of the courses, or they can choose to move to the K-12 endorsement.

2. Current Faculty, Staff and Curriculum
   No changes to personnel due to this change.

We are adding one new class in the area of secondary special education methods content.

3. Impact on other units and programs
   No direct impact on other programs.

4. Impact on Course Subject Codes

C. Impact on Resources

a. Fiscal

No cost savings as students will still be enrolled in one of our programs.

b. Human

No changes to human resources with the deletion of this major.

c. Physical

d. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses

Table 2: Revenue Sources for Projected Expenses

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNO Secondary Special Education						
	FY(2026) Year 1	(FY2027) Year 2	(FY2028) Year 3	(FY2029) Year 4	(FY2030) Year 5	**Total**
Total Revenue	$0	$0	$0	$0	$0	$0

TABLE 1: PROJECTED EXPENSES												
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: Secondary Special Education												
	(FY2026) Year 1		(FY2027) Year 2		FY(2028) Year 3		(FY2029) Year 4		(FY2030) Year 5		**Total Cost**	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Subtotal		$0		$0		$0		$0		$0		$0
Operating												
Subtotal		$0		$0		$0		$0		$0		$0
Total Expenses		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**

University of Nebraska
Modification of Major or Program

e.g. name change, merger/consolidation, etc.

I. Descriptive Information

UNO	**Current Information**	**Proposed Modification**
Name of Major or Program	**Elementary Education – Special Education**	**Special Education**
Degree or Credential to be Awarded to Graduates	**B.S.**	**B.S.**
CIP Code 6-digit http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55	13.1017	13.1001
Subject Code (ex: BIO)		
Administrative Unit(s) for the Major or Program (eg. Department, School, College)	Special Education and Communication Disorders	Special Education and Communication Disorders
Other participating Units		
Delivery Site		
Students may complete the Full Program *[check all that apply]*	_X_On-campus __Online (asynchronous) ___ Synchronous Distance __Hybrid/Blended of Selected	_X_On-campus __Online (asynchronous) ___ Synchronous Distance __Hybrid/Blended of Selected
Program leads to licensure or certification If yes, complete Appendix: Professional Licensure and Certification.	_____ no ___X___ yes	_____ no ___X___ yes
Other Programs (including Certificates, Majors, or Degrees) Offered in this Field by this Institution		
B.S. Dual Endorsement in ELED/SPED (K-6), M.S. in Special Education		
Percentage of Program Proposed Content Changes		
Curriculum/Courses: 15%	Learning Objectives:	Competencies:	Required Clinical:
Proposed Date Modifications will be Initiated		
Upon Approval		

II. Details

A. Description of Proposed Modification:

The change of the name of this major from Elementary Special Education to Special Education is to move to only having one Special Education major in which students would receive K-12 endorsement vs. K-6 or 7-12 endorsement. This change is being made due to the Rule 20 and certification changes at Nebraska Department of Education (NDE).

B. Justification of Proposed Modification:

This change is being made due to the certification changes at NDE and needs in the workforce. Also, the Secondary Special Education major is small, so this will assist with having it under one name.

C. Plan for implementation:

N/A

V. Appendix

A. Letters of Support Internal

B. Professional Licensure and Certification

a. This change just moves certification from K-6 to K-12.

TABLE 1: PROJECTED EXPENSES												
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: Elementary Special Education												
	(FY2026) Year 1		(FY2027) Year 2		FY(2028) Year 3		(FY2029) Year 4		(FY2030) Year 5		Total Cost	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Subtotal		$0		$0		$0		$0		$0		$0
Operating												
Subtotal		$0		$0		$0		$0		$0		$0
Total Expenses		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNO Elementary Special Education						
	FY(2026) Year 1	(FY2027) Year 2	(FY2028) Year 3	(FY2029) Year 4	(FY2030) Year 5	**Total**
Total Revenue	$0	$0	$0	$0	$0	$0

MEMO

TO: Academic Affairs

FROM: Beth Leader-Janssen, Ph.D., Chair of Department of Special Education and Communication Disorders

DATE: November 6, 2025

RE: Changes to Special Education Majors

The Department of Special Education and Communication Disorders is updating current majors/endorsements to match changes Nebraska Department of Education made to certification. We will be offering a Special Education K-12 endorsement. In order to do this we are going to change the name of the Elementary Special Education Major to Special Education with K-12 endorsement and delete the Secondary Special Education major.

We are also creating a new concentration for the K-12 endorsement.

October 30, 2025

Dr. Beth Leader-Janssen
Special Education and Communication Disorders
College of Education, Health, and Human Sciences

Dear Dr. Leader-Janssen,

I am pleased to offer this letter of support for the deletion of the Secondary Special Education major. The Secondary Special Education majors will be moved to the Special Education major. This aligns with changes to the Nebraska Department of Education's Rule 20 and other regulatory changes. This proposal does not require the creation of new courses and will help maximize student credit hour production in current courses.

On behalf of the Dean's Office, I fully support moving this proposal forward for university approval and implementation.

Sincerely,

Kristine Swain

Kristine Swain, Ph.D.
Associate Dean
College of Education, Health, and Human Sciences

c: Neal Grandgenett, PhD, Lois G. Roskens Dean

University of Nebraska Omaha
College of Education, Health, and Human Sciences Office of the Dean
6005 University Drive North, RH 211 | Omaha, NE 68182 | 402.554.2719
unomaha.edu

October 30, 2025

Dr. Beth Leader-Janssen
Special Education and Communication Disorders
College of Education, Health, and Human Sciences

Dear Dr. Leader-Janssen,

I am pleased to offer this letter of support for the proposed name change to from Elementary Special Education to Special Education which will provide the opportunity for all students completing a special education major to be in this one major. This will allow a new concentration to be offered for a K-12 teaching endorsement. This aligns with changes to the Nebraska Department of Education's Rule 20 and other regulatory changes. This proposal does not require the creation of new courses and will help maximize student credit hour production in current courses.

On behalf of the Dean's Office, I fully support moving this proposal forward for university approval and implementation.

Sincerely,

Kristine Swain

Kristine Swain, Ph.D.
Associate Dean
College of Education, Health, and Human Sciences

c: Neal Grandgenett, PhD, Lois G. Roskens Dean

University of Nebraska Omaha
College of Education, Health, and Human Sciences Office of the Dean
6005 University Drive North, RH 211 | Omaha, NE 68182 | 402.554.2719
unomaha.edu

BOARD OF REGENTS
AGENDA ITEM SUMMARY

The Board of Regents **April 24, 2026**

AGENDA ITEM: Approve the revised Project program statement for the Big Red Rebuild Memorial Stadium Project; Approve use of University personnel in construction and design for the Project; Approve IDR- 2.

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

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

PRESENTERS: Troy Dannen, Director of Athletics
Kortne Gosha, Sr. Associate AD Capital Planning & Facilities

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. Unless the project is a Renewal Project or Infrastructure Project, RP-6.3.6.2.d. stipulates that a program statement is required for projects with an estimated project cost of $7,500,000 or more. RP-6.3.1.4.i. states that the University 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.d. allows the Board of Regents to authorize expenditure of a different amount than the amount originally approved in a program statement. 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.

With the change in Athletic Department administration the Memorial Stadium Renovation project was paused for review and a feasibility study was completed. The revised Memorial Stadium Project program statement reflects updated department priorities and vision for Memorial Stadium and Board approval is requested for the revised program statement. This request also recognizes substantive changes to RP-6.3.6 that became effective on October 3, 2025, which was after the original program statement was approved by the Board. The construction schedule proposed has approximately 1 year for design and preparatory work with approximately 2 years for major construction activity. Fast-track design and construction techniques are required to achieve the desired schedule.

Intermedia Design Services (IDR) 1 involving an expenditure of funds of up to $48,500,000 was approved as part of the first Stage under the original program statement and were submitted to the Board of Regents Business & Finance Committee. IDR-1 was reported to the Board on December 5, 2025, consistent with the requirements in RP-6.3.6(2)(e).

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 and approval is requested for University employees to assist with this Project.

To maintain the desired schedule, expenditure of funds up to $175,000,000 is being requested upon approval of IDR-2 as part of the second stage of the project. These funds are needed to complete steel procurement, demolition and temporary conditions ordering long lead time items and construction. Long lead items include, but are not limited to, certain mechanical and electrical equipment, structural elements such as steel frame and concrete structure, building enclosure elements, seating elements and sitework equipment. The Athletic Department anticipates requesting approval of IDR-3 as part of the third and final Stage of the project with a Total Stage Cost estimation of $331,050,000 on or before August, 2026.

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 the 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.

October 3, 2025 – The Board of Regents substantively revised RP-6.3.6, addressing Capital Planning and Development policies.

November 7, 2025- The Project Feasibility Charter was submitted to the Board of Regents Business & Finance Committee.

December 5, 2025 – The Project Intermediate Design- Part 1 (IDR-1) for the first Stage of the Big Red Rebuild project was reported to the Board of Regents.

RECOMMENDATION

1.) Approve the revised Project Program Statement with a Total Estimated Project Cost of $600,000,000.
2.) Approve Intermediate Design Documents Part 2 (IDR-2) as part of the second Stage of the Project.
3.) Approve the use of qualified University employees for construction, alterations and repairs work for by University employees with cost exceeding $250,000 and for design services by University employees with costs exceeding $400,000 per RP-6.2.5.

Program Statement

Project Name:	"Big Red" Rebuild - Memorial Stadium Renovation
Campus:	University of Nebraska-Lincoln
Date:	April 24, 2026
Prepared by:	NU Athletics Capital Planning & Facilities
Campus Project No:	14423

1. Introduction

A. Background and history

Memorial stadium was built in 1923 with a seating capacity of approximately 31,000. The stadium was modeled after Ohio State's Ohio Stadium and originally consisted of stands only on the east and west sidelines. A series of four additions between 1964 and 1972 enclosed the stadium by adding seats at the north and south end zones, more than doubling the capacity of Memorial Stadium to 74,000. A major renovation in 1999 expanded the concourse level and added a new press box, club level seating, and 42 suites above the west stadium. In 2004, construction began to renovate and expand the North Stadium, adding 13 suites and over 6,000 seats, increasing the capacity of Memorial Stadium to more than 81,000.

In 2010, construction began to renovate and expand the East Stadium, addressing accessibility needs with space at the Balcony level, adding over 2,100 club seats, 38 suites, and over 3,300 general admission seats, increasing the capacity to more than 90,000. The East Stadium renovation also provided shell space for the Athletic Department Athletic Performance Lab in the north shell space, and the CB3 research spaces in the south shell space. Even with the previous expansions, Memorial Stadium holds the ongoing NCAA-record 382 consecutive sellout streak which began in 1962.

As Memorial Stadium passes its first 100th year in 2023, Nebraska Athletics has been working diligently on a plan that will set the stage for the next 100 years. Informed by the recent fan survey, potential improvements to the Stadium are being evaluated with the goal of providing student athletes with elite facilities, while also maintaining the history and character of the facility so many Nebraskans know and love. The scope and phasing of the improvements to be made to the Stadium will be based on several factors, including funding capacity.

B. Project description

- The improvements to the Memorial Stadium include three sides of the Stadium: West, South, and East.
- South Stadium is to be demolished and rebuilt with a large score board, improved student seating and general seating. The Schorr Center will also be demolished and all University Staff and Operations will be relocated to space in Nebraska Hall and Scott Engineering.
- West Stadium seating bowl is to be demolished and rebuilt with new premium seating and improved general seating.
- West Stadium interior spaces are to be renovated with new premium clubs, upgraded restrooms and concourses, and improvements to the suite levels.
- A new loading dock is to be built at the northwest corner of the Memorial Stadium.
- Replacement seating in the East Stadium and modifications to meet code requirements.
- 360-degress field connection at 100 Level.
- 360-degree main concourse connection at 200 Level.
- 270-degree upper concourse connection at 300 Level.
- New stadium support spaces including vertical transportation, restrooms and food service to enhance "game day" operations and the ability for 365-day use of the facility.
- Concession upgrades, refurbished menu options and added points of sale throughout the stadium.
- Development of the South Plaza as a new gateway to the west edge of campus.
- ADA/Code compliance through the stadium.

C. Purpose and objectives

The purpose of the project is to provide necessary improvements to the Memorial Stadium for the next century to come.

The objectives of the project are to:

1) Corrects a large portion of the $250+M in critical deferred maintenance deficiencies.
2) Creates a facility that enhances the evolving fan experience.
3) Improves ADA & Code compliance throughout the stadium.
4) Maintains and enhances the Athletics Department's self-sustaining financial model, by creating additional revenues to compete in the new landscape of college athletics.
5) Modernize the infrastructure to ensure the sustainability of the stadium for the next century.
6) Provide equitable and affordable access for all fans.

2. Justification of the Project

A. Data that supports the funding request

It is essential the University of Nebraska-Lincoln keep the Athletic Department and football program financially solvent and competitively strong so it can continue to be not only self-sustaining, but a contributing member of the University community. Unlike many public universities, the Athletic Department does not receive any state general operating funds. In fact, the Athletic Department annually contributes to the University of Nebraska-Lincoln for other non-athletic needs.

B. Alternatives considered as it relates to current program— every option was considered, including feasibility of a new stadium, phased renovations, and only addressing deferred maintenance. All other options were not financially feasible or simply not functionally possible without major disruption and significant economic losses for an extended period of time. In our peer review other projects were compared:

1) Northwestern- 35,000 seat new stadium $800M
2) Penn State- $700M
3) Kansas- $500M
4) Confidential (SEC) Peer Estimated at $1B
5) Confidential (Big Ten) Peer Estimated $1.5B

3. Location and site considerations

A. County: Lancaster

B. Town or campus: University of Nebraska-Lincoln City Campus

C. Proposed site: The building location is shown on the map below.

D. Statewide building inventory:

- Memorial Stadium East C049
- Memorial Stadium North C492
- Memorial Stadium South C502
- Memorial Stadium West and Skyboxes C050
- Schorr Center C102
- Cornhuskers Athletic Complex C195

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The proposed project is partial rebuild and partial interior renovation within the existing footprint of Memorial Stadium. Due to the project's location, the Schorr Center is to be demolished and programs within are to be relocated to other existing campus buildings. The reasonable access to adjacent Avery building will be maintained. However, it is not anticipated to adversely affect any other facilities or programs.

2) Utilities

Existing utilities into and from the stadium will be maintained or upsized to serve the new stadium needs. Existing public sanitary sewer will be protected in place. New construction will be installed to provide additional sanitary sewer capacity for the stadium. Major reconstruction of all storm sewer within the field level as well exterior storm sewer adjacent to south stadium will be required to upgrade existing infrastructure and increase capacity of storm system. Chilled water services will be installed from existing chilled water distribution mains to serve new construction. Fire and domestic water services will be installed from the existing water main to serve new construction. Existing steam tunnel will be protected and/or reconstructed as necessary to provide new steam service from existing campus steam infrastructure. Existing gas services which serve stadium and generators will need to be relocated outside the limits of south stadium construction.

3) Parking and Circulation

Parking, vehicular, and pedestrian circulation in the vicinity of Memorial Stadium will be affected during construction of the project. The parking lot south of the stadium will be closed during the entirety of construction. Portions of Stadium Drive and T Street, adjacent to the stadium, may also be affected during construction. Upon project completion, there will likely be a parking stall reduction of 94 total; all or a portion of the lost stalls will be relocated or accommodated in other areas of the campus.

4. Comprehensive Plan Compliance

A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission, and Campus Strategic Plan

Nebraska Strategic Framework:

Investing in Nebraska's Future: Strategic Framework 2014-2016 includes the following objectives:

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

The Memorial Stadium project will include design that accommodates future needs of the facility and allows for cost effective approach to enhancing the stadium over the years and decades to come.

N2025 Strategic Plan:

"The goal of the N2025 Strategic Plan is to make Nebraska distinctive by promoting the tenet that ***every person and every interaction matters***. "

The Memorial Stadium project aims to align with and support the principle that every person and every interaction matters. The project will foster this by improving the access and mobility surrounding the stadium and continue this through the ingress and circulation throughout the stadium to connect both the fans and the services that have become the pride of the State of Nebraska.

This project is committed to "responsible stewardship of resources." As stated in the Strategic Plan this is accomplished through a design which implements "sustainability, environmental resilience, and stewardship of natural resources."

UNL Campus and Landscape Master Plans:

In addition, the project complies with the PLAN BIG - UNL Campus and Landscape Master Plans (November 2013), which has been adopted by campus administration. The project will allow improvements to the surrounding parking lots and allow for future plaza and pedestrian friendly circulation.

- Land and Building Use - Project preserves both the 12th Street Mall and the T Street Mall outlined in Master Plan. The project design will "accommodate large flows of pedestrians and bikers while providing an attractive, memorable connection between destinations."
- Campus Landscape System - Project preserves the City Campus landscape approach to outdoor spaces by developing "holistic compositions of hardscape, plant materials, and site elements, such as walls, lighting, and furnishings aimed at creating unified outdoor environments for the greater benefit of the campus community. At UNL these outdoor spaces include mobility types such as campus malls, streets, shared service drives, and paths."
- Bike Trails and Facilities – Project preserves the established bike routs surrounding Memorial Stadium and the adjacent campus buildings.

B. Consistency with the agency comprehensive capital facilities plan

The Memorial Stadium project is consistent with guidelines regarding "Good Value in Renewal of Existing Facilities."

The project supports the following Campus Facility Development Plan goals:

(1) *Thoroughly Assessing Current and Future Needs. A thorough survey of existing hazardous materials, fire, and life safety, and building system issues, needs, and conditions is made for all major renovation projects.*

(2) *Ensuring Attention to Broad Safety, Accessibility, and Repair Concerns. Major fire and life safety, accessibility, and deferred repair needs are addressed when major renovation projects are undertaken, including repair or replacement of roofs and other exterior building envelope work.*

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

West Stadium: the current programs include seating, restroom, concessions, suites and media boxes. The proposed project will rebuild the seating bowl, create new seating types and premium spaces, provide adequate restrooms, food service areas, vertical transportation, and renovate existing suite spaces.

South Stadium: the current program is mainly general seating. The proposed project will provide a new seating bowl, new restrooms, concessions, and vertical transportation opportunities for stadium fans.

East Stadium: the current programs include seating, restroom, concessions, and suites. The proposed project will only renovate a portion of the general seating area and associated aisles and utilities work underneath the original stadium. Additional renovation of circulation may occur, if the budget allows.

North Stadium: the current programs will remain as existing, minor adjustments to seating, rails, electrical, IT, loading dock and North Vertical circulation may impact the North Stadium in association with the primary renovated areas of the East, West, and South. However, we anticipate no major structural changes to the North stadium in association with the renovation project.

B. Square footage of existing areas

Memorial Stadium East	365,860 GSF
Memorial Stadium North	114,557 GSF
Memorial Stadium South	79,324 GSF
Memorial Stadium West Sideline & Skyboxes	264,600 GSF
Schorr Center	37,966 GSF
Cornhuskers Athletic Complex	150,479 GSF
Total Stadium Complex	1,012,786 GSF

C. Utilization of existing space by facility, room and/or function

The South, East, and West stadium areas affected by this project are used primarily for Game Day use and have a storage and operations function for the remainder of the year. North Stadium currently houses an Athletic Department that functions year-round and will continue to do so after completion of this project.

D. Physical deficiencies

The proposed project will resolve the following physical deficiencies of the current conditions of Memorial Stadium:

- Modernization and expansion of concourse restrooms and concessions.
- Increase of vertical transportation to upper levels of stadium.
- Horizontal connection of Field Level and Main Concourse Level on all four sides of the Stadium.
- Horizontal connection of upper concourse from west to south to east stadiums.
- Consolidation of loading dock services for the entire stadium.
- ADA compliance throughout the facility.
- Aged infrastructure and correct $250+ Mil in deferred maintenance.

E. Programmatic deficiencies

The existing stadium has the following programmatic deficiencies:

- South Stadium: The vertical circulation to upper seating areas is via ramps which are in need of replacement. The only restroom and concessions for the south are all the way down at the entry and field levels, creating congestion. There is insufficient ADA and companion seating provided for the population of the South Stadium.
- East Stadium: the bowl egress components are not adequate in accordance with current code requirements.
- West Stadium: the original bowl structure requires annual maintenance; the bowl egress components are not adequate in accordance with current code requirements. There are inadequate restrooms and vertical circulation to serve the fan populations of the West Stadium.
- Field Level: The existing circulation does not allow for services to move between each side of the stadium.
- There is currently no kitchen/commissary space that meets the need of a modern stadium that includes general concessions, premium clubs and suites.

F. Replacement cost of existing building

The replacement costs listed below are from the most recent Facilities Management Information Report (FMIR) dated June 30, 2016 (calculated for insurance purposes) and do not include moveable equipment, boilers, chillers, electrical power generator equipment, land values, and the cost of moving. Total Value: $597,800,000

Facility ID C049-Stadium East	$258,312,000
Facility ID C050-Stadium West	$185,955,000
Facility ID C502- Stadium South	$55,861,000
Facility ID C492-Stadium, North	$81,919,000
Facility ID C102-Schorr Center	$15,753,000

6. Facility Requirements and the Impact of the Proposed Project

A. Functions and purpose of the proposed program

1) Activity identification and analysis

In addition to the seating bowl replacement at south and west, the proposed program also includes new club spaces, updated concourses and a permanent team store. Those programs will enhance fan experience and promote the use of Memorial Stadium as a 365 venue of different events for students, staff, and the public.

2) Projected occupancy/use levels

Personnel projections

The enlarged and updated concessions will create employment opportunities for the public and the university staff. Projected maintenance and facility staff will increase to 20-30 personnels.

Describe/justify projected enrollments/occupancy

Memorial Stadium has and will continue to serve the students, faculty, and fans of Nebraska Athletics as a member of the Big Ten Conference. It is the goal of Athletics to continue the current sell-out streak while providing high-quality amenities and additional seating options for all fans. The project will improve the fan experience in the South, West, and East Stadium through new seating, premium spaces, concessions, and vertical transportation choices.

B. Space requirements

1) Square footage by individual areas and/or functions

Space Description	West Stadium Affected NSF	South Stadium Proposed NSF	East Stadium Affected NSF	North Stadium Affected NSF	Total NSF For Project
Premium Seating	47,771	0	10,976	0	58,747
Spectator Seating	23,722	91,925	41,262	0	156,909
Premium Amenities	87,173	0	0	0	87,173
Concourse Fan Circulation	57,145	69,671	0	2,880	129,696
Concourse Restrooms	5,371	12,899	0	0	18,270
Concourse Concessions	9,553	13,186	0	0	22,739
General Use Facilities	18,154	7,442	11,774	0	37,370
Building Support	30,099	62,510	5,865	5,613	104,087
Net Square Feet	**278,988**	**257,633**	**69,877**	**8,493**	**614,991**
Gross Square Feet	**304,707**	**279,036**	**70,590**	**9,412**	**663,745**
Efficiency	91.6%	92.3%	99.0%	90.2%	92.7%

2) Basis for square footage/planning parameters

The basis for allocating square footage for the program areas is as follows:

- Premium Seating areas are based on the tread depth and bowl configuration needed to support the type of seating, the circulation within the seating bowl, and the sightlines required for these areas.
- Premium amenity areas are based on industry best practices for square footage per patron for the different levels of premium.
- Spectator seating areas are based on the tread depth and bowl configuration needed to support the type of seating, the circulation within the seating bowl, and the sightlines required for these areas.
- Fan circulation areas are based on code requirements and industry best practices for

square footage per patron for the different levels of concourse.

- Restroom areas are based on code required fixture formulas based on localized occupancy counts, resulting in more than code minimum fixture counts overall for the stadium.
- Concession areas are based on industry best practices for point-of-sale quantities for the number of fans being served in any given area of the stadium.
- Office facility areas are based on programmatic needs of the stakeholders in that area, as well as industry workplace standards.
- Building support areas are based on the amount interior conditioned space being served and the assumed equipment needed to serve that conditioned space to meet building code, and industry standards of similar space.

3) Square footage difference between existing and proposed areas (net and gross)

	Existing	Proposed	Difference
Net Square Feet	321,621	614,991	293,370
Gross Square Feet	433,900	663,745	229,845
Efficiency	74.1%	92.7%	18.6%

C. Impact of the project on existing space

1) Reutilization and function(s)

This project will not displace any existing functions within Memorial Stadium. This project will upgrade and enhance the existing space functions.

2) Demolition

The entire South Stadium will be removed and replaced including the Schorr Center. The entire West Stadium seating bowl will be removed and replaced. Selective demolition of the West Stadium tower areas and the East Stadium seating bowl will be required on the defined areas and limited floor levels.

3) Renovation

Renovation of the West Stadium tower will require modernizing restrooms, concessions and vertical transportation, upgrading suite spaces, and re-organizing the Nebraska Athletic Ticket Office.

4) Enabling

(1) The relocation of Schorr Center Faculty, Staff and Equipment, Utility relocation and improvements will be required to start prior to Primary Demolition and Construction within Memorial Stadium.
(2) Foundation work in the lower West stadium, relocating athletics ticketing and development and food service.

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

Items planned for reuse in the Stadium include select pieces of office equipment and equipment used for game day operations. A more detailed list of reusable equipment will be developed during the design phase of the project.

B. Additional Equipment

1) Fixed equipment

A detailed list of fixed equipment will be developed during the design phase.

New fixed equipment will include but is not limited to: Kitchen Equipment for commissary, prep kitchens and concessions stand will be developed during the design phase in conjunction with the Design Team and new concessionaire.

2) Movable equipment

A detailed list of movable equipment will be developed during the design phase.

3) Special or technical equipment

A detailed list of special or technical equipment will be developed during the design phase. New videoboards and ribbons boards will be specified at further stage of design and will include new videoboards in the south, ribbons boards in the West, South and East (new and replacement of current).

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

The new construction of the entire South Stadium and West Stadium seating bowl is the type of construction in which the building elements are noncombustible materials, and the building structure is protected with fire resistant coating or covering. Based on the geotechnical information available, the foundations systems will be auger cast-in-place (ACIP) piles. The seating bowl will consist of precast seating units on steel raker beams. The superstructure will be structural steel. The lateral load resistance system for the area will be comprised of vertical steel braced frames.

The renovation of West and East Stadiums will not change the construction type of existing facility.

B. Heating and Cooling Systems

The main heating and cooling systems will utilize steam and chilled water from the University campus energy system. Where required for new and renovated areas of the stadium, new variable volume air handling units will be provided to serve the occupied spaces. New grease exhaust systems will be provided to serve the cooking hoods within the new Commissary spaces in South Stadium. Mechanical systems will be provided to support required life safety systems including smoke exhaust and stair pressurization. Existing air handling units and other mechanical components will be reused as required if they fit the new design requirements and are in good working condition.

C. Plumbing System

The overall plumbing system for the project is planned to provide adequate plumbing utilities, piping, pipe accessories, and plumbing equipment to serve the existing facility and the new facility. Plumbing utilities and associated piping will be either altered, remain, demolished, or be newly provided, to serve the existing West Stadium facility. All plumbing systems will be demolished and replaced with new plumbing systems for the new South Stadium facility. Individual plumbing systems will be incorporated into the project, including domestic cold water, domestic hot water, sanitary waste, sanitary vent, grease waste, natural gas, and storm. The plumbing system shall align with the University of Nebraska-Lincoln design guidelines and specifications.

D. Electrical System

An extensive rework of the existing high voltage campus distribution system surrounding Avery Hall will need to take place for each phase of the Memorial Stadium's reconstruction and renovation to occur. Existing equipment (including high voltage switches, transformers, and generators) will need to be relocated and/or replaced. The stadium will then be refed using methods consistent with the existing UNL distribution system.

The older portions of the West Stadium's 480 V and 208 V distribution systems will be completely replaced, and certain 480 V components of the East Stadium will be refed and reconnected.
Electrical fit-out of the new and renovated areas of West Stadium and the new areas of South Stadium will follow the University guidelines and the industry's latest best practices for the design and selection of power and lighting systems.

E. Life Safety/ADA

All new and renovated areas of the Memorial Stadium will conform to the requirements of the Americans with Disabilities Act and Nebraska Accessibility Guidelines. The system will be designed in accordance with current life safety and fire code requirements and UNL Standards.

F. Security

The security systems shall be an extension of the existing Campus-wide security systems designed and specified to the standards established by the University.

Elevators and select doors will be equipped with access control devices. The existing closed circuit security camera system will be adjusted to monitor the building perimeter, seating areas, and each level of the facility, within the project area limits, as required.

G. Sustainability

The project will meet the University of Nebraska's requirements to be designed as LEED Certifiable.
The project will also be designed in compliance with the UNL Standards.
The project will consider the following sustainable design features:

- Variable air volume HVAC systems
- Demand-controlled ventilation
- Low flow plumbing fixtures
- Low-voltage lighting control system
- LED lighting

H. Historic or architectural significance

Although Memorial Stadium is not registered as a historic structure, it is viewed as a landmark of importance to the University of Nebraska, the City of Lincoln, the State of Nebraska, and alumni and fans everywhere. The design will strive to sustain and strengthen this importance for the campus, City of Lincoln, and the State of Nebraska.

I. Artwork

The State of Nebraska 1% for Art Program requirement is not applicable. The project anticipates the use of appropriate branding and wayfinding and will be developed during the design phase.

J. Phasing

This project will be completed over multiple years due to its complexity and the need for construction and facility availability to overlap with the football schedule and other events planned within

Memorial Stadium. The design and construction management team will help develop a more specific phasing schedule that will allow the Athletic Department to continue to use the facilities to the greatest extent possible.

K. Future work

No future work or expansion is identified for the proposed project.

L. Other

The playing field will be adjusted to align with the center of the Stadium in north-south and east-west directions. The hydronic heating systems will be utilized to maintain playability and safety during cold weather and snowfall. The systems involve a network of underground pipes or wires, connected to a heat source within the stadium, to heat the playing surface. Sensors can control the system by monitoring temperatures and automatically activating it as needed to ensure ideal field conditions.

9. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

Architect has designed all UNL Guidelines and is reflected in the estimate received by the CM. For the estimate performed the CM utilized direct feedback from the subcontractor market (70%), as well as unit pricing from subcontractors with the CM then estimating from provided quantities (22%) and finally using historical unit rates, and allowances (8%). The estimate was then compared to other similar size and scope projects from past work completed by the CM.

2) Identify year and month on which estimates are made and inflation factor used

Construction estimate was completed in June of 2025. All subcontractors were asked to price the work, assuming the current schedule with primary construction starting in December of 2026 and completing in July of 2028. The remainder of non-construction line items were escalated at 3%.

3) Net and gross square feet

	Proposed
Net Square Feet	524,285
Gross Square Feet	641,996
Efficiency	81.7%

4) Project cost per net and gross square foot

$ 1,144 / NSF
$ 935 / GSF

B. Construction cost per gross square foot: $ 623 /GSF

C. Total project cost

CONSTRUCTION COSTS		Phase 1	Phase 2	Schorr	TOTAL
External Services	General Construction Contractor	$4,985,243	$409,157,900	$4,509,100	$418,652,243
	Fixed Equipment (Installed by GC)	0	0	0	0
	Other Construction Contract(s)	1,153,546	0	3,381,600	4,535,146
	Sitework/Demolition	439,161	3,500,000	0	3,939,161
	Parking/Drives, Roads, & Walks	0	0	0	0
	Utilities Contractor(s) and/or Services	0	2,000,000	0	2,000,000
	Environmental Issues (i.e., asbestos abatement, etc.)	20,290	300,000	264,100	584,390
	Signage	8,000	5,000,000	59,100	5,067,100
	Moving and Relocation - Construction Materials	0	0	0	0
	Construction Contingency	838,700	40,144,900	893,700	41,877,300
Internal Services	Energy Management Control System	0	2,026,600	212,800	2,239,400
	Card Access System	0	368,200	150,100	518,300
	Fire Alarm System	0	0	208,500	208,500
	Security System	0	0	0	0
	Keying of Doors	0	0	8,700	8,700
	Other NU Services	301,408	0	61,200	362,608
	Landscaping	0	0	0	0
	Utilities	0	0	0	0
	IS Infrastructure	285,637	3,105,200	172,800	3,563,637
	Fixed Equipment (Purchased/Installed by NU)	0	11,500,000	0	11,500,000
	Subtotal - Construction Costs	**$8,031,985**	**$477,102,800**	**$9,921,700**	**$495,056,485**
NON-CONSTRUCTION COSTS		Phase 1	Phase 2	Schorr	TOTAL
Design and Project Management	Planning & Program Statement	4,130,760	0	0	4,130,760
	A/E Basic Services	20,617,919	14,375,000	0	34,992,919
	A/E Additional Services	108,000	2,000,000	101,200	2,209,200
	A/E Reimbursable Expenses	215,567	0	10,200	225,767
	NU Design Services	0	0	338,200	338,200
	NU Project Management	1,000,100	5,382,900	333,200	6,716,200
	Other Specialty Consultants	1,399,250	9,680,000	393,100	11,472,350
Furniture, Furnishings, and Equipment	Movable Equipment	4,340,298	9,750,000	0	14,090,298
	Non Capital Equipment/Supplies	2,565,884	12,750,000	853,500	16,169,384
	Artwork	612,342	1,000,000	20,400	1,632,742
Other	Land Acquisition	0	0	0	0
	Parking Replace/Lease	0	3,885,400	0	3,885,400
	Moving & Relocation Costs	374,762	0	137,300	512,062
	Builder's Risk Insurance	0	1,000,000	0	1,000,000
	Building Permit/Code Review and Inspection	14,077	1,780,100	39,600	1,833,777
	Other Non-Construction Costs	0	378,200	9,900	388,100
	1% Arts Fee	0	0	0	0
	Fundraising Fees	1,939,056	0	0	1,939,056
	Non-construction Contingency	100,000	3,015,100	292,200	3,407,300
	Subtotal - Non-construction Costs	**$37,418,015**	**$64,996,700**	**$2,528,800**	**$104,943,515**
		Phase 1	Phase 2	Schorr	TOTAL
TOTAL PROBABLE PROJECT COSTS		**$45,450,000**	**$542,099,500**	**$12,450,500**	**$600,000,000**

D. Fiscal impact based on first full year of operations

1) Estimated additional operational and maintenance costs per year

Additional annual operational and maintenance costs as a result of this project are estimated to be $500,000.

2) Estimated additional programmatic costs per year

No additional programmatic costs are anticipated as a result of this project.

E. Fiscal impact based on annual assessment

Athletics is exempt from the annual assessment as they are responsible for annual preventative and repair maintenance.

10. FUNDING

A. Total funds required: $600,000,000

1) **$45,450,000** Initial Funding Approved
2) **$48,500,000** IDR-1 Approved
3) **$506,050,000** new project scope requires approval

B. Project funding sources

Scope	Amount	Source
New Program Statement	$350,000,000	Revenue Bonds
New Program Statement	$250,000,000	Private Donations
	$600,000,000	

C. Fiscal year expenditures

Fiscal Year (July 1-June 30)	Amount
Project Start through Dec, 25	$ 45,450,000
Remainder of FY26	$ 25,058,670
FY27	$ 125,104,124
FY28	$ 323,896,462
FY29	$ 80,490,744
Total	**$600,000,000**

11. TIMELINE

A.	Intermediate Design Review #1	December 2025
B.	Bid Package- Enabling Execution	December 2025
C.	Program Statement Revision	February 2026
D.	Start of Enabling Construction	March 2026
E.	Intermediate Design Review #2, Early Execution/Buy out	April 2026
F.	Completion of Construction Documents	April 2026
G.	Intermediate Design Review #3	August 2026
H.	GMP Execution	August 2026
I.	Start of Construction	December 2026
J.	Completion of Construction	July 2028
K.	Occupancy – To be in phases Renovation	August 2028

12. HIGHER EDUCATION SUPPLEMENT

A. Coordinating Commission for Postsecondary Education (CCPE) Review

CCPE review not required.

B. Method of Contracting

1) Identify method

Construction Manager at Risk (CMR)

2) Provide rationale for method selection

The Construction Manager at Risk delivery method has been selected to manage the complex nature of this project and provide flexibility to phase to meet a tight timeframe for completion. 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. It is anticipated that multiple early bid packages and other techniques will be used to achieve the project schedule. The project will fall under the University of Nebraska's Mega-Project designation. Note the construction and methodology will allow for the stadium to remain in use during the renovation.

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve the University System Facilities Bonds & Related Financing Matters

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

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

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

PURPOSE & KEY POINTS

This Resolution authorizes a financing through the University of Nebraska Facilities Corporation, not to exceed $300,000,000, to finance various projects as may be considered and approved by the Board of Regents in accordance with regular Board policies governing capital projects. The Resolution authorizes the issuance with a maximum maturity of 40 years, but maturities will be based on market interest rates and are expected to be 30 years or less. The Resolution further authorizes the execution and delivery of the related financing documentation and delegates authority to certain officers, including the President and the Senior Vice President and Chief Financial Officer to make certain determinations and approve and finalize the terms of the Bonds and related documentation. The Resolution provides approval of the acquisition of CRHS assets for purposes of Section 147(f) of the Internal Revenue Code.

RECOMMENDATION

The President recommends approval.

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

RESOLUTION

APRIL 24, 2026

AUTHORIZING

UNIVERSITY SYSTEM FACILITIES BONDS
OF
THE UNIVERSITY OF NEBRASKA FACILITIES CORPORATION

BE IT RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Regents (the **"Board"**) of the University of Nebraska (the **"University"**), hereby finds and determines as follows:

It is necessary, desirable, advisable and in the best interests of the University that the University construct, acquire, furnish and improve various buildings and other facilities comprising a part of the University's facilities, together with all furnishings and fixtures located or incorporated therein or related thereto (collectively, the **"Project"**); and

On August 14, 2025, the Board approved the issuance of additional debt obligations in addition to the authorization provided herein (the **"2025 Resolution"**).

Section 2. Authorization of Bonds; Financing Agreement. The Board hereby authorizes the issuance of University System Facilities Bonds in one or more series (the **"Bonds"**) to be issued by the University of Nebraska Facilities Corporation, a nonprofit corporation and instrumentality of the University (**"UNFC"**). The Bonds shall be issued under a Trust Indenture (the **"Indenture"**), by and between UNFC and the trustee determined in accordance with **Section 3** hereof (the **"Trustee"**). The Bonds shall be secured by the Board's obligations to make certain payments under a Financing Agreement by and among the Board, UNFC, and the Trustee (the **"Financing Agreement"**). Pursuant to the Financing Agreement, UNFC will act as the Board's agent for the financing or refinancing, as applicable, the Facilities, and will hold the Facilities in trust for the Board. The Bonds and the obligations authorized by the 2025 Resolution may be sold via negotiated sale to an underwriter or to a purchaser via a direct placement.

Section 3. Determination of Final Terms. In connection with the issuance and sale of the Bonds by UNFC, the Chair, Vice-Chair, or Secretary of the Board, or the President or the Senior Vice President and Chief Financial Officer of the University, or such officer authorized to perform the duties of such role (each, an **"Authorized Officer"**), is hereby authorized to specify, determine, designate, establish and appoint, as the case may be (a) the price at which the Bonds may be sold to the underwriter or underwriters thereof (the **"Underwriter"**) or purchaser thereof, if sold pursuant to a direct placement, (b) the title (including series designation) of the Bonds, dated date and aggregate principal amount, which aggregate stated principal amount shall not exceed $300,000,000 for the financing of the Project (which amount may be increased to the extent of any original issue discount as determined appropriate by such Authorized Officer) and such additional principal amount as may be necessary to pay costs of issuance, (c) the principal maturities and dates, including the final maturity not to exceed forty years, (d) the rate or rates of interest to be borne by each principal maturity and the dates on which interest shall be due, (e) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption or mandatory sinking fund redemption, the provisions governing such redemption, including redemption prices, (f) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (g) the identity of the Underwriter or any purchaser and the Trustee and any separate paying agent and registrar, as may be determined appropriate, (h) whether Bonds shall bear interest on a tax-exempt or taxable basis, and (i) all other terms and provisions of the Indenture, the Financing Agreement and the Bonds not otherwise specified or fixed by this Resolution.

Section 4. Project. The University is hereby authorized to apply a portion of the proceeds of the Bonds to finance the Project, as determined by an Authorized Officer pursuant to **Section 3** above.

Section 5. Bond Documentation. In connection with the issuance and sale of the Bonds by UNFC, each Authorized Officer is hereby authorized and directed to approve the form and content of, and to execute and deliver, one or more of any or all of the following documents (collectively, the **"Financing Documents"**):

(a) The Financing Agreement;
(b) The Indenture;
(c) A Purchase Agreement setting forth the terms of the sale of the Bonds to the Underwriter;
(d) A trust arrangement setting forth the terms of the investment of funds related to the Bonds, whether included in and pursuant to the Indenture, the Financing Agreement, or other document;
(e) A Tax Compliance Agreement setting forth certain expectations and covenants of the University with regards to any Bonds issued as tax-exempt Bonds;
(f) A Continuing Disclosure Undertaking of the Board to assist the Underwriter with its regulatory obligations; and
(g) Any other contract, agreement, instrument, certificate or other document that any Authorized Officer may deem necessary, appropriate, advisable or desirable to effectuate, in accordance with the terms of this Resolution, the delivery of and payment for the Bonds.

Section 6. Preliminary Official Statement; Official Statement. Each Authorized Officer is each hereby authorized to prepare, approve and finalize a Preliminary Official Statement related to the Bonds, with such disclosures as are necessary to conform to and describe the transaction, and the public distribution of the same by the Underwriter is hereby approved for use in connection with the sale of the Bonds. Each Authorized Officer is hereby authorized, if requested, to deem the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the **"Rule"**), and to take such other actions or execute such other documents as the Underwriter shall reasonably request to comply with the Rule. Each Authorized Officer is further authorized to prepare, approve and finalize a final Official Statement related to the Bonds.

Section 7. Limited Obligations; No Revenue Pledge. The Board's obligations under the Financing Agreement shall not be secured by any revenues of the University, and the Bonds shall be secured solely by amounts deposited by the Board with the Trustee from time to time to pay debt service on the Bonds. No debt service reserve fund shall be funded with respect to the Bonds.

Section 8. **Further Authority; Ratification.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each Authorized Officer and all other officers, officials, employees and agents of the University to carry out or cause to be carried out, and to perform such obligations of the University and such other actions as they, or any of them, in consultation with Bond Counsel, Disclosure Counsel, or the University's Financial Advisor, as appropriate, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to an Authorized Officer the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Indenture or the Financing Agreement not specifically set forth in this Resolution, (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the Financing Agreement and the issuance, sale and delivery of the Bonds and the application of proceeds thereof, (3) the engagement of external professionals, advisors and agents, and (4) establishing and funding a trust account to be invested, held and applied for an internal lending program of the University

to finance University facilities and other expenditures, certain funds of which are expected to be applied by the Board for payment of amounts due under the Financing Agreement. The execution and delivery by an Authorized Officer or by any such other officers, officials, employees or agents of the University of any such agreements, documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Resolution, shall constitute conclusive evidence of both the Board's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Board and the authorization, approval and ratification by the Board of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by an Authorized Officer and all other officers, officials, employees and agents of the University including, without limitation, the expenditure of funds and the selection, appointment and employment of bond counsel, disclosure counsel, the financial advisor and other advisors and agents in connection with the execution and delivery of the Financing Agreement and the issuance, sale and delivery of the Bonds, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 9. Public Hearing and Approval. The Board has previously authorized the issuance of certain debt obligations in the maximum aggregate face amount of $300,000,000 (the **"Obligations"**). All or a portion of the Obligations will be used by the Board to finance all or a part of the acquisition of certain real estate and assets from Clarkson Regional Health Services, a Nebraska nonprofit corporation. The Board further finds that it is necessary to provide additional approvals in order that the Obligations are eligible to be issued as tax-exempt obligations. The notice of public hearing related to the issuance of the Obligations was duly published and a public hearing pursuant to such notice has been conducted in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the **"Code"**), and the Board hereby approves the issuance of the Obligations in the original aggregate face amount of not to exceed $300,000,000, to be issued in one or more series, all in accordance with the terms of such notice, which is attached hereto as Exhibit A and made a part hereof by reference.

Section 10. Contract; Repeal. The provisions of this Resolution, of any supplemental resolution, and of any resolutions or other proceedings providing for the execution and delivery of the Financing Documents and the sale of the Bonds and the terms and provisions thereof shall constitute a contract between the University, the Trustee and the registered owners of the Bonds, and the provisions thereof shall be enforceable by any owner of a Bond for the equal benefit and protection of all such owners similarly situated, by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the **"State"**) in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the Financing Documents, and the issuance, sale and delivery of the Bonds, this Resolution and any supplemental resolution shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Resolution or in the Financing Documents.

Section 11. Rights Conferred. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution, the Financing Documents or the Bonds is intended or should be construed to confer upon or give to any person other than the University, the Trustee and the registered owners of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or the Financing Documents or any

covenant, condition, stipulation, promise, lease or provision herein or herein contained. The Resolution and the Financing Documents and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof and thereof are intended to be and shall be for and inure to the sole and exclusive benefit of the University, the Trustee and the registered owners from time to time of the Bonds as herein and therein provided.

Section 12. Liability of Officers. No officer or employee of the University shall be individually or personally liable for the performance of any duties or obligations under the Financing Documents or the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 13. Severability; Effect. If any one or more of the covenants or agreements or portions thereof provided in this Resolution or the Financing Documents on the part of the University to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the Financing Documents and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Financing Documents, but the Trustee and the registered owners of the Bonds shall retain all the rights and benefits afforded to them hereunder and under the Financing Documents or any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein or therein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 14. Electronic Transactions. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the Board when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 15. Applicable Law. This Resolution shall be construed and interpreted in accordance with the laws of the State.

Section 16. Repeal of Inconsistent Resolutions. Any resolution of the Board inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 17. Force and Effect. This Resolution shall take effect and be in force from and after its adoption according to law.

Exhibit A

NOTICE OF PUBLIC HEARING
OF
THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

Notice is hereby given that The Board of Regents of the University of Nebraska (the "Board") will conduct a public hearing concerning the issuance by The University of Nebraska Facilities Corporation (the "Issuer") of its tax-exempt obligations, pursuant to a plan of finance in one or more series, in the maximum aggregate face amount of $300,000,000 (the "Obligations"). The Obligations are expected to be issued as Qualified 501(c)(3) Bonds, as defined in Section 145 of the Internal Revenue Code of 1986, as amended.

The proceeds of the Obligations will be used by the Board to finance all or a part of the acquisition of certain real estate and assets from Clarkson Regional Health Services, a Nebraska nonprofit corporation at or proximate to the following locations: 4201 Dodge Street, Omaha, Nebraska; 4217 Dodge Street, Omaha, Nebraska; 4301 Dodge Street, Omaha, Nebraska; 4305 Dodge Street, Omaha, Nebraska; 4353 Dodge Street, Omaha, Nebraska; 4248 Douglas Street, Omaha, Nebraska; 4244 Douglas Street, Omaha, Nebraska; 4228 Douglas Street, Omaha, Nebraska; 4200 Douglas Street, Omaha, Nebraska; 4401 Dodge Street, Omaha, Nebraska; 4223 Douglas Street, Omaha, Nebraska; 4242 Farnam Street, Omaha, Nebraska; 4220 Farnam Street, Omaha, Nebraska; 4208 Farnam Street, Omaha, Nebraska; 214 South 42nd Street, Omaha, Nebraska; 4239 Farnam Street, Omaha, Nebraska; 4350 Dewey Avenue, Omaha, Nebraska; 4455 Farnam Street, Omaha, Nebraska; 101 South 42nd Street, Omaha, Nebraska; 120 South 41st Street, Omaha, Nebraska; 433 South 42nd Street, Omaha, Nebraska; 4016 Farnam Street, Omaha, Nebraska; 141 South 41st Street, Omaha, Nebraska; 139 South 41st Street, Omaha, Nebraska; 119 South 41st Street, Omaha, Nebraska; 115 South 41st Street, Omaha, Nebraska; 105 South 41St Street, Omaha, Nebraska; 4102 Farnam Street, Omaha, Nebraska; 4124 Farnam Street, Omaha, Nebraska; 101 North 42nd Street, Omaha, Nebraska; 2500 BMC Drive, Bellevue, Nebraska; 2510 BMC Drive, Bellevue, Nebraska (the "Project"). The Project is or will be owned by the Issuer in trust for the benefit of the Board and will ultimately be owned by the Board. Portions of the Project will be operated by the Board and portions of the Project will be operated by Nebraska Medicine, a Nebraska nonprofit corporation ("NM") pursuant to a Lease Agreement between the Board and NM.

The public hearing with regard to the Obligations for the above-described Project will be held by the Senior Vice President and Chief Financial Officer of the University of Nebraska or her designee on April 7, 2026, at 10:00 a.m. in Room 220, Varner Hall, 3835 Holdrege, Lincoln, Nebraska. All interested persons are invited to present comments at the public hearing or to submit written comments to the Senior Vice President and Chief Financial Officer, Varner Hall, 3835 Holdrege, Lincoln, Nebraska 68583, concerning the issuance of the Obligations and the Project.

Anne Barnes,
Senior Vice President and Chief Financial Officer

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **February 6, 2026**

AGENDA ITEM: StarTran Transportation Agreement between UNL and the City of Lincoln

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

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

PRESENTER: Anne Barnes, Interim Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

The University of Nebraska–Lincoln (UNL) seeks approval to enter into a Transportation Agreement with the City of Lincoln, Nebraska, by and through its Lincoln Transportation and Utilities Department, StarTran Division, for continued campus transit services.

Under the Agreement, StarTran will provide weekday transit service during academic terms and summer sessions on Route 22 (Main Campus to Nebraska Innovation Campus) and Routes 24 and 25 (campus circulation routes). StarTran will provide and maintain all buses, operators, fuel, maintenance, capital equipment, and related operating costs necessary to operate the routes. No fares will be charged to UNL students, faculty, or staff on any StarTran fixed route upon presentation of a valid UNL bus pass. StarTran will provide monthly performance reporting and operate in compliance with Federal Transit Administration (FTA) standards. In addition, upon request, StarTran will make available up to eight (8) buses for up to seventy-two (72) hours to assist with UNL emergency operations.

The initial term of the Agreement will commence August 24, 2026, and expire August 20, 2028, with one (1) optional two-year renewal term upon mutual written agreement of the parties.

For Service Period 1 (August 24, 2026 – August 22, 2027), the total Cost of Service is:

Route	Cost of Service
Route 22	$220,352
Routes 24/25	$2,430,389
Total	**$2,650,741**

For subsequent service periods, the operating rate will be adjusted annually based on the Consumer Price Index (CPI), but total estimated spend is expected to exceed $10,000,000.

The Agreement is an expenditure contract supporting campus transportation access for students, faculty, and staff.

BACKGROUND INFORMATION

The current agreement for StarTran service is set to expire, and this Agreement ensures continued transit access between UNL campuses and surrounding areas.

RECOMMENDATION

The President recommends approval of the StarTran Transportation Agreement.

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

This StarTran Transportation Agreement ("Agreement") is dated this ____ day of _____, 2026, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA on behalf of the University of Nebraska-Lincoln, a public body corporate, hereinafter referred to as "UNL", and the CITY OF LINCOLN, NEBRASKA, a municipal corporation and political subdivision of the State of Nebraska, by and through its Transportation and Utilities Department, StarTran Division, hereinafter referred to as "StarTran."

RECITALS

A. An agreement for service between UNL's Main Campus and East Campus ("Routes 24 and 25") and between Main Campus and Nebraska Innovation Campus ("Route 22" and collectively with Routes 24 and 25, the "Routes") expired on August 25, 2024 ("Original Agreement").

B. The parties amended the Original Agreement to renew it for one (1) additional two (2)-year term on April 1, 2024, with an expiration date of August 23, 2026.

C. The parties desire to enter into a new agreement for service to continue on the Routes.

D. University of Nebraska Board of Regents policy RP-6.2.1.5.b.1)ii. exempts this purchase from competitive bidding.

AGREEMENT

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

1. Administration. For StarTran, this Agreement shall be administered by LTU Assistant Director for Transit. For UNL, this Agreement shall be administered by the Vice Chancellor for Business and Finance.

2. FTA Compliance. This Agreement is subject to compliance with all applicable statutes, rules, and regulations of the Federal Transit Administration, including compliance with the Americans With Disabilities Act, as amended, and all related regulations.

3. Service. During the service hours for each schedule type set forth below for the Routes, StarTran shall provide transit service. For each schedule type set forth below, StarTran shall provide the number of heavy duty 35-foot transit buses specified below and maintain a 20% spare ratio. In addition, StarTran shall, at StarTran's sole cost and expense, provide for all operating, repair, maintenance, fuel, installed equipment, capital, finance, administration, and all other costs related to operation of buses on the Routes and shall ensure that all buses

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

Route 22

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

Routes 24 and 25

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

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

4. Cost of Service.

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

Service Period (No.)	Route(s)	Service Hours	Operating Rate	Operating Cost	Capital Equipment	Cost of Service
8/24/26 – 8/22/27 (1)	22	1,793	$118.145	$211,834	$8,518	$220,352
	24/25	19,776	$118.145	$2,336,436	$93,954	$2,430,389

8/23/27 - 8/20/28 (2)	22	1,793	Subject to Section 4.c.	Subject to Section 4.c.	$8,518	Subject to Section 4.c.
	24/25	19,776	Subject to Section 4.c.	Subject to Section 4.c.	$93,954	Subject to Section 4.c.
(Optional) 8/21/28 - 8/19/29 (3)	22	1,793	Subject to Section 4.c.	Subject to Section 4.c.	$8,518	Subject to Section 4.c.
	24/25	19,776	Subject to Section 4.c.	Subject to Section 4.c.	$93,954	Subject to Section 4.c.
(Optional) 8/20/29 - 8/18/30 (4)	22	1,793	Subject to Section 4.c.	Subject to Section 4.c.	$8,518	Subject to Section 4.c.
	24/25	19,776	Subject to Section 4.c.	Subject to Section 4.c.	$93,954	Subject to Section 4.c.

b. For any Service Period after Service Period 1, UNL may increase or reduce the service described in Section 3 by providing StarTran written notice of the extent of such increase or reduction by March 15 of the Service Period prior to the Service Period for which service will be increased or reduced. If UNL increases or reduces bus service for any Service Period under this section, StarTran may increase or reduce the Cost of Service for such Service Period proportionately to the increase or reduction of service. If the service increase or decrease does not affect the capital equipment cost, then StarTran may only increase or decrease the operating cost proportionately to the service increase or reduction. StarTran may, in its reasonable discretion, decline a proposed service increase due to unavailability of equipment or personnel.

c. Effective on the first day of each Service Period after Service Period 1, the operating rate shall be adjusted by (i) multiplying the operating rate for the prior Service Period by the unadjusted percent change in the Consumer Price Index published by the U.S. Bureau of Labor Statistics for all urban consumers (CPI-U), Midwest Region, "all items," from July 1 to June 30 of the prior calendar year; and (ii) adding the product of Section 4.c.(i) to the operating rate for the prior Service Period.

d. If the parties renew the Agreement, then StarTran may increase the capital equipment costs in each of Service Periods 3 and 4 by an amount the parties negotiate in good faith and mutually agree to in a written amendment to the Agreement prior to the beginning of the Renewal Term.

5. Payment. Payment of the Cost of Service for Service Periods 1, 2, 3, and 4 as described in Section 4 above, shall be in four (4) equal installments for each Service Period, with installments due on October 31, January 31, April 30, and July 31 of each Service Period.

6. Fares. During the Term, StarTran shall charge no fares for passengers that are students, faculty, or staff of UNL for any StarTran fixed route. StarTran will examine the Bus Pass presented by students, faculty, or staff upon boarding to verify their eligibility for the no-cost fare. Bus Passes will be issued by UNL to UNL students, faculty, and staff.

7. Route and Schedule Coordination. StarTran will work closely with UNL to assure that the time schedules for the Routes are coordinated with class schedules and other needs of UNL. This would include, but not necessarily be limited to, allowing UNL to review and comment on the printed and on-line route and schedule information for the Routes prior to publication by StarTran, however, StarTran shall have all final decisions on routes.

8. Performance. StarTran shall operate the Routes in compliance with the StarTran on-time performance standard as defined in the annual "StarTran Surveillance Report" (the "Report") submitted to the Federal Transit Administration. Monthly reports shall be provided to UNL within ten (10) days after the last day of each month. In the event StarTran fails to meet the performance standard in the Report for two (2) consecutive months, representatives from StarTran and UNL, including students, will promptly meet to investigate causes of on-time performance issues and jointly take actions to bring performance back to compliance levels.

9. Term. The initial term of this Agreement shall commence on the Effective Date and expire on August 20, 2028 ("Initial Term"). This Agreement may be renewed for one (1) additional two (2)-year term (the "Renewal Term" and collectively with the Initial Term, the "Term") by mutual written agreement of the parties on or before March 15, 2028. Unless otherwise stated in this Agreement, the terms and conditions of this Agreement are effective during the Term.

10. Effective Date. The Effective Date of this Agreement shall be August 24, 2026.

11. Bus Inspection Reports. StarTran shall furnish UNL an annual report on bus inspections and evaluations performed pursuant to StarTran's maintenance plan on file with the Federal Transit Administration. Included in this report shall be the inspection time and/or mileage intervals adopted by StarTran, and a summary of the actual inspection history, e.g., a table noting the number of buses inspected each month, and a notation as to whether these inspections were completed within the adopted plan's intervals. StarTran shall make all vehicle inspection records available to UNL upon request.

12. Emergency Operations Assistance. UNL has developed an Emergency Operations Plan that includes transportation components in addressing emergency medical, evacuation and relocation needs that are created by the event or circumstances. Upon UNL's request, StarTran agrees to immediately make available no fewer than eight (8) buses from its fleet for up to seventy-two (72) hours after the request to assist in emergency operations transport for the injured, critical response staff, resources, supplies, or members of the public impacted by the situation.

13. Management Meetings. To assure that StarTran and UNL have regular communication concerning the service described herein, representatives from StarTran and UNL, including students, will hold management review meetings not less frequently than one (1) meeting each fall and spring Academic Terms during the Term.

14. Independent Contractor. StarTran has sole and exclusive charge and control of the manner and means of providing the transit service. StarTran shall perform the service as an independent contractor, and it is expressly understood and agreed that StarTran is not a division of or in any other way an entity of or created by UNL. This Agreement shall not be deemed to give rise to a partnership or joint venture relation. Neither party shall be deemed an agent nor representative of the other and neither party has permission or authority to bind or commit the other party to any agreements or other obligations.

15. Liability and Insurance.

    a. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property to the extent resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage to the extent caused thereby during the performance of this Agreement. This section shall survive termination or expiration of this Agreement.

    b. Nothing in this Agreement shall extend the responsibility or liability of either party beyond that required by law, including the Nebraska State Miscellaneous Claims Act (Neb. Rev. St. §§ 81-8,294 to 81-8,301), Nebraska State Tort Claims Act (Neb. Rev. St. §§ 81-8,209 to 81-8,239.11), Nebraska State Contract Claims Act (Neb. Rev. St. §§ 81-8,302 to 81-8,306), and Nebraska Political Subdivisions Tort Claims Act (Neb. Rev. St. §§ 13-901 to 13-928).

    c. Each party shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) general aggregate to cover such liability caused by, or arising out of, activities of the party and its agents and/or employees while engaged in or preparing for performance under this Agreement. StarTran shall at its own expense obtain and maintain throughout the Term of this Agreement commercial automobile liability insurance coverage including owned vehicles, leased vehicles, hired vehicles, non-owned and employee non-owned vehicles, uninsured and underinsured motorists, and personal injury protection with a minimum combined single limit of not less than five million dollars ($5,000,000) per accident throughout the Term to protect StarTran and its agents or employees performing work under this Agreement from claims for damages for bodily injury, including death, and for property damage. Each party shall, upon

request by the other party, furnish to other party certificates of insurance evidencing such insurance is effective prior to the Effective Date.

d. Each party may satisfy its insurance obligations under section 15.c through a self-insurance or pooled or cooperative insurance program. Subject to the terms, conditions, and exclusions of the program, each party's program shall pay on behalf of the party, during any of its fiscal years, all sums for which the party shall become legally obligated to pay as damages for liability occurrences up to the limits set forth in section 15.c. Each party's program may be evidenced by a Certificate of Financial Responsibility, Statement of Self-Insurance Coverage, or other evidence of a self-insurance or a pooled or cooperative insurance program. If any coverage required by this Agreement is provided by private insurers or quasi-governmental entities regulated under applicable insurance codes or laws, coverage and evidence of coverage shall be provided as set forth above.

e. If a claim or damage is not covered by a party's self-insurance or other coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefor. If a claim or damage arises from both parties' performance of this Agreement or is not allocable to either party, each party shall pay the costs to such party arising from the claim or damage. Each party shall notify the other party upon receipt of notice or in the event it has knowledge of any claim or damage arising out of this Agreement.

16. Use of UNL Roads and Facilities. UNL hereby grants to StarTran permission and authority to use UNL's streets, roadways, and other facilities of UNL as may be necessary to provide the service described herein. UNL shall notify StarTran in writing of any such street, roadway, or other facility that shall be prohibited for use by StarTran. StarTran shall only be responsible for damage to such streets, roadways, and other street related facilities, including but not limited to manholes and covers, storm drains, curbs, and other structures in, on, or attached to the traveled surface of any UNL street or roadway to the extent such damage is due to the negligence or willful misconduct of StarTran. StarTran agrees to comply with all rules and regulations of UNL and any applicable state or local laws, rules, and regulations during StarTran's use of UNL's streets, roadways, and other facilities.

17. Termination by UNL. UNL shall have the right to terminate this Agreement for its own convenience upon not less than ninety (90) days written notice to StarTran. UNL may also terminate this Agreement if StarTran commits a substantial breach of the Agreement, and such breach is not cured within thirty (30) days after StarTran's receipt of written notice of the same from UNL.

18. Termination by StarTran. StarTran may terminate this Agreement for its own convenience upon not less than one hundred eighty (180) days written notice to UNL. StarTran may also terminate this Agreement if UNL commits a substantial breach of this Agreement, and such breach is not cured within thirty (30) days after UNL's receipt of written notice of the same from StarTran.

19. Effect of Termination on Amounts Due. In the event of any termination herein, StarTran and UNL shall negotiate in good faith to jointly determine amounts due and owing to StarTran or UNL, if any, up to the point of termination. Any such monies due StarTran or UNL shall be paid within sixty (60) days of the agreement concerning termination costs. This section shall survive termination or expiration of this Agreement.

20. Federal Immigration Verification. StarTran agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. StarTran shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. StarTran shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

21. No Discrimination. The parties hereto agree to abide by Title 11 of the Lincoln Municipal Code and all other applicable federal and state statutes and regulations prohibiting discrimination in providing transit service. Neither party nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1101 to 48-1125).

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

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

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

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

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

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

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

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

28. Electronic Signatures. This Agreement and any other documents to be delivered in connection herewith may be electronically signed, and any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the ____ day of _____, 2026.

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

Attest: _____
Katie Hoffman, Corporation Secretary

By: _____
Jeffrey P. Gold, President
University of Nebraska

CITY OF LINCOLN, NEBRASKA

Attest: _____
City Clerk

By: _____
Leirion Gaylor Baird, Mayor

4925-5318-3129, v. 2

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve the University of Nebraska at Lincoln (UNL) Program Statement and Budget for the Morrill Hall renovation of Elephant Hall

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

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

PRESENTERS: Kathy Ankerson, Chancellor
Anne Barnes, Vice Chancellor for Business and Finance
Jennie Bartholomew, Associate Vice President for Capital Project

PURPOSE & KEY POINTS

RP-6.3.6.2.d. stipulates architectural programs for capital construction projects exceeding $7,500,000 shall be summarized into a program statement and submitted through the Business and Finance Committee to the Board of Regents for review as part of the Program Statement Phase.

The project constitutes the first major renovation of Morrill Hall's main (second) floor in its 98-year history and includes a 4,760 gross square foot addition to support collection stewardship, safe specimen handling, and improved visitor circulation. The primary objective is to protect and extend the life of the museum's most significant fossil specimens and historic murals while enhancing their educational, research, and public engagement value. More than one-third of the project budget is dedicated to the evaluation, conservation, and digitization of fossil specimens —including irreplaceable holotypes—as well as the documentation and preservation of the Dolan murals.

The scope also includes improvements to the main public entry sequence and the addition of a south-side freight elevator to address long-standing logistical, operational, and safety challenges associated with moving large specimens. Together, these investments represent a critical and long-overdue update to Elephant Hall and are essential to sustaining Morrill Hall's role as a campus, state, and regional asset as it enters its second century of service.

The Business and Finance Committee has reviewed the program statement materials and recommends approval of the project budget and program statement.

Proposed start of construction	June 2027
Proposed completion of construction	December 2028

PROJECT COST	$15,890,000
ON-GOING FISCAL IMPACT:	
Annual Operating Cost:	$ 317,800
SOURCE OF FUNDS:	Private Donation

BACKGROUND INFORMATION

None

RECOMMENDATION

The President recommends approval.

Program Statement

Project Name: Morrill Hall (C022) Main Floor Elephant Hall Renovation
Campus: University of Nebraska-Lincoln
Date: April 18, 2025
Prepared by: NU Facilities, Planning & Capital Programs
RDG Planning & Design
Campus Project No: 14630

1. Introduction

A. Background and history

The University of Nebraska State Museum (UNSM) was founded in 1871 to educate Nebraskans. We promote the discovery of the natural world and world cultures and accomplish our mission through research, scientific collections, learner-centered education, and public exhibitions. The UNSM is comprised of four locations: Ashfall Fossil Beds State Historical Park (Royal, Nebraska; established 1991); Trailside Museum of Natural History (Fort Robinson State Park, Crawford, Nebraska; established 1961); Morrill Hall (established 1927 and its Mueller Planetarium in 1957), and the Research Divisions (established 1871). Morrill Hall and the Research Divisions are on the University of Nebraska city campus in Lincoln, Nebraska.

Morrill Hall serves as a public flagship of UNL and exhibits the most extensive collection of ancient elephants on display in the world in its main central gallery (hence its nickname "Elephant Hall"). Nearly all fossils are from Nebraska, a point of civic pride. Morrill Hall is the museum's primary public education site and contributes directly to workforce development by promoting discovery and science education. As a tourist attraction and cultural amenity for eastern Nebraska, Morrill Hall serves visitors from Lincoln, Omaha, and the surrounding Great Plains region.

While famous for its display of fossil elephants, the UNSM Miocene vertebrate fossil collection is considered among **the nation's top five** most important vertebrate paleontology collections. The museum cares for nearly two million specimens of vertebrate fossils and has extensive collections in seven other natural history disciplines.

Morrill Hall, the public museum, resulted from years of collaboration between Dr. Erwin H. Barbour, director of the University Museum from 1891-1941, his friend and benefactor Charles H. Morrill, and Chancellor Avery. Morrill provided funds for the Museum's interior; the Nebraska Legislature provided funds for the building's construction at the Chancellor's request. Elizabeth H. Dolan, a Nebraskan who studied at the Chicago School of Fine Arts and Escolier Les Beaux Arts (Paris), painted the murals that grace the main and first floors. She is best known for the *Spirit of the Prairie* in the Nebraska Capitol Building.

Morrill Hall opened in 1927 and has been focused on educating University of Nebraska students, families, and children since its inception. It will turn 100 years old in 2027. Along with the Dolan murals, many of the fossils have been on display since its opening.

B. Project description

The UNL-Morrill Hall Elephant Hall Renovation will preserve Elephant Hall's iconic status while embracing new technologies and displays to engage and educate University students, K-12 students, Nebraskans, and museum guests. The project will also preserve the best examples of Elizabeth Dolan's murals, a historically important Nebraska artist.

In many ways, today's Morrill Hall is an artifact of the 19th Century. Its architecture and display modes recall a time when museum visitors walked quietly among display cases filled with specimens, occasionally stopping to observe and read. A century ago, visitors expected a

contemplative experience of Morrill Hall's central entrance leading into a grand exhibition hall featuring large and spectacular specimens.

When the building was originally designed in the 1920s, University paleontologists were just beginning to piece together the prehistory of Nebraska. Elephants – their diversity and evolution – were the big story, so it made sense that they took center stage in Morrill Hall. Since then, there have been important research discoveries based on Nebraska fossils, including documentation of horse evolution, rhinos, camels, and dog evolution. Thirty-five years ago, the Ashfall Fossil Beds were discovered (and are still being excavated today), providing additional insight into the region's paleoecology and offering many specimens that are displayed at Morrill Hall. The museum research collections and knowledge gained from them have grown beyond vertebrate paleontology to encompass current biological diversity. A modern museum approach to interpretation and education will highlight University research conducted by faculty and students.

Recently, the museum underwent significant renovations to the fourth floor, where offices and classrooms were converted into educational labs, program spaces, and galleries featuring interactive exhibits and media. The Cherish Nebraska renovation which opened in February 2019, signals a fundamental shift in what campus and public audiences can expect from the UNSM – Morrill Hall.

A sizable portion of the Elephant Hall project will involve reviewing and restoring the specimens. As the museum centerpiece, maintaining and highlighting these vertebrate fossils for the next one hundred years is projected to be a significant portion of the overall project costs. This is a unique situation and partnership on the project is critical to UNSM. It is noted as a significant project goal and will determine the success of the renovation project. Updates to the main floor include the entrance and lobby space. Elevating the visitor experience starting at the promenade of rise via the north exterior stairs and entering the main doors and through ticketing and entry into the museum exhibit halls should be celebrated and elevated from the current layout.

C. Purpose and objectives

The UNSM desires to enhance its relevance to the campus, Nebraskans, researchers and the general public as an educational and research asset. The primary purpose of this project is public science education and includes the conservation of unique Nebraskan fossils and historically significant murals by Nebraska artist, Elizabeth H. Dolan. Budget permitting, a freight elevator will be added to the south side to enable safe transport of fossils and other exhibits on and off display, something which cannot currently be accomplished easily. This will be the first major renovation to the main floor (second floor) of Morrill Hall in its 98-year history.

The specific objectives of the project are to:

- Conserve the fossil specimens on display, including many holotypes of elephant ancestors, camels, horses, rhinos, and other important specimens, making them more accessible to the research community. Holotypes are the "name-bearing specimen" of a species and represent unique and critical research specimens. Digitization (scans) of the fossils during conservation will make them more available for research and use in public education.
- Digitize all extant Dolan murals on the main floor, conserve and continue to display the best. A small number will be covered and removed from public display.
- Create compelling science education exhibits using modern exhibit display techniques to accurately portray the research on Miocene mammals, the climate, ecology, and evolution of ancient elephants, camel, and horse lineages.
- To fully tell the story of Nebraska's past biological diversity and showcase the UNSM premier fossils and University research, new fossils will be displayed to celebrate University research (e.g., terror pigs, bone-crushing dogs). A few will be returned to the collection (e.g., Jefferson's Mammoth, a species rarely found in Nebraska) to preserve

them for future research. Geology and the ecology of ancient plants and other animals such as insects, bats, dogs, and tortoises will be integrated.

- Add a south-side freight elevator to safely transport exhibit items throughout the building. This is an add-alternative and a long-standing need to accommodate temporary exhibitions as well as the proposed and future permanent exhibit renovations.

As the first major renovation to Elephant Hall and side galleries, these areas will be reenvisioned by realigning the exhibits and floorplan to create a cohesive walkthrough of Nebraska's Miocene past, introduced by the museum's extensive fossil collection and create wonderment and pride in our State's role in paleontological research. The new exhibits will meet visitor expectations, and by evolving the experience, the renovations will propel the museum into the next century.

A significant portion of work (over one-third of the budget) will be used to analyze and review the condition of each specimen. When deemed appropriate and necessary, modifications, conservation or moving of some specimens off display may be required. This review and conservation work includes the hand-painted Elizabeth H. Dolan landscape murals throughout Elephant Hall and adjacent gallery spaces. Many examples of Miocene fossils found online are images taken from Elephant Hall and side galleries, with the Dolan murals behind them. The fossils and artwork have been on display for nearly 100 years and require assessment and conservation.

2. Justification of the Project

A. Data that supports the funding request

- Identified weaknesses of the current main floor:
  - Some scientific fossils are endangered. Some have begun to fall apart as the supporting framework (armature) and preservation techniques (glues) of the early 1900's fail. For example, the *Stegomastodon* tail fell off in 2019. Some horse skeleton ribs detached and fell in 2023. These incidents were due to minor vibrations and failure of glues and frameworks. It is likely that without substantive conservation work, these specimens will continue to degrade.
  - Elephant Hall, including Archie, is the jewel of the UNSM and UNL. Archie is located on the east side and his reconstructed skull is anatomically flawed. This project will enhance this iconic Columbian mammoth fossil from the moment of arrival at the museum. Conservation and new armature will ensure the specimen's integrity for the next 50-100 years. *Archidiskodon* (Archie) is a holotype specimen.
  - Aged, out-of-date exhibit infrastructure detracts from engagement and education.
  - The murals need cleaning and repairs. They are covered with accumulated decades of grime, including coal dust.
  - Long hallways and small side exhibit rooms constrain visitor flow, but with minor modifications and modern exhibit design, compelling visitor experiences and science education displays can be created.
- Identified weaknesses of museum infrastructure: The museum lacks a freight elevator to enable the movement of fossils and exhibit elements among the four floors. The single, east-side passenger elevator severely constrains the types of exhibits the museum can bring to campus and the movement of materials within the museum. If an item cannot fit in the passenger elevator (56 SF; 8'x7'), it must be carried up the stairs. Further, when the passenger elevator malfunctions, ADA guests cannot be transported to the East door ADA access point, until repairs are made, or assistance is acquired to carry them up or down the stairs.

B. Alternatives considered

- **Elephant Hall and side gallery design alternatives.** A conceptual study commissioned in 2017 explored two options – one that respected Morrill Hall's architecture and worked with the current layout (about $12 million estimated in 2017), and a second option to transform the layout and orient galleries North-South instead of East-West (about $20 million estimated). The cost of the exhibits is comparable for both options, but reorienting load bearing walls, moving conduit, and other items significantly increased the second option's costs. The museum director and University leadership concluded that a renovation of Elephant Hall (first option) instead of a total transformation was the desirable path forward to achieve the desired outcomes. Those outcomes were defined as: Preserving Elephant Hall, maintaining the current floorplan, and integrating existing dioramas with freestanding gallery additions. Elephant Hall remains as the centerpiece of the main floor and focuses on efforts to unify the look, feel, and flow of the two perimeter galleries. Opening the side galleries for more connection to Elephant Hall or hall galleries is desirable within a cost matrix that benefits the user experience and elevates flexibility within the gallery exhibit design.
- **Move Morrill Hall off campus.** Building a new museum building off-campus has been suggested by some museum advocates, but the UNL administration and the museum director do not support this option. Such a removal would disrupt the ability of the UNL campus to benefit from the museum's presence as an instructional resource for professors, employer of about 50 UNL students annually, and the University's front porch to UNL's science and humanities accomplishments. Further, several major investments have been made recently, including a $11.5 million privately funded fourth floor renovation completed in 2019. A $9 million state-funded deferred maintenance project will be completed in May 2025. The project installs two new HVAC units, adds ADA improvements, new lighting, flooring and windows, and hazardous materials mitigation.

The museum leveraged UNL and the state's investment to refresh exhibit labels for several galleries and make minor changes to several permanent galleries. Thanks to the generosity of donors, Morrill Hall is now the permanent exhibit home of the National Geographic Photo Ark, the work of Nebraska native Joel Sartore, and the Marx Discovery Center will receive a much-needed facelift in 2026. Given all these recent investments, the removal and relocation of Morrill Hall is inappropriate.

- **Defer renovation and conservation of the fossils to an unknown date.** As mentioned, the fossils have been on display for nearly 100 years. We cannot predict the failure rate of glues, armature, and the fossil bone without investment in their preservation.
- **Defer the freight elevator addition to a future renovation.** The current proposed exhibit renovation can mostly be managed by creating a temporary loading dock and opening on the south side of the building to enable the removal and return of the larger mammoth and mastodon fossils. This solution will create new challenges for building security and the building environment. Museums should be maintained at a constant relative humidity and temperatures to preserve their contents. This is the most critical infrastructure element of the initial comprehensive planning conducted by the museum and RDG. The freight elevator is relevant to Morrill Hall's annual functions of transporting temporary exhibits and relocating museum objects in the building.

3. Location and site considerations

A. County:
Lancaster.

B. Town or campus:
Campus.

C. Proposed site:
Morrill Hall.

D. Statewide building inventory:

Asset Number: 29112.
Tag Number: 51ZZ0051600B.

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

Morrill Hall is located at the corner of 14th and U Street. It is adjacent to several campus buildings, including Andrews Hall, Bessey Hall, Oldfather Hall, College of Engineering Howard Hawks Hall, and the Mueller Tower.

To the north is a loop road that connects Vine and U Street and runs in front of Memorial Stadium. The loop road also encompasses a large surface parking lot that is used for staff and faculty parking and event parking on the weekends. The primary gallery renovation portion of the project is the interior. Pending available funding, there is an Add-Alternate option to add a loading dock and a small addition housing storage and a freight elevator facing East on 14th. This addition would be served on the current dead end of 14th by trucks delivering art to the loading dock.

2) Utilities

No existing utilities will be affected as part of this project.

3) Parking and Circulation

No additional parking will be associated with this project as the project will not affect the exterior of the building. However, to foster growth and to provide proper accessible parking, additional parking with drop-off should be examined as part of future expansions or renovations. In peer museum meetings during our comprehensive planning efforts prior to the start of this project, parking was identified as a key need to drive future visitorship.

4. Comprehensive Plan Compliance

A. Compliance with the University of Nebraska-Lincoln N2025 Strategic Plan

1. *Innovate student experiences that prepare graduates to be life-long learners and contributors to the workforce in Nebraska and the World*
   a. *The University of Nebraska must continue to innovate to provide an accessible student experience, inside and outside the classroom, that remains relevant and produces a desire for life-long learning. The university must equip students for their future by including experiential learning for all Nebraska students.*
2. *Establish a culture at Nebraska committed to increasing the impact of research and creative activity*
   a. *Conducting novel and impactful research that generates new knowledge, solves real-world problems locally and globally, and enhances lives through research, creative activity, and transformational innovations is among the most fundamental purposes of the institution.*
      i. *Ensure dedicated, long-term research or creative activity experiences for students.*
3. *Broaden Nebraska's engagement in community, industry, and global partnerships*
   a. *Engagement – the co-creation, co-discovery, and co-development of solutions – is key to the land grant mission of the University of Nebraska. Engagement brings Nebraska to the world, and the world to Nebraska through a university where students, faculty, staff and alumni are actively engaged across Nebraska and beyond.*
      i. *Create a vehicle for advancing and supporting student engagement in community-based research, creative activity, and learning experiences at the local, national, and global level.*
      ii. *Establish and nurture strong, consistent two-way communication with stakeholder groups allowing for research and learning collaborations.*

The intent of this project is to expand educational opportunities provided by the University of Nebraska State Museum and increase engagement of current students, faculty, and staff and increase impact and engagement of elementary and secondary students, and community members from around the state.

B. UNL Campus Master Plan & 2022 Facilities Development Plan

The 2022 Facilities Development Plan identified the need to prioritize accessibility and interaction with the community, improved campus efficiencies and functionality, investment in existing infrastructure versus growth, and flexible spatial offerings. The plan acknowledges the significance of enhanced campus environs to reinforce campus identity, enhanced campus experiences, and provide opportunities for collaboration. These tenets recommend concentration of development and activity in the core of campus and enhancement of existing development for greater academic and physical connections.

The planned renovations to Morrill Hall-University of Nebraska State Museum will retain its historic nature and location in the core of campus, invest in existing infrastructure to be conscientious stewards of resources, and update the building's interior to serve future generations.

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

The existing Morrill Hall Second Floor Elephant Hall and side galleries at the UNSM provide critical public interpretation and education through exhibits for paleontology, focusing on various animal species, including mastodons, mammoths, camels, rhinos, and horses, the majority of which diversified in the Great Plains and were discovered in Nebraska. Morrill Hall is Nebraska's premier museum of natural history, and it has been an educational resource for families, school children's tours, and the campus for decades. This project will support the UNSM's aspirations to promote scientific understanding and public stewardship of Nebraska's natural and cultural heritage. The proposed innovative exhibits and development of associated public programs will also support UNL's educational and public engagement goals. Current exhibits include:

- East Gallery – The three exhibits include the Barnyard Skeletons exhibit [constructed 1960s], the Gigantocamel fossil exhibit [constructed 1950s] explaining the diversity and evolution of camels and relatives in the Great Plains, and the Highway Salvage Paleontology Program exhibit. These are static displays not used for K-12 school programs and are unrelated to one another in period and content. Some of these fossils will be reinterpreted and integrated into the renovated galleries. The remainder will return to the collection for research use.
- West Gallery – The original installation is from 1927, and features dated, inaccurate portrayals of the rhino and horse diversification and evolution stories. The Dolan portraits honoring the Founders (John Morrill and wife, E.H. Barbour, Chancellor Avery) were added in the 1930s. Exhibit labels were added in 2024 to provide better interpretation for visitors. Some fossils will be integrated into the new exhibits and the remainder returned to the research collection.
- Elephant Hall – The original installation occurred during 1926 and 1927. The purpose was to showcase Nebraskan ancient elephant fossils and the grandeur of these ancient creatures. Archidiskodon (Archie) is celebrated and his height emphasized by juxtaposition to modern elephant skeletons. The Dolan murals were commissioned to add "atmosphere". Upon seeing this large display of parading fossil elephants, visitors often react with hushed voices and are amazed that nearly all specimens were recovered in Nebraska. This grand space will be renovated with a light touch to preserve the majesty and celebrate the historical context of Barbour's and Morrill's original vision. Most fossils will be restored and displayed in the renovated exhibit. Any that are not will return to the research collection.

B. Square footage of existing areas

Existing Space Summary		
Space Description	**Space Use Code**	**Existing NASF**
VESTIBULE	W06	85
LOBBY	W05	580
EAST HALLWAY GALLERY	620	647
MAIN HALLWAY GALLERY	620	1,924
WEST HALLWAY GALLERY	620	713
EAST GALLERY	620	1,687
WEST GALLERY	620	1,702
ELEPHANT HALL	620	4,129
Space Use Category Totals		
	600	10,852
	WWW	615
Total Existing Space		11,467

C. Utilization of existing space by facility, room, and function

The existing building includes outdated galleries, circulation, and lobby spaces that no longer allow proper viewing and access to the various exhibits. These spaces are being used to the greatest extent possible despite the deficiencies of the various rooms.

In addition to the educational program use, Elephant Hall is also used as a large event space on weekends and evenings. Monthly public engagement programs like *Sunday with a Scientist* and *Investigate Saturdays* are held here. The large space enables family events such as *Dinosaurs and Disasters,* an annual science day with Earth and Atmospheric Sciences faculty and students. Elephant Hall is popular as an event rental space for weddings, UNL Alumni receptions, and additional rental purposes. The east and west side galleries are used less as exhibits for enlightenment and more for circulation by visitors wishing to traverse to the elevator, planetarium, or museum store. The current linear exhibit design with glass fronts creates a "hallway" atmosphere.

Deferred maintenance investments (new carpet, lighting, and ADA-compatible reception desk) have improved the lobby. However, programmatic changes are needed to provide wayfinding upon entry to the museum (a moveable kiosk is proposed), replacement of the damaged mural, and dedicated space to organize wheelchairs, rolling carts to store student backpacks, and other visitor services items out of direct sight. The preservation of Elephant Hall as a large event space is part of this plan.

Improvement of these exhibit and lobby spaces would enable greater public engagement with paleontological research conducted by UNL faculty and students and greater appreciation of the unique role Nebraska has played in understanding the past biodiversity of the Great Plains. Nebraskan fossils document the subtropical forests of the early Miocene and how, over time, fossils tell the story of today's prairies.

Along with interior restoration pieces respecting the period building and its interior, the primary improvements in exhibits will include a much more comprehensive, scientifically based, higher-density fossil count. Universally designed exhibits will be fully engaging to all visitors and audiences.

D. Physical deficiencies

- Deficiencies of the current Elephant Hall and side gallery spaces include:
  - Gallery paces are carpeted which off-gases phthalates and airborne toxins into the art environment. These airborne toxins are low-level and safe for humans, but they can affect art objects like the Dolan Murals over time.
  - The main hall, and second floor generally has undersized electrical capacity to support exhibits, rentals, and technology needs.
- Current physical deficiencies of exhibits:
  - The fossil collections within the exhibits were mounted in the 1920s and require major conservation efforts.
  - Lighting needs additional adaptations to ensure the renovated exhibits are suitably illuminated. Museum standards require specific CRI and Lumen levels for display legibility, along with conservation requirements for collections.
  - Existing exhibit displays have ground forms containing asbestos, which will need to be abated.

E. Programmatic deficiencies

- Poor visitor orientation and wayfinding exists for visitor circulation between galleries and floors. This project will address poor circulation with modern wayfinding including an orientation node and comprehensive UNL standard wayfinding.

- The outdated Elephant Hall exhibits do not meet interpretive ADA standards for reading, braille and height
- The current exhibit approach lacks dynamism and limits the ability to convey the exciting research conducted at UNL and effectively educate visitors
- Fossils need to be comprehensively conserved and remounted to current standards showing animal behavior and ecology
- Better-designed exhibit spaces are needed to display more of the UNSM world-class fossil collection and share research advancements on the development of modern Great Plains geology and ecology

F. Replacement cost of existing building

FMIR Value:	$48,294,000	(Building Only)
	$5,192,000	(Contents Indexed)
	$33,557,000	(Exhibit Content)

6. Facility Requirements and the Impact of the Proposed Project

A. Functions and purpose of the proposed program

1) Activity identification and analysis

Education of UNL students. Enhanced use by teaching faculty and students to enrich and extend classroom lectures and labs. For example, SBS Life Courses and Drawing Classes currently use the museum as a lab exercise. We anticipate increased use by science-centered academic units (e.g., EAS, SBS, SNR), social and humanities academic units (CEHD preservice teacher courses, Fine Arts, Journalism), and others. Work with exhibits AV and immersive technology aligns with the Johnny Carson School of Emerging Media Arts.

Enhance research access. Fossils will be more accessible once conserved, digitized and remounted. Asbestos removal from exhibit platforms will enable campus and external paleontologists to study ancient elephant holotypes and other premier Nebraska fossils by while on display.

Enhance public engagement. The new exhibits will better showcase past and current research by UNL and other campuses faculty and students for public visitors and K12 school groups. This approach was taken in the Cherish Nebraska exhibits and promotes pride in our campus contributions to the public good through research achievements.

2) Projected occupancy/use levels

- **Personnel projections**
  - **Student Interns.** The impact on Morrill Hall personnel will be to create more paid student internships (approximately 5) to assist in visitor hospitality (museum store, museum guest check-in, and exhibit monitors), assist as science educators with school field trips in the galleries and planetarium, and assist as science communicators in the Visible Lab, as they prepare specimens for the collections.
  - **Public Programs Staff.** If increase in visitors and K-12 school group use warrants, we will add up to two staff – an education coordinator position and a visitor services position will be added to assist with weekend coverage. Any positions added would be based on earned revenue projections or endowments for programs.

- **Volunteer Engagement.** Additionally, more volunteers for the museum docent program will be recruited to engage the public with science activities on weekends and public education events.

3) Describe/justify projected enrollments/occupancy

We anticipate an increase in visitor occupancy based on Cherish Nebraska visitor numbers. We experienced a 20-25% increase in visitation (currently over 90,000), a 50% increase in museum membership currently 1,000) and an approximately 30% increase in school field trips (currently 30,000 K-12 students). Annual giving has also doubled. We are strongly rebounding from the pandemic disruption.

In addition to providing experiential learning through student internships, the museum is a campus instructional asset. While the pandemic seriously disrupted faculty use of the museum for teaching and general public engagement (enhanced societal impacts) the use is rebounding (currently 4,000 UNL students annually).

This renovation will enable us to grow even more robust faculty instruction opportunities, UNL student engagement, K-12 and public engagement.

B. Space requirements

1) Square footage by individual areas and/or functions

Space Description	Space Use Code	Existing NSF	Renovated NSF	New NSF	# Rooms	Total NSF For Project
Exhibition Space						**10,802**
East Hallway Gallery	620	647	647	-	1	647
Main Hallway Gallery	620	1,924	1,924	-	1	1,924
West Hallway Gallery	620	713	713	-	1	713
East Gallery	620	1,687	1,687	-	1	1,687
West Gallery	620	1,702	1,702	-	1	1,702
Elephant Hall	620	4,129	4,129	-	1	4,129
Building Support						**4,865**
Elevator (Alternate 1)	W02	-	-	120	4	480
Receiving Area (Alternate 2)	730	-	-	930	4	3,720
Vestibule	WWW	85	85	-	1	85
Lobby	WWW	580	505	-	1	505
Visitor Amenities Storage	730	-	75	-	1	75
Building Infrastructure						
Net Square Feet		11,467	11,467	1,050		15,667
Gross Square Feet		13,384		4,760		18,144
Efficiency						86.3%

2) Basis for square footage/planning parameters

The programming of the renovated spaces was based on the needs identified during the program process to display fossils and educate visitors on their unique stories properly. The displays and associated circulation space accounted for additional visitor projections based on these new exhibits.

3) Square footage difference between existing and proposed areas (net and gross)

	Existing	Proposed	Difference
Net Square Feet	11,467	15,667	4,200
Gross Square Feet	13,384	18,144	4,760

C. Impact of the project on existing space

1) Reutilization and function(s)

The project will focus on the re-utilization of the existing gallery spaces. The function of the spaces will remain the same. The project will update and replace the content of these spaces.

2) Demolition

The only demolition identified will be what is needed to prepare the areas for new exhibits, displays and finishes. The Add-Alternative of a freight elevator would incur demolition along with areas related to its addition and adjacent support space at the southeast corner of the existing building.

3) Renovation

This project will focus on renovating key areas on the second floor, including the East and West Galleries and Elephant Hall. The renovation will include ceiling, wall, and floor finish updates as well as the replacement of existing displays with new, more engaging exhibit displays. Additional galleries and circulation spaces will also have finish updates to match those identified for the main galleries.

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

All major equipment currently in active use in Morrill Hall would be accommodated within the existing footprint.

B. Additional Equipment

1) Fixed equipment

New digital touchpoint with database in Elephant Hall.

2) Movable equipment

New moveable equipment would include museum gallery furniture and wayfinding kiosk, furnishings, a small indoor lift to facilitate cleaning fossils, and equipment needed for hosting events. A detailed list of new moveable equipment would be developed during the project.

3) Special or technical equipment

New custom exhibit bases, ground form build-ups under fossil objects and mounts located within each exhibit in galleries. Augmented lighting controls and minor lighting changes to accommodate the new exhibit arrangements. Lighting changes to accommodate the new exhibit arrangements.

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

The interior construction will consist of non-combustible metal stud framing. The new addition will consist of steel frame construction with concrete on deck floors wrapped with brick on metal stud exterior wall.

B. Heating and Cooling Systems

The HVAC demands of these spaces is not anticipated to change. The air handling units feeding the variable air volume boxes with reheat serving these spaces were recently replaced. The adjacent galleries to Elephant Hall are each served by a 1,400 CFM VAV box supplying sidewall registers; these registers will be replaced with updates to the walls. Elephant Hall is served by four 2,600 CFM VAV boxes, each tied to an antique ornate 36” x 72” grille which shall be cleaned, possibly painted, and will remain. The temperature control system was recently updated and will not require any updates for this project. The new addition would be fed off of the existing system and any additional demand would be addressed with localized units.

C. Plumbing System

The existing plumbing system is adequate for the building and will not be addressed as part of this project.

D. Electrical System

The electrical distribution system is old, and the availability of spare circuit breakers is scarce. Depending upon the density of digital exhibits planned, a new panel might be required to serve them. The building’s main electrical service has capacity to feed a new panel. Routing to this area from the main electrical room is arduous, but a route is possible by passing over the first-floor vaulted ceiling.

The lighting and lighting control systems are new and will be reused. The layout of the lighting tracks may need to be modified depending upon layout of new exhibits. If the density of exhibits increases more track heads may need to be provided as part of the project. The existing lighting track system is manufactured by LiteLab and is museum grade. The lighting controls are manufactured by ETC.

The building’s telecommunications system is outdated. To support new exhibits, new telecommunications cabling will be provided throughout the renovated exhibit area.

Adjustments to the electrical infrastructure would be made to accommodate the new elevator.

E. Life Safety/ADA

The project will conform to the requirements of the Americans with Disabilities Act. Additional attention will be paid to making displays, exhibits, and other aspects of museum experience accessible to all visitors.

F. Security

An update to the existing security system will be provided including additional cameras and proximity detection systems at certain exhibits, will be added to protect the exhibits and didactics on display while providing greater visibility to visitors. Additional staff serving as gallery monitors will also be utilized to further protect the displays and exhibits.

G. Sustainability

Will not seek LEED Certification but will meet or exceed the requirements for sustainable design.

H. Historic or architectural significance

All attempts are being made to preserve the integrity and character of the existing 1927 building, including the barrel-vaulted ceiling in Elephant Hall along with the walls with alcoves that line galleries. Portals leading to the East and West Galleries from Elephant Hall will be restored to the original full archway of the original 1927 build-out. Walls in the project area will be restored to the plaster finish similar to original. The missing historic light lanterns in Elephant Hall are

planned to be replaced in-kind. Particular attention is being paid to the Dolan murals located on the walls within the three galleries.

I. Artwork

The State of Nebraska 1% for Art Program requirement is not applicable.

J. Phasing

It is anticipated that all three galleries will be taken off-line and not be accessible during construction. The remainder of the museum and all other floors will remain in operation to the extent possible. Temporary entrances may be needed to redirect visitors when the lobby and north vestibule are being renovated. Additional wayfinding may be need to direct visitors to various locations within the museum. The new addition, with receiving Dock and freight elevator, (Alternates 1 & 2) would begin immediately in order to use the new freight elevator to move fossils and exhibits back into the building once the galleries are renovated.

K. Future work

Building expansion may occur as part of an overall facility expansion which was identified in a preliminary master plan (see UNSM Preliminary Master Plan). The work identified for this project would not be affected by any future building expansion.

L. University of Nebraska Foundation

Fundraising costs are estimated to be $90,000 and this estimate was provided by the University of Nebraska Foundation. It is included for full visibility of total project costs.

M. Other

9. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

The estimated probable costs of construction were developed based on industry standards for the exhibits that are part of this project. The costs for the renovation of the spaces in and around the exhibits are based on the local market. University provided services and non-construction costs were estimated by UNL.

2) Identify year and month on which estimates are made and inflation factor used

The estimate was prepared in April of 2025 and escalated at 15% per year to the mid-point of construction.

3) Net and gross square feet

Net Square Feet	15,667
Gross Square Feet	18,144

4) Project cost per net and gross square foot

$1,014/ NSF

$876/ GSF

5) Construction cost per gross square foot:

$712 /GSF

B. Total project cost

Construction	
General Construction	$ 12,070,000
Site Work/Utilities	0
Fixed Equipment	27,500
In-House Construction	115,800
Construction Contingency	717,100
TOTAL CONSTRUCTION COSTS	**$ 12,930,400**

Non-Construction	
Project Planning	$ -
Professional Consultant Fees	1,887,000
Professional In-house	422,900
Equipment - Capital	0
Equipment - Non-Capital	267,000
Land Acquisition	0
Artwork	0
1% Arts Fee	0
NU Foundation Fee	90,000
Other	222,700
Non-Construction Contingency	70,000
TOTAL NON-CONSTRUCTION COSTS	**$ 2,959,600**

TOTAL PROJECT COST	**$ 15,890,000**

C. Fiscal impact based on first full year of operations

1) Estimated additional operational and maintenance costs per year

BSM estimates no additional operational or maintenance costs because the building square footage is not being changed. With the freight elevator alternate, a small increase (<1%) in electricity would occur to serve the elevator and associated support spaces.

2) Estimated additional programmatic costs per year

Additional programmatic costs are estimated to be one Visitor Services staff at $45,000 and benefits ($103,000 total) and 5 additional student interns ($54,000 total) paid from increased revenues.

D. Fiscal impact based on annual assessment

Annual 2% depreciation assessment contribution by *campus acronym* into the university facilities renewal, renovation, replacement and repair project fund.

2% of total project cost shall be: 2% x $15,890,000 = $317,800

10. FUNDING

A. Total funds required: $15,890,000

B. Project funding sources

Funding Sources	Amount	% Total
State funds	$0	0%
Cash funds	$0	0%
Federal funds	$0	0%
LB 309 funds	$0	0%
Revenue bonds	$0	0%
Private donations	$15,890,000	100%
Other sources	$0	0%
Total	**$15,800,000**	**100%**

C. Fiscal year expenditures

Fiscal Year	Expenditures
FY 2027-2028	$2,839,820
FY 2028-2029	$3,114,086
FY 2029-2030	$3,218,938

11. TIMELINE

A.	Program Statement	June 2025
B.	External Selections – Design/Build Team	January 2027
C.	Intermediate Design Review	May 2027
D.	GMP Execution	June 2027
E.	Completion of Construction – Renovation	December 2028
F.	Occupancy – Renovation	January 2029

12. HIGHER EDUCATION SUPPLEMENT

A. Coordinating Commission for Postsecondary Education (CCPE) Review

CCPE review is not required.

B. Method of Contracting

1) Identify method

Design/Build.

2) Provide rationale for method selection

The design/build delivery model offers several benefits for this project, including improved collaboration between the University, the State Museum, the Design Team, Specialty Contractors, and the General Contractor, streamlined communication, and faster project timelines due to overlapping design and construction processes. By integrating the design and construction teams from the start, this approach fosters a unified vision. It allows for early identification of potential challenges, including existing conditions and the removal and reinstallation of the fossils/exhibits, which reduces costly delays and scope changes. It also enhances budget control, as construction input during the design phase helps align plans with financial constraints. This model is particularly advantageous for preserving historical integrity and minimizing public disruption, which are crucial, as it allows for more efficient planning, coordination with specialty contractors, and overall execution.

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve the Program Statement and Budget for the Student Success and Activity Center Renovation at the Nebraska College of Technical Agriculture in Curtis

[ ] Review [X] Review + Action [ ] Action [ ] Discussion

[ ] *This is a report required by Regents' policy.*

PRESENTERS: Tiffany Heng-Moss, Interim Vice President and Interim IANR Chancellor
Kelly Bruns, Executive Director, IANR, NCTA

PURPOSE & KEY POINTS

RP-6.3.6.2.d. stipulates architectural programs for capital construction projects exceeding $7,500,000 shall be summarized into a program statement and submitted through the Business and Finance Committee to the Board of Regents for review as part of the Program Statement Phase.

This modern complex will serve as a hub for collaboration, partnership, and experiential learning. Key features include a welcoming dining hall, a dynamic Student Success Hub offering mentoring, coaching, advising, and experiential learning support, and an innovative learning commons that fosters connection and collaboration. Together, these elements create a vibrant environment where students are supported, challenged, and inspired to achieve their full potential.

This project moves the kitchen and cafeteria "Aggie Dining" for the NCTA campus to the Student Success and Activity Center. Currently, these facilities are housed on the lower level of East Traditional Hall. A 3,500 square foot addition will be added to the Student Success and Activity Center to accommodate the new kitchen, serving area, and coffee shop & deli. The existing gymnasium area will be renovated into the cafeteria sitting area, new public toilet rooms, and student lounge area. The current stage area will be removed to make way for new public accessible restrooms, mechanical/electrical space and three private study rooms.

Proposed start of construction	September, 2026
Proposed completion of construction	July, 2028
PROJECT COST:	$8,264,000.00
ON-GOING FISCAL IMPACT:	
Annual Operating and Maintenance Cost	$293,802.00
SOURCE OF FUNDS:	Private Donations

BACKGROUND INFORMATION

None

RECOMMENDATION

The President recommends approval

Program Statement

Project Name: NCTA Student Success & Activities Center
Campus: University of Nebraska – NCTA Curtis Campus
Date: February 2026
Prepared by: NCTA Team, NU Facilities, Planning & Capital Programs, & CGID Architecture
Campus Project No: 13754

1. Introduction

A. Background and history

We have one mission at NCTA: Student Success. That mantra drives what we do every day and how we interact with students. Our goal is to enable success for every Aggie student in whatever career path they choose. We strive to attract students to NCTA from not only Nebraska but across the nation. About 20% of our student body is from out of state. Offering the same tuition rate as in-state students makes this possible.

One aspect that makes NCTA unique and appealing is our 108-year-old campus. This same historical asset is also one of the largest challenges to recruiting students. As we look at a campus-wide improvement plan, we intend to blend the traditional with modern in a way that helps students feel pride in their college home. NCTA is known for high-quality academics and award-winning student opportunities. Competitors in attracting students have shiny new buildings, comfortable residence halls, and hi-tech classrooms.

Enrollment Goals

One of the primary goals for NCTA is to grow enrollment. In 1997, NCTA enrollment peaked at 277 students. Our goal by 2030 is to increase each year, resulting in 275 students.

However, we aren't focused just on numbers. Each graduating Aggie is a skilled individual entering the workforce as a productive citizen. Employers contact us with more jobs than we have graduates. That trend is not likely to decrease any time soon. We must prepare additional workers for the agricultural industry.

The Nebraska economy depends on people who have the skills taught at NCTA. One out of every four jobs in Nebraska is in agriculture, and that means NCTA's role in workforce development is critical to the state's success.

As Nebraska's farmers and ranchers age and our rural population continues to decline, NCTA can play an essential part in addressing these challenges. What does Nebraska's agricultural economy need? It needs energetic and innovative workers with up-to-date skills committed to helping their rural communities thrive. It needs smart, hard-working young people trained to lead and solve problems. And it needs more of them than NCTA is currently providing. When, as often happens, there are more job openings for NCTA students than there are graduates to fill them, that represents missed chances for economic growth in Nebraska's small towns and agricultural businesses.

Increasing the number of NCTA graduates can be a crucial part of supplying more of the workforce urgently needed by rural Nebraska communities and businesses. We want to increase enrollment via a new Student Activity and Success Center that will play a key role in recruiting and retaining students.

Investment needed for Student Activity Center

The primary challenge to campus growth is an outdated, inaccessible, unattractive dining hall in the basement of the East Traditional Residence Hall. The campus also lacks an inviting, centralized location for students to gather for relaxation, socializing and casual group studies.
The planning priority for Aggie growth is to create an exciting, inviting, attractive atmosphere in our current activities building, a.k.a. The Barn. We propose adding a state-of-the-art kitchen and dining

services, an updated coffee shop, a student lounge area, new student activity areas, a classroom, office space, and an accessible Aggie Store for students, parents, and alumni. This enhanced facility would allow us to relocate our Aggie Food Services and recruiters into one convenient location.

B. Project description

This project moves the kitchen and cafeteria "Aggie Dining" for the NCTA campus to the Student Union "The Barn". Currently, these facilities are housed on the lower level of East Traditional Hall. A 3,500 square foot addition will be added to The Barn to accommodate the new kitchen, serving area, and "Chandie's Castle" coffee shop & deli. The existing gymnasium area will be renovated into the cafeteria sitting area, public toilet rooms, and student lounge area. The current stage area of "The Barn will be removed to make way new public accessible restrooms, mechanical/electrical space and 3 private study rooms.

C. Purpose and objectives

This modern, efficient space will replace an aging dining hall and kitchen in the basement of East Residence Hall and create a multi-use space for students to gather, learn and receive services like advising. Clubs and teams will meet there, creating more opportunities for students to develop skills in leadership, teamwork, and communication while having fun. The renovated building will provide space for Discovery Days, graduation receptions, and judging events. It will also enhance NCTA's "gown and town" relationship, as residents of Curtis will be invited to use the new activity center for meetings and other events. The Student Activity and Success Center will be a central hub on campus and an important place for building community and making memories.

The objectives of the project are to:

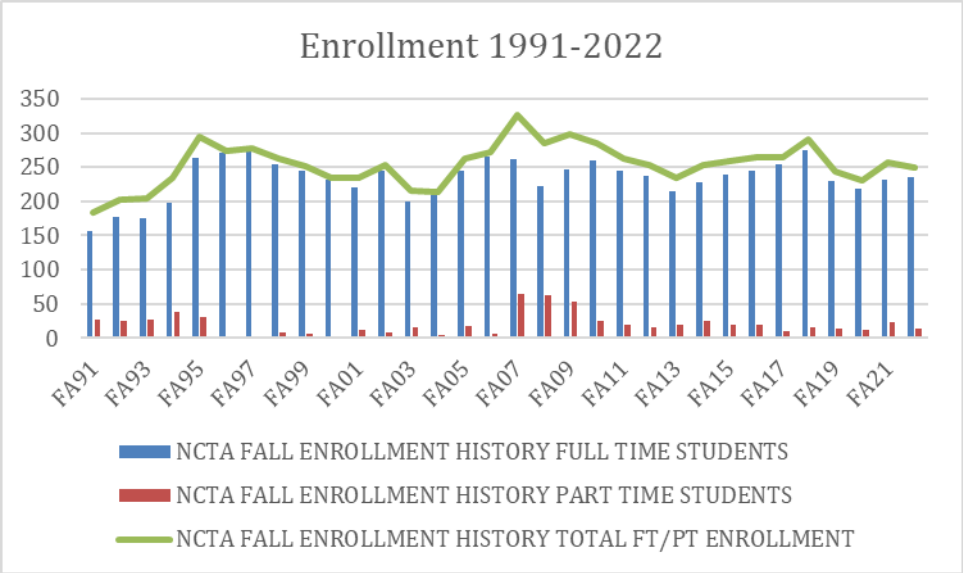
1) Create a state-of-the-art kitchen and dining space including a coffee shop to be utilized by the campus as well as the community
2) Provide additional meeting space including small group study rooms
3) Offer space for campus and community activities including student dances, games, recreational activities, and student lounge areas
4) Build an attractive, inviting, welcoming space for recruiters to meet and entertain prospective students
5) Establish a new home for the Aggie Food Services team under one roof in one location

2. Justification of the Project

A. Data that supports the funding request

The current student center has seen only minor upgrades and improvements made since it was built. The most recently converted locker room space into the deli, a.k.a. Chandie's Castle, and updated some HVAC. This renovation and expansion will enhance the programmatic needs, operational needs, and student needs of the building and campus. This includes updating the building's floorplans and functions to meet modern student needs and improving ADA accessibility and operational efficiencies of the building systems. This renovation will position the facility and campus to handle the upward trajectory of student enrollment and growth.

Recruitment of new students and retention of current students is critical to the long-term success of NCTA. Historically, student enrollment numbers have fluctuated between 200 and 275 students for many years.



B. Alternatives considered

As the discussion about the need for a new cafeteria and student center began, multiple options were considered. Those included:

1. **Building a New Facility on New Site**. Previous master plans for campus improvement created in the late 1990s identified a space closer to the existing residence halls as the location for a new student center. The challenge with this option was the lack of infrastructure in place to support such a building including utilities, roads, parking, site preparation, and accessibility. The original plan had the student center located where the current Aggie Central residence hall was built. Finding another suitable location on campus created challenges for accessibility from all three existing residence halls, as well as providing easy access for the community. Our cafeteria and coffee shop are used daily by many community members as a source of breakfast, lunch, or for morning coffee breaks. The central location for all purposes was determined to be the current student center.

   An initial estimated project cost for this alternate design solution proposed a building equal to 14,000 square feet of designed program space on a new site on NCTA campus. Cost of construction was estimated at $10,213,891.

2. **Demolition of Existing and Building on Current Site**. With the site of the current student center identified as the prime location for a new facility, the option to demolish and rebuild on the existing site was considered. This option would allow us to build an all-new state-of-the-art facility with modern features and appearance. At the same time, it would remove a part of the history from campus that provides many pleasant memories for students from the past. With a limited budget, it is impossible to build back as much square footage as the existing building provides. In addition, demolition costs of the current building restrict the amount of funding available for a new building.

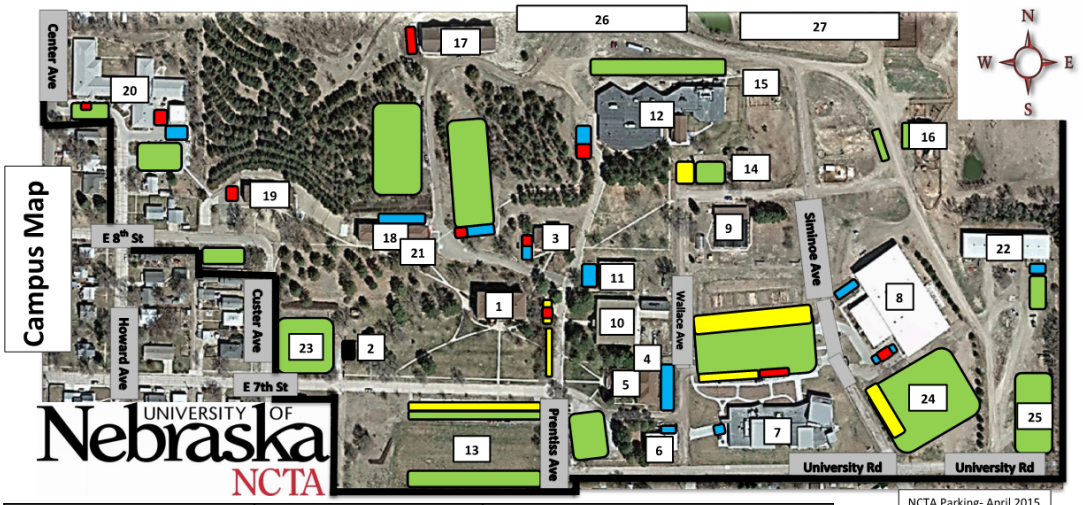
   An initial estimated project cost for this alternate design solution proposed a building equal to 14,000 square feet of designed program space on the existing site of the “The Barn” on NCTA campus. Cost of construction was estimated at $10,438,062.

3. Location and site considerations

A. County: Frontier

B. Town or campus: Curtis NCTA Campus

C. Proposed site: See NCTA Campus Diagram below. Note #5 identifies the location.



1-Ag Hall/ Bookstore	10-Ag Mechanics	19-West Traditional Hall
2-Dean's Residence	11-Welding Shop/ Maint. Shop	20-Aggie West
3-Learning Resource Center	12-Veterinary Hospital/ Dairy Barn	21-Cafeteria "Aggie Dining"
4-Deli "Chandi's Castle	13-Activity Field/ Community Garden	22- Lashley Building
5-Student Union "The Barn"	14-Stucco Building	23-Parking with Electrical Poles
6-Heating Plant/ Biomass Plant	15-Horse Barn	24-Parking for Pickups with Trailers (Temp Parking)
7-Ag Education Center/ Welcome Center	16-Livestock Working Facility	25- Parking for Pickups with Trailers (Permanent Parking)
8-Livestock Teaching Center "LTC"	17-Aggie Central	26- Agronomy Farm Lab (300 acres)
9-Headhouse/ Greenhouse	18-East Traditional Hall	27- Cattle Grazing Lab and Feedlot (250 acres)

D. Statewide building inventory:

Building Number: CU26
Asset Number: 51ZZ0070200B

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

The location of the proposed Student Success and Activities Center located in the existing Student Union "The Barn" is at the center of the Campus and will link the east and west portions of the Campus. The building also sits adjacent to the Ag Education Center/Welcome Center and Ag Hall which serves as the Administration and academic building. Both Ag Hall and the Ag Education Center house programming that will be supported and strengthened by this project.

2) Utilities

The building is currently connected to the campus central utility plant. No existing utilities will be affected as part of this project.

3) Parking and Circulation

No additional parking will be associated with this project. The existing parking southwest of the existing Student Union, "The Barn", will be modified to better serve the new Student Success and Activities Center parking and deliveries. This parking lot will also serve as short-term parking for "Chandie's Castle" coffee shop & deli that will be located inside the new Student Success and Activities Center.

4. Comprehensive Plan Compliance

A. Compliance with the University of Nebraska Odyssey to Extraordinary and Nebraska College of Technical Agriculture 2025-2029 Strategic Direction

1. Extraordinary Teaching & Learning

a. Transforming the Learning Environment: Themes for this strategy include…enhancing customized student support services…across the academic spectrum.

2. Extraordinary Culture & Environment

a. Defining a Distinctive Culture, Workplace and Experience: Themes for this strategy include creating a unified, defined, and distinctive culture across our 500-mile-wide NU campuses and our myriad of statewide partnership sites. The themes focused on arts and culture, supportive workplaces, engagement, belonging, communication, technology and thriving campus student and employee communities.

3. Extraordinary Stewardship & Effectiveness

a. Creating Sustainable Effectiveness and Efficiency: Theses for this strategy include creating value by identification and evaluation of structures, systems, processes, and areas that are redundant or inefficient, raising an awareness of these issues, then eliminating redundancy and inefficiency where possible across the system.

1. Creating a Community Designed for Student Success

a. To create a community designed for student success, NCTA will expand student support services, including a student success coach, academic advising, and career counseling. The college will also develop initiatives to increase student involvement in campus life, offering leadership training, team-building exercises, and incentivizing participation in clubs and organizations. Additionally, NCTA will collaborate with industry to create additional internship opportunities designed to create student success.

2. Enhance the Infrastructure for the Student Experience

a. To enhance the infrastructure for the student experience, NCTA will prioritize modernizing learning spaces by assessing current infrastructure and identifying areas for improvement, starting with key academic buildings and labs. Upgrades will include technology, furniture, and learning tools, with funding sought through grants or private donations. Additionally, the college will develop a campus-wide strategy to ensure all areas of the campus have the tools and training necessary to support students.

The renovation of the NCTA SS&AC will be an essential tool for the University of Nebraska to increase enrollment and create more opportunities for connecting with the community. Creating more student-focused areas, therefore promoting student interaction on campus and with the community is the primary goal of the project. With updated interior finishes and technology throughout, the project is creating a more appealing resource for both students and the community to enhance the student experience, engagement, belonging, and support on NCTA's campus.

B. UNL Campus Master Plan & 2022 Facilities Development Plan

The 2022 Facilities Development Plan identified a framework for growth and the need to prioritize interaction with the community, improved campus efficiencies and functionality, investment in existing infrastructure versus growth, and flexible spatial offerings. The plan acknowledges the significance of enhanced campus environs to reinforce campus identity, enhanced campus experiences, and provide opportunities for collaboration.

The NCTA SS&AC project supports these framework goals by providing for and changing the way students, employees, and community members utilize the central resources of the NCTA campus.

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."*

The Student Success and Activities Center project addresses this plan criteria by providing the opportunity for Nebraskans to enjoy access to high-quality affordable education, sustainable programming though accessible student-focused areas, building a talented, competitive workforce for Nebraska, and playing an active role in attracting new students and increasing enrollment.

5. Analysis of existing facilities

A. Function and purpose of existing programs as they relate to the proposed project

Built in 1915, the existing Student Union "The Barn" is one of the oldest buildings on the NCTA campus. In the past, the building served as a sporting venue as well as school dances, livestock showings, and graduation. Today, the Barn is sparsely used and serves as a student lounge, school dances, game night events, and as a dining area for events too large for the current cafeteria. The heaviest user of the facility is "Chandie's Castle" which is the campus coffee shop & deli located in the NE corner of the facility. "Chandie's Castle" has an outside entrance that does not require the remaining portion of the facility to be open during its operating hours.

B. Square footage of existing areas

"The Barn" is 13,074 square feet

NCTA Student Activities "The Barn" - Lower Level Existing Space Summary		
Space Description	Net Square Footage	Gross Square Footage
Mechanical Area - Non Occupiable	883 SF	
Tunnels - Non Occupiable	208 SF	
* TOTAL GROSS SF		1,271 SF

NCTA Student Activities "The Barn" - Main Level Existing Space Summary		
Space Description	Net Square Footage	Gross Square Footage
Activities/Dining Area (Former Gymnasium)	5,920 SF	
Chandie's Castle Coffee Shop & Deli	700 SF	
Stage (Raised Area)	1018 SF	
Storage Room	300 SF	
Janitor/House Keeping Supply Room	368 SF	
Building Entrance Area (Former Ticket Sales Area)	193 SF	
* TOTAL GROSS SF		10,087 SF

NCTA Student Activities "The Barn" - Upper Level Existing Space Summary		
Space Description	Net Square Footage	Gross Square Footage
North Storage Room	713 SF	
South Storage Room	708 SF	
* TOTAL GROSS SF		1,716 SF

C. Utilization of existing space by facility, room, and/or function

The current Student Center is utilized for the following functions/activities: Dances once a month, monthly or biweekly residence life events, major meal functions for hosting FFA events, Discovery Days, New Student Enrollment, etc.

D. Physical deficiencies

The existing East Traditional Dorm that houses the current cafeteria and kitchen for NCTA is a mostly unoccupied building that has significant renovation and modernization needs to meet the current programmatic requirements of NCTA. The current facility does not meet ADA Accessibility requirements. The new facility will be fully accessible to the students, staff, and visitors of NCTA.

E. Programmatic deficiencies

The projected enrollment growth and the future need of NCTA exceed the capacity of the existing cafeteria and kitchen. There are current dining activities on campus that cannot be facilitated in the existing East Traditional Dorm facility.

F. Replacement cost of existing building

Using the Current Market Value for the region of $450/SF, (built-in 10% inflation factor) the replacement cost for the existing "Barn" of 13,808 SF is estimated to be $9,119,051. This estimate consists of $6,524,280 of construction costs, $2,594,771 of non-construction costs. This estimate does not consider site costs that would be associated with replacement.

6. Facility Requirements and the Impact of the Proposed Project

A. Functions and purpose of the proposed program

1) Activity identification and analysis

Community Spaces: A mix of community spaces are woven throughout the program. Small group/study rooms, open community/lounge spaces as well as a food service footprint provide users with places for collaboration, studying, relaxation, and recharge.

2) Projected occupancy/use levels

The space used for this project:

a) Kitchen and dining space including a coffee shop to be utilized by the campus as well as the community
b) Provide additional meeting space including small group study rooms
c) Space for campus and community activities including student dances, games, recreational activities, and student lounge areas
d) Attractive, inviting, welcoming space for recruiters to meet and entertain prospective students
e) Home for the Aggie Food Services team under one roof in one location

B. Space requirements

1) Square footage by individual areas and/or functions

NCTA Student Success & Activities Center - Program Space Summary	
Space Description	Net Square Footage
Activities/Dining Area	3,300
Chandie's Castle Coffee Shop & Deli	965

Serving Area	840
Kitchen/Prep/Storage	1,700
Janitor/House Keeping Supply Room	80
Student Lounge/ Open Study Area(s)	2,620
Small Study Rooms - 2 Rooms	220
Large Group Study Room/Meeting Room	485
Alumni Hall Display Area Services as Building Circulation Area	532
Building Entrance Area (2)	550
General Storage / Flex Room	318
TOTAL NSF	11,610

2) Basis for square footage/planning parameters

The basis for Square Footage/Planning Parameters: The space and planning guidelines were based on eight programming/user meetings, UN Space Guidelines, and the experience of the administrative staff and faculty of the programs. The faculty, staff, and consultants worked closely to determine detailed requirements, room criteria, and equipment needs.

3) Square footage difference between existing and proposed areas

NCTA Student Success & Activities Center Comparison of Existing NCTA Campus Spaces to Program Space Summary		
Space Description	Existing Net Square Footage	Proposed Net Square Footage
** Dining Area	1,490	3,300
* Chandie's Castle Coffee Shop & Deli	692	965
** Serving Area	365	840
** Kitchen/Prep/Storage	1,360	1,700
*, ** Janitor/House Keeping Supply Room	68	80
*Student Lounge/ Open Study Area(s)	1,400	2,620
Small Study Rooms - 2 Rooms	N/A	220
Large Group Study Room/Meeting Room	N/A	485
Alumni Hall Display Area Services as Building Circulation Area	N/A	532
Building Entrance Area (2)	N/A	550
* General Storage/Flex Space	185	318
TOTAL NSF	5,560	11,610

Locations of existing spaces listed above on the NCTA Campus:

* Current space(s) located within the Existing Student Center "The Barn"

** Current space(s) located within East Traditional Residence Hall

C. Impact of the project on existing space

1) Reutilization and function(s)

East Traditional Residence Hall will gain roughly 4,083 net square feet of usable space for traditional dorm functions. Ag Hall will gain 218 net square feet of usable office

space.

2) Demolition

Within the footprint of the existing Student Center, the east portion of the building's interior spaces will be reconfigured to meet the new program needs. This includes the removal of the stage to allow utilization of this space on the same floor level as the remaining spaces on the main floor level.

3) Renovation

The existing Student Center will be entirely renovated to meet the new program needs.

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

The project will utilize many pieces of equipment in the existing East Dorm Cafeteria and Kitchen of NCTA that are suitable for reuse.

B. Additional Equipment

1) Fixed equipment

Fixed equipment will include food service equipment and mailboxes

2) Movable equipment

Movable equipment will include tables, chairs booths, study furniture, student lounge equipment, display racks, and shelving,

3) Special or technical equipment

Audio-visual equipment, digital memorabilia displays/kiosk

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

The proposed building addition construction is a steel-framed structure with perimeter and interior columns supported by shallow foundations. Specific construction requirements will be determined based on a code analysis performed during the design phase. Structural steel framing will be utilized to create large openings at transition areas between the new addition and existing masonry construction.

B. Heating and Cooling Systems

The design of the building will comply with International Mechanical Code and the National Electric Code. A fully addressable automatic fire alarm system will include manual pull stations, combination IR/ultrasonic smoke detectors, elevator car recall, and control ventilation dampers as required by code.

C. Electrical System

The design of the building will comply with International Mechanical Code and the National Electric Code. A fully addressable automatic fire alarm system will include manual pull stations, combination IR/ultrasonic smoke detectors, elevator car recall, and control ventilation dampers as required by code.

D. Life Safety/ADA

The design of the building will comply with all accessibility requirements by the 2010 ADA Standards for Accessible Design and all University of Nebraska standards.

E. Security

A low-voltage card-key system will be used to control access to the building at exterior doors, areas within the building, and all primary spaces. A closed-circuit camera/monitoring system will be incorporated at the exterior of the building to monitor any attempted intrusions.

F. Sustainability

Will not seek LEED Certification but will meet or exceed the requirements for sustainable design.

G. Historic or architectural significance

The existing Student Center "The Barn" does not have architectural or aesthetic merit but is one of the original structures built on the NCTA Campus and is a structurally sound facility. The building holds sentimental value for the many alumni that have attended NCTA. Character elements and historical information will be utilized to preserve the integrity and character of the original building.

H. Artwork

The State of Nebraska 1% for Art Program requirement is applicable. This is included in the Project Budget.

I. Phasing

The intent is for a single-phase construction project.

J. Future work

The building will be designed to accommodate the potential expansion of future programs on the campus of NCTA.

K. Other

Audio Visual Systems: spaces will be equipped with contemporary audio-visual systems and equipment.

9. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons, and sources

The estimated probable costs of construction were developed based on cost per square foot calculations for specific program and use characteristics. The cost of construction is based on the current regional cost of construction for a similar type of construction and scope of work.

2) Identify year and month on which estimates are made and inflation factor used

The cost estimate reflects February 2026 market costs and inflated a total of 10% percent to the projected bid date. Additional 5% contingencies were used for both construction & non-construction costs.

3) Net and gross square feet

Net Square Feet	11,843
Gross Square Feet	13,803
Net to Gross	83%

Project cost per net and gross square foot
$ 697.80/ NSF

$ 598.49/ GSF

4) **Construction cost per gross square foot:** $377.11 /GSF

B. Total project cost

Construction	
General Construction	4,744,795
Site Work/Utilities	200,000
Fixed Equipment	14,400
In-House Construction	0
Construction Contingency	247,960
TOTAL CONSTRUCTION COSTS	**$ 5,207,155**

Non-Construction	
Project Planning	16,500
Professional Consultant Fees	722,010
Professional In-house	305,799
Equipment - Capital	843,879
Equipment - Non-Capital	748,352
Land Acquisition	0
UN Foundation - Fundraising	156,769
1% Arts Fee	47,854
Other	81,580
Non-Construction Contingency	134,102
TOTAL NON-CONSTRUCTION COSTS	**$ 3,056,845**

TOTAL PROJECT COST	**$ 8,264,000**

C. Fiscal impact based on the first full year of operations

1) Estimated additional operational and maintenance costs per year

$293,802

2) Estimated additional programmatic costs per year

$156,088

10. FUNDING

A. **Total funds required:** $8,264,000

B. Project funding sources

Funding Sources	Amount	% Total
Private Donations	$6,000,000	72.5%

Other sources (Private Donation Match)	$2,264,000	27.5%
Total	**$8,264,000**	**100%**

C. Fiscal year expenditures

Fiscal Year	Expenditures
FY 2023-2024	$3,000,000
FY 2024-2025	$5,400,000
FY 2025-2026	$3,600,000
Total	**$12,000,000**

11. TIMELINE

A.	Program Statement	February 2026
B.	Professional Consultant(s) Selection	May 2026
C.	Intermediate Design Documents	May 2026
D.	Review bids for construction	August 2026
E.	Award of Contract and Start of Construction	September 2026
F.	Completion of Construction – Renovation	Summer 2028
G.	Date to Occupy	August 2028

12. 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

This contract delivery method is recommended due to its ability to shorten the design and construction phases of the project, provide budget clarity during periods of high-cost escalation, obtain a quality contractor during periods when the market is inundated with work, and has been used successfully by the University System for projects of this type.

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve the intermediate design review of UNMC Infectious Diseases Air Transport (IDAT) Training Facility project.

[ ] Review [X] Review + Action [ ] Action [ ] Discussion

[X] *This is a report required by Regents' policy.*

PRESENTERS: Dele Davies, UNMC Interim Chancellor
Anne Barnes, UNMC Vice Chancellor for Business, Finance and Business Development

PURPOSE & KEY POINTS

The UNMC Infectious Diseases Air Transport (IDAT) Training Facility intends use of Community Project Funding/Congressionally Directed Spending (CPF/CDS) projects funding from the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA) and Department of Defense funding sources which will include use of the Construction Manager at Risk (CMR) delivery method. JE Dunn Construction was selected as the CMR through a competitive qualification-based selection process in accordance with Board of Regents policies.

GMP contracts will be in the standard form and executed only within the scope, schedule and budget approved by the Board of Regents. Upon execution, GMP contracts will be reported through the standard contract reporting process.

Project Budget $17,394,227

BACKGROUND INFORMATION

On December 1, 2023, the Board of Regents approved the program statement to proceed with design for the UNMC Infectious Diseases Air Transport (IDAT) Training Facility on Lot 62 of UNMC campus. The design was approved to include a Hi-Bay training facility which will include a C-130 Fuselage, C-17 mockup platform, NPC-Lite training unit as well as a Simulator control center & classroom, Simulator Prep room and Storage.

Authority to approve and execute construction contracts in excess of $7,500,000 is reserved by the Board of Regents.

RECOMMENDATION

The President recommends approval.

INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

Intermediate Design Review
Board of Regents Business and Finance Committee
March 12, 2026

INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

PROJECT DESCRIPTION

Request: The University of Nebraska Medical Center (UNMC) is moving forward with phase 1 of the Infectious Disease Aeromedical Transport (IDAT) Training Facility in Omaha, building on prior federal investments for training on aeromedical evacuation of service members exposed to or infected with highly infectious pathogens. Additional personnel needs, expansion of a collaboration with the Nebraska National Guard and delays in funding for construction have increased costs, resulting in this request for a phased approach.

Appropriations Reference
Appropriations Bill: Defense
Federal Agency: Department of the Air Force
Appropriations Account: Air Force Materiel Command, AFRL 711th Human Performance Wing AF SG/SG8

INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

STRATEGIC ALIGNMENT

Background: In 2018, the U.S. Air Force (USAF) School of Aerospace Medicine established C-STARS Omaha at UNMC to partner with the Global Center for Health Security (GCHS) in biocontainment and readiness training. UNMC's expertise in treating high-consequence infectious diseases and its affiliation with the National Strategic Research Institute (NSRI), a DoD University-Affiliated Research Center, have positioned Nebraska as a national partner in defense health security. The Negatively Pressurized CONEX (NPC) biocontainment module, developed during the COVID-19 pandemic by C-STARS Omaha and the U. S. Air Force (USAF), is now a key component in biocontainment air transport operations. UNMC currently trains USAF medical units in a 5-day biocontainment care course, with plans to add full en-route infectious disease air transport training for military and National Guard aeromedical teams. The proposed facility will extend programs offered by the USAF C-STARS Unit stationed at UNMC and house the air transport modules and aircraft fuselages for training military health personnel on transporting highly infections patients from overseas.

INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

STRATEGIC ALIGNMENT

Nebraska/National Impact: The IDAT facility at UNMC will fill a critical national gap—there is currently no training facility for biocontainment air transport of infectious patients. Funding will allow UNMC to create sustained military and civilian medical readiness capacity to respond to biological, chemical, radiological, and nuclear threats. This request will expand the military presence in Nebraska, reinforcing UNMC's role in national defense preparedness alongside Offutt Air Force Base and USSTRATCOM.

INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

OBJECTIVES

1) Be the national resource for training, education, and domain expertise for the safe management and transport of HCID patients.

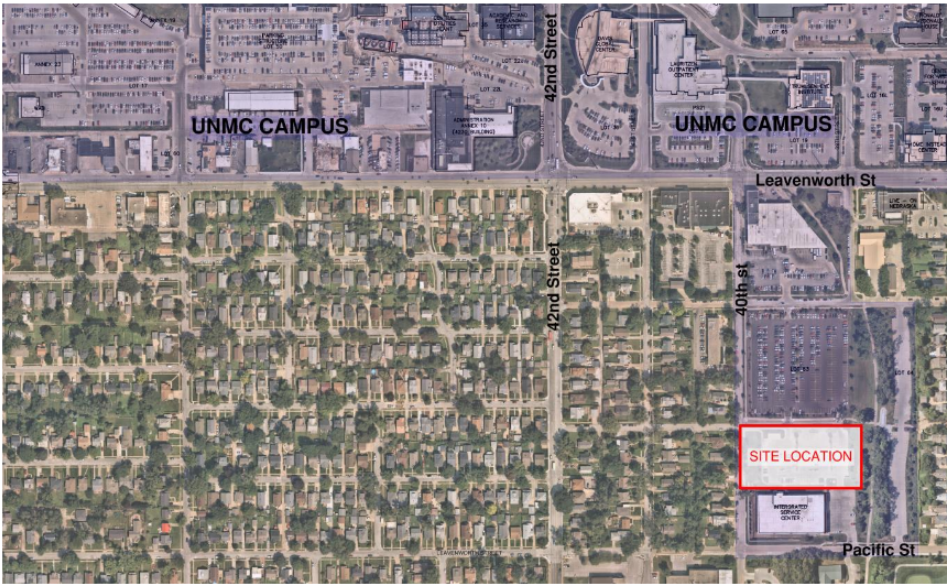
2) Advance the readiness skills of federal healthcare workers to deliver safe and effective biocontainment care.

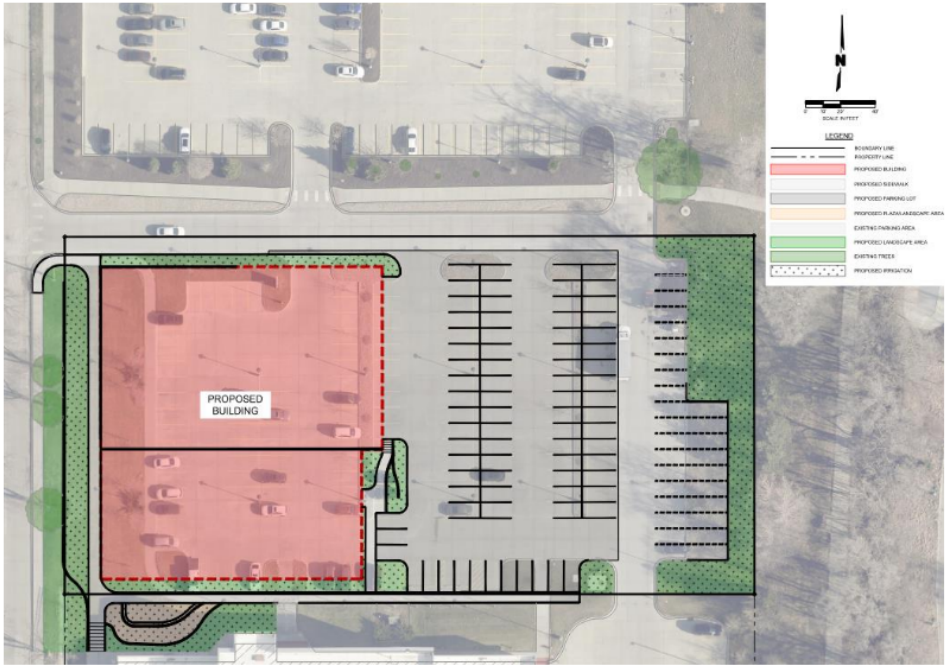
3) To go beyond “just-in-time” training and establish deliberate training programs focused on patient transport of HCID patients.

4) Provide large training space to accommodate the patient transport modules such as the Air Force NPC and NPC-Lite on a C-17 mock-up training and C-130 fuselage trainer, respectively, and space for potential housing and training on the HHS Administration for Strategic Preparedness and Response (ASPR)isolation unit.

INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

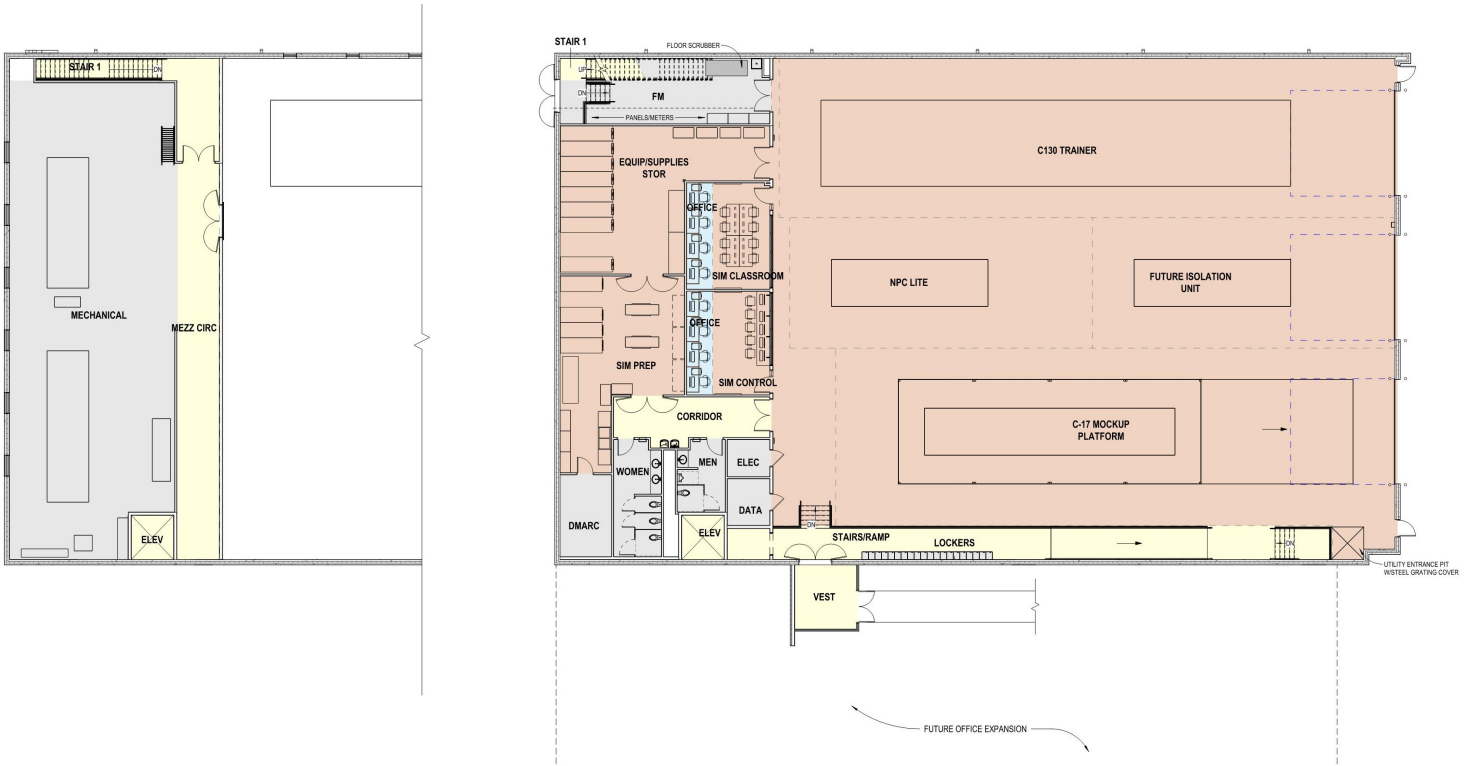
SITE PLAN





INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

FLOOR PLANS



INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

SPACE PROGRAM COMPARISON SUMMARY

IDAT Space Program - Validated						IDR Update 2/26/2026
Description	Qty (RFP)	SF (RFP)	Net SF (RFP)	Qty (Validated)	SF (Validated)	Net SF (Validated)
Training Space						
C-130 Fuselage Trainer	1	4000	4000	1	3599	3599
C-17 Mockup Platform	1	3500	3500	1	3710	3710
C-Lite (Future Isolation Unit)	1	1500	1500	1	1450	1450
NPC Lite	0	0	0	1	1450	1450
Simulation Control Room	0	0	0	1	218	218
Simulation Classroom	1	240	240	1	223	223
Classroom	2	1200	2400	0	844	0
Simulation Prep Room	1	700	700	1	689	689
Equipment & Supplies Storage	1	2000	2000	1	847	847
NDMS Equipment & Supplies	1	500	500	0	500	0
Open Training	0	0	0	1	526	526
			14,840			12,712
Administrative						
Private Office - Director	0	150	0	0	188	0
Private Office	3	100	300	0	105	0
Open Office	27	50	1350	8	25	200
Comm Room	1	240	240	0	325	0
Conference	0	0	0	0	306	0
Staff Lounge/Kitchenette	1	450	450	0	468	0
Conference	1	1050	1050	0	1050	0
General Storage	1	100	100	0	162	0
Privacy Pods	0	0	0	0	75	0
Huddle Rooms	0	0	0	0	172	0
			3,490			200
Support Spaces						
Changing Room, Male	1	300	300	0	300	0
Changing Room, Female	1	300	300	0	300	0
Lockers	0	0	0	1	38	38
Restroom, Male	1	200	200	1	121	121
Restroom, Female	1	200	200	1	198	198
Restroom, Gender Neutral	1	75	75	0	107	0
Wellness Room	1	80	80	0	115	0
Lactation Room	0	0	0	0	75	0
EVS (Janitor), Admin	1	80	80	0	75	0
Mechanical (Level 2 Mezzanine)	1	2000	2000	1	2829	2829
Electrical	1	120	120	1	58	58
IT/Data	1	120	120	1	73	73
DMARC	0	0	0	1	155	155
Facility Maintenance & EVS, Training	0	0	0	1	434	434
			3,475			3,906
Circulation						
Stairs Level 1	0	0	0	1	64	64
Stairs Level 2 Mezzanine	0	0	0	1	149	149
Future Elevator Level 1	0	0	0	1	69	69
Future Elevator Level 2	0	0	0	1	69	69
Entry Vestibule	0	0	0	1	144	144
Restroom Corridor	0	0	0	1	247	247
Stairs/Ramp	0	0	0	1	711	711
Mezzanine Circulation	0	0	0	1	733	733
			0			2,186
Total Net SF			21,805			19,004
Grossing Factor 1.30		30% tip	6,542		7.8% tip	1,482
			28,347			20,486
			Total Gross SF			Total Gross SF

INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

PROJECT BUDGET

Project Cost	Program Statement Dec 2023	Intermediate Design March 2026
Construction Costs	$17,006,026	$14,593,338
Non-Construction Costs	$3,986,007	$2,800,889
Total Project Costs	**$20,992,033**	**$ 17,394,227**

INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

Intermediate Design Review
Board of Regents Business and Finance Committee
March 12, 2026

PROJECT BUDGET DETAILS

Construction Costs	Program Statement	Intermediate Design
General Construction	$14,244,421	$10,461,257
Fixed Equipment	$0,000	$275,000
Site Work	$650,000	$2,559,769
UNMC In-House Construction	$741,506	$602,391
Construction Contingency	$1,370,099	$694,921
Subtotal	**$ 17,006,026**	**$14,593,338**

Non-Construction Costs	Program Statement	Intermediate Design
Project Planning	$85,900	$85,900
Professional Consultant Fees	$1,429,008	$1,607,954
Professional In-House	$680,241	$667,725
Equipment- Capital	$1,000,000	$0,000
Equipment- Non-Capital	$0,000	$0,000
Other Non-Construction	$601,048	$305,934
Non-Construction Contingency	$189,810	$133,376
Subtotal	**$ 3,986,007**	**$ 2,8**

INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

PROJECT SCHEDULE

Milestone	Program Statement	Intermediate Design
Program Approval by Board of Regents	Dec 2023	
Start Design		April 2024
Intermediate Design Review		March 2026
Design Complete		October 2026
Bids Due		November 2026
Start Construction		November 2026
Construction Substantial Completion		September 2027
Occupancy		Oct/Nov 2027

INFECTION DISEASE AIR TRANSPORT (IDAT) TRAINING FACILITY

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve the proposed purchase price for the acquisition of a student housing complex located on the UNO Scott Campus at 6640 Pine St., Omaha, NE 68106 (Scott Crossing) and required by a Board-authorized ground lease

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

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

PRESENTERS: Anne Barnes, Senior Vice President for Business and Finance, CFO
Carol Kirchner, UNO Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

RP-6.2.3.6 requires Board of Regents approval of any acquisition of real property valued at $1,000,000 or greater. As described in the Background Information section below, the Board of Regents previously authorized a ground lease that requires the purchase of Scott Crossing under the present circumstances. However, the ground lease does not set forth, and the Board of Regents has not considered, a purchase price for Scott Crossing. Negotiations between the parties to the ground lease have arrived at a proposed purchase price of $42,000,000. RP-6.2.3.4.b requires each campus to "obtain an appraisal by a qualified real estate appraiser concerning the fair and reasonable market value of property proposed for acquisition." UNO has obtained an appraisal in the amount of $43,100,000 that supports the proposed purchase price. Approval of the proposed purchase price is requested. If the proposed purchase price is not approved, the University will remain contractually obligated to purchase Scott Crossing.

UNO has submitted its reporting under RP-6.2.3.4.c with this Agenda Item Summary. RP-6.2.3.7 requires the campus seeking an acquisition of real property to conduct an environmental site assessment within 6 months of the acquisition. UNO has initiated the process to obtain an ESA and will supplement its reporting under RP-6.2.3.4.c with a summary of the ESA at the next regular meeting of the Board of Regents.

BACKGROUND INFORMATION

On June 15, 2015, via agenda item IX-B-18 the Board of Regents authorized the President, in consultation with the Executive Committee, to approve a ground lease with Aksarben SC Housing, LLC (ASCH) (a single-purpose entity previously managed by Tetrad Property Group, LLC) for the lease of approximately 3.05 acres of land to ASCH and construction by ASCH of a

400- to 450-bedroom student housing complex on the Scott Campus. The President and Corporation Secretary signed the ground lease on October 6, 2015.

The ground lease grants ASCH a one-time right to terminate the ground lease, exercisable between January 2, 2026, and December 27, 2027, and requires the University to purchase Scott Crossing at fair market value if ASCH exercises its right to terminate the ground lease. The fair market value of Scott Crossing is to be established by a process set forth in the ground lease that considers appraisals obtained by each party. If the appraisals differ by less than 10%, the fair market value is the mean average of the appraisals. If the appraisals differ by more than 10%, the fair market value is determined by a third-party appraiser who selects the appraisal that more closely reflects the fair market value.

On January 2, 2026, ASCH sent the University a Notice of Termination, indicating ASCH's intent to terminate the ground lease effective July 1, 2026. ASCH subsequently indicated a desire to waive the official process described in the ground lease to establish the fair market value of Scott Crossing and instead negotiate a proposed purchase price outside that process. Between January 23 and February 6, 2026, the University and ASCH negotiated a proposed purchase price for Scott Crossing of $42,000,000, subject to an appraisal supporting the fair market value of the proposed purchase price and approval of the proposed purchase price by the Board of Regents.

RECOMMENDATION

The President recommends approval.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (as hereinafter defined), by and between The Board of Regents of the University of Nebraska, a public corporate, for and on behalf of the University of Nebraska at Omaha ("Purchaser"), and Aksarben SC Housing, LLC, a Nebraska limited liability company ("Seller"). The "Effective Date" of this Agreement shall be the date this Agreement is fully executed by the last of Purchaser and Seller to sign.

WITNESSETH:

WHEREAS, Seller and Purchaser are parties to that certain Ground Lease Agreement dated as of October 6, 2015 (the "Ground Lease"), pursuant to which Purchaser, as fee title holder to the Land (as hereinafter defined), leases to Seller certain real property legally described on **Exhibit "A"** attached hereto and incorporated herein by this reference, containing approximately 3.05 acres of land (the "Land").

WHEREAS, pursuant to the Ground Lease, Seller constructed certain improvements on the Land, including a 425-bedroom (134-unit) student housing complex with related amenities and structures, together with all mechanical systems, fixtures, and equipment (including compressors, engines, elevators and escalators); electrical systems, fixtures and equipment; heating, air-conditioning, ventilation and plumbing fixtures, systems and equipment, and commonly known as 6640 Pine Street, Omaha, Nebraska (collectively, the "Improvements"), which Improvements are owned by Seller in defeasible fee simple subject to the terms of the Ground Lease, with Seller holding a leasehold estate in the Land pursuant to the Ground Lease (the Improvements and such leasehold estate, collectively, the "Property").

WHEREAS, Article 15 of the Ground Lease grants Seller, as lessee, the right to terminate the Ground Lease and requires Purchaser, as lessor, to purchase the Property subject to certain terms, conditions, and procedures set forth therein.

WHEREAS, Seller and Purchaser desire to waive and eliminate the applicability of Article 15 of the Ground Lease in its entirety, including all requirements, conditions and procedures contained therein, and instead agree that the purchase and sale of the Property shall be governed solely by the terms of this Agreement, which shall supersede Article 15 and constitute a binding contractual obligation of both parties.

WHEREAS, the purchase obligation set forth in Article 15 of the Ground Lease was not subject to financing contingencies, inspection contingencies, feasibility periods or other termination rights, and the parties acknowledge that this Agreement is intended to implement and replace the procedures of Article 15 without expanding or modifying the substantive purchase obligation contained therein.

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property subject only to the Permitted Title Exceptions and upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements, conditions and indemnities contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE 1
PROPERTY

1.1 **Sale and Purchase of Property.** Subject to the terms and conditions of this Agreement, at Closing, Seller shall sell, convey and transfer to Purchaser, and Purchaser shall purchase and acquire from Seller, all of Seller's right, title and interest in and to the Property, and Seller shall deliver possession of the Property to Purchaser at Closing.

1.2 **Assumption of Ground Lease.** Effective as of Closing, Seller's leasehold interest under the Ground Lease shall be deemed terminated and extinguished, and the Ground Lease shall have no further force or effect with respect to the Property[1].

ARTICLE 2
PURCHASE PRICE

2.1 **Purchase Price.** The purchase price for the Property shall be Forty-Two Million and No/100 Dollars ($42,000,000.00) (the "Purchase Price"), payable as follows:

(a) Deposit. Within five (5) Business Days after the Effective Date, Purchaser shall deposit in escrow with First American Title Insurance Company (the "Title Company"), as escrow agent, an earnest money deposit of One Hundred Thousand and No/100 Dollars ($100,000.00) (the "Deposit"). The Deposit shall be held in an interest bearing account and all interest shall become part of the Deposit. Except in the event of a Seller default, the Deposit shall be non-refundable and shall be applied as a credit against the Purchase Price at Closing. At Closing, the Deposit shall be disbursed by the Title Company to Seller in accordance with the terms of this Agreement.

(b) Balance. Purchaser shall pay the balance of the Purchase Price, subject to adjustment as provided herein, at Closing by wire transfer of immediately available United States funds.

[1] Note: We can change to an Assumption of Ground Lease and No Merger Clause if there is a reason that the University needs the Ground Lease to survive closing.

ARTICLE 3
DUE DILIGENCE

3.1 **Delivery of Title Commitment.** Seller, at Seller's sole cost and expense, shall cause the Title Company to prepare and deliver to Purchaser and its counsel, as soon as practicable after the Effective Date, a current, effective commitment for title insurance for the Property (the "Title Commitment") issued by the Title Company, in the amount of the Purchase Price, with Purchaser as the proposed insured, together with true, complete, and legible copies of all documents referred to therein.

3.2 **Title Review and Cure.** Purchaser shall have thirty (30) days following receipt of the Title Commitment (the "Title Review Period") to review the status of title to the Property. Seller shall have no obligation to cure any title objections except for: (i) liens of an ascertainable amount created by, under, or through Seller ("Monetary Liens"); (ii) any exceptions or encumbrances created by, under, or through Seller after the Effective Date and not permitted by this Agreement; and (iii) any mechanics' or materialman's liens filed against the Property during the pendency of this Agreement, except to the extent arising by, through or under Purchaser (collectively, "Post-Contract Encumbrances"). "Permitted Exceptions" shall mean all matters shown on the Title Commitment other than Monetary Liens and Post-Contract Encumbrances, including. Purchaser agrees to accept title to the Property subject to the Permitted Exceptions.

3.3 **Title Policy at the Closing.** At the Closing, as a condition to Purchaser's obligation to close, Seller shall cause the Title Company to issue and deliver to Purchaser a standard ALTA Owner's Policy of Title Insurance (the "Title Policy") insuring Purchaser's fee simple interest in the Property in the amount of the Purchase Price, dated as of the date and time of recording of the deed conveying the Property to Purchaser, subject only to the Permitted Exceptions and the standard printed exceptions contained in the Title Policy. Seller shall have no obligation to provide an updated or new survey of the Property or to cause the Title Company to delete the standard survey exception or provide extended coverage under the Title Policy. Purchaser may, at its sole cost and expense, obtain a survey and request such endorsements or extended coverage as the Title Company may be willing to issue; however, Seller shall not be required to incur any cost or assume any additional liability in connection therewith.

3.4 **Due Diligence Materials.** Seller shall deliver to Purchaser copies of any existing title materials, surveys, site plans, and environmental reports in Seller's possession or control relating to the Property. Purchaser acknowledges that such materials are provided for informational purposes only.

3.5 **Inspections.** Subject to reasonable prior notice to Seller and coordination with Seller's property management personnel, Purchaser and its agents, employees, representatives, and independent contractors may enter upon the Property prior to Closing for the purpose of conducting non-invasive inspections, surveys, and studies. All such activities shall be conducted during normal business hours and in a manner that does not unreasonably interfere with the operation of the Property or disturb tenants. Purchaser shall not conduct any invasive or destructive testing without Seller's prior written consent, which may be granted or withheld in Seller's reasonable discretion. Purchaser acknowledges and agrees that it is familiar with the Property and has completed all due diligence it deems necessary. Any inspections, examinations, or third-party

reports obtained by Purchaser shall be for informational purposes only and shall not constitute a condition to Closing or provide Purchaser with any right to terminate this Agreement. Purchaser shall restore the Property to substantially the same condition existing prior to such entry, to the extent practical, and shall indemnify and hold Seller harmless from and against any and all claims, liabilities, damages, costs, and expenses arising from Purchaser's entry onto the Property or the activities conducted thereon, except to the extent caused by Seller's negligence or willful misconduct. Purchaser shall maintain commercial general liability insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00) per occurrence, naming Seller as an additional insured, and shall provide a certificate of insurance prior to entry. The indemnity and insurance obligations set forth herein shall survive Closing or termination of this Agreement.

3.6 **No Due Diligence or Feasibility Termination Right.** Purchaser expressly acknowledges and agrees that it has completed its due diligence with respect to the Property and waives any right to terminate this Agreement based upon inspections, investigations, feasibility, condition of the Property, or any other matter, except solely in the event Seller fails to convey title in accordance with this Agreement, including Seller's obligation to remove Monetary Liens and Post-Contract Encumbrances as provided in Section 3.2. Except as expressly set forth above, Purchaser's obligation to close is absolute and unconditional.

ARTICLE 4
CLOSING

4.1 **Time and Place of Closing.** The closing of the sale and purchase of the Property (the "Closing") shall take place at the office of the Title Company on a date agreed to by the parties, which date shall not be later than July 1, 2026 (the "Closing Date").

4.2 **Events of Closing.**

(a) Escrow Instructions. Seller and Purchaser agree to execute such additional and supplementary escrow instructions as may be reasonably required to enable the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any such supplementary escrow instructions, the terms of this Agreement shall control.

(b) Seller's Obligations. At the Closing, Seller shall deliver to Purchaser the following:

(i) A bill of sale and assignment, in form and substance reasonably acceptable to Seller and Purchaser, conveying to Purchaser all of Seller's right, title, and interest in and to the Improvements and any related personal property, free and clear of all liens and encumbrances other than the Permitted Exceptions.

(ii) An affidavit pursuant to the Foreign Investment in Real Property Tax Act ("FIRPTA"), in form and substance reasonably acceptable to Seller, Purchaser, and the Title Company.

(iii) A customary owner's affidavit in form reasonably acceptable to the Title Company sufficient to delete standard lien exceptions (but not survey exceptions) from the Title Policy.

(iv) An original of a closing statement setting forth the Purchase Price and the closing adjustments and prorations (the "Closing Statement") in form reasonably satisfactory to Purchaser and Seller.

(v) Possession of the Property, subject only to the student leases and the Permitted Exceptions, together with all keys and access devices in Seller's possession or control.

(vi) A standard ALTA Owner's Policy of Title Insurance insuring Purchaser's fee simple interest in the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions and the standard printed exceptions.

(c) Purchaser's Obligations. At the Closing, Purchaser shall deliver to Seller the following:

(i) The Purchase Price, after crediting the Deposit and applying any adjustments or prorations provided for in this Agreement, by wire transfer of immediately available United States funds.

(ii) Such evidence of Purchaser's authority, existence, and capacity, and the authority and capacity of its representatives executing this Agreement and the Closing documents, as Seller or the Title Company may reasonably require.

(iii) Such other documents and instruments as are reasonably necessary to consummate the transactions contemplated by this Agreement in accordance with its terms.

4.3 **Closing Expenses.** Seller shall pay on or before Closing: (i) one-half (1/2) of the escrow fee charged by the Title Company; (ii) all recording costs associated with the release of any Monetary Liens or Post-Contract Encumbrances required to be removed by Seller under this Agreement; (iii) any documentary stamp tax, transfer tax, or similar tax imposed on the conveyance of Seller's interest in the Property, if applicable; and (iv) all other costs and expenses expressly required to be paid by Seller pursuant to the terms of this Agreement. Purchaser shall pay: (i) the premium for the Owner's Policy of Title Insurance and the cost of any endorsements thereto, and the premium and charges for any lender's title insurance policy; (ii) one-half (1/2) of the escrow fee charged by the Title Company; (iii) all costs and expenses associated with Purchaser's due diligence and inspections; (iv) all recording costs in connection with the conveyance documents delivered at Closing (other than those expressly required to be paid by Seller); and (v) all other costs and expenses expressly required to be paid by Purchaser pursuant to the terms of this Agreement. Except as otherwise expressly provided herein, each party shall bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

4.4 **Prorations.** All real estate taxes and assessments, personal property taxes, rents, operating expenses, utilities, and other items customarily prorated in transactions of this type shall be prorated between Seller and Purchaser as of 12:01 a.m. on the Closing Date, with Seller responsible for such items attributable to the period prior to Closing and Purchaser responsible for such items attributable to the period from and after Closing. Real estate and personal property taxes shall be prorated based upon the most recent available tax bills; provided, however, that any re-proration required as a result of the issuance of final tax bills shall be made by the parties as soon as reasonably practicable after Closing.

ARTICLE 5
AS IS

5.1 **Disclaimers and Release**. PURCHASER ACKNOWLEDGES AND AGREES WITH SELLER THAT, EXCEPT FOR THE EXPRESS WARRANTIES OF SELLER SET FORTH IN SECTION 6.1 HEREOF OR ELSEWHERE IN THIS AGREEMENT (THE "EXPRESS WARRANTIES"), PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION, "WITH ALL FAULTS," AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. PURCHASER ACKNOWLEDGES THAT, EXCEPT FOR THE EXPRESS WARRANTIES, PURCHASER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURE OR OTHER LITERATURE, MAP, SKETCH, DRAWING, PLAN, PROJECTION, PRO FORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER.

PURCHASER FURTHER ACKNOWLEDGES THAT, EXCEPT FOR THE EXPRESS WARRANTIES, IT SHALL NOT BE ENTITLED TO RELY UPON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER COMMON LAW, BY STATUTE OR OTHERWISE, AS TO: (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY, INCLUDING ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS OR GROUNDWATER OR THE EXISTENCE OF GROUNDWATER; (III) THE EXISTENCE, QUALITY, NATURE OR ADEQUACY OF UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL, VALUE, PROFITABILITY, HABITABILITY, MERCHANTABILITY, FITNESS OR SUITABILITY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE LAW, CODE, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION OR GOVERNMENTAL REQUIREMENT; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING TO THE LAND OR IMPROVEMENTS; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY PRIOR TO CLOSING.

PURCHASER ACKNOWLEDGES THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS PURCHASER DEEMS NECESSARY OR APPROPRIATE WITH RESPECT TO THE PROPERTY. SUCH INQUIRIES SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL REVIEW OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL CONDITION OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD DISCLOSE, THE PRESENT AND FUTURE ZONING AND LAND USE REGULATIONS, AND THE VALUE AND MARKETABILITY OF THE PROPERTY.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR THE EXPRESS WARRANTIES OR AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, PURCHASER HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS OR MAY HAVE AGAINST SELLER WITH RESPECT TO ANY COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION OR OTHER LIABILITIES (WHETHER ACCRUED OR CONTINGENT, ARISING BEFORE OR AFTER THE EFFECTIVE DATE) ARISING FROM OR RELATED TO: (I) THE CONDITION OF THE PROPERTY, WHETHER PATENT OR LATENT; (II) THE ABILITY OR INABILITY TO OBTAIN OR MAINTAIN PERMITS, CERTIFICATES OF OCCUPANCY, LICENSES OR APPROVALS; (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS FROM THE PROPERTY; (IV) REAL ESTATE TAXES OR ASSESSMENTS; (V) ENVIRONMENTAL CONDITIONS OR COMPLIANCE WITH ENVIRONMENTAL LAWS (INCLUDING CERCLA, RCRA AND SIMILAR LAWS); (VI) THE PRESENCE OF ASBESTOS, RADON, MOLD, UREA FORMALDEHYDE OR OTHER HAZARDOUS OR REGULATED MATERIALS; OR (VII) ANY OTHER STATE OF FACTS EXISTING WITH RESPECT TO THE PROPERTY.

AS OF THE CLOSING, PURCHASER SHALL RELEASE SELLER AND ITS PREDECESSORS, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES AND AGENTS (COLLECTIVELY, THE "SELLER PARTIES") FROM ALL CLAIMS, KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THE PROPERTY OR ITS CONDITION, EXCEPT FOR SELLER'S OBLIGATIONS UNDER THIS AGREEMENT THAT EXPRESSLY SURVIVE CLOSING. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS, INCLUDING WITH RESPECT TO UNKNOWN OR UNSUSPECTED CLAIMS.

PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE CLOSING AND DELIVERY OF THE BILL OF SALE AND ANY OTHER CLOSING DOCUMENTS, AND SHALL NOT MERGE THEREIN.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser as of the Effective Date and again as of the Closing Date as follows:

(a) Seller is duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Seller has full power and authority to convey its right, title and interest in and to the Property and to consummate the transactions contemplated by this Agreement.

(c) This Agreement constitutes the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in a breach of, violate any term or provision of, or constitute a default under, Seller's organizational documents or any mortgage, lease, contract or other agreement by which Seller is bound.

(d) Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act ("FIRPTA") and shall deliver at Closing an affidavit in form required under FIRPTA certifying that Seller is not a foreign person and providing Seller's taxpayer identification number.

(e) Seller has not engaged any real estate broker or agent in connection with the procurement of this Agreement other than as previously disclosed to Purchaser.

Seller shall indemnify, defend and hold Purchaser harmless from and against any and all claims, actions, losses, costs, damages and expenses (including reasonable attorneys' fees) arising out of or resulting from any inaccuracy or breach of Seller's representations, warranties or covenants contained in this Agreement, subject to the survival period set forth below. All representations and warranties of Seller shall survive the Closing for a period of six (6) months and shall thereafter terminate.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF PURCHASER

7.1 **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller as to its entity as of the date hereof and as of the Closing Date that:

(a) Seller is duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Seller has full power and authority to convey its right, title and interest in and to the Property and to consummate the transactions contemplated by this Agreement.

(c) This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in a breach of Seller's organizational documents or any material agreement by which Seller is bound.

(d) Seller is not a "foreign person" within the meaning of FIRPTA and shall deliver the required FIRPTA affidavit at Closing.

(e) Seller has not engaged any real estate broker or agent in connection with the procurement of this Agreement other than as previously disclosed to Purchaser.

Seller shall indemnify, defend and hold Purchaser harmless from and against any claims, losses, damages and expenses (including reasonable attorneys' fees) arising from any inaccuracy or breach of the foregoing representations or warranties, subject to the survival period below. All representations and warranties of Seller shall survive the Closing for six (6) months and shall thereafter terminate.

ARTICLE 8
CONDEMNATION/CASUALTY

If, prior to Closing, all or any portion of the Property is damaged or destroyed by casualty or is subject to a taking or threatened taking by eminent domain, this Agreement shall remain in full force and effect, and Purchaser shall not have the right to terminate this Agreement as a result thereof. At Closing, Seller shall assign to Purchaser all of Seller's right, title and interest in and to any insurance proceeds payable as a result of such casualty and/or any condemnation awards payable as a result of such taking, and Seller shall pay to Purchaser the amount of any applicable insurance deductible actually withheld from such proceeds. Seller shall retain the right to settle any insurance or condemnation claim prior to Closing, provided that such settlement shall not reduce the proceeds assigned to Purchaser below the amount actually payable under the applicable policy or award. The Purchase Price shall not be reduced as a result of any such casualty or taking.

ARTICLE 9
DEFAULT

If the purchase and sale contemplated by this Agreement is not consummated due to the inability, failure, or refusal of either Seller or Purchaser to perform its obligations under this Agreement, or due to any other default of a party hereto, the non-defaulting party shall be entitled to pursue any and all remedies available at law or in equity, including, without limitation, specific performance and damages, and all such remedies shall be cumulative and not exclusive. In the event of a default by either party, the Deposit shall be disbursed by the Title Company to the non-defaulting party. The parties acknowledge and agree that the Deposit is intended as security for the obligations of Purchaser under this Agreement and is not intended to constitute liquidated damages or to limit the rights and remedies of the non-defaulting party. Any action for specific performance must be commenced within sixty (60) days following the failure to close.

ARTICLE 10
MISCELLANEOUS

10.1 **Confidentiality**. Seller and Purchaser agree to at all times maintain the confidentiality as to the existence of, and the terms and conditions of, this Agreement, except such disclosures to attorneys, accountants, consultants, lenders and others as are reasonably required in order to consummate the transactions contemplated hereunder (provided that Seller or Purchaser who makes such disclosure to such persons advises such persons of the confidentiality requirements contained herein and directs such persons to comply with the same), or otherwise required by governmental authority or a court with appropriate jurisdiction. No press release or

other media communication shall be issued relating to the transactions without the prior written approval of Purchaser and Seller.

10.2 **Notices**. All notices, consents, requests, instructions, approvals, demands and other communications under this Agreement shall be in writing and deemed duly given, if delivered: (i) personally by hand or by a nationally recognized overnight courier service, when delivered at the address specified in this Section 10.2; (ii) by United States certified or registered first class mail when delivered at the address specified in this Section 10.2 on the date appearing on the return receipt therefor; or (iii) by electronic mail when such electronic mail is transmitted to the electronic mail address specified in this Section 10.2.

Addresses and electronic mail addresses for purposes of this Section 10.2 are set forth below:

If to Seller:	Aksarben SC Housing, LLC 14606 Branch Street, Suite 100 Omaha, NE 68164 Attn: Zachary A. Wiegert zwiegert@goldenrodcompanies.com
With a copy to:	c/o Goldenrod Companies 14606 Branch Street, Suite 100 Omaha, NE 68154 Attn: Kendra Ringenberg kringenberg@goldenrodcompanies.com
If to Purchaser:	_____ _____ _____
With a copy to:	_____ _____ _____ _____
If to Title Company:	First American Title Insurance Company 4909 S. 135th Street, Suite 207 Omaha, NE 68137 Attn: Jim O'Donnell jrodonnell@firstam.com

10.3 **Time is of the Essence**. Time is of the essence of this Agreement.

10.4 **Entire Agreement.** This Agreement, including the initial paragraph and the recitals to this Agreement and all Exhibits attached to this Agreement, each of which are made a part of this Agreement by this reference, constitutes the entire understanding of the parties, supersedes any prior agreements or understandings, written or oral, between the parties with respect to the

subject matter of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by Seller and Purchaser.

10.5 **Succession and Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their representatives, successors and permitted assigns. Neither party shall assign this Agreement or any of the rights, interests or obligations hereunder without the prior written approval of the other party; provided, however, that Purchaser may assign any or all of its rights, interests or obligations under this Agreement to one or more of its affiliates or to a newly formed entity under common control with the Purchaser.

10.6 **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nebraska.

10.7 **Counterparts; Exchange by Electronic Transmission**. This Agreement may be executed in two (2) or more counterparts, and by electronic transmissions, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

10.8 **Captions.** All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

10.9 **Severability.** The invalidity or enforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10.10 **Section 1031 Exchange.** Either Seller or Purchaser, through the use of a qualified intermediary, may transfer or acquire the Property, or a portion of interest therein, through a tax free exchange, deferred exchange or reverse exchange of real property pursuant to Section 1031 of the Internal Revenue Code; provided, however, (i) in no event shall any such exchange, or the exchanging party's inability to complete any such exchange, impair or otherwise affect the Closing; (ii) the non-exchanging party shall have no obligation or liability to the exchanging party or any other person or entity in any respect for any matters in connection with any such exchange other than payment of the purchase price in exchange for the conveyance to Purchaser fee simple title to the Property by deed subject only to those matters permitted under this Agreement; and (iii) the exchanging party shall indemnify and hold the nonexchanging party harmless from and against any claims, actions, liability and expense in connection with each such exchange.

10.11 **Recordation.** Purchaser and Seller agree not to record this Agreement or any memorandum hereof.

10.12 **Waiver.** No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the later of the dates set forth below.

SELLER:

Aksarben SC Housing, LLC,
a Nebraska limited liability company

By:_____
Name: Zachary A. Wiegert
Title: Manager
Date:_____

PURCHASER:

The Board of Regents of the University of Nebraska,
a public corporate, for and on behalf of
The University of Nebraska at Omaha

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

EXHIBIT "A"
PROPERTY DESCRIPTION

Improvements only on a Tract of Land located in part of Lot 2, Aksarben Business and Education Campus Replat 3, a platted and recorded subdivision to the City of Omaha, Douglas County, Nebraska, being more particularly described as follows:

Commencing at a point intersecting the East right of way line of 67th Street and the North right of way of Pine Street, said point also being the Southwest corner of said Lot 2; then on the South line of said Lot 2, N87°26'42"E, 2.54 feet to the point of beginning; thence N02°32'18"W, 377.99 feet; thence N86°55'04"E, 350.11 feet; thence S02°29'32"E, 381.21 feet to a point on the South line of said Lot 2, said point also being on said North right of way line of Pine Street; thence on said South line of Lot 2, S87°26'42"W, 349.79 feet to the point of beginning.

Said tract contains a calculated area of 3.05 acres more or less.

Also known by the address 6640 Pine Street, Omaha, Douglas County Nebraska 68106

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve the Program Statement and Budget for the Samuel Bak Museum: The Learning Center 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
Carol Kirchner, Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS
RP-6.3.6.2.d. stipulates architectural programs for capital construction projects exceeding $7,500,000 shall be summarized into a program statement and submitted through the Business and Finance Committee to the Board of Regents for review as part of the Program Statement Phase.

In December 2019, under leadership of former Chancellor Jeffrey Gold, MD, artist and Holocaust survivor Samuel Bak gifted 512 works of art to University of Nebraska at Omaha to create a space of learning and conversation. Chancellor Li placed the Museum in a temporary location in Aksarben Village in February 2023 to beta-test the programmatic offerings to the university constituency and community, which has been extremely successful to date. The Criss Library was chosen as a site for the proposed museum renovation and addition because of its central location on campus, visibility from Dodge Street, and because it has a number of underutilized spaces that can be converted to museum programming without taking away from the library's core mission.

The Project will provide approximately 27,900 SF, three-level addition, which will connect to the existing Criss Library which will have an additional approximately 8,000 SF renovation dedicated to the new museum. It will include lobby functions, classrooms, galleries, art storage, and support spaces.

Proposed start of construction	August 2027
Proposed completion of construction	July 2029
PROJECT COST:	$35,000,000
ON-GOING FISCAL IMPACT:	
Annual Operating and Maintenance Cost	$224,640
SOURCE OF FUNDS:	Private Donations

BACKGROUND INFORMATION
None

RECOMMENDATION
The President recommends approval

Program Statement

Project Name: Samuel Bak Museum: The Learning Center
Campus: University of Nebraska at Omaha
Date: February 16, 2026
Prepared by: Alley Poyner Macchietto Architecture
Campus Project No:

1. Introduction

A. Background and history

In December 2019, under leadership of former Chancellor Jeffrey Gold, MD, after a successful, four-month exhibition of 70 unique works of art and campus wide collaboration of multiple colleges/units; artist and Holocaust survivor Samuel Bak gifted 512 works of art to University of Nebraska at Omaha to create a space of learning and conversation. Chancellor Li placed the Museum in a temporary location in Aksarben Village in February 2023 to beta-test the programmatic offerings to the university constituency and community, which has been extremely successful to date.

The initial gift included a requirement to construct a permanent exhibition space on campus with sufficient space for galleries, classrooms, research areas, and archival storage consistent with the best practices of the American Alliance of Museums (AAM). Studies were recently completed by Alley Poyner Macchietto Architecture evaluating various locations. No formal studies were conducted prior to 2024. However, between 2020 and 2024, several discussions took place regarding potential locations for the Museum.

The Criss Library, which will be used for the renovation components of the program, was originally built in 1976. A major addition to the north side was completed in 2008. There have been several renovations including a library archive space, upgrades to the HVAC system, and exterior waterproofing. This building was chosen as a site for the proposed museum renovation and addition because of its central location on campus, visibility from Dodge Street, and because it has a number of underutilized spaces that can be converted to museum programming without taking away from the library's core mission.

B. Project description

The Project will provide an approximately 27,900 SF, three-level addition, which will connect to the existing Criss Library which will have an additional approximately 8,000 SF renovation dedicated to the new museum. It will include lobby functions, classrooms, galleries, art storage, and support spaces.

C. Purpose and objectives

The purpose of the project:

- This project will see the construction of an addition and renovation to Criss Library that will serve as the new, permanent home for Samuel Bak Museum: The Learning Center. The project will create a building addition to the east side of the library that will house galleries, a new entrance and art storage adjacent to easily accessible public parking. Additionally, portions of the library will be renovated to provide educational, storage, and workshop spaces to support the Museum's mission and engagement/outreach activities.

The objectives of the project are to:

1) Create a highly visible, iconic building that will draw visitors to campus.
2) Utilize the adjacency to the library to enhance the educational focus of the Samuel Bak Museum: The Learning Center.
3) Provide lively, energetic museum spaces that serve as a gathering place for community

members.

4) Treat galleries as living rooms to inspire constructive discourse.

2. Justification of the Project

A. Data that supports the funding request

Since opening to the public in February 2023, the Museum and Learning Center have been housed in a 5,200 SF temporary rental space in Aksarben Village comprised of 5 gallery spaces, a classroom that fits 25-27 people, bathrooms, a small office, and art storage. The largest gallery space is also used for the front desk/greeting area and most programs/events. However, the absence of a dedicated space for the Bak collection storage, staff offices (one staff member offices at the Museum the others office at the Weitz CEC on UNO's Dodge Campus) and adequate classroom education space results in fragmented operations, additional costs for rent, art storage, shipping, and additional cost for facilities operations while not being located on campus.

The Museum has served over 21,000 visitors to date from throughout the region including:

- 45% General Public/Community visitors
- 20% UNO students, staff and faculty
- 35% K-12 students and educators
- Over 77% of visitors participate in a program or event. K-12 field trips and engagement with 21 regional school districts across Nebraska and Iowa, including all day field trips incorporating activities on campus with multiple unit partners.
- Customized tours, conversations and student led service learning with 131 separate University units.
- The Museum has partnered with 40 community-based and nonprofit organizations.
- The Museum employs 8-10 UNO student workers from multiple disciplines

The Museum's Executive Director is working on a legacy gift with Mr. Bak currently – though not finalized, it is expected to include the following: an estimated 50 works of arts that supplement the current collection from 2019 to the present day, additional 500 paintings, and a collection of 2000 of Mr. Bak's works on paper. In addition, the artist Samuel Bak will be 93 in August 2026. Donor support for the project has grown and is at a crucial time to engage in the project.

B. Alternatives considered

Prior to the current proposal, alternative sites were explored as potential locations for the Museum, including The Thompson Alumni Center, Kayser Hall, and the Criss Library (as solely a renovation). Most recently, a feasibility study found that the Criss Library was not suitable for museum gallery or art storage spaces, and as a result a new structure would be needed to house these spaces.

3. Location and site considerations

A. County: Douglas

B. Town or campus: Dodge Campus

C. Proposed site: Addition to the east of the Criss Library & renovating a portion of the Criss Library, as shown below in the image of Dodge Campus.

D. Statewide building inventory:

Asset Number: 28973

Tag Number: 51ZZ0037300B

E. Influence of project on existing site conditions

1) **Relationship to neighbors and environment:** The addition will be located on the east side of the Criss Library, in a prominent location on the Dodge Campus – visible from Dodge Street, with easy access to the CEC Building. The addition will be adjacent to Lot E parking which will allow convenient public access.

2) **Utilities:** Site utilities are currently located under the proposed location for the building addition. In order to maintain access, the utilities will need to be relocated to the east, under the Lot E parking lot.

3) **Parking and Circulation:** The Museum will require 6-10 dedicated parking stalls during normal business hours. The project proposes assigning stalls in Lot E for this purpose. A loading/unloading zone has been identified east of the museum addition for school buses and semi-trucks with art shipments.

   The building addition will result in a reconfiguration of Parking Lot E including the loss of 11 parking spaces. The design team will need to work through the entry sequence into Parking Lot E to ensure clearance under and around the building overhang.

   Pedestrians will use a combination of existing walkways (north of the CEC building) and a new entry plaza to access the building. Alternatively, the addition and renovation will be connected to the Library, and it is proposed that there will be access to the museum from the second level of the Library.

4. Comprehensive Plan Compliance

A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission, and Campus Strategic Plan

An addition and renovation to the Criss Library to house the Samuel Bak Museum: The Learning Center aligns with the following UNO strategic plan (USP) objectives:

- UNO will partner to provide students hands-on, real world learning experiences through internships, job shadowing, field experiences, practicums, and experiential learning projects. *(USP 1.4)*
- UNO will sustain, expand, and diversify community partnerships with business, nonprofits, education, and government. *(USP 3.3)*
- UNO will develop and expand reciprocal and mutually beneficial partnerships to create opportunities for all students to engage and learn with community, including providing community-based experiential learning within the curriculum. *(USP 3.2)*
- In partnership with business, industry, nonprofits, government, and education, align academic programs with workforce needs in all sectors. *(USP 4.3)*

An addition and renovation to the Criss Library to house the Samuel Bak Museum: The Learning Center aligns with the following UNO strategic plan (USP) objectives and University of Nebraska Strategic Framework:

- Inspiring All Future Learners: Themes for this strategy include inspiring all learners with multidisciplinary experiential learning/internships, clear paths to graduation, and rethinking

ways to create unique and personalized opportunities that create distinctive learning environments that create true student success. *(NUP 1.1)*

- Curriculum Innovation and Alignment: Themes for this strategy include reimagining traditional curriculum, pedagogy and assessment strategies (e.g. competency-based curriculum), non-curricular opportunities, high technology skills and incorporating unique workforce readiness into all academic programs. *(NUP 1.3)*
- Partnerships Across Nebraska and Beyond: Themes for this strategy include fostering state, national and global partnerships that allow NU to create and grow future mission driven opportunities for students, faculty, staff and alumni that provide positive community and educational impacts by forging agricultural, health care, military, public sector, and business collaborations that lead to overall quality of life and economic development improvements for all populations within the state and beyond. *(NUP 3.2)*
- Defining a Distinctive Culture, Workplace and Experience: Themes for this strategy include creating a unified, defined and distinctive culture across our 500-mile-wide NU campuses and our myriad of statewide partnership sites. The themes focused on arts and culture, supportive workspaces, engagement, belonging, communication, technology and thriving campus student and employee communities. (*NUP 4.1)*

B. Consistency with the agency comprehensive capital facilities plan

The project supports the following Campus Facility Development Plan goals:

Although SBMLC was not under consideration at the time of the Campus Facility Development Plan, the project does help to beautify and enhance the Dodge Street edge with a new signature building addition and landscaping. Additionally, education and outreach programming are central to the Museum's mission. Exhibition-related programming facilitates interdisciplinary conversation in the humanities and is offered as K-12 field trips, public lectures, roundtable discussions, family events, poetry readings, and public music concerts. These programs are developed through multiple collaborations with UNO faculty and community-based experts and bring over 7,000 visitors to campus annually.

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

The proposed Museum addition will connect with the existing Criss Library. The primary connection will be on the 2nd level (entry level) where the Museum lobby will be connected to the Library with a new corridor. The existing library programs include classroom & lecture spaces that could potentially be shared with the proposed facility. Other underutilized existing spaces will be repurposed to serve the Museum while keeping Library programs intact. The Library and Museum will benefit from proximity to one another through overlapping educational programming.

The Library has two entrances – one on the south side of the first level, adjacent to UNO Lot M. The main entry to the Library remains on the south side of the second level, accessed via a covered walkway that connects with an east-west campus sidewalk. The addition will use a separate entrance on the east side.

B. Square footage of existing areas

Existing Space Summary			
Space Description	**Space Use Code**	**Existing NASF**	**Renovation NASF**
STACKS 201.3		2,786	284
COMPUTER LAB 201.1	455	6,353	6,353
MEDIA 225	410	408	408
COMPUTER LAB 231	455	628	303
OPEN SEATING 301G	610	3,909	681
EXISTING TO REMAIN			175,085
Space Use Category Totals			8,029
Total Existing Space			183,114

C. Utilization of existing space by facility, room and/or function

- Computer Lab 201.1 was identified as underutilized during a March 2025 walkthrough with Dean Richards. This space would be used for new classrooms, storage, restrooms and support spaces for the Museum.
- Media 225 was identified as underutilized during a March 2025 walkthrough with Dean Richards. This space would be used for a new Framing/Matting room for the Museum.
- Computer Lab 231 & 232 currently are used for classroom labs. A portion of this space would be used for a new corridor connection between Library and Museum. The remaining space would be consolidated into a single lab space.
- Open Seating 301G currently is used for study space. This space would be used for restrooms at the third level.

D. Physical deficiencies

The Criss Library is approximately 50 years old. In 2008 there was a significant addition to the north side and there have been several renovations over the years. The library has low floor-to-ceiling heights and an HVAC system that make it unsuitable for museum galleries and art storage. For these reasons, gallery and art storage spaces are proposed as part of the building addition.

E. Programmatic deficiencies

The Criss Library has a number of underutilized spaces that were identified by Dean Richards during a building walkthrough in March 2025. These include the computer lab and study areas on the second level. These spaces are proposed to be renovated into museum classroom and support spaces. As a result, the renovation should have minimal impact on library programming.

F. Replacement cost of existing building

FMIR value of the Criss Library is $110,453,000.

6. Facility Requirements and the Impact of the Proposed Project

A. Functions and purpose of the proposed program

1) **Activity identification and analysis**

The following activities are proposed:

General Use: Lobby, ticketing, coat/bag storage, events and lectures
Art Galleries: Galleries, reflection room, exterior terrace
Art Support: Art storage, framing, workshop
Learning Spaces: Classrooms
Support Facilities: Storage, restrooms, MEP space

2) **Projected occupancy/use levels**

Personnel projections

	Existing	New	Projected Total
UNO FTE Faculty & Staff	4	3	7
Graduate Students	0	1	1
Undergraduate Students	6	6	12
Custodial Staff	0	1	1
Total	10	11	22

Describe/justify projected enrollments/occupancy

The above UNO personnel projections consider current Museum exhibition and education programs plus growth projections based on size/scope of project.

B. Space requirements

1) Square footage by individual areas and/or functions

Space Description	Space Use Code	Existing NSF	Renovated NSF	New NSF	Total NSF For Project
CLASSROOMS (2)	110	0	2,432	0	2,432
LOBBY	610	0	0	1,430	1,430
TICKETS	610	0	0	216	216
BAG STORAGE	615	0	0	156	156
COATS	615	0	0	121	121
INTRO GALLERY	620	0	0	1,156	1,156
DAYLIGHT GALLERIES	620	0	0	3,655	3,655
GALLERIES	620	0	0	8,296	8,296
REFLECTION SPACE	625	0	0	135	135
TERRACE	625	0	0	263	263
STOR	650	0	135	0	135
SEATING / GIFT SHOP	660	0	0	364	364
ART STORAGE	730	0	0	3,575	3,575
GALLERY SUPPORT	730	0	0	221	221
WORKS ON PAPER STORAGE	730	0	0	400	400
FRAMING / MATTING	730	0	513	0	513
TABLE STRG	730	0	452	0	452
WORKSHOP	730	0	814	0	814
LOADING AREA	790	0	0	268	268
CIRCULATION	W01	0	1,983	1346	3,329
STAIR (3)	W02	0	0	1,497	1,497
VESTIBULE	W03	0	0	156	156
ELEVATOR	W04	0	0	172	172
JANITOR (2)	X01	0	100	0	100
MENS RESTROOM (2)	X03	0	374	35	409
WOMENS RESTROOM (2)	X03	0	494	35	529
FAMILY RESTROOM (2)	X03	0	128	0	128
MECHANICAL	Y04	0	0	1,873	1,873
ELEC	Y04	0	0	117	117
IT	Y04	0	0	119	119
Net Square Feet			**7,425**	**25,606**	**33,031**
Gross Square Feet				**27,918**	**35,947**
Efficiency				92%	92%

2) **Basis for square footage/planning parameters**

The square footage and planning parameters were based on the anticipated needs of the Museum along with precedent and best practices for museum design.

3) **Square footage difference between existing and proposed areas (net and gross)**

	Existing	Proposed	Difference
Net Square Feet	167,961	193,077	25,116
Gross Square Feet	183,114	211,032	27,918

C. **Impact of the project on existing space**

1) **Reutilization and function(s)**

N/A

2) **Demolition**

Demolition will be limited to openings on the east façade of the library to connect with the new museum addition.

3) **Renovation**

Renovation will include the east side of the second & third level of the library to house classroom and art support functions for the museum.

7. EQUIPMENT REQUIREMENTS

A. **List of available equipment for reuse**

Furniture and equipment from the current Samuel Bak Museum location.

B. **Additional Equipment**

1) **Fixed equipment**

Art storage racks and file drawers will be needed in the art storage.

2) **Movable equipment**

Furnishings for offices and welcome/ticketing desk, conference room, breakroom, seating areas, appliances, printers, computers, marker boards, and tack boards.

3) **Special or technical equipment**

N/A

8. SPECIAL DESIGN CONSIDERATIONS

A. **Construction Type:** Based on our evaluation, the original 1970 building is a type IIIB, while the 2008 addition is a type IB. We anticipate the new museum addition to be type IB.

B. Civil Analysis

The proposed building addition is on the east side of the Criss Library building at UNO's Campus located at 6401 S University Dr Rd N. The UNO lot is zoned R-3 with an ACI-2 overlay. This project consists of a three-story building addition, removal, and replacement of part of the adjacent entrance drive, parking lot, and sidewalk, and relocation of existing utilities.

College and universities are considered conditional uses of the R-3 district, so this addition will require a modification to the existing conditional use permit.

Vehicular Access and Parking:

Vehicular access to the site will remain largely the same as in the existing conditions. There is access to a parking lot, directly adjacent to the addition, from University Drive. The existing parking lot is to be modified to accommodate a bus and truck drop-off area and a wider drive aisle along the west side of the lot. This will remove 9 parking stalls, including 5 ADA stalls that will need to be relocated (resulting in 2 additionally removed stalls). Maintaining 5 ADA stalls on the southwest side of the parking lot will require the removal of extra pavement and re-grading existing parking stalls to accommodate a 2% maximum slope. There are no specific parking requirements in the zoning code for colleges or universities; however, if there is concern about removing parking, locations for additional parking stalls can be analyzed.

The existing parking lot and access drive can accommodate a standard intermediate WB-40 semi-truck with a 33' long trailer as well as school buses. To accommodate a WB-67 interstate semi-truck with a 53' long trailer, the parking access road needs to be wider, and the entrance to University Drive needs to have larger radii. Additionally, the gate system and nearby light pole would also need to be relocated.

The proposed building addition overhang will need to stay clear of the drive aisle that leads into the parking lot to avoid challenges for fire and vehicle access to the parking lot for the addition and neighboring buildings. The 2018 International Fire Code states that fire access roads shall have an unobstructed vertical clearance of 13'6".

Changes to the drive lane that may need to occur as the design progresses to maintain clearances for semi-truck traffic / art loading.

Pedestrian Access

Sidewalks are planned around the south and east sides of the addition to provide access from the parking lot and other campus areas. The finished floor elevation is lower than the adjacent parking lot along approximately two-thirds of the east building face. This condition will require either burying the northeast portion of the building to match parking lot grades, providing significant grading modifications to the parking lot and drive aisle to match the building finished floor elevation, or constructing an approximately 2–3-foot wall along the back of curb with stair and ramp access to the lower building elevations.

An existing sidewalk connects the parking lot and the south portion of the library building to University Drive. The existing grade near the northeast corner of the building is significantly higher than the proposed finished floor elevation, so stairs or a ramp will be required to maintain sidewalk connectivity to the north.

Grading

The finished floor elevation of the addition is set to match the existing library building elevation. Existing grades along the east face of the library are approximately 4–6 feet higher than the finished floor elevation, providing adequate slope from the building down to the parking lot. The building addition lowers this area to the finished floor elevation, which creates grading challenges on the north and northeast sides of the building.

The northeast corner of the building will be buried to match existing grades along the library and will slope down to the finished floor elevation at the northeast corner. The ground elevation of the drive aisle near this corner is 3.5-4' higher than the finished floor of the addition. Care needs to be taken to ensure adequate distance between the ground and the overhead canopy in this area. A low point near the northeast corner will also require either additional storm sewer infrastructure or a graded overland flow path beneath the building canopy to convey stormwater to the south.

Utilities

Significant utility relocations will be required for this building addition. Existing steam, chilled water, potable water, sanitary sewer, telecommunications, and electrical lines run from the southeast corner of the library through the proposed addition footprint and connect to the north library addition. These utilities will need to be rerouted through the building or relocated east beneath the existing parking lot.

Existing storm sewer from the parking lot conflicts with the southeast corner of the addition and will be rerouted to the south. Light poles will also need to be relocated.

Proposed utilities will be coordinated with the mechanical and electrical teams as needed. If new utility connections are required for the addition, a water main and sanitary sewer are available near the south end of the addition for connection. Downspouts and roof drains from the building addition can connect to the storm sewer network at the south side of the parking lot.

C. Heating and Cooling Systems

New VAV air handling unit(s) with heating and chilled water coils will be provided with the project to serve the addition. These will supply air to single duct VAV boxes serving individual spaces throughout the building. The total air supply will be approximately 30,000 CFM. One air handling unit will serve most of the addition, and a smaller air handling unit will serve the art storage space. The new air handling units will include adiabatic humidifiers to maintain humidity levels throughout the addition, which will also supplement airside economizers during the winter months when the campus chilled water system is shut down. The adiabatic humidifiers will use less energy to operate compared to central plant steam humidifiers. The art storage room will include a DX air conditioner for winter cooling.

The existing air distribution systems for the renovated spaces will be modified to provide the additional zoning required for the new classrooms and other support spaces.

The existing steam to heating water heat exchanger and pumps will be replaced to provide additional capacity for the addition, and new pumps will be provided for the chilled water system in the building.

The steam and chilled water piping serving the north 2008 addition will be rerouted around the building's addition footprint.

D. Plumbing System

Domestic cold and hot water will be extended from the Criss Library to serve the addition. New sanitary main piping will be provided to replace the existing utility which is currently located on the east side of the building.

A water treatment system will be provided to generate reverse osmosis water for the adiabatic humidifiers included with the project.

New plumbing fixtures will be provided for the new restrooms and support spaces.

E. Electrical System

The existing service serving Criss has adequate capacity to serve the museum addition. New electrical rooms with a set of 480Y/277V, 3 phase, 4 wire panels, a stepdown transformer, and a 208Y.120V, 3 phase, 4 wire panel will be provided in each.

The building has an existing 60kW generator that serves both life safety and optional standby loads. The existing generator does not have capacity to back up HVAC systems within the museum addition / remodel areas. A new 250kW natural gas generator will be provided to serve the museum portion of the building.

Lighting throughout the renovation will be meet both IES standards as well as be sensitive to museum conservation needs. All lighting will be LED due to energy efficiency goals and LED's are low maintenance. All LED sources in patron and art areas will be high CRI (90+) with 2-step MacAdam ellipse for color uniformity.

In gallery and exhibit spaces, museum grade track (Litelab or LSI) with integral zoom optics and onboard potentiometer will be provided. Track will be arranged in a flexible layout that allows exhibits to change over time. A combination of ambient light and aimable art light is recommended.

In work areas (including collection work areas), suspended linear lighting will be provided.

Exit lighting will be a combination of mud-in recessed type wherever possible and edge lit acrylic type where ceiling mounted or on non-gypboard wall surfaces.

A networked lighting control system will be provided throughout the addition and renovation. The lighting control system will be capable of dimming various LED driver types including 0-10V and ELV. The system will include an astronomical time clock to allow scheduling. Occupancy/vacancy sensors will be provided in most areas. Photocells will perform automatic daylight harvesting near vertical glass and skylights.
Lighting control system shall also include a wireless touch screen interface or iPad. System shall be by SensorSwitch. Lutron, or ETC.

New fire alarm will be provided in the addition and renovation. VESDA will be provided to serve as detection for a pre-action system in areas containing art (galleries, storage, etc). All new notification devices shall be voice evacuation type.

F. Life Safety/ADA

Life Safety

The fire alarm system will be an extension of the existing Criss Library fire alarm and will be connected to the existing campus system

ADA

The project will conform to the requirements of the Americans with Disabilities Act.
All areas of the addition and renovation will be designed to comply with the 2010 ADA Standards for Accessibility.

G. Security

The system will include access control and CCTV. Locations of devices will be similar to the existing Criss Library. Head-end equipment will be expanded as needed for the additional equipment.

H. Sustainability

The Project will meet the University of Nebraska's requirements to be LEED Certifiable.

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

N/A

J. Artwork

The State of Nebraska 1% for Art Program requirement is not applicable. The project will be fully donor funded with no State funds utilized.

K. Phasing

The addition and renovation work for SBMLC will be constructed in a single phase.

L. Future work

At this time, a future addition is not anticipated.

M. Structural System

The project consists of a new, three-story, 27,900 SF museum addition to the existing Criss Library on the University of Nebraska – Omaha campus. The addition is planned to occur on the East side of the existing library, which is currently green space and surface parking. The addition will also have a partial basement housing mechanical space and a horizontal connection to the existing lower level of the library. The main level, which serves as the primary entry level, will contain a lobby, gift shop/waiting space, and large art storage areas to house the extensive Bak collection. The upper level will contain primarily gallery spaces. A large, open feature stair is shown to connect the main level to the upper level.

Along with the new museum addition, approximately 8,000 SF of the existing library is proposed to be renovated. It is understood that the renovation will be primarily architectural and is not expected to significantly affect the existing structure. Large openings will be required in the existing exterior walls to create horizontal connections between the existing library and the new museum addition.

Foundations

The geotechnical report has yet to be completed, but it is assumed that the new museum addition will be supported on augercast piles to match the existing building. The existing drawings available do not indicate the pile depth, but simply indicate them to be 50-ton capacity piles. The augercast piles are assumed to be 14" or 16" diameter. Once the geotechnical report is available, foundation recommendations and approximate pile depths can be determined.

The ground floor will consist of a 4 or 5-inch-thick slab on grade over a 15-mil vapor barrier. Concrete housekeeping pads will be provided as needed for mechanical and electrical equipment resting on the floor slab.

Superstructure

Based on preliminary conversation with the architect and accounting for common construction methods in this area, it is planned that structural steel will be used to structure this building in combination with metal stud or curtainwall-framed exterior walls.

The flat roof structure will consist of using a combination of steel bar joists and steel wide-flanged beams supporting a corrugated steel roof deck. The roof structure will be designed to meet all roof live loads, snow loads (including drifting snow), and the weight of rooftop mechanical equipment (if required). If rooftop equipment sound and vibration is a concern, or if general acoustics between the upper galleries and outdoor overhead noise is a concern, it is possible that the roof may require some amount of concrete topping. Coordination with the mechanical engineer and acoustician will be required to make this determination.

The structured floors will consist of 4.5 inches of normal-weight concrete over 2 or 3-inch-thick composite metal deck, for a total floor slab thickness of 6.5-7.5 inches. This slab-on-deck assembly meets a 2-hour fire rating without the need for additional sprayed fireproofing on the underside of the metal deck. The floors will be designed to accommodate wheeled scissor lifts, pallet jacks and other similar point loads to ensure the museum has adequate flexibility for future art placing and art moving throughout the facility.

Wide-flanged steel beams, typically oriented in the North-South direction and spaced at approximately 8 feet apart, support the steel deck and concrete floor slabs and are designed to act compositely with the slab by providing headed steel studs welded to the top flanges of the beams and girders. Beams are typically supported by girders spanning in the East-West direction.

The beams will be designed for strength as well as stiffness to control deflections and vibrations. Typical beams will be designed to limit live load deflection to L/360, and a total dead plus live load deflection of L/240, with "L" equal to the beam's span in inches.

To minimize the vibration associated with pedestrian movement that may adversely affect the usage of the facility, the beams/girders will be designed under the provisions outlined in the American Institute of Steel Construction's Design Guide 11. The framing design will incorporate the four harmonic forcing frequencies in Table 2.1 of the Design Guide with a damping of 2% and an acceptance acceleration of 0.5% of g, where g is the acceleration due to gravity.

It is important to note that the vibration-based analysis and design approach will not eliminate floor vibrations entirely. Recommended peak acceleration limits are based on human sensitivity and perception levels to floor motions in particular environments. The resulting vibrations may be

perceptible but within the comfort level of most occupants.

The lateral force-resisting system for the building will consist of CMU or cast-in-place concrete shear walls located at the three main egress stair towers.

The façade will likely consist of stone, brick, glass, or other premium materials to match the existing campus standards. These materials will be taken into consideration when designing the exterior wall framing. Steel girt framing may be required at large expanses of glass or ribbon windows. It should be noted that exterior metal stud framing will be delegated to the contractor to provide the most cost-effective system to the owner. Steel framing designed to support the façade elements will be designed for a more stringent deflection criteria.

9. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

The cost estimate has been provided by Owner's cost consultant, MCL. MCL provides an additional review of the construction costs to ensure that the budget amounts are appropriate for the stated project scope and the current construction market.

2) Identify year and month on which estimates are made and inflation factor used

Estimates were made in January of 2026 and inflated 4% per year to an assume midpoint of construction in June 2028

3) Net and gross square feet

	Existing	Proposed	Difference
Net Square Feet	167,961	193,567	25,606
Gross Square Feet	183,114	211,032	27,918

	Renovation	Addition	Total
Net Square Feet	7,425	25,606	33,031
Gross Square Feet	8,029	27,918	35,947

4) Project cost per net and gross square foot

$1,059.61 / NSF

$973.66 / GSF

5) Construction cost per gross square foot: $845.23 / GSF

B. Total project cost

Construction	
General Construction	$28,039,000
Site Work/Utilities	0
Fixed Equipment	824,400
In-House Construction	73,300
Construction Contingency	1,446,800
TOTAL CONSTRUCTION COSTS	**$30,383,500**

Non-Construction	
Project Planning	70,000
Professional Consultant Fees	2,913,900
Professional In-house	770,900
Equipment - Capital	32,300
Equipment - Non-Capital	162,400
Land Acquisition	0
Artwork	0
Other (includes NU Foundation Fee)	482,400
Non-Construction Contingency	184,600
TOTAL NON-CONSTRUCTION COSTS	**$4,616,500**

TOTAL PROJECT COST	**$35,000,000**

C. Fiscal impact based on first full year of operations

1) Estimated additional operational and maintenance costs per year

$224,640

2) Estimated additional programmatic costs per year

$214,118 ($122,559 is fundraised and $91,559 would come from UNO's budget)

D. Fiscal impact based on annual assessment

N/A

10. FUNDING

A. Total funds required: $35,000,000

B. Project funding sources

Funding Sources	Amount	% Total
Private donations	$ 35,000,000	100%
Total	**$ 35,000,000**	**100%**

C. Fiscal year expenditures

FISCAL YEAR	EXPENDITURES
FY2026-2027	$85,500
FY2027-2028	$4,014,500
FY2028-2029	$17,000,000
FY2029-2030	$13,900,000
Total Project Cost	$35,000,000

11. TIMELINE

A.	Program Statement	April 10, 2026
B.	External Selections	
	a. Design team	September 2026
	b. Construction Management team	October 2026
C.	Early Packages	April 2027
D.	Intermediate Design Review	August 2027
E.	GMP Execution	August 2027
F.	Completion of Construction	July 2029
G.	Occupancy	August 2029

12. HIGHER EDUCATION SUPPLEMENT

A. Coordinating Commission for Postsecondary Education (CCPE) Review

CCPE review is required.

B. Method of Contracting

1) Identify method

Construction Manager at Risk (CMR)

2) Provide rationale for method selection

Construction Manager at Risk was selected for several key reasons:

- The area of site available for construction is limited. The existing building access/exiting will need to be maintained and planned for. Selecting the construction manager early in the process will assist in overall project planning and allow the processes to be built into the project's design.

- 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.

- Material availability is a challenge in the current construction industry affecting all projects. Construction Manager input early in the process will help the design team select materials readily available to meet the schedule.

- Establishing a guaranteed maximum price early in the project will help counteract inflationary pressures on the project.

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve and authorize execution of an agreement to license the Multimedia rights of University of Nebraska at Omaha (UNO) to Omaha Sports Properties, LLC (Learfield) on the UNO) campus.

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

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

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

PURPOSE & KEY POINTS
Approve the agreement to license UNO's Multimedia rights to Learfield. The current agreement with Learfield ends on June 30, 2026. In the multimedia rights agreement between UNO and Learfield, UNO agreed to license to Learfield certain multimedia rights related to UNO Athletics. The new agreement will supersede the current agreement with updated language to reflect the current landscape of college athletics. The agreement goes effect on July 1, 2026.

Highlights of the agreement are as follows:

- Ten (10) year term through June 30, 2036.
- The minimum Guaranteed Rights Fees paid to the University over the duration of the contract is $18,250,000
- Annually, Learfield shall pay the University the greater of either the Guaranteed Rights Fee or 58% of the Adjusted Growth Revenue
- Additionally, Learfield will make subsidy payments totaling $650,000 to the University prior to beginning of FY29'
- Additionally, annually Learfield will endeavor to provide trade to the University up to $300,000 in value
- Additionally, the University and Learfield have mutually agreed to a 65-35% revenue share specifically for jersey and equipment patch sponsorships
- Learfield will receive additional assets within Athletics facilities for sponsorship inventories
- Baxter Arena, Buildertrend Club, Maverick Park, Caniglia Field and future facilities naming rights inventory are retained by the University

BACKGROUND INFORMATION

On March 18, 2016, the Board of Regents approved the execution of the original Multimedia rights contract with Learfield.

Highlights of the minimum Guaranteed Rights Fees

- FY27 $1,600,000
- FY28 $1,650,000
- FY29 $1,700,000
- FY30 $1,750,000
- FY31 $1,800,000
- FY32 $1,850,000
- FY33 $1,900,000
- FY34 $1,950,000
- FY35 $2,000,000
- FY36 $2,050,000

RECOMMENDATION

The President recommends approval.

University of Nebraska at Omaha Multimedia Rights Agreement

This University of Nebraska at Omaha Multimedia Rights Agreement ("Agreement") is effective as of July 1, 2026 (“Effective Date”) between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska for and on behalf of the University of Nebraska at Omaha, located at 6001 Dodge Street, Omaha, Nebraska 68182 (“University”) and Omaha Sports Properties, LLC, a Missouri limited liability company, located at 5400 LBJ Freeway, Suite 100, Dallas, Texas 75240 ("Learfield").

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Definitions.** Whenever appearing in this Agreement, each of the following terms (whether capitalized or not) shall have the meanings ascribed herein:

a. Adjusted gross revenue or “AGR” is defined as all gross revenue based on collections, less (i) third-party or agency commissions, (ii) all sponsor fulfilment costs, including but not limited to tickets, productions, promotions, and any hard costs associated with NIL and content, and (iii) third party rights fees such as NCAA or NIT related sponsorship fees, and (iv) collection and/or litigation expenses reasonably incurred by Learfield in connection with any collection efforts against sponsors.

b. "Athletics Department" means the University approved official organizational division of the University of Nebraska at Omaha (“UNO”) which oversees and administers its intercollegiate men's and women's athletic programs.

c. "Blue Line Stage" means the final proofing stage before a Program has been printed.

d. "Broadcast(s)" means a broadcast, transmission, and/or exhibition by means of simultaneously interconnected or simultaneously operating audio devices, methods and improvements now known or hereafter developed, including, without limitation, all broadcasts, transmissions, and/or exhibitions included in customary feed patterns and/or any rebroadcasts via any means of radio, audio and/or digital transmission methods and improvements now known or hereafter developed, including, without limitation the Internet and any computer on-line services.

e. "Change Pages" means those pages for a Program which shall change with each Program published for a particular Game.

f. "Coach(es)" means UNO's head coach (and assistant coaches) for a particular intercollegiate sport.

g. "Coach's (or Coaches') Show(s)" means any television, radio, computer or internet shows produced by Learfield which primarily feature UNO's head Coach for a particular intercollegiate sport.

h. "Conference(s)" means the Summit League, the National Collegiate Hockey Association or such other conference or athletic association that UNO may be a member during the Term.

i. "Contract Year" means that period of time from July 1, 2026, through June 30, 2027, for the first "Contract Year" and thereafter each twelve-month period from July 1 through June 30 during the Term.

j. "Digital Media Rights" means (i) all University approved official Athletics Department platforms including websites, mobile web and mobile applications, (ii) social media channels such as Facebook, Twitter and Instagram, (iii) e-mail and other University approved digital marketing, (iv) in-venue digital screens and platforms and (v) all digital distribution of game clips, highlights and live audio of Games.

k. "Game(s)" means any UNO intercollegiate varsity athletic event for a particular competitive sport.

l. "Gross Revenues" means Learfield's (i) total receipts received from commercial or advertising time sales less reasonable unaffiliated agency fees, (ii) total receipts received from Covered Activities, less standard agency fees or commissions, (iii) the value (as reasonably determined by the parties) of all merchandise, goods, or services received in payment or exchange for commercial or advertising time or business expense of Learfield and (iv) any income other than advertising income or receipts from Covered Activities, i.e., station fees or booth fees from a non-Conference opponent, or station fees charged to stations for selected Games outside of the sponsor commitment.

m. "Marks" means the official UNO intercollegiate athletics names, trademarks, service marks, logos, symbols and/or mascots owned by UNO as set forth on **Exhibit A** attached hereto.

n. "Media Guide" means the descriptive team brochures used to promote UNO's intercollegiate athletic teams.

o. "NCAA" means the National Collegiate Athletic Association.

p. "Posters" means the posters published pursuant to this Agreement to promote UNO's intercollegiate athletic programs and/or events. Posters may be published in a digital only format.

q. "Programs" means the programs published pursuant to this Agreement for purchase and/or download at UNO intercollegiate athletic events. Programs may be published in a digital only format.

r. "Publications" means Programs, Posters, Roster Cards, Schedule Cards, Media Guides and/or newsstand publications primarily relating to UNO's intercollegiate athletic events, and any other written product such as calendars or magazines produced by Learfield pursuant to this Agreement with the prior approval and agreement of the Athletics Department. All Publications may be made available in a digital only format.

s. "Roster Cards" means any publication published and distributed (including digitally) by Learfield under this Agreement listing UNO teams, statistics, and opposing teams for any particular competitive sport.

t. "Schedule Cards" means cards published (including digitally) pursuant to this Agreement containing the season schedule of Games for one or more of UNO's intercollegiate sports.

u. "Standing Material" means pages which shall remain unchanged and shall appear in each Program published in a single season for the applicable UNO intercollegiate sports.

v. "Term" shall have the meaning set forth in Section 6.

w. "Today's Game" means the section of a Program describing UNO's current Game opponent.

2. **Grant**. The University hereby grants Learfield the following rights to use and license the use of Marks during the Term in conjunction with the following (singularly a "Covered Activity" and collectively the "Covered Activities"):

a. Broadcast Rights. The University hereby grants Learfield the exclusive worldwide commercial Broadcast rights to produce and distribute via television, radio, computer, Internet and similar types of transmission, in all languages, the following: (i) all play-by-play and commentary for regularly scheduled pre-season, regular season and post season intercollegiate Games and related Coaches' Shows; and (ii) all other mutually agreeable UNO intercollegiate athletic events, including, without limitation its Games and related Coaches' Shows, should Learfield reasonably determine there is a profitable market for any such Games and/or Coaches' Shows. Subject to any Conference restrictions communicated by the University to Learfield in writing, the University further grants Learfield an exclusive worldwide license to rebroadcast any or all Broadcasts produced by Learfield pursuant to this Agreement, and the exclusive worldwide rights to organize and administer a network of radio, computer and Internet markets for any such broadcasts produced and distributed by Learfield hereunder, if Learfield reasonably determines there is a profitable market for any such network (the "Radio Network").

b. Coaches' Shows. Subject to the provisions and limitations of any agreements now or hereafter existing between the University and any of its Coaches, and any NCAA and Conference restrictions, the University grants Learfield the exclusive rights to produce and distribute worldwide commercial broadcasts of Coaches' Shows for the UNO men's and women's basketball programs and men's ice hockey program via television, radio, computer, internet or similar types of transmissions in all languages, subject to the same exceptions and reservations as set forth in section 2.a. In the event that Learfield elects not to produce and distribute a Coaches' Show for either the men's or women's basketball program in any Contract Year, the University shall retain the right to produce or cause to be produced the Coaches' Show in that Contract Year; however, Learfield shall have the exclusive right to place sponsor acknowledgements, advertising and promotions in such Coaches' Show so produced by the University.

c. Publication Rights. The University hereby grants Learfield the exclusive worldwide rights to produce, sell and distribute all official Programs and other newsstand publications relating to UNO's intercollegiate athletic events including, without limitation, the following:

i. Programs. Learfield shall provide official Programs for UNO's home men's basketball games, except pre-season and post-season games. Prior to each season during the Term, Learfield and the Athletics Department will mutually agree upon the number of separate issues that will be provided.

ii. Other Sports. At Learfield's option, Learfield shall have the exclusive rights to provide official Programs or Roster Cards for all Games should Learfield reasonably determine there is a profitable market for the same. Learfield and the Athletics Department will mutually agree on the Programs and/or Roster Cards to be published for such Games, the cover materials (if applicable), the number of issues of such Programs and/or Roster Cards, and all relating deadlines, before each of the University's academic years during the Term of this Agreement. In the event that Learfield reasonably determines that there is not a profitable market for providing official Programs or Roster Cards for any particular sport in a Contract Year, the University shall retain the right to produce or cause to be produced such Programs or Roster Cards; however, Learfield shall retain the exclusive right to sell all advertising and sponsorship in such Programs, and no commercial advertising or sponsorship may be included in such Programs or Roster Cards without the approval of Learfield. In addition, the University shall allow Learfield the opportunity to place sponsor acknowledgements and promotions in such programs or Roster Cards so produced by the University. Notwithstanding anything to the contrary, the parties understand that, if Learfield elects not to exercise any of its publication rights in any Contract Year, Learfield shall have the right to re-claim such publication rights in the future and choose to exercise some or all of said publication rights in any subsequent Contract Year. Learfield agrees that it shall provide the Athletics Department with 30 days' prior written notice of its exercise of any right of reclamation and any reclamation shall be effective only on July 1 of any Contract Year.

iii. Newsstand Publications; Posters. Learfield shall have the exclusive worldwide rights to produce and distribute commercially all UNO Game-related team posters and all other mutually agreeable newsstand publications, including, without limitation, magazines, calendars, schedule cards and other publications relating to UNO's intercollegiate athletics. All such publications produced and distributed by Learfield under this paragraph shall comply in all respects with applicable NCAA and/or College Sports Commission (“CSC”) rules and regulations and shall be approved by the Athletics Department in writing (email sufficient) before they are produced and distributed by Learfield such approval not to be unreasonably withheld or delayed. In the event that Learfield reasonably determines that there is not a profitable market for providing such Publications, the University shall retain the right to produce or cause to be produced such Publications; however, Learfield shall retain the exclusive right to sell all advertising and sponsorship in such Publications, and no commercial advertising or sponsorship may be included in such Publications without the approval of Learfield. In addition, the University shall allow Learfield the opportunity to place sponsor acknowledgements and promotions in such Publications so produced by the University, subject to the Athletics Department’s prior written (email sufficient) approval. Notwithstanding anything to the contrary, the parties understand that, if Learfield elects not to exercise any of its publication rights in any Contract Year, Learfield

shall have the right to re-claim such publication rights in the future and choose to exercise some or all of said publication rights in any subsequent Contract Year. Learfield agrees that it shall provide the Athletics Department with 30 days prior written notice of its exercise of any right of reclamation and any reclamation shall be effective only on July 1 of any Contract Year.

d. Electronic Media and Advertising Rights. The University hereby grants Learfield the exclusive rights to secure sponsorships and sell advertising on UNO's Athletic Department website, www.omavs.com, the part of UNO's main website related to intercollegiate athletics and/or any website maintained by or on behalf of any UNO athletics program or team (collectively referred to as "Websites"). The University agrees not to give any of the same or similar rights to anyone else with regard to any Website, with the exception of the web provider. The University shall not enter into any contract affecting such advertising rights in connection with the Websites without the consent or participation of Learfield.

e. Incorporation of Future Assets. Learfield and the University acknowledge that the rights granted under this Agreement shall extend to any future facility or arena utilized by or on behalf of the Athletics Department. The University may, but is under no obligation to, negotiate and enter in a separate agreement with Learfield in connection with those rights not covered under this Agreement (such as naming rights). The parties further acknowledge that the computer, electronic media and wireless services industries are evolving and dynamic industries which may in the future include capabilities, applications and functions beyond those currently contemplated by the parties. Learfield and the University therefore agree that the scope of this Agreement will be liberally construed and will be deemed to include inventory, technologies, capabilities, applications, and functions that may arise in the future.

f. Other Added Covered Activities. The University hereby grants Learfield the following exclusive worldwide ancillary rights and privileges:

i. Corporate Sponsorships. Learfield shall have the exclusive rights to organize, develop and market a corporate sponsor program for the Athletics Department. Such marketing, merchandising, advertising, promotional and sponsorship rights shall include, but are not limited to, the following: (A) television and/or radio broadcasting and advertising rights for Games and Coaches' Shows; (B) computer on-line service, CD Rom and/or other Internet and interactive media rights; and (C) other rights relating to sponsorships, promotions, and acknowledgements of and related to UNO's athletic events which may include, among other things, product sampling, couponing, display booths, tabling rights, signage, public address announcements, in-game promotions, hospitality events and the rights to use and license the use of the University Marks. Learfield shall use commercially reasonable efforts to limit "call to action" advertising in connection with such marketing elements as may hereafter be mutually agreed to by the Athletics Department and Learfield but may include the following elements (as described in Treas. Reg. § 1.513-4) in such sponsorships: (I) exclusive sponsorship arrangements, (II) logos and slogans that do not contain qualitative or comparative descriptions of a sponsor's products, services, facilities or company, (III) a list of a sponsor's locations, telephone numbers, or internet address, (IV) value-neutral descriptions, including displays or visual

depictions, of a sponsor's product-lines or services, and (V) a sponsor's brand or trade names and product or service listings.

ii. Signage. Learfield shall have the rights to seek, negotiate and obtain agreements, including, without limitation, trade arrangements as defined herein, for securing sponsorships and promotions, for all advertising space, not otherwise controlled by other third parties, on all designated Athletics Department signage including, Games and all fixed and/or rotating signage at such Games. In the event any existing agreements between the University and any third parties relating to the control of advertising space located in any of UNO's athletic facilities are not renewed, expire or terminate during the Term, the University shall make all such advertising space available to Learfield for its marketing and advertising sales hereunder.

iii. Game Sponsorship Packages. In addition to the rights to secure multi-year and/or season long Corporate Sponsorships, Learfield shall have the rights to offer sponsorship packages of any mutually agreeable UNO Games that may include, without limitation, the following: (A) tickets and parking passes, based upon availability, to any sponsored Game, supplied by University at a mutually agreeable cost to Learfield all of which shall be in a premium location with a view to their distribution by Learfield to a Game event sponsor; (B) stadium public address announcements recognizing the Game event sponsor; (C) exposure of a Game event sponsor through other mutually agreeable pre-game and half-time activities; (D) the right to distribute, display and sample products or merchandise (including any coupons related thereto) of a Game event sponsor at a Game; (E) all rights to promote the Game event sponsorship on UNO's campus; (F) access to UNO facilities and hospitality suites for pre-game and post-game hospitality; (G) radio network drop-in commercials; and (H) access to all University Marks in accordance with sections 10 and 11 hereof. The University shall use best efforts to ensure that corporate sponsors are granted premium rights in connection with seat allocation, parking and access to hospitality suites.

iv. Digital Media Rights. Learfield shall have, throughout the Term, the exclusive right to secure sponsorships and sell advertising and promotional rights associated with Digital Media Rights, provided, however, all revenue received from such activities shall be included in the calculation of AGR. Learfield shall have the exclusive right to sell advertising and sponsorship related to any Wi-Fi/DAS/IPTV system installed by or on behalf of the University during the Term in any athletic facility and advise and assist in determining the provider of such services, noting that a DAS provider has already been selected and contracted for the University including Baxter Arena by contract approved on August 12, 2020.

v. Campus Assets. Learfield shall have the exclusive right to organize, develop and market a program for an official partner within the banking industry (the "Official Bank"), which program shall include the campus-wide promotional properties with UNO listed in subsections A, B, and C below (collectively, the "Campus Assets"). All agreements entered into by Learfield with respect to Campus Assets are subject to prior written approval by the University.

A. Tag Lines. The Official Bank shall be allowed to use the following tag lines: (I) "Official Bank of University of Nebraska at Omaha," (II) "Official Bank of UNO," (III) "Official Bank of Baxter Arena, (IV) "Official Bank of UNO/ International Studies and Programs."

B. Welcome Week Marketing/Branding.

I. Welcome Week Events.

(1) UNO will expend approximately fifteen thousand dollars ($15,000) annually to host an event for students during the week before fall semester classes (“Welcome Week”).

(2) The Welcome Week event shall be mutually agreed upon by UNO and Learfield, and may consist of the following: concert, music and food, games and activities.

(3) All Welcome Week events will be hosted in such area on the UNO campus as deemed appropriate by UNO.

(4) The Official Bank will have the opportunity to host a table (kiosk) at the Welcome Week event with promotional material for students.

(5) The Official Bank will be highlighted as the title sponsor of the Welcome Week event in all marketing efforts leading up to the event.

(6) All wording and artwork must be pre-approved by UNO.

II. Table Tents.

(1) UNO will place up to five hundred (500) table tents around campus highlighting that the Official Bank is the official bank of UNO.

(2) Table tents will be placed in all eating areas, high-traffic study areas and other areas where students congregate.

(3) Table tents wording will be mutually agreed upon by the Official Bank and UNO.

(4) UNO will be responsible for displaying the table tents.

(5) The Official Bank will be responsible for all cost of producing signs.

(6) Table tents will be in place over a mutually agreed upon two (2)-week period per semester.

III. Banners.

(1) UNO and the Official Bank shall mutually agree upon up to four (4) locations for banners to be hung around the UNO campus highlighting the partnership.

(2) Banners may be located in the following areas: the UNO dining facility, the balcony in the student union, the display case near the financial aid / cashier's office, and the lobby of Mammel Hall.

(3) The size of banners shall be mutually agreed upon.

(4) UNO will hang the banners.

(5) The Official Bank will be responsible for all cost associated with creating the banners.

(6) Banners will be hung during a mutually agreed upon two (2)-week period per semester.

(7) Banners must be pre-approved by UNO.

IV. Campus Wide Branding.

(1) International Office. The Official Bank will provide UNO's International Studies and Programs Office with promotional material to be placed in a counter-top display visible to all International Students.

(2) Point-of-Sale (“POS”) Signage.

(a) UNO will place one (1) Official Bank sign at every POS location on campus.

(b) Signs shall be approximately 3"x3" and will highlight that the Official Bank debit cards are accepted here.

(c) The Official Bank will be responsible for the cost of producing the signs.

(d) UNO will install the POS signs.

V. Limitations on Sponsorships. Learfield shall use commercially reasonable efforts to limit "call to action" advertising in connection with such marketing elements as may hereafter be mutually agreed to by the Athletics Department and Learfield, but may include the following elements (as described in Treas. Reg. § 1.513-4):

(1) Exclusive sponsorship arrangements.

(2) Logos and slogan that do not contain qualitative or comparative descriptions of a sponsor's products, services, facilities or company.

(3) A list of a sponsor's locations, telephone numbers, or internet address.

(4) Value-neutral descriptions, including displays or visual depictions, of a sponsor's product lines or services.

(5) A sponsor's brand or trade names and product or service listings.

vi. Uniform and Equipment Assets. Learfield shall have the rights to seek, negotiate and obtain, subject to the prior written (email sufficient) approval of the Athletics Department, agreements, including, without limitation, trade arrangements as defined herein, for securing sponsorships and promotions, for all uniforms and equipment worn by student-athletes during Games, including jersey patches; helmet decals for hockey, baseball, and softball; and decals for other applicable equipment (collectively, the “U&E Assets”). Learfield may negotiate a sponsorship agreement that includes U&E Assets immediately but activation of the U&E Assets may not take place until August 1, 2026.

3. **Production Covenants**. In connection with the Broadcast rights granted by the University (collectively such Broadcasts are sometimes hereinafter referred to as the "Production(s)") and Learfield's option to organize a Radio Network, Learfield and the University mutually agree and covenant as follows:

a. Broadcasts. Learfield shall produce and broadcast all Game Broadcasts and related Coaches' Shows subject to (i) the terms and conditions contained in this Agreement; and (ii) University and NCAA rules and regulations. Learfield will be responsible for the format of any and all broadcasts produced pursuant hereto. For the avoidance of doubt and clarification, Learfield may produce and broadcast all Game Broadcasts solely via audio stream at its sole discretion.

b. Radio Network Broadcasts. In connection with the Radio Network (if Learfield exercises its option to organize a Radio Network), Learfield with the approval of the Athletics Department, shall use reasonable efforts to: (i) select radio stations to participate as affiliates in the Radio Network; (ii) arrange affiliate contracts with such radio stations, Radio Network schedules, other broadcast distribution outlets, and for all other Radio Network production elements including, without limitation, the necessary clearances to air broadcasts of the productions on Radio Network stations; and (iii) cause each Radio Network station to carry each NCAA sanctioned Game in its broadcast schedule in its entirety, unless preempted by unscheduled news interruptions, requirements of the Emergency Broadcast System, or regulatory requirements of the Federal Communications Commission.

c. Talent. Learfield and the Athletics Department shall mutually agree on the play-by-play and color announcers to be used as over-the-air talent and as host(s) of all Productions produced by Learfield hereunder.

d. Coaches' Services. For each Coach's Show, the Athletics Department, shall: (i) cause its respective Coaches to provide their services for each Coach's Show produced by Learfield as the principal talent for such Coach's Show and including, without limitation, performance on the Coach's Show (whether live or recorded and in all retakes), participation in production conferences, and personal appearances promoting such Coaches' Shows; (ii) prohibit its Coaches from participation in any other competitive radio programs and/or shows, as the principal talent for such programs, provided however, Learfield's exclusive rights hereunder shall not prohibit the Coaches from participating in news interviews by other broadcasters. All other services of the Coaches to be provided to Learfield by the University shall be mutually agreed upon by Learfield and the University.

e. Subcontracting. Learfield may subcontract production responsibilities for any or all Broadcasts produced under this Agreement. Learfield agrees that subcontracted production shall be of high-definition quality and otherwise acceptable to the Athletics Department. All on-air talent shall be approved by UNO's Athletic Director, in writing, two weeks prior to the commencement of any season.

f. Access. The University shall furnish Learfield, at no cost to Learfield, cards of admission and/or passes, including parking passes, if appropriate, which enable employees of Learfield involved with any Broadcast to have free access to and egress from each Game site at all reasonable times before and after each Game, to prepare, record, broadcast each Game and related Coach's Show and to setup and remove any equipment. In conjunction with each Game, the University shall provide Learfield with adequate location of its equipment and personnel necessary to broadcast the Game. If the permission of any third party is needed for the location of Learfield's equipment and/or personnel as provided in this paragraph, the University will use its best efforts to obtain such permission. In addition thereto, the University will use its reasonable efforts to provide Learfield at no cost, with an adequate number of seats on any bus or airline chartered by the University to enable employees of Learfield involved with Broadcasts to meet Learfield's broadcast obligations for all away Games.

g. Residuals. The University shall own all rights in each Broadcast made pursuant hereto. In furtherance of the University's ownership rights, Learfield shall make appropriate copyright notice announcements during each Broadcast and shall affix appropriate copyright notices to all audio and video tapes and other forms of recordings or reproductions with respect thereto. Notwithstanding the foregoing, Learfield shall have the right to use and license the use of any footage or audio recording of any broadcast for promotional and newsworthy uses by Learfield or others contracting with Learfield pursuant to this Agreement and/or for any rebroadcast by Learfield or others contracting with Learfield pursuant to this Agreement.

h. Reciprocal Rights for Away Games. The University shall use its reasonable efforts to secure for Learfield the rights to broadcast all away games in accordance with Conference and NCAA rules and regulations, unless Learfield shall stipulate to the contrary. In the event a rights fee is charged for any away or tournament Game, the University shall obtain the prior written approval of Learfield of such rights fee prior to any purchase thereof; provided, however, the University shall use its reasonable efforts to obtain such rights at no cost to Learfield. Any rights fee approved by Learfield shall be deducted from the Rights Fee. In the event that the University should seek or be required to secure rights to conduct a UNO home Game at a neutral site, the University shall ensure that Learfield participates in the negotiation for such rights so as to not adversely impact the rights granted to Learfield under this Agreement.

i. Advertising Sales. Except as expressly provided in this Agreement to the contrary, all advertising inventory and revenues from advertising sales relating to each Broadcast undertaken by Learfield shall be controlled and retained by Learfield to be utilized in the calculation of AGR pursuant to section 8.

j. Clearances. Learfield shall be responsible for obtaining all necessary clearances to air Broadcasts on radio stations in accordance with all applicable Conference and NCAA rules and regulations. Notwithstanding the foregoing, Learfield shall not incur any liability to University from its failure to obtain any clearance by reason of preemption by unscheduled news interruptions, requirements of the Emergency Broadcast System, regulatory requirements of the Federal Communications Commission, any pre-emption mutually approved by Learfield and the Athletics Department or any other force majeure event described in this Agreement.

4. **Publication Covenants**.

a. Materials Supplied by University. The University shall supply to Learfield editorial content material, black and white and/or color photographs, front cover materials, and meet other reasonable requests of Learfield for editorial resource materials for any publication produced and published by Learfield hereunder. UNO's sports information director or his/her representative and other Athletics Department personnel will be available for consultation at all reasonable times.

b. Program Composition. Learfield and the University agree that the cover design and editorial/photographic Standing Material for any Programs produced by Learfield will be determined by the Athletics Department prior to each academic year. During the Term, Learfield and the Athletics Department will mutually agree no later than forty five (45) days in advance of the first home game (as applicable) to a delivery schedule to Learfield of the selected cover design and Standing Material.

c. Editorial Standards; Final Program Composition. The Athletics Department shall provide rough layouts of the Programs with final design mutually agreed upon by the parties. Final composition and page make-up shall be the responsibility of Learfield. High standards of editorial and advertising copy excellence shall be maintained, consistent with accepted levels of printing and media industries. Lack of quality due to photographic density, second generation negatives, and scheduled changes shall be held to a minimum, but when necessary, will be accepted as best available. Learfield shall be responsible for any and all reprints and shall bear the cost thereof, unless such reprint is caused by an act or omission of the University. If use of an outside printer is necessary, Learfield shall have the right to determine the area printer to be used in the final production of the Programs and will notify the Athletics Department of that printer prior to use thereof. This paragraph applies to all sponsorship acknowledgements and promotions to be included in the Programs, including all sponsorship acknowledgements and promotions to be included in the Programs from the sponsors referenced in Section 5.e.

d. Inserts. Inserts will not be used in any Program without approval of Learfield.

e. Cooperation. The Athletics Department will meet with Learfield's publishing staff, at least annually, to set dates by which copy for the Programs will be supplied to Learfield and if copy is not timely supplied, Learfield will provide copy.

f. Vendor Announcements. The University will provide for two public announcements and two scoreboard announcements at each home game (as applicable) to promote sales and/or downloads of Programs.

g. Storage Locations. The University will make available dry, safe, convenient storage space to store Roster Cards and Posters to which Learfield shall have access at all reasonable times. In addition, Learfield shall have the right to sell Programs at such locations within the University's athletic facilities which, in Learfield's reasonable determination, will maximize the exposure and sales of Programs.

h. Program Vendor. Learfield will be the sole and exclusive vendor for the Athletics Department's Program sales pursuant to this Agreement and shall be responsible for all vending operations to include staffing, selling, collecting and accounting for Game Programs. Learfield will also be responsible for arranging all contracts with vendors, suppliers, sponsors, media users and the like and all other production elements relative to all Game Programs.

i. Other Programs; Roster Cards. In the event the parties reasonably determine that the publication of Roster Cards for any of the Athletic Department's athletic events not otherwise heretofore under contract with any third party is economically feasible, Learfield and the Athletics Department shall mutually agree on the design and content of such Roster Cards. Any other Roster Cards published by Learfield pursuant to this Agreement shall meet high standards of advertising and print quality consistent with accepted levels of printing and media industries and shall be in accordance with all applicable rules and regulations of the University, the Conference and the NCAA. The University shall provide to Learfield such rules and regulations and all other information reasonably required by Learfield for inclusion in any Roster Cards in advance of publication deadlines reasonably determined by Learfield.

j. University Publications. Learfield is aware that, from time to time, the University and its athletic programs may issue newsletters and other publications that relate to athletics. The University shall not sell advertising or sponsorship in connection with such newsletters or other publications. The University will use reasonable efforts to ensure that Learfield is afforded an opportunity, if feasible, to incorporate sponsor logos in such publications, without any cost to Learfield.

5. **Covered Activities Covenants and Warranties**. In connection with the rights granted by the University to Learfield to engage in the Covered Activities hereunder, the University and Learfield agree as follows:

a. Covered Activities Duties. Learfield shall use commercially reasonable efforts to: (i) advance the Athletic Department's interest, (ii) obtain proper publicity, and (iii) secure suitable offers for purchases of sponsorships involving any Covered Activity. The parties acknowledge that the Covered Activities undertaken by Learfield hereunder may have limited marketability, such that Learfield shall not incur any liability to the University from its inability to secure offers of sponsorships relating to any Covered Activity or from the failure of any Covered Activity to generate revenues.

b. Inventory; Signage. The University shall cause the Athletics Department to furnish annually to Learfield a written inventory indicating the athletic facilities and signage or other materials, such as posters or calendars, on which advertising space is available, as well as any other available rights relating to the Covered Activities. In addition thereto, the Athletics Department shall, on behalf of the University, be responsible for displaying, and maintaining any advertising, equipment, or signs in its athletic facilities, arenas or stadiums secured by Learfield from sponsors pursuant to this Agreement. The parties will mutually agree upon the inventory on or before June 30 of each Contract Year but in no event will the inventory ever be less than what was available to Learfield in the 2026-27 Contract Year, and the University acknowledges that Learfield is being granted exclusive rights hereunder, so during the Term, University will not itself (other than through Learfield) sell or attempt to sell advertising or sponsorship or other promotional opportunities in connection with such inventory or any Covered Activity and will not grant to any third party the right to do so including any rights that materially diminish the Covered Activities hereunder. Unless otherwise agreed between Learfield and the Athletics Department, the following inventory will be exclusively available to Learfield for all home Games at Baxter Arena and included in the inventory for the duration of the Term:

i. Concourse directional signage

ii. Concourse wall murals

iii. Concourse tabling for all sports

i. Elevator wraps

ii. LED ribbon board (360 degree)

iii. LED video boards - rotating LED signage

iv. LED scorer's table (media visible)

v. Basketball, volleyball, and hockey sponsor floor and ice logos

vi. Basketball stanchion pads

vii. Volleyball net branding

viii. Volleyball stanchion pads

ix. Concourse LED or TVs – video and logo placement (if available)

x. Main & north entrance – naming rights & branding

xi. Maverick Room hospitality area naming rights & branding

xii. Ticket/Box Office naming rights & branding

xiii. Suite level naming rights & branding

xiv. Videoboard underbelly

xv. Main rink hockey dasher board

xvi. Hockey glass wrap – home bench, visitors' bench, penalty box

xvii. Holland Ice Rink dasherboard

xviii. Holland Rink in-ice logo

xix. Holland Rink wall mural

xx. Holland Rink permanent videoboard signage (panel logos)

Unless otherwise mutually agreed between Learfield and the Athletics Department, the following inventory will be exclusively available to Learfield for all home Games at Maverick Park, including Connie Claussen Field (softball) and Tal Anderson Field (baseball):

i. Outfield wall signage

ii. Batter circles

iii. Dugouts

iv. Foul poles

v. Concourse tabling for all sports

vi. Batter's Eye

Unless otherwise mutually agreed between Learfield and the Athletics Department, the following inventory will be exclusively available to Learfield for all home Games at Caniglia Field:

i. Scoreboard signage

ii. Field logo

iii. Sideline banners

iv. Team dugouts

v. Concourse tabling for all sports

Learfield understands and agrees that due to University policy, certain name changes require approval by the University President, Chancellor, and/or the Board of Regents. Affected inventory includes : (i) naming rights to Main & north entrance; (ii) naming rights to Maverick Room hospitality area; (iii) Suite level naming rights & branding; (iv) Videoboard underbelly; and (v) the Batter's Eye. In the event Learfield presents these pieces of inventory to a sponsor for inclusion in a sponsorship agreement, Learfield will inform the sponsor that the inventory is available pending approval from the University. In addition, the University will work with Learfield in an attempt to secure the following inventory for Learfield's purposes hereunder:

i. The opportunity to sell the hospitality area naming rights

ii. Naming rights opportunities

iii. Ticket Windows

iv. Arena concourses

v. Hospitality areas

vi. Arena club tabletops and/or bar area

vii. Scorer's table permanent signage (outer add-ons from LED table)

viii. Sponsor tabling opportunities

ix. Certain signage in new practice facilities under development for (a) basketball and volleyball and (b) baseball and softball

c. Service of Head Coaches. The University will make available, without expense to Learfield, the reasonable services of its Coaches or other members of its Athletics Department for any promotional activity or advertising relating to UNO's Athletics Department which the University has approved in connection with any Covered Activity. Learfield shall furnish to the Athletics Department, for its approval, a written description of the anticipated scope of the personal services of each Coach or personnel which Learfield projects will be necessary for the forthcoming promotion, endorsement and sponsorship programs related to any Covered Activity.

d. Marketing to Existing Corporate Sponsors. The University agrees that Learfield has the right to sell sponsorship and advertising rights to existing University corporate sponsors. All other existing agreements with the University's corporate sponsors shall be subject to this Agreement, and the University will execute any documents reasonably deemed necessary by Learfield to assign such agreements and to otherwise take all necessary actions required of the University to fulfill and perform such sponsorships.

e. Merchandising and Other Support. In connection with the rights in and to the corporate sponsorship Covered Activities granted hereunder:

i. Sponsor Functions. The parties may host one or more sponsor dinners during the respective athletic seasons to benefit any corporate sponsors of the University's intercollegiate athletics secured by Learfield under this Agreement. Corporate sponsors and other personnel associated with a corporate sponsorship or other promotional activities organized by Learfield to promote the University and UNO's intercollegiate athletic program will be invited and provided with tickets and bus transportation to such Game(s) as Learfield and the Athletics Department shall mutually agree. The payment of all costs associated with all sponsor functions under this paragraph shall be mutually agreed upon in writing prior to any such function.

ii. Other Merchandising. The University will provide at no cost to Learfield a reasonable number of autographed basketballs, media guides, team photos, and souvenirs for the benefit of any corporate sponsors secured by Learfield hereunder. The University will also provide to Learfield extra tickets, parking passes and other amenities for promotional purposes when available.

f. Tickets. At no cost to Learfield and for its distribution to sponsors or other entities, the University will provide Learfield with one hundred (100) complimentary season tickets, or such number of tickets as currently being used for servicing the existing base of University sponsors, whichever is greater, to all Athletics Department regular home games for the men's and women's basketball programs and the men's ice hockey program. The University will use its reasonable efforts to ensure that as many seats as possible shall be located in prime seating areas. If surplus tickets for any regular season Game are available, as determined solely by the University, Learfield shall be given the opportunity to offer such additional tickets to potential or existing sponsors at a mutually agreeable cost. Learfield shall have the right to purchase, at the face value price and based upon availability, the following: (i) fifty (50) tickets to the first two (2) rounds of the Division I NCAA Tournament in which the UNO men's and women's basketball team participates; (ii) eighty(80) tickets to the regional rounds of the Division I NCAA Tournament in which the UNO men's and women's basketball team participates; (iii) one hundred (100) tickets to the Division I NCAA Final Four in which the UNO men's and women's basketball team participates; and (iv) fifty (50) tickets or such number of tickets as currently being used for servicing the existing base of University sponsors, whichever is greater, to any post season game in which the UNO men's ice hockey team participates. If surplus tickets for any of the above events are available, as determined solely by the University, the University will use its reasonable efforts to provide Learfield the opportunity to purchase additional tickets. For each Contract Year of this Agreement, the University also will use its reasonable efforts to provide Learfield at a mutually agreeable cost, with four (4) tickets to the NCAA Division 1 Men's Basketball Final Four and NCAA Division 1 Women's Basketball Final Four games. The University also will use its reasonable efforts to provide Learfield with tickets, to be purchased by Learfield at face value, in such number as shall be mutually agreed upon between the University and Learfield prior to the event, for the men's or women's basketball National Invitational Tournament and/or any other UNO Games and/or athletic events for which Learfield wishes to purchase tickets.

g. Employment of Staff/University Office Space. In consultation with the University, Learfield shall have full power and final authority to employ, train, supervise, and discharge a general manager or other staff member or consultant, as may be required, who will promote the interests of the Athletics Department. Any such employees or consultant hired by Learfield hereunder shall be on Learfield's payroll, and all wages or compensation provided to such employees, including the salary of the general manager, all costs associated with the operation of the office of the general manager, including, without limitation, the following: (i) mailings, postage and printing; (ii) salaries, benefits and taxes in such office; and (iii) telephones, telephone line charges and/or other common carrier charges. Upon the reasonable request of the University, Learfield shall reassign any such Learfield employee from the University. During the Term and for a period of two years after the expiration, termination or non-renewal of this Agreement, the University agree that it shall not knowingly, directly or indirectly: (A) solicit, hire or seek to hire any of the personnel, employees or consultants of Learfield in any capacity whatsoever nor (B) induce or attempt to induce any personnel, employees or consultants of Learfield to leave its employ to work for Learfield or

for any other person, firm, corporation or other business entity with whom the employee may be associated.

6. **Term**. Unless sooner terminated as provided herein, this Agreement shall be in force and effect from July 1, 2026, through June 30, 2036, (the “Term”). Unless this Agreement is terminated before its normal expiration date and/or in accordance with the provisions hereof, the University will negotiate exclusively with Learfield during the time period from January 1, 2035, to September 30, 2035, (or such other time as the parties shall agree to in writing) with respect to a new agreement. Each “Contract Year” during the Term shall commence as of July 1 and continue for 12 months through June 30.

a. Early Termination Rights. The terms of this Agreement are subject to early termination by either party hereto upon the occurrence of any of the following events:

i. Bankruptcy and Insolvency. The filing by or against either party in any forum or jurisdiction of any petition, voluntary or involuntary, for relief in a court in bankruptcy for either adjudication of bankruptcy or for a reorganization or rearrangement under the bankruptcy laws, or an action for receivership of any nature or for an assignment for the benefit of such party's creditors.

ii. Dissolution. The dissolution other than by merger or consolidation of either party for any reason where such party or successor shall not continue, without interruption, its business affairs.

iii. Loss of Permits. The loss by either party of any license, permit or other evidence of the right and privilege of such party to conduct its business affairs.

iv. Material Default. The occurrence of any event of material default by either party which shall remain uncured for more than thirty (30) business days after written notice. For avoidance of doubt, failure by either party to timely pay rights fees or revenue share as provided in this Agreement is included as an event of Material Default.

b. Notice of Termination. In the event of the applicability of the foregoing, the party having the option to terminate shall give written notice of its intent to elect early termination, and the defaulting party shall have thirty business days to correct the default. If the defaulting party fails to correct the alleged default, the non-defaulting party shall have the right to terminate this Agreement subject to the terms hereof.

c. NCAA Sanction Termination Rights. Learfield shall have the right, but not the obligation, upon at least fifteen (15) business days' written notice, to terminate this Agreement if the NCAA imposes sanctions on UNO's intercollegiate men's basketball or hockey team which results in an uncompleted Game schedule or in the cancellation of all of the scheduled Games for one or more years. In the event of termination by Learfield under this subparagraph, the parties shall have no liability to each other except for an accounting in accordance with section 8.

d. Special Cancellation Privilege. Learfield reserves the right to cancel this Agreement in the event that changes in the policies, rules and/or regulations of the NCAA, the Federal

Communication Commission, or the Federal Trade Commission or other governmental agencies should necessitate action to assure Learfield's conformity with those regulations; or, in the event of any material change in any agreement between the University and a third party that would prohibit or limit rights granted by the University to Learfield hereunder. If Learfield elects to cancel this Agreement under the terms contained in this subparagraph, such cancellation would require thirty (30) business days' written notice by Learfield in writing before the cancellation would take effect, absent a mutual, written agreement otherwise. In the event of termination by Learfield under this subparagraph, the parties shall have no liability to each other except for an accounting in accordance with section 8.

e. Reservation of Other Rights. Notwithstanding any such termination hereunder, each party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued at the date of termination and does not waive any obligation of the other party by reason of the exercise of such termination option.

7. **Consideration**.

a. Rights Fee. Learfield shall pay the University a “Rights Fee” equal to the greater of (i) the guaranteed rights fee set forth below (the “Guaranteed Rights Fee”) or (ii) fifty-eight percent (58%) of AGR (the “AGR Payment”) for each Contract Year.

Contract Year	**Guaranteed Rights Fee**
2026-27	$1,600,000
2027-28	$1,650,000
2028-29	$1,700,000
2029-30	$1,750,000
2030-31	$1,800,000
2031-32	$1,850,000
2032-33	$1,900,000
2033-34	$1,950,000
2034-35	$2,000,000
2035-36	$2,050,000

Learfield shall pay the Rights Fee in two equal installments, one-half on or before December 31st, and the balance on or before June 15 with a final settle-up made on or before October 31 of the following Athletic Year.

The Rights Fee described above is based upon the "Assumptions" that, at a minimum, (A) the inventory and merchandising elements (e.g., signage, tickets, hospitality, suite access, etc.) available to Learfield are never less than those available to Learfield during the 2025-26 Contract Year, and (B) all of the rights expressly licensed exclusively to Learfield under the Agreement are available to Learfield in substantially the same form throughout the Term. If either or all of the Assumptions do not occur or continue for the duration of this Agreement or some other triggering event listed below shall occur, then the following process shall be initiated: Learfield shall submit to the University written calculation of the value attributable to the items which are no longer available, along with reasonable substantiation for its calculation. Within thirty (30) days after the University's receipt of such written calculation and all reasonably requested substantiation, the parties will meet to discuss Learfield's calculation and mutually agree upon a remedy, if any. Such remedy may include any of the following or a combination thereof: (I) a reduction in the Rights Fee; (II) an extension of the Term; (III) granting Learfield the right to engage in additional licensed activity; (IV) providing Learfield with additional tickets; or (V) any other remedy that the parties may mutually agree upon. The parties agree that the remedy agreed upon may under certain circumstances remain in effect beyond the then-current Contract Year depending on the circumstances. If it is mutually agreed that a remedy is necessary or appropriate, the parties will continue to negotiate in good faith until a remedy is mutually agreed upon. The parties agree that any of the following will constitute a triggering event and will mean that a remedy is necessary and appropriate:

i. UNO's hockey team, men's basketball team or women's basketball team incurs disciplinary sanctions which prevent the team from appearing in the conference championship games or post-season conference tournaments, NCAA or NIT tournaments; or

ii. The UNO hockey program, men's basketball program or women's basketball program is eliminated or substantially curtailed (“substantially curtailed” shall mean that one of the listed programs is significantly reduced, limited, or scaled back, , , including but not limited a to a program being downgraded to a “club” sponsored sport); or

iii. UNO is no longer a member of The Summit League or any other comparable conference for men's or women's basketball or the National Collegiate Hockey Conference or any other comparable conference for hockey; or

iv. Should any force majeure event beyond the control of either party (e.g., acts of terrorism, acts of state or the United States, strikes, labor shortages, epidemics or any natural disaster, including, but not limited to, flood, fire, earthquake, tornado, hurricane or extremely severe weather conditions, drought, loss of power, whether or not resulting from a natural disaster) prevent two or more UNO hockey, men's basketball or women's basketball games from being played at its originally scheduled athletic venue (provided, however, the parties recognize that it is expected that UNO reschedule a game at a different date or time in an effort to keep the game as a home game instead of moving the location of the game to the visiting team's home venue or to a neutral venue, and that rescheduling a home game due to a force majeure event will not result in a need to provide

a remedy unless Learfield is contractually obligated to refund or credit one or more of its sponsors as a result of such force majeure event); or

v. If, as a result of some action by the conference, Learfield loses part or all of a source of revenue; or, if there is a Material Rule Change or a Conference Change that materially diminishes or restricts Learfield's ability to obtain sponsorship agreements or to otherwise exercise its licensed rights under the Agreement. For purposes of this section, a "Material Rule Change" means any of the following that directly, materially and adversely affect the rights or responsibilities of either of the parties under this Agreement: (A) any change in applicable law, rule, regulation or order of any governing authority having jurisdiction over University or Learfield, (B) any change in applicable constitution, bylaws, regulations or policies of the NCAA or any athletic conference in which UNO is a member (an "Athletic Conference"), (C) any change in any NCAA and Athletic Conference policies and agreements, (D) any change in policy or practices of the University, UNO, or the Athletics Department related to the licensed rights, including without limitation any restrictions or limitations on the nature of permissible categories for which Learfield may sell sponsorships, or (E) any other change in restrictions or impairments upon Learfield's exercise of its sponsorship or related rights with respect to the licensed rights caused by actions of University, its employees or agents. For purposes of this section, a "Conference Change" means a change in UNO's Athletic Conference affiliation or a material change in the nature of the Athletic Conference UNO is a member of, whether because of (I) UNO's withdrawal or departure from an Athletic Conference with which it is a member (unless UNO becomes a member of a comparable Athletic Conference), (II) the Athletic Conference disbands or merges with another conference (unless UNO becomes a member of a comparable Athletic Conference), or (III) there are more than two (2) member changes in the Athletic Conference's membership within any twenty-four (24) month period (whether voluntary or involuntary departure or whether additions or contractions); or

vi. If, during the Term, UNO and/or its athletics program is the subject of Material Adverse Publicity (as defined below), whether due to sanctions by the NCAA for major violations in its athletic programs or otherwise, which Material Adverse Publicity materially diminishes or restricts Learfield's ability to retain or obtain sponsorship agreements or to otherwise exercise the licensed rights. For purposes of this section, "Material Adverse Publicity" means public attention or scandal in the form of television, print media, internet news reports, or other public news reporting, after the date hereof, that arises from and relates to activities, conduct, investigations or situations on campus at UNO or affecting or relating to UNO's athletic programs and which public attention or scandal is of such a negative or adverse nature that reasonable sponsors or potential sponsors considering sponsoring UNO athletics are prompted to discontinue sponsorships or the pursuit of new or replacement sponsorships as a result of not wanting to be associated with the negative image or scandal; provided, however, that such Material Adverse Publicity must not have been directly caused by any act or omission of Learfield or its employees or subcontractors.

vii. If, during the Term, University permits its student-athletes to use the University's athletics trademarks and/or logos in connection with any commercial NIL endeavor promoting third parties without Learfield's prior approval, such approval not to be unreasonably withheld.

b. Additional Consideration. In addition to the Rights Fee and the AGR Payment, if any, Learfield will provide the University with the following additional consideration:

i. Signing Bonus Payments. Learfield will make signing bonus payments to the University in the following amounts: (A) $300,000 will be paid on or before September 30, 2026; (B) $250,000 will be paid on or before September 30, 2027; and (c) $100,000 will be paid on or before September 30, 2028.

ii. Trade. Learfield will endeavor to provide trade (goods or services requested by the University in exchange for sponsorship rights) to the Athletics Department. All such trade shall be approved by UNO and the aggregate total of such trade per Contract Year shall not exceed $300,000 without UNO's prior written consent, which consent may be withheld in UNO's sole and absolute discretion. If Learfield provides the Athletics Department with UNO-requested trade benefits in excess of $300,000 in any Contract Year, the University will pay Learfield a commission of seventy percent (70%) of such excess.

iii. Other Assets. As consideration for the additional rights granted to Learfield under section 2.f.v with respect to the Campus Assets and 2.f.vi with respect to the U&E Assets, Learfield shall pay University separate annual payments (in addition to other amounts owed under section 7.a hereof) in an amount equal to (A) one hundred percent (100%) of the Gross Revenues received by Learfield for all sales related to the Campus Assets (the "Campus Asset Payment") and (B) sixty-five percent (65%) of the net revenues received by Learfield for all sales related to the U&E Assets (the "U&E Asset Payment"). Such revenues shall not be included in the computation of AGR, as the case may be, under this Agreement, and any U&E Asset Payment shall be made to University not later than June 15 of the Athletic Year in which the U&E Asset is sold. To the extent a sponsorship agreement that includes Campus Assets or U&E Assets does not otherwise allocate a certain dollar amount to such Campus Assets or U&E Assets, Learfield and the University shall mutually agree on an allocation.

iv. Accounting and Payment for Other Assets. Learfield shall provide separate initial settlement statements to the University showing the amount of gross revenues received by Learfield from all sales related to the Campus Assets and U&E Assets, together with separate checks to the University in such amounts constituting the Campus Asset Payment and the U&E Asset Payment, on or before June 30 of each Contract Year during the Term. Learfield shall provide separate final settlement statements to the University, together with separate checks for any additional Campus Asset Payment and/or U&E Asset Payment due to the University, on or before July 31 of each Contract Year with respect to the prior Contract Year. Any additional Campus Asset Payment or U&E Asset Payment due to the University from revenues collected by Learfield after the submission of the final settlement statements shall be paid by Learfield to the University within thirty

(30) days after the end of the month in which the revenues were collected. The University shall have the right, at its sole expense and upon reasonable notice during any Contract Year, to audit all records of Learfield in connection with revenues received by Learfield for sales related to the Campus Assets or the U&E Assets.

c. Office Space. The University will provide on-campus office space for up to four (4) employees of Learfield reasonably proximate to the Athletics Department, and will provide desks, chairs, phone, fax, and internet line, and Learfield may provide a written request to the University for additional space as and when the Learfield team grows.

d. Travel. The University will, at no cost to Learfield, provide space on all hockey, men's basketball and women's basketball team travel (charter, bus, etc.) for no less than three (3) broadcast personnel (including on-air talent) and (subject to availability) current and potential sponsors.

e. Tickets; Hospitality. The University will provide Learfield with not to exceed 12 tickets and hospitality access to UNO Games for Learfield’s use.

f. Commissions Following the Term. University shall pay Learfield a commission equal to thirty percent (30%) of the gross revenues collected by or on behalf of University or any third party rights holder after the Term from any sponsorship or other revenue-generating agreements (each, a "Sponsorship Agreement" and collectively, "Sponsorship Agreements") sold by Learfield during the Term. University shall pay for a period following the Term of not to exceed five (5) years or the duration of each Sponsorship Agreement, whichever is less, such commissions to Learfield as and when the Gross Revenue is collected by or on behalf of University or any third party rights holder appointed or engaged by University. The fact that a Sponsorship Agreement is assigned to a third party rights holder shall not relieve University of its obligation to pay Learfield the commissions described in this section 7.f nor shall any amendment, restatement or modification of a Sponsorship Agreement entered into after the Term relieve University of its obligation to pay Learfield the commissions hereunder.

g. Fanbase.

i. Use. During the Term, Learfield will provide the Athletics Department with access to its data platform designed to aggregate fan data and insights related to the Athletic Department’s multi-media and other business endeavors (the “Fanbase Platform”). During the Term, Learfield will provide the Athletics Department an agreed upon number of licenses to use the Fanbase Platform, in sufficient number to accommodate all Athletics Department employees requiring access, and such licenses shall only be for Athletics Department employees. Learfield will provide applicable training and ongoing support to the applicable staff members for use of the Fanbase Platform.

ii. Compilation and Anonymization of Data. During the Term, University will work with Learfield, including any of its affiliated businesses that have then-current business relationships with University (the “Learfield Affiliates”) and any then-current mutually agreed upon third-party vendors of University to aggregate University Data (as defined herein) in the Fanbase Platform. Specifically, University will (A) instruct any third party

vendors that manage and host the Athletics Department's digital platforms (e.g., websites, mobile applications, etc.) to deploy the tags and pixels provided by Learfield on such digital platforms (the "University Pixel Data") and provide all website tracking data to Learfield; (B) instruct University's online ticketing platform provider (e.g. Ticketmaster) to deliver a direct feed of University's ticketing data (excluding payment card data and other financial payment information such as bank account routing and/or account numbers) (the "University Ticketing Data") to Learfield; (C) allow Learfield to combine the University Pixel Data and the University Ticketing Data with any and all other data provided by University to or captured by Learfield in connection with providing services to University (collectively with the University Ticketing Data and the University Pixel Data, the "University Data"). In addition, University agrees that it will maintain, and/or cause University to maintain, the aforementioned relationships with the Learfield Affiliates throughout the Term. Notwithstanding section 7.g.iii below, University hereby authorizes Learfield to Anonymize (as defined herein) University Data; combine such Anonymized University Data into a new aggregate dataset; to the extent allowed by law, use such Anonymized University Data as a component of such new aggregate dataset to create robust fan profiles and enhance Learfield's services provided under this Agreement and the services provided by Learfield Affiliates under their respective agreements; and to the extent allowed by law, share such new aggregate dataset with the Learfield Affiliates. For purposes of this section, "Anonymize" shall mean the removal of Personal Information (as defined in section 17.b. below) 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. Learfield shall ensure it, the Learfield Affiliates, and Learfield's agents and third-party providers with access to Anonymized University Data: (I) implement technical safeguards that prohibit reversal of Anonymization of University Data; (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 University Data. Subject to applicable state and federal public records laws, University acknowledges that Learfield considers University Data as a trade secret and therefore, University agrees not to provide access to the Fanbase Platform to, or share any information from the Fanbase Platform with, any third party other than employees of the Athletics Department. Learfield shall not share any University Data in a non-anonymized manner outside of the specific use within the Fanbase Platform as outlined herein. University shall be responsible for all activity that occurs within University's information systems with respect to this Agreement. University shall: (1) take commercially reasonable measures to prevent unauthorized access to, or use of, the Fanbase Platform and notify Learfield promptly of any such unauthorized access or use; and (2) comply with all applicable local, state, federal and foreign laws in using the Fanbase Platform, including without limitation any applicable rules, regulations and principles promulgated by government entities, industry self-regulated organizations, organizations or industry overseers generally recognized in a jurisdiction in which the services are rendered with respect to privacy and data protection.

iii. Use and Disclosure of University Data. Learfield may access and use University Data solely as necessary to provide the Fanbase Platform to the Athletics Department, and, unless it receives University's prior written consent or such consent is expressly provided by this Agreement, Learfield: (A) shall not access or use University Data for any purpose other than to provide the Fanbase Platform and perform its obligations under this Agreement and (B) Learfield shall not give any third-party access to University Data except third-party providers retained to provide the Fanbase Platform to the Athletics Department and subject to confidentiality and data use restrictions that are consistent with those set forth in this Agreement and applicable laws. No revision of Learfield's privacy policy will alter University's rights and remedies in this Agreement.

iv. Privacy. Learfield shall, through the Learfield Affiliates, provide University with clear and comprehensive information for the Athletics Department website and mobile application visitors, including relevant consent requirements, related to the storing and accessing of cookies or other information on the Athletic Department's website and mobile applications. To ensure the lawful collection and use of Anonymized University Data, Learfield shall ensure the University is provided a privacy policy for the Athletics Department's website and mobile applications that (A) discloses (I) the usage of third-party technology and (II) the data collection and usage from the use of any Athletic Department website or mobile application and (B) complies with all applicable privacy laws, rules and regulations. Learfield shall ensure it, the Learfield Affiliates, and Learfield's agents and third-party providers comply with all laws, rules, and regulations).

v. Ownership of University Data. As between the University and Learfield, the University Data shall remain the intellectual property of the University and University shall not be restricted in how it may access or use the University Data in its original form.

8. **Accounting and Payment**. The University shall have the right, at its sole expense and upon reasonable notice during any Contract Year, to audit all records of Learfield related to the expenses and revenues collected by Learfield in the performance of this Agreement. Learfield shall provide quarterly written reports to UNO's Athletics Director detailing sales progress and financial forecasts.

9. **Exception.** Notwithstanding anything to the contrary in this Agreement, Learfield shall not, except to University's contracted third-party ticketing provider, grant any advertising, sponsorship or promotional rights to any third party, that promotes, engages in or facilitates the sale, resale or issuance of tickets in respect of any Attraction. For the purposes of this section, (a) "Attraction" means a concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at a Facility and (b) "Facility" means (i) Caniglia Field, located at 6201 Maverick Plaza, Omaha NE 68182; (ii) Sapp Fieldhouse, located at 6001 Dodge St, Omaha NE 68182; (iii) Baxter Arena, located at 2425 S 67th St, Omaha NE 68182; (iv) Connie Claussen Field, located at 2850 S 67th St, Omaha NE 68106; and (v) Tal Anderson Field, located at 2850 S 67th St, Omaha NE 68106.

10. **Likenesses and Names**. In connection with all of Learfield' s activities conducted pursuant to this Agreement, the University hereby grants to Learfield the rights to use, display,

exhibit and include the names, likenesses, audio and visual representations and biographical material (as applicable) of UNO, the Games, and persons participating in and identified with the Games (including each Coach), in and for all of Learfield's Productions, Programs, and Covered Activities, including, without limitation, all of Learfield's broadcasts, publications, sponsorship acknowledgements and rights, promotional, sponsorship and marketing activities hereunder, provided that the same does not constitute an endorsement of any commercial products. Any promotional claim made by Learfield regarding any broadcast, publication or other sponsorship or promotional activity of Learfield hereunder shall not imply that the University, any Coach, any opposing school in any Game or their faculties, employees, or student bodies recommend or endorse any product. No UNO student athlete's name or picture shall be used for advertising so as to violate NCAA, Conference, CSC or University rules and regulations on the student athlete's eligibility.. In connection with fulfilling its obligations under the terms of this Agreement, Learfield shall adhere to and comply with, and cause all of its clients, sponsors, licensees, parents, affiliates, subsidiaries, advertising/promotional agencies, staff and any sublicensees or other persons with which it enters into any agreements permitted hereunder, to adhere to and comply with the NCAA Rules, which may be amended from time to time by the NCAA. For the purposes of this section, "NCAA Rules" means the NCAA bylaws, rules, regulations, interpretations, standards and guidelines, including but not limited to the subject of the use of student-athlete likenesses.

11. **University's Name, Trademarks and Logos**. The University hereby grants to Learfield an exclusive worldwide license to use and to license the use of the Marks in connection with all of its activities conducted pursuant to this Agreement. Any marketing and/or use of the University's Marks shall be done in such a way as to preserve the integrity, character, dignity and mission of the University and to advance the University's purpose of the maintenance of its intercollegiate programs consistent with the highest standards of education and competitive sports. Notwithstanding the foregoing, Learfield acknowledges and agrees that the foregoing rights shall not include the rights to engage in activities conducted by The Collegiate Licensing Company ("CLC") or any successor merchandise licensing company. Learfield acknowledges that at times there may exist joint business opportunities between CLC and any third party merchandise licensing company that the University may engage and shall not withhold the University from entering into such agreements.

12. **Effort and Cooperation; Advertising Inquiries**. A member (or members) of Learfield 's staff shall fully cooperate with the Athletics Department to maintain and enhance the traditions and goals of the Athletics Department. The University shall refer all inquiries for advertising, promotions and sponsorships to Learfield. In connection herewith, the University shall furnish Learfield, upon Learfield's request, UNO mailing lists of athletic event season ticket holders, athletic boosters, and UNO vendors to be used by Learfield in its advertising and marketing efforts hereunder. The University will use reasonable efforts to cooperate with Learfield in establishing University-wide business-to-business relationships. The University further acknowledges that they will utilize its best efforts to ensure that none of its departments or programs infringe upon the rights granted to Learfield under this Agreement.

13. **Advertising Policies; Standards**. Learfield will use commercially reasonable efforts to cause all advertising in and related to the Productions, Programs, other publications, Covered Activities and all corporate sponsorships, endorsements and other advertising associated with the Covered Activities to be in accordance with policies and regulations of the University, the Conference and the NCAA. The University agrees to provide Learfield with copies of all such University policies and regulations on or before the execution of this Agreement and thereafter as reasonably requested by Learfield. Both parties understand that the presentation of commercial messages is subject to criticism and standards of good practice and each undertakes to assure that it will seek to maintain high quality in its respective presentation and be responsive to reasonable requests of the other party. Learfield will provide the University such logs of material related to the Productions as the University may request. Both parties acknowledge and agree that Conference, NCAA and opponent's rules, as well as regulations of the Federal Communications Commission or other government statutes or applicable laws may affect provisions of this Agreement and each party will undertake to abide by such rules and cooperate with the other to assure compliance.

14. **Power and Authority for Contracts.** In connection with all services provided by Learfield pursuant to this Agreement, Learfield shall have the full power and authority to seek and negotiate all contracts relating to Covered Activities to the extent that such contracts (a) do not include the University as a signatory; and (b) do not impose obligations on University beyond the Term. Any contract that imposes obligations on University beyond the Term must be executed or ratified in writing by the University. Following the execution or ratification of such contract, the University shall fully perform, or arrange for the performance of, all obligations of Learfield pursuant to the contract in the event of the expiration or termination of this Agreement. Learfield shall also have the full power and authority to make all disbursements necessary to carry out its duties and obligations under this Agreement.

15. **Force Majeure**. If, due to an act of God, fire, lock out, strike, or other labor dispute, riot or civil disservice, act of government or governmental instrumentality (whether federal, state or local), failure of performance by common carrier, failure in whole or in part of technical facilities, or other causes beyond the control of a party hereto (expressly excluding financial inability), either party shall be unable to perform any or all of its duties or obligations hereunder, then such inability shall not be in default of this Agreement.

16. **Representations and Warranties**.

a. By the University. The University represents, warrants and agrees that: (i) the University validly exists and possesses the power, right and authority to enter into and perform the terms of this Agreement; (ii) this Agreement by the University has been duly and validly executed and delivered by the University and constitutes a valid and binding obligation of the university enforceable against the University in accordance with its terms; (iii) the execution, delivery and performance of this Agreement by the University does not require the consent of any third party and does not violate, conflict with, result in a breach of, or create a default under the by-laws, charter or constitution of the University or violate any applicable law, judgment, order, injunction, decree, rule or regulation of any governmental agency or of the NCAA or constitute grounds for termination of, or result in the breach of, or constitute a default under any

agreement, instrument, license or permit to which the University is either a party or is bound; (iv) any Games for which sponsorships are being solicited have been or will be sanctioned by the NCAA at the time each Game is played; (v) the University is the owner of all right, title and interest in and to the rights which are the subject of this Agreement and necessary to grant to Learfield the rights provided in this Agreement and to engage Learfield as its exclusive consultant; (vi) the exercise by Learfield of the powers granted to it by this Agreement will not infringe upon the rights of any person, firm or corporation or other entity; and (vii) the University has not entered or will enter into any arrangement or agreement with any third party which will interfere or conflict with the rights granted to Learfield by this Agreement, except as otherwise set forth herein.

b. By Learfield. Learfield represents, warrants and agrees that: (i) Learfield is a limited liability company duly organized, validly existing and in good standing under the law of the State of Missouri and has the corporate power and authority to enter into and perform this Agreement; (ii) all corporate action necessary to authorize the execution, delivery and performance of this Agreement by Learfield has been duly and properly taken, and upon the execution and delivery of this Agreement it will constitute a valid and binding obligation of Learfield enforceable in accordance with its terms; (iii) the execution, delivery and performance of this Agreement by Learfield does not require the consent of any third party and does not violate, conflict with, result in a breach of, or constitute a default under the Articles of Incorporation or By-Laws of Learfield or any applicable law, judgment, order, injunction, decree, rule or regulation, of any governmental instrumentality, and does not constitute grounds for termination of or create a breach of, or constitute grounds for termination of any agreement, instrument, license or permit to which Learfield is now subject; (iv) Learfield will work closely with the University assure the University of proper oversight of Learfield's activities under this Agreement; and (v) a senior member of Learfield's staff shall oversee the marketing and promotional activities of Learfield and Learfield shall fully cooperate with the University to maintain and enhance the traditions and goals of the Athletics Department.

17. **Confidentiality**.

a. Learfield Confidential Information. Learfield and the University agree that the amount of revenues paid to the University hereunder or under other contracts is considered highly confidential. Learfield shall use its best efforts not to disclose such amounts to Learfield personnel unless there is a "need to know" in order to carry out this Agreement. Learfield shall not disclose to any outside party the amount of revenues paid to the University hereunder or/any other contracts, unless compelled to do so by law. The University acknowledges that the pricing methods and customer contact base of Learfield as set forth in any sponsorship agreement, as well as the amount of revenues paid by a sponsor under any sponsorship contract (collectively "Learfield Confidential Information"), is highly confidential and proprietary and further acknowledges that the disclosure of such Learfield Confidential Information would provide any competitor of Learfield with an unfair competitive advantage. All sponsorship agreements or other documents containing such Learfield Confidential Information shall be made available for review by the University at any time but shall remain in the possession of Learfield at all times. The University will use its best efforts not to disclose such Learfield

Confidential Information to any of its personnel unless there is a "need to know" in order to carry out this Agreement.

b. University Confidential Information. Learfield agrees that all information and documents (whether financial, technical or otherwise) obtained by it or by any of its employees or agents pursuant to the terms and provisions of this Agreement which are not generally publicly available shall remain the confidential property of University ("University Confidential Information") and shall not be used or relied upon for any purpose other than in connection with this Agreement and that all such information and documents shall be kept confidential and shall not be disclosed to any person or entity by Learfield without the prior written approval of the University. Learfield will secure the written consent to the confidentiality terms set forth in this section 17.b from any person who is not an employee of Learfield prior to disclosing any such information to that party and those parties will be bound by the confidentiality provisions set forth herein as though an original party to this Agreement (provided that this requirement will not apply to attorneys and other professional advisors who are subject to a duty to keep such information confidential). Learfield shall act reasonably and promptly to prevent and/or to correct the violation of the confidentiality provisions set forth in this Agreement by its employees and agents. Learfield will abide by laws established to protect the security of personally identifiable information or sensitive personally identifiable information (collectively, "Personal Information"), and the confidentiality provisions set forth herein will survive the termination or expiration of this Agreement. For purposes of this Agreement, "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. Notwithstanding anything to the contrary in the foregoing, "University Confidential Information" does not include any information that: (i) is generally available to and known by the public other than as a result of a disclosure directly or indirectly by Learfield, or (ii) was or becomes available to Learfield on a non-confidential basis from a source other than the University or a party acting on behalf of the University, provided that such source is not bound by a confidentiality obligation owed to the University; or (iii) must be disclosed by operation of law, including tax and public records laws.

c. Student Records. Learfield acknowledges and understands that the University is required to protect certain University 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. University Confidential Information that is protected under FERPA and provided to Learfield, if any, is provided to Learfield as it is handling an institution service or function that would ordinarily be performed by University employees. Learfield 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. Learfield 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.

d. University Data and Records. As between the parties, University will own or retain all of its rights in University Data and Learfield will treat University Data as the University's confidential and proprietary information. Learfield will not use, access, disclose, license, or provide to third parties any University Data, or materials derived therefrom, except: (i) to the extent necessary to fulfill Learfield's obligations to University hereunder; or (ii) as authorized in writing by University. Without limiting the generality of the foregoing and except as otherwise provided by this Agreement, Learfield may not use any individually identifiable University Data for product development, marketing, profiling, benchmarking, or product demonstration without, in each case, the University's prior written consent. Upon request by University, Learfield will deliver, destroy, and/or make available to University, any or all of University Data.

e. Learfield Property. To the extent Learfield utilizes any of its property (including, without limitation, proprietary databases, proprietary information, or hardware or software) in connection with this Agreement, such property shall remain the property of Learfield and University shall not acquire any right or interest in such property. Learfield shall retain exclusive ownership (including without limitation, copyright ownership) and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof, in conducting business, the University shall not assert or cause to be asserted against Learfield or its personnel any prohibition or restraint from doing so.

f. Effect of Termination. Upon termination, cancellation, expiration or other conclusion of this Agreement, Learfield shall return all University Data within sixty (60) days or, if return is not feasible, destroy any and all University Data upon prior written authorization from University. If Learfield destroys the information, Learfield will provide University with written certification confirming the date of destruction of such University Data. Any University Data referred to in this section that is still within Learfield's actual or constructive control will be subject to the terms of this Agreement in perpetuity.

18. **Indemnification**.

a. Indemnification by Learfield. Learfield covenants and agrees that it will indemnify, defend and hold harmless the University and its Regents, Trustees, officers, employees, agents and representatives from and against any and all liabilities, losses, claims, debts, obligations, judgments and expenses, of any third party arising out of any negligent, reckless act or omission of Learfield or the officers, agents, or employees of Learfield in the course of the performance or non-performance by Learfield of any provisions of this Agreement. If the University incurs any expenses, including but not limited to attorneys' fees, in connection with enforcing Learfield's obligation to defend, indemnify and/or hold the University harmless, Learfield shall reimburse the University for any and all such expenses.

b. Learfield shall give the University prompt notice of any claim, threatened or made, or suit instituted against it that could result in a claim for indemnification above. In the event that indemnification is sought under this provision, the University shall furnish Learfield upon request, all information and assistance available to University for defense against any such claim, suit, or demand.

19. **Insurance**.

a. By Learfield. Learfield shall obtain and maintain, throughout the Term, general comprehensive liability insurance in the amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate for bodily injury, property damage and/or contractual liability. This insurance shall protect Learfield against the types of claims that are covered by the respective policies and the specific terms and conditions of each policy. This insurance shall name the University as an additional insured, shall be primary and non-contributory and shall not be cancelable until at least thirty days after written notice is given to the University. Learfield shall provide a certificate of insurance to the University evidencing the insurance coverage required hereunder upon execution of this Agreement and whenever requested by the University.

Learfield shall obtain and maintain, throughout the Term, insurance for media liability and cyber liability with a minimum limit of ten million dollars ($10,000,000) each and every claim and in the aggregate, endorsed to provide protection to the Board of Regents of the University of Nebraska as an additional insured on a primary, non-contributory basis. Such coverage will include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services) with no cyber terrorism exclusion. If coverage is claims-made, the retrospective date must be as of the effective date of this Agreement. Learfield shall have the policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Board of Regents of the University of Nebraska. Learfield shall maintain coverage for a minimum of two (2) years after the earlier of the expiration or termination of this Agreement. In the event the policy is not renewed, Learfield shall arrange for a two (2) year extended reporting period provision. Learfield will present to the University a certificate of insurance evidencing such insurance to be in effect.

b. By the University. The University will obtain and maintain throughout the Term, general comprehensive liability insurance in the amount of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate for bodily injury, property damage and/or contractual liability. This insurance shall protect the University against any claims, demands, or causes of action or damages, including attorneys' fees and costs, arising out of or related to any athletic events of the University held during the Term. The University shall provide a certificate of insurance to Learfield evidencing the insurance coverage required by it hereunder.

University may satisfy its insurance obligations under this Agreement through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the “Self-Insurance Program”). Subject to the terms, conditions, exclusions, and limits of the Self-Insurance Program, the Self-Insurance Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of $1,000,000 per liability occurrence and $3,000,000 in the aggregate of liability occurrences in any fiscal year. The Self-Insurance Program may be evidenced by a Statement of Self-Insurance Coverage.

20. **Notices**. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and will deemed to have been given if delivered by hand; or mailed registered or certified mail, postage prepaid, return receipt requested; or any means of express mail with confirmed delivery as follows:

To Learfield:
Omaha Sports Properties, LLC
c/o Learfield Communications, LLC
Attention: Cole Gahagan
5400 LBJ Freeway, Suite 100
Dallas, TX 75240

With a copy to:
Learfield Communications, LLC
Attention: John Raleigh
5400 LBJ Freeway, Suite 100
Dallas, TX 75240

To the University:
Vice Chancellor for Business & Finance
University of Nebraska at Omaha
6001 Dodge Street - EAB 209
Omaha, Nebraska 68182

With a copy to:
Vice President & General Counsel
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583-0745

or to such other addresses as the person to whom notice is to be given may have previously furnished to the other in writing in a manner set forth above, provided that the notice of change of address shall be deemed given only upon receipt.

21. **Relationship of Parties**. Learfield shall perform its obligations hereunder as an independent contractor. All employees of Learfield remain employees of Learfield and are at all times under Learfield control and direction. Employees of the University shall remain at all times employees of the University and under the University's control and direction. This Agreement does not create either an agency relationship between the parties or a partnership, joint venture or any other relationship involving joint and several liability.

22. **Miscellaneous Provisions**.

a. Nonexclusive Representation. The University and Learfield mutually agree that Learfield and its subsidiaries, subsidiaries of a parent corporation and affiliated companies may provide similar services to other colleges, universities, athletic conferences, and/or other entities and may engage in other related businesses and ventures without limitation. Such representation shall not constitute a violation of Learfield's obligations hereunder.

b. Assignment. Learfield may not assign any or all of its rights or obligations under this Agreement without the prior written consent of University. Any merger, consolidation or sale of the majority of the capital stock or assets of Learfield shall not be considered an assignment for purposes of this Agreement. Any attempt by Learfield to assign its rights or obligations hereunder without compliance with this section shall be void.

c. Choice of Law. This Agreement shall be deemed to have been made in the State of Nebraska and shall be governed by, construed and enforced in accordance with the law of the State of Nebraska without regard to its conflict of laws provisions. Any legal actions brought by either party hereunder shall be in the state courts located in Lancaster County, Nebraska. Any legal action by Learfield in relation to this 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).

d. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the subject matter. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. Any condition to the parties' obligations hereunder may be waived with the mutual written consent of both parties.

e. Headings. The paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

f. Waiver. The failure at any time of any party to demand strict performance of another party or of any of the terms, covenants or conditions set forth in this Agreement shall not be construed as a continuing waiver or relinquishment thereof, and any party may, at anytime, demand strict and complete performance of any other party or such terms, covenants and conditions.

g. Severability. The unenforceability or invalidity of any provision of this Agreement shall not affect any other provision of this Agreement and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included.

h. Authority. Each party warrants and represents it has full right, power and authority to enter into this Agreement and make the covenants in this Agreement. The individuals executing and delivering this agreement have been duly authorized to do so and this Agreement is legally binding upon and enforceable against the parties hereto.

i. Workers' Compensation. Learfield certifies to the University that Learfield provides workers' compensation for its employees.

j. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any Court or other governmental or judicial authority by reason of any party having or being deemed to have drafted such provision.

k. 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 this 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 Learfield (i) 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 (ii) to indicate the legal basis for such requested redactions. In addition, Learfield shall defend any challenge to such requested redactions at its own expense. Learfield'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.

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

[Signature page to follow]

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

Board of Regents of the University of Nebraska

_____
Jeffrey P. Gold
President, University of Nebraska
For the Board of Regents of the
University of Nebraska

_____
Date of Execution

Attest:_____
Katie Hoffman
Corporation Secretary, University of Nebraska

_____
Date

Omaha Sports Properties, LLC

Signature:_____

Printed Name:_____

Date:_____

Title:_____

4927-1431-2588, v. 7

Exhibit A

University of Nebraska Omaha

Current Revision Date: 06/10/22

Established: 1908 **Location:** Omaha, NE **Nickname:** Mavericks

Mascot Name: Durango **Conference:** The Summit League

Verbiage

University of Nebraska Omaha™
University of Nebraska Omaha Mavericks™
UNO Mavericks™
Mavs™
UNO™
UNO Mavs™
Mavericks™
Omaha™
OMA
402

Rich Black	Dark Gray	Light Gray	White	Red
PANTONE Process Black C **CMYK: 60, 40, 40, 100 | RGB: 10, 10, 10** HEX: 0A0A0A | MADEIRA Rayon: 1000 | RA:	**PANTONE Process Black C** **CMYK: 5, 5, 5, 85 | RGB: 99, 101, 104** HEX: 474648 | MADEIRA Rayon: 1000 | RA:	**PANTONE Process Black C** **CMYK: 0, 1, 2, 30 | RGB: 188, 187, 186** HEX: BCBBBA | MADEIRA Rayon: 1000 | RA:	**White** **CMYK: 0, 0, 0, 0 | RGB: 255, 255, 255** MADEIRA Rayon: 1001 | RA: 2342	**PANTONE** **CMYK: 5, 100, 100, 3 | RGB: 215, 25, 32** HEX: D71920 | MADEIRA Rayon: 1001 | RA:

Approved University colors or the *PANTONE® colors listed on this page must be used. The colors on this page are not intended to match PANTONE color standards. For PANTONE color standards, refer to the current editions of the PANTONE color publications. *PANTONE® is a registered trademark of PANTONE, Inc.

Athletics - Campus Icon

Note:

If using the O mark to refer to athletics, must use the mark with the silver brush stroke.

1 2 3 4

Institutional - Campus Icon

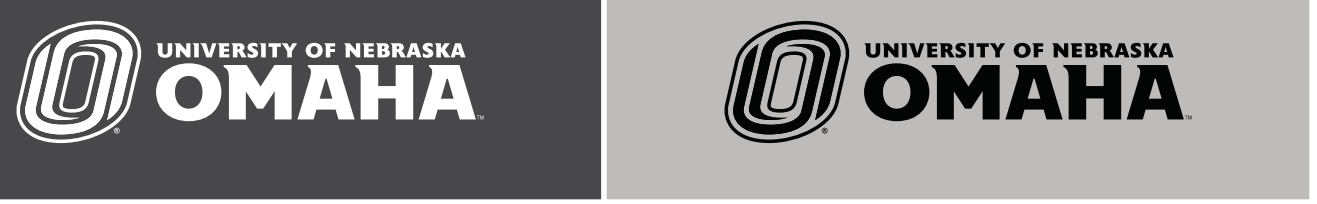
5 6 7 8

Athletic Marks

9 10 11 12

13 14

15 16

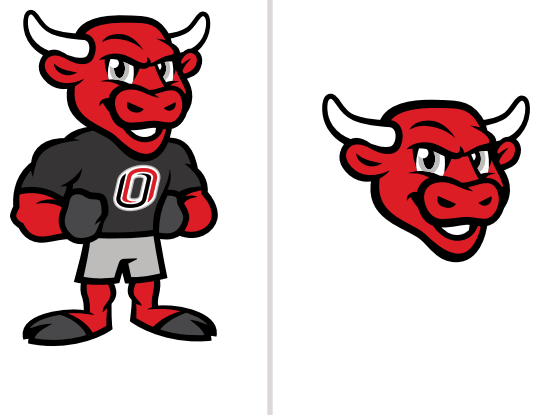


Athletic Wordmarks

17 18 19 20

Mascot Marks

21 22



Maverick Icons

23 24 25 26

Script Marks

27 28 29 30

NOTE: The marks of University of Nebraska Omaha are controlled under a licensing program administered by Collegiate Licensing Company. Any use of these marks will require written approval from CLC.

University of Nebraska Omaha

Current Revision Date: 08/25/25

Athletics Team Marks

OMAHA BASEBALL	OMAHA BASEBALL	OMAHA BASEBALL	OMAHA BASEBALL	OMAHA BASEBALL	OMAHA BASEBALL	OMAHA BASEBALL	OMAHA BASEBALL
OMAHA CROSS COUNTRY	OMAHA CROSS COUNTRY	OMAHA CROSS COUNTRY	OMAHA CROSS COUNTRY	OMAHA CROSS COUNTRY	OMAHA CROSS COUNTRY	OMAHA CROSS COUNTRY	OMAHA CROSS COUNTRY
OMAHA HOCKEY	OMAHA HOCKEY	OMAHA HOCKEY	OMAHA HOCKEY	OMAHA HOCKEY	OMAHA HOCKEY	OMAHA HOCKEY	OMAHA HOCKEY
OMAHA MEN'S BASKETBALL	OMAHA MEN'S BASKETBALL	OMAHA MEN'S BASKETBALL	OMAHA MEN'S BASKETBALL	OMAHA MEN'S BASKETBALL	OMAHA MEN'S BASKETBALL	OMAHA MEN'S BASKETBALL	OMAHA MEN'S BASKETBALL
OMAHA MEN'S GOLF	OMAHA MEN'S GOLF	OMAHA MEN'S GOLF	OMAHA MEN'S GOLF	OMAHA MEN'S GOLF	OMAHA MEN'S GOLF	OMAHA MEN'S GOLF	OMAHA MEN'S GOLF
OMAHA MEN'S SOCCER	OMAHA MEN'S SOCCER	OMAHA MEN'S SOCCER	OMAHA MEN'S SOCCER	OMAHA MEN'S SOCCER	OMAHA MEN'S SOCCER	OMAHA MEN'S SOCCER	OMAHA MEN'S SOCCER
OMAHA MEN'S TENNIS	OMAHA MEN'S TENNIS	OMAHA MEN'S TENNIS	OMAHA MEN'S TENNIS	OMAHA MEN'S TENNIS	OMAHA MEN'S TENNIS	OMAHA MEN'S TENNIS	OMAHA MEN'S TENNIS

NOTE: The marks of University of Nebraska Omaha are controlled under a licensing program administered by Collegiate Licensing Company. Any use of these marks will require written approval from CLC.

University of Nebraska Omaha

Current Revision Date: 08/25/25

Athletics Team Marks (cont.)

OMAHA SOFTBALL	OMAHA SOFTBALL	OMAHA SOFTBALL	OMAHA SOFTBALL	OMAHA SOFTBALL	OMAHA SOFTBALL	OMAHA SOFTBALL	OMAHA SOFTBALL
OMAHA SWIMMING & DIVING	OMAHA SWIMMING & DIVING	OMAHA SWIMMING & DIVING	OMAHA SWIMMING & DIVING	OMAHA SWIMMING & DIVING	OMAHA SWIMMING & DIVING	OMAHA SWIMMING & DIVING	OMAHA SWIMMING & DIVING
OMAHA TRACK & FIELD	OMAHA TRACK & FIELD	OMAHA TRACK & FIELD	OMAHA TRACK & FIELD	OMAHA TRACK & FIELD	OMAHA TRACK & FIELD	OMAHA TRACK & FIELD	OMAHA TRACK & FIELD
OMAHA VOLLEYBALL	OMAHA VOLLEYBALL	OMAHA VOLLEYBALL	OMAHA VOLLEYBALL	OMAHA VOLLEYBALL	OMAHA VOLLEYBALL	OMAHA VOLLEYBALL	OMAHA VOLLEYBALL
OMAHA WOMEN'S BASKETBALL	OMAHA WOMEN'S BASKETBALL	OMAHA WOMEN'S BASKETBALL	OMAHA WOMEN'S BASKETBALL	OMAHA WOMEN'S BASKETBALL	OMAHA WOMEN'S BASKETBALL	OMAHA WOMEN'S BASKETBALL	OMAHA WOMEN'S BASKETBALL
OMAHA WOMEN'S GOLF	OMAHA WOMEN'S GOLF	OMAHA WOMEN'S GOLF	OMAHA WOMEN'S GOLF	OMAHA WOMEN'S GOLF	OMAHA WOMEN'S GOLF	OMAHA WOMEN'S GOLF	OMAHA WOMEN'S GOLF
OMAHA WOMEN'S SOCCER	OMAHA WOMEN'S SOCCER	OMAHA WOMEN'S SOCCER	OMAHA WOMEN'S SOCCER	OMAHA WOMEN'S SOCCER	OMAHA WOMEN'S SOCCER	OMAHA WOMEN'S SOCCER	OMAHA WOMEN'S SOCCER

NOTE: The marks of University of Nebraska Omaha are controlled under a licensing program administered by Collegiate Licensing Company. Any use of these marks will require written approval from CLC.

University of Nebraska Omaha

Current Revision Date: 08/25/25

Athletics Team Marks (cont.)

Institutional Marks

Note:

The System mark must always be used in conjunction with the Omaha tagline as shown.

ADDITIONAL PERTINENT INFORMATION	• University licenses consumables (must have expiration date on packaging). • University licenses health and beauty products. • University permits numbers on products for resale. • Mascot caricatures permitted. • Cross licensing with other marks may be permitted with an additional agreement. • No use of current players' name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations. • No references to alcohol, drugs, or tobacco related products may be used in conjunction with University marks.

NOTE: The marks of University of Nebraska Omaha are controlled under a licensing program administered by Collegiate Licensing Company. Any use of these marks will require written approval from CLC.

Baxter ARENA

UNIVERSITY OF NEBRASKA AT OMAHA

BRANDING QUICK GUIDE

BAXTER ARENA

PHONE	402-554-6200
EMAIL	info@baxterarena.com
ADDRESS	2425 South 67th Street Omaha, Nebraska 68182
WEBSITE	baxterarena.com
FB X INSTA	@baxterarena.com

LOGOS

BAXTER ARENA LOGO (H)

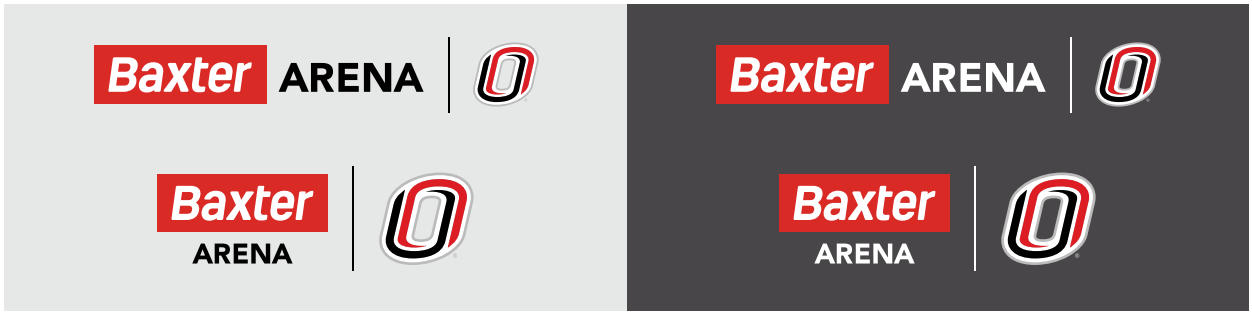
BAXTER ARENA LOGO (V)

BAXTER ARENA ID BOX (H)

BAXTER ARENA ID BOX (V)

BAXTER ARENA LOGOS (REVERSED)

BAXTER ARENA UNO LOCKUP



COLORS

BAXTER RED:
#DA291C | 485C
C:0 M:95 Y:100 K:0
R:218 G:41 B:28

BLACK:
#222222 | Neutral Black C
C:65 M:66 Y:68 K:82
R:34 G:34 B:34

MEDIUM GREY:
#B3B3B3 | Cool Grey 6C
C:33 M:24 Y:20 K:0
R:179 G:179 B:179

LT GREY:
#E6E6E6 | Cool Grey 1C
C:10 M:7 Y:5 K:0
R:230 G:230 B:230

WHITE:
#FFFFFF
C:0 M:0 Y:0 K:0
R:255 G:255 B:255

FONTS

Prenton RP Cond Bold — Bold

Prenton RP Cond Regular — Regular

Prenton RP Cond Light — Light

Prenton RP Light — Regular

Avenir Next Cond. Regular — Regular

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve proposed changes to BOR bylaw 6.8 to clarify the University's responsibilities regarding defense and indemnification of members of the Board, University Officers, Employees, and Students in Training.

☐ Review ☒ Review + Action ☐ Action ☐ Discussion

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

PRESENTERS: Paul Kenney, Chair

PURPOSE & KEY POINTS
The proposed updates to Bylaw Chapter 6.8 of the Board of Regents is intended to provide clarity regarding the University's obligation to defend and indemnify current and past members of the Board, University Officers, Employees, and Students in Training.

RECOMMENDATION
The Board Chair recommends approval.

6.8 **Legal Defense, Indemnification of Members of the Board, University Officers, Employees and Students in Training; Insurance and Risk Management.**

(a) If a civil action is brought against any member of the Board, or any University officer, employee, or student in training, including its past members of the Board, University officers, employees, or students in training, such individual may file a written request with the General Counsel for the University asserting that such civil action is based in fact upon an alleged act or omission occurring in the course and scope of his or her duties, employment or training with the University. General Counsel for the University shall thereupon arrange for the legal defense of the requesting individual, unless after investigation it is found that the claim or demand does not arise out of an alleged act or omission occurring in the course and scope of duties, employment or training of the requesting individual, or that the act or omission complained of amounted to malfeasance in office or willful and wanton neglect of duty, in which case General Counsel for the University shall give the requesting individual written notice that the defense of the claim has been rejected by the University.

(b) Any member of the Board or any University officer, employee or student in training against whom a civil action is brought, whose request for legal defense is accepted by General Counsel for the University pursuant to subsection (a) of this Section, shall cooperate fully with the General Counsel for the University in the defense of such action. If General Counsel for the University determines that such Board member, University officer, employee or student in training has not cooperated, or has otherwise acted to materially prejudice the defense of that individual's case, the University may at any time withdraw from the defense.

(c) If General Counsel for the University rejects the defense of a claim pursuant to subsection (a) of this Section, or withdraws from the defense pursuant to subsection (b) of this Section, no funds of the University shall be paid in furtherance of the defense of the individual.

(d) Action by General Counsel for the University pursuant to subsections (a) through (c) of this Section shall not prejudice the right of members of the Board, or any University officer, employee, or student in training to assert and establish as a defense that the claim arose out of an alleged act or omission occurring in the course and scope of duty, employment, or training, or that the act or omission complained of did not amount to malfeasance in office or willful or wanton neglect of duty. If the member of the Board, or University officer, employee, or student in training is successful in asserting such defense, he or she shall be reimbursed by the University for the reasonable costs and attorney's fees for defending the claim in addition to the indemnification provided by subsection (e) of this Section, if a judgment is rendered against such individual.

(e) The University shall indemnify members of the Board, or any University officer, employee, or student in training, including its past Board members, officers, employees, or students in training, against any judgment for money damages and costs as a result of an act or omission occurring in the course and scope of University duties, employment or training after January 1, 1981. The University shall have no obligation to indemnify members of the Board, or any University officer, employee, or student in training to the extent the judgment arose as a result of malfeasance in office or willful and wanton neglect of duty.~~.~~ The foregoing right to indemnification shall not exceed the amount subject to collection by a party directly against the officer, employee, student in training or Board member. The provisions of this subsection shall not be interpreted as an expansion of the personal liability of any University officer, employee, student in training, or employee of the University or member of the Board.

(f) General Counsel for the University, together with the Senior Vice President for Business and Finance and CFO, and such other individuals whose involvement is necessary and proper, may formulate policies and procedures to implement this Section, and coordinate the processing of claims under this Section with University insurance and risk management policies and programs.

(g) Coverage Definitions. This subsection defines words and phrases regarding persons who are within the potential coverage of this Section. Where appropriate, reference has been made to other definitional Sections of these *Bylaws*.

(1) "Member(s) of the Board." This phrase includes persons within the class defined by the following Sections of these *Bylaws*: 1.2, 1.2.1, and 6.8, subsection (e).

(2) "Employee(s) of the University." This phrase includes persons within personnel categories as defined by the following Sections of these *Bylaws*: 3.1 and 6.8, subsection (e).

(3) "Officer(s) of the University." This phrase includes persons who serve on the bodies, committees, or Subcommittees mentioned by the following Sections of these *Bylaws*: 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.8, 2.9, 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 4.14, 4.15, 4.16, 5.3, 5.4, 5.9, and 6.8 (e), and includes persons who serve as members of the Board of Governors of University Hospital.

(4) "Students in training." This phrase includes any student of the University when acting for or on behalf of the University or when rendering service to another as part of his or her teaching or training by the University.

History: Amended, 77 BRUN 40 (14 August 2025)
Amended, 58 BRUN 118 (10 July 1993)
Amended, 57 BRUN 119 (13 June 1992)
Amended, 52 BRUN 74 (10 October 1986)
Added, 46 BRUN 53-54 (25 July 1981)

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve updates to Regents' Policies Chapters 4-6.

☐ **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

Board of Regents Policies

Contains Amendments through October 3, 2025

Chapter 4. Rights and Responsibilities of Professional Staff 124

RP-4.1 Political Activity 124
RP-4.1.1 Academic Responsibility 124
RP-4.1.2 Regent Campaigns 124

RP-4.2 Academic-Administrative Personnel Matters 125
RP-4.2.1 Prohibition of Rollover Contracts 125
RP-4.2.2 Faculty Assistance for Doctoral Study 125
RP-4.2.3 Faculty Development Fellowships 126
RP-4.2.4 Maude Hammond Fling Fellowships (Repealed) 127
RP-4.2.5 Health Care Policy for Tenured Early Retirees (Repealed) 127
RP-4.2.6 Emeritus Status 127
RP-4.2.7 Senior Consultant Status - UNMC 129
RP-4.2.8 Evaluation of Faculty and Administrators 129
RP-4.2.9 Faculty Status of Librarians 129
RP-4.2.10 Faculty Status for Museum Personnel 130
RP-4.2.11 Financial Exigency Procedures 130

RP-4.3 Standards for Promotion, Continuous Appointment, and Salary Adjustment 133
RP-4.3.1 Policies for Granting Tenure 133
RP-4.3.2 Continuous Appointment Report 134
RP-4.3.3 Post-Tenure Review Policy 135
RP-4.3.4 Approval of Appointments to Endowed Chairs and Named Professorships 136

RP-4.4 Intellectual Property 136
RP-4.4.1 Ownership of Intellectual Property 136
RP-4.4.2 Patent and Technology Transfer Policy 145

Chapter 5. Responsibilities and Rights of Students 149

RP-5.1 Responsibilities and Rights 149
RP-5.1.1 Non-Discrimination on the Basis of Individual Characteristics: Students 149
RP-5.1.2 The Student in the Academic Community 149
RP-5.1.3 University Right to Change, Discontinue Programs 151
RP-5.1.4 Policy on the Baccalaureate Degree 151

RP-5.2 Admissions 152
RP-5.2.1 Admission Standards 152
RP-5.2.2 Records of Transfer or Continuing Studies Students 155

RP-5.3 Disciplinary Procedures 155
RP-5.3.1 Failure to Pay Financial Obligations 155
RP-5.3.2 Recordings and Commercial Distribution of Course Notes 155
RP-5.3.3 Procedures for Student Sexual Harassment Complaints 156

RP-5.4 University Housing 156
RP-5.4.1 University Housing 156

RP-5.5 Student Communications 156
RP-5.5.1 Guidelines for the Student Press 156
RP-5.5.2 Publications Committee 157

RP-5.6 Campus Speakers 160
RP-5.6.1 Sponsorship of Speakers with Student Fees 160

RP-5.7 Tuition 160
RP-5.7.1 Residency Determination for Tuition Purposes 160
RP-5.7.2 Differentiated Graduate Tuition 167
RP-5.7.3 Tuition Refund Schedule 167
RP-5.7.4 Tuition Level Guidelines 167
RP-5.7.5 Tuition Policy 168
RP-5.7.6 Tuition Policy for Distance Education For-Credit Hours (Repealed) 169
RP-5.7.7 Tuition Assistance Program 169
RP-5.8 Student Financial Aid 170
RP-5.8.1 Use of “Fellow” and “Scholar” 170
RP-5.8.2 Tuition Remissions: Graduate Assistants 170
RP-5.8.3 Tuition Remissions for Nonresidents 170
RP-5.8.4 Rules for Granting Nonresident Tuition Remissions to Children of Alumni of the University 171
RP-5.8.5 Undergraduate Regents Scholarships 172
RP-5.9 Student Fees 174
RP-5.9.1 University Program and Facilities Fees 174
RP-5.9.2 Course and Laboratory Fees; Miscellaneous Fees 179
RP-5.9.3 Online Course Fees 180
RP-5.9.4 Reporting of Course, Laboratory, Online Course, and Miscellaneous Fees 180
RP-5.9.5 Student Fee Variances 180
RP-5.10 Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA) 181
Chapter 6. Business and Financial Management 186
RP-6.1 Generally Applicable Provisions 186
Reference: BRUN, Minutes, 77, p. 32 (June 19, 2025). 191
RP-6.2 Property 191
RP-6.2.1 Purchasing Policy 191
RP-6.2.2 Disposal of Surplus Personal Property 198
RP-6.2.3 Acquisition and Disposal of Real Property 200
RP-6.2.4 Vacating of Streets and Curb Cuts 203
RP-6.2.5 Use of University Personnel in Planning/Construction 203
RP-6.2.6 Provision of Housing Allowance for the CEO/President and CAOs/Chancellors 204
RP-6.2.7 Naming of Facilities 204
RP-6.3 Contracts 206
RP-6.3.1 Administrative Approval of University Contracts 206
RP-6.3.2 Qualification-Based Selection of Professional Services of Architects, Engineers, Landscape Architects, and Registered Land Surveyors 210
RP-6.3.3 Ownership of Artwork 211
RP-6.3.4 Building Renewal Fund 212
RP-6.3.5 Injury and Illness Prevention Program 213
RP-6.3.6 Capital Planning and Development 215
RP-6.3.7 Qualification-Based Selection 219
RP-6.3.8 Project Evaluation Board 220
RP-6.3.9 Approval of Veterinary Diagnostic Laboratory Fees 222
RP-6.3.10 University Business Activities 222
RP-6.4 Use of Property 222
RP-6.4.1 Dispensing of Alcoholic Liquor on University Property 222
RP-6.4.2 Religious Activities 225
RP-6.4.3 Use of UNO Field House, UNL Coliseum, and UNK Health and Sports Center Facility by Political Parties 225
RP-6.4.4 Use of Rifle Ranges 225
RP-6.4.5 Use of Devaney Sports Center (Repealed) 226

RP-6.4.6 Use of Intercollegiate Facilities 226
RP-6.4.7 Trespass Policy 226
RP-6.4.8 Possession of Concealed Weapons and Firearms 227
RP-6.4.9 Fire and Safety Protection 228
RP-6.4.10 Commitment to Free Expression; Guide for Facilities Use; and Education 228

RP-6.5 Budgets and Planning 232
RP-6.5.1 (Not Currently Used) 232
RP-6.5.2 Acquiring Works of Art for Construction Projects 232
RP-6.5.3 Interim Budget Adjustments 232
RP-6.5.4 Financial Planning 233

RP-6.6 Accounting 233
RP-6.6.1 Annual Financial Report 233
RP-6.6.2 Recording and Expenditure of Restricted Funds 233
RP-6.6.3 Permanent Endowment Funds Administered by the Board of Educational Lands and Funds 235
RP-6.6.4 Investment of Endowment and Similar Funds 235
RP-6.6.5 Establishment of Reserves, Allocations, and Designations 236
RP-6.6.6 Gifts and Bequests to University Foundation 236
RP-6.6.7 Gifts, Grants, and Bequests 237
RP-6.6.8 Use of Gifts to Replace Public Funds Prohibited 239
RP-6.6.9 Authority to Establish Accounts 239
RP-6.6.10 Collection of Delinquent Debts 239
RP-6.6.11 Othmer-Topp Endowment Spending Policy 240
RP-6.6.12 Red Flag Identity Theft Prevention Program 241

RP-6.7 Records of the University 242

RP-6.8 External Financing 243

~~**Chapter 1. The Board of Regents** ..... 1~~

~~RP-1.1 Governance of the Board ..... 1~~
~~RP-1.1.1 Direct Responsibilities of the Board ..... 1~~
~~RP-1.1.2 Conflicts of Interest of the Board ..... 1~~
~~RP-1.1.3 Reporting Suspected University-Related Misconduct and Prohibition Against Retaliation (Whistleblower Policy) ..... 2~~

~~RP-1.2 Duties and Privileges of Members ..... 4~~
~~RP-1.2.1 Duties of Members ..... 4~~
~~RP-1.2.2 Duties of the Chairperson ..... 4~~
~~RP-1.2.3 Right of Student Members to Indicate Positions ..... 5~~
~~RP-1.2.4 Reimbursement and Remuneration of Student Regents ..... 5~~
~~RP-1.2.5 Athletic Tickets ..... 5~~
~~RP-1.2.6 Regent Emeritus ..... 5~~

~~RP-1.3 Meetings of the Board ..... 5~~
~~RP-1.3.1 Format of the Agenda (Repealed) ..... 5~~
~~RP-1.3.2 Copies of the Minutes ..... 6~~

~~RP-1.4 University Seal, Logo, Policy Manual, and Doctoral Gown ..... 6~~
~~RP-1.4.1 University Seal ..... 6~~
~~RP-1.4.2 University Identifier ..... 6~~
~~RP-1.4.3 University Policy Manual ..... 7~~
~~RP-1.4.4 Doctoral Gown ..... 7~~

~~RP-1.5 Honorary Degrees and Awards ..... 7~~
~~RP-1.5.1 Honorary Degrees ..... 7~~
~~RP-1.5.2 UNL Nebraska Builder Award ..... 9~~
~~RP-1.5.3 UNMC J.G. Elliott Award ..... 10~~

RP-1.5.4 UNO Order of the Tower Award 11
RP-1.5.5 Regents Medal 12
RP-1.5.6 UNK Ron and Carol Cope Cornerstone of Excellence Award 13
RP-1.6 Committees of the Board 14
RP-1.6.1 Committee Reports 14
RP-1.6.2 Executive Committee 14
RP-1.6.3 Planning Committee 14
RP-1.6.4 Academic Affairs Committee 14
RP-1.6.5 Business and Finance Committee 14
RP-1.6.6 General Affairs Committee 15
RP-1.6.7 Information Technology Committee 15
RP-1.6.8 Outreach and Service Committee 15
RP-1.6.9 Audit, Risk, and Compliance Committee 15
RP-1.6.10 Student Affairs Committee 15
RP-1.7 Records of the Board of Regents 15
RP-1.7.1 Custodian of Records 15
RP-1.7.2 Disposition and/or Preservation of Records 16
Chapter 2. Structure of the University 17
RP-2.1 Interrelationships of the Board, the Administration, the Faculty, and the Student Body 17
RP-2.1.1 (Not Currently Used) 17
RP-2.1.2 Campus Disorders and Administrative Response 17
RP-2.1.3 Right to a Public Hearing 18
RP-2.1.4 Presidential Search Advisory Committee(s) 19
RP-2.1.5 Standards of Conduct for Employees and Students Regarding Alcohol and Drugs 19
RP-2.1.6 Relationship of Teaching, Research, and Service 20
RP-2.1.7 Statement on Intercollegiate Athletics 23
RP-2.1.8 Sexual Misconduct 23
RP-2.2 Senior Administrative Officers 34
RP-2.2.1 Installation Ceremony for the President and Chancellors 34
RP-2.3 President of the University 34
RP-2.3.1 Enforcement of Compliance with Athletic Conference and NCAA Rules and Regulations 34
RP-2.3.2 (Not Currently Used) 34
RP-2.3.3 Expedited Approval of Certain Graduate Certificates 34
RP-2.4 Advisory Groups 35
RP-2.4.1 University-wide Calendar Committee 35
RP-2.4.2 Distance Education Course Terms 36
RP-2.5 The Chancellors-Vice Presidents 36
RP-2.5.1 Policy on Abortions 36
RP-2.6 The Colleges 36
RP-2.6.1 Naming and Renaming of Academic Organizational Units 36
RP-2.7 Other University Activities 39
RP-2.7.1 Coordination of Outreach Activities 39
RP-2.7.2 University of Nebraska Press 40
RP-2.7.3 UNL University Health Center Board 40
RP-2.7.4 National Strategic Research Institute 40
RP-2.8 Provisions for Student Government 41
RP-2.8.1 Eligibility to Hold Office 41

Chapter 3. Terms and Conditions of Employment 43

RP-3.1 Equal Opportunity 43
RP-3.1.1 Nondiscrimination on the Basis of Individual Characteristics: Employees 43
RP-3.1.2 Accessibility and Compliance with the Disability Accommodation Laws 43
RP-3.1.3 Equal Opportunity in Employment 44

RP-3.2 Compensation for Services Rendered 45
RP-3.2.1 Retirement Plan and Options (Repealed) 45
RP-3.2.2 Deferred Compensation 45
RP-3.2.3 Ancillary Groups or Organizations: Group Insurance Plan 45
RP-3.2.4 Health Care Benefits for Federal Appointments 45
RP-3.2.5 Incentive Programs 46
RP-3.2.6 Employee and Dependent Scholarship Programs 46
RP-3.2.6.1 Employee and Dependent Scholarships: Undergraduate Credit 46
RP-3.2.6.2 Employee Scholarships for Graduate Credit 50
RP-3.2.7 Operating Policy for the University of Nebraska General and Automobile Liability Self-Insurance Program 53
RP-3.2.8 Conflict of Interest and Conflict of Commitment 88
RP-3.2.9 Access to Retirement Accumulations (Repealed) 96

RP-3.3 Conditions of Employment 97
RP-3.3.1 Vacation Accrual: Academic-Administrative Staff 97
RP-3.3.2 Vacation Accrual: Managerial-Professional Staff 97
RP-3.3.3 Sexual Harassment 97
RP-3.3.4 Grievance Policy: General Non-Academic 97
RP-3.3.5 Union Solicitation 102
RP-3.3.6 Payroll Deductions for Union Dues 102
RP-3.3.7 Graduate Teaching Assistants 102
RP-3.3.8 Nebraska College of Technical Agriculture Personnel Policies 103
RP-3.3.9 Endorsement of Commercial Goods and Services by the University and University Staff 103
RP-3.3.10 Years of Service for Transferred Employees 104
RP-3.3.11 Family/Medical Leaves of Absence 104
RP-3.3.12 Crisis Leave Sharing Policy 106
RP-3.3.13 Parental Leave Policies 108
RP-3.3.14 Financial Measures: Workforce and Cost Savings 110
RP-3.3.15 Consensual Relationships Policy 110

Chapter 4. Rights and Responsibilities of Professional Staff 124

RP-4.1 Political Activity 124
RP-4.1.1 Academic Responsibility 124
RP-4.1.2 Regent Campaigns 124

RP-4.2 Academic-Administrative Personnel Matters 124
RP-4.2.1 Prohibition of Rollover Contracts 125
RP-4.2.2 Faculty Assistance for Doctoral Study 125
RP-4.2.3 Faculty Development Fellowships 126
RP-4.2.4 Maude Hammond Fling Fellowships (Repealed) 127
RP-4.2.5 Health Care Policy for Tenured Early Retirees (Repealed) 127
RP-4.2.6 Emeritus Status 127
RP-4.2.7 Senior Consultant Status - UNMC 129
RP-4.2.8 Evaluation of Faculty and Administrators 129
RP-4.2.9 Faculty Status of Librarians 129
RP-4.2.10 Faculty Status for Museum Personnel 129
RP-4.2.11 Financial Exigency Procedures 130

RP-4.3 Standards for Promotion, Continuous Appointment, and Salary Adjustment 132

RP-4.3.1 Policies for Granting Tenure 132
RP-4.3.2 Continuous Appointment Report 134
RP-4.3.3 Post-Tenure Review Policy 134
RP-4.3.4 Approval of Appointments to Endowed Chairs and Named Professorships 135

RP-4.4 Intellectual Property 136
RP-4.4.1 Ownership of Intellectual Property 136
RP-4.4.2 Patent and Technology Transfer Policy 145

Chapter 5. Responsibilities and Rights of Students 149

RP-5.1 Responsibilities and Rights 149
RP-5.1.1 Non-Discrimination on the Basis of Individual Characteristics: Students 149
RP-5.1.2 The Student in the Academic Community 149
RP-5.1.3 University Right to Change, Discontinue Programs 151
RP-5.1.4 Policy on the Baccalaureate Degree 151

RP-5.2 Admissions 152
RP-5.2.1 Admission Standards 152
RP-5.2.2 Records of Transfer or Continuing Studies Students 155

RP-5.3 Disciplinary Procedures 155
RP-5.3.1 Failure to Pay Financial Obligations 155
RP-5.3.2 Recordings and Commercial Distribution of Course Notes 155
RP-5.3.3 Procedures for Student Sexual Harassment Complaints 156

RP-5.4 University Housing 156
RP-5.4.1 University Housing 156

RP-5.5 Student Communications 156
RP-5.5.1 Guidelines for the Student Press 156
RP-5.5.2 Publications Committee 157

RP-5.6 Campus Speakers 159
RP-5.6.1 Sponsorship of Speakers with Student Fees 159

RP-5.7 Tuition 160
RP-5.7.1 Residency Determination for Tuition Purposes 160
RP-5.7.2 Differentiated Graduate Tuition 166
RP-5.7.3 Tuition Refund Schedule 167
RP-5.7.4 Tuition Level Guidelines 167
RP-5.7.5 Tuition Policy 168
RP-5.7.6 Tuition Policy for Distance Education For-Credit Hours (Repealed) 168
RP-5.7.7 Tuition Assistance Program 168

RP-5.8 Student Financial Aid 170
RP-5.8.1 Use of “Fellow” and “Scholar” 170
RP-5.8.2 Tuition Remissions: Graduate Assistants 170
RP-5.8.3 Tuition Remissions for Nonresidents 170
RP-5.8.4 Rules for Granting Nonresident Tuition Remissions to Children of Alumni of the University 171
RP-5.8.5 Undergraduate Regents Scholarships 172

RP-5.9 Student Fees 173
RP-5.9.1 University Program and Facilities Fees 173
RP-5.9.2 Course and Laboratory Fees; Miscellaneous Fees 177
RP-5.9.3 Online Course Fees 178
RP-5.9.4 Reporting of Course, Laboratory, Online Course, and Miscellaneous Fees 178
RP-5.9.5 Student Fee Variances 178

RP-5.10 Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA) 179

Chapter 6. Business and Financial Management 186

RP-6.1 Generally Applicable Provisions 186

RP-6.2 Property 191
RP-6.2.1 Purchasing Policy 191
RP-6.2.2 Disposal of Surplus Personal Property 198
RP-6.2.3 Acquisition and Disposal of Real Property 200
RP-6.2.4 Vacating of Streets and Curb Cuts 203
RP-6.2.5 Use of University Personnel in Planning/Construction 203
RP-6.2.6 Provision of Housing Allowance for the CEO/President and CAOs/Chancellors 203
RP-6.2.7 Naming of Facilities 204

RP-6.3 Contracts 206
RP-6.3.1 Administrative Approval of University Contracts 206
RP-6.3.2 Qualification-Based Selection of Professional Services of Architects, Engineers, Landscape Architects, and Registered Land Surveyors 210
RP-6.3.3 Ownership of Artwork 211
RP-6.3.4 Building Renewal Fund 212
RP-6.3.5 Injury and Illness Prevention Program 213
RP-6.3.6 Capital Planning and Development 215
RP-6.3.7 Qualification-Based Selection 219
RP-6.3.8 Project Evaluation Board 220
RP-6.3.9 Approval of Veterinary Diagnostic Laboratory Fees 221
RP-6.3.10 University Business Activities 221

RP-6.4 Use of Property 222
RP-6.4.1 Dispensing of Alcoholic Liquor on University Property 222
RP-6.4.2 Religious Activities 224
RP-6.4.3 Use of UNO Field House, UNL Coliseum, and UNK Health and Sports Center Facility by Political Parties 224
RP-6.4.4 Use of Rifle Ranges 225
RP-6.4.5 Use of Devaney Sports Center (Repealed) 225
RP-6.4.6 Use of Intercollegiate Facilities 225
RP-6.4.7 Trespass Policy 226
RP-6.4.8 Possession of Concealed Weapons and Firearms 226
RP-6.4.9 Fire and Safety Protection 227
RP-6.4.10 Commitment to Free Expression; Guide for Facilities Use; and Education 228

RP-6.5 Budgets and Planning 230
RP-6.5.1 (Not Currently Used) 231
RP-6.5.2 Acquiring Works of Art for Construction Projects 231
RP-6.5.3 Interim Budget Adjustments 231
RP-6.5.4 Financial Planning 231

RP-6.6 Accounting 232
RP-6.6.1 Annual Financial Report 232
RP-6.6.2 Recording and Expenditure of Restricted Funds 232
RP-6.6.3 Permanent Endowment Funds Administered by the Board of Educational Lands and Funds 233
RP-6.6.4 Investment of Endowment and Similar Funds 234
RP-6.6.5 Establishment of Reserves, Allocations, and Designations 235
RP-6.6.6 Gifts and Bequests to University Foundation 235
RP-6.6.7 Gifts, Grants, and Bequests 235
RP-6.6.8 Use of Gifts to Replace Public Funds Prohibited 237
RP-6.6.9 Authority to Establish Accounts 237
RP-6.6.10 Collection of Delinquent Debts 238
RP-6.6.11 Othmer-Topp Endowment Spending Policy 238
RP-6.6.12 Red Flag Identity Theft Prevention Program 240

~~RP-6.7 Records of the University.....241~~
~~RP-6.8 External Financing.....242~~

Chapter 4. Rights and Responsibilities of Professional Staff

RP-4.1 Political Activity

RP-4.1.1 Academic Responsibility

The Board of Regents hereby makes its position clear on certain matters important to the general welfare and future progress of the University.

1. We are determined that the instructional programs, and opportunities for learning that they extend to students, shall continue without interruption.

2. Our expectations of the faculty are clear--we expect them to fully meet their professional obligations to the University and to their students. Those faculty members who miss classes are obligated to make every reasonable effort to make up any, and all, of the work omitted.

3. It is clear that when political activities interfere with the fulfillment of professional and contractual obligations, judgments must be made and appropriate action taken. The prime administrative responsibility for such judgments belongs to the President.

4. We wish to direct attention, particularly that of all members of the University community, to "The Student in the Academic Community," (RP-5.1.2), a document inaugurated by students, developed in concert with the faculty and administrative officers, and approved in June, 1968, by the Board of Regents. In speaking of the University, this document declares:

Each member of the University of Nebraska's community (students, faculty, and staff) should be treated with respect and dignity. Each has the right to learn. Faculty have the primary responsibility for assessing a student's academic performance. Faculty, staff, and students, limited by their roles and responsibilities, have the right to contribute to the evaluation of academic community members, courses, and academic programs. These rights impose a duty not to infringe upon the rights and responsibilities of others. The academic community should assure its members that these opportunities, protections, and privileges provide the best climate for learning, research, creative activity, and outreach.

~~Each member of the community should be treated with respect and dignity. Each has the right to learn. This right imposes a duty not to infringe upon the rights of others. The academic community should assure its members those opportunities, protections, and privileges which provide the best climate for learning~~

The foregoing statement, in our opinion, makes clear that the right to learn is a basic right on our campuses and as a consequence this Board, as the governing authority, is determined to make certain that this right shall not be abused. It is our intention that the right to dissent shall be honored but that the exercise of it will not be allowed to interfere with the rights of those who prefer not to participate in that exercise.

Reference: BRUN, Minutes, 31, p. 303 (May 18, 1970).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-4.1.2 Regent Campaigns

No administrative officer of the University of Nebraska System shall participate, directly or indirectly, in the campaigns for election of members of The Board of Regents, including, but not limited to, making contributions to such campaigns, attending or speaking at campaign events, or organizing or sponsoring campaign events. This prohibition shall not be interpreted as limiting an administrative official from exercising his or her right to vote for a candidate for public office.

Reference: BRUN, Minutes, 33, p. 151 (July 12, 1971).
BRUN, Minutes, 76, p. 321 (October 4, 2024).

RP-4.2 Academic-Administrative Personnel Matters

RP-4.2.1 Prohibition of Rollover Contracts

Neither the ~~President~~CEO/President nor administrative officers designated by the CEO/President to approve employment contracts pursuant to Section 3.2 of the Bylaws of the Board of Regents may approve contracts of employment providing for automatic renewal (so-called "rollover" contracts).

Reference: BRUN, Minutes, 62, p. 50 (June 20, 1998).

RP-4.2.2 Faculty Assistance for Doctoral Study

1. The purpose of the Faculty Assistance for Doctoral Study Program is to encourage faculty who do not hold doctorates, but who have made substantial contributions to the University, to undertake full-time doctoral study for a one-year period. While it is recognized that one year is not sufficient time to attain a doctorate, this may allow people to complete a doctorate which has been started on a part-time basis or make a substantial start on one which may then be completed by part-time or summer study.

2. Eligibility for participation in the program of Faculty Assistance for Doctoral Study is limited to persons who have held full-time faculty appointments with the University of Nebraska System for six consecutive years.

3. Faculty Assistance for Doctoral Study will provide the faculty member with one-half pay for his or her normal annual appointment period in order to permit full-time doctoral study that will improve the faculty member's ability to contribute to the academic program. It is presumed that the benefits of the advanced study will be enjoyed by the University for many years, but it is mandatory that each award winner spend at least one year in the employment of the University after completing a year of full-time study under this program. In the event that a participant in this program requests and receives an unpaid leave of absence which commences immediately after completion of the financially assisted year, the additional service obligation may be deferred until the unpaid leave of absence has expired.

4. A faculty member's study stipend may be supplemented with outside funds up to the level of the faculty member's normal, full-time compensation, provided that the individual maintains a full-time course of study.

5. The number of Faculty Assistance Awards for Doctoral Study will be dependent upon the availability of funds.

6. Awards for Faculty Assistance for Doctoral Study will be granted at the discretion of the ~~Board of Regents~~CEO/President upon recommendation by the ~~President~~Executive Vice President and Provost and the appropriate CAO/Chancellor. Nominees will be selected on a competitive basis under rules promulgated by the CAO/Chancellor in consultation with the faculty. Selections will be made with due regard to the benefits to be derived by both the faculty member and the University. Priority will be given to those who are earning a doctorate in an area of high relevance to the employing college and who have already taken some doctoral level courses to demonstrate their ability. Applications for the award must be submitted in writing well in advance of the anticipated date of the full-time study. The application must show evidence of acceptance into a doctoral program, of the course work completed during the year of assistance, and of the overall plan for completing the degree.

7. In reviewing application for awards for doctoral study, consideration may be given to any previous leaves granted to the applicant during the six preceding appointment years.

8. If, after an award for doctoral study has been announced, it becomes apparent that the faculty member cannot undertake the doctoral study as planned, the award may be deferred at the discretion of the cognizant CAO/Chancellor. Or, the award may be withdrawn and awarded to another applicant upon recommendation by the cognizant CAO/Chancellor and approval by the ~~Board~~CEO/President.

9. Upon return to normal academic duties, the person given an award for doctoral study must file an official transcript of completed work with the dean of his or her respective college. A copy of this transcript should be sent to the respective CAO/Chancellor.

10. During the year awarded for study, the duties of each awardee will be: deferred until the faculty member returns; assumed by colleagues; and/or carried by temporary staff employed by funds made available by salary savings from the half-salary awards.

Reference: BRUN, Minutes, 45, p. 169 (January 17, 1981).

RP-4.2.3 Faculty Development Fellowships

1. Eligibility for participation in the Faculty Development Fellowship program is limited to persons who have held full-time appointments within the University of Nebraska System for six years or more at the rank of assistant, associate or full professor, or equivalent rank. Faculty Development Fellowships will be available on a competitive basis, rather than as an automatic reward for years of service. However, it is expected that all qualified faculty will be eligible to participate in the program. The program cannot be used for the purpose of pursuing an advanced degree.

2. A Faculty Development Fellowship will provide the faculty member with full pay for one-half of his or her normal appointment period, or 50% of regular pay for all of his or her normal appointment period, in order to engage in scholarly research, artistic activity, or study of teaching or professional innovations which will improve the faculty member's ability to contribute to the academic programs of the University of Nebraska System. During the period of the fellowship award, the University will continue to make its full contribution to the various employee benefit programs in which the individual is enrolled. Emphasis will be directed toward maximum flexibility in fashioning fellowship proposals to the respective campus program structures. It is presumed that the benefits of the fellowships will be enjoyed by the University for many years after the fellowship has been completed, but it is required that each award recipient spend at least one year in the employment of the University after completing the fellowship.

3. Six full years of service must elapse before a candidate who has previously been awarded a Faculty Development Fellowship is eligible to be considered again.

4. A faculty member's fellowship stipend can be supplemented with outside funds up to a level of the faculty member's normal full-time compensation.

5. The number of fellowship awards available each year should be one award for every ten eligible faculty members. Additional fellowship applications will be considered on an individual basis.

6. Within each campus, fellowship awards will be made on a competitive basis under rules promulgated by the CAO/Chancellor, in consultation with the faculty. Fellowships will be awarded with due regard to the benefits to be derived by both the faculty member and the University. Application for the program must be in the form of a written, detailed proposal submitted well in advance of the anticipated starting date of the fellowship. The proposal must provide evidence that the activities contemplated for the fellowship can actually be carried out. In particular, evidence of concurrence on the part of any proposed participating institution and/or individuals

must be provided. Final recommendations to the ~~President~~ Executive Vice President and Provost and ~~Regents~~ CEO/President for Faculty Development Fellowship award recipients on each campus will be made by the cognizant CAO/Chancellor.

7. If, after a fellowship award has been announced, it becomes apparent that the specific proposal for that fellowship cannot be implemented, the award may be continued on the basis of an alternative proposal, or deferred, or withdrawn, at the discretion of the cognizant CAO/Chancellor and CEO/President.

8. In reviewing applications for fellowships, consideration may be given to any previous leaves granted to the applicant during the six preceding appointment years.
9. Upon return to normal academic duties, a person awarded a fellowship must file a written report with the cognizant CAO/Chancellor that compares the faculty member's actual activities with those outlined in the proposal, the relationship of these activities to his or her intellectual, artistic, and/or professional growth within his or her discipline, and the ways in which the faculty member feels that experience gained during the fellowship will improve his or her performance as a faculty member at the University.

10. During the fellowship period the duties of each award recipient will be deferred until the faculty member returns, or assumed by replacement faculty or undertaken by another faculty member in the department.

Reference: BRUN, Minutes, 54, p. 132 (April 8, 1989).

RP-4.2.4 Maude Hammond Fling Fellowships (Repealed)

The Maude Hammond Fling Fellowships Policy, adopted December 11, 1971, BRUN Minutes, 34, pp. 21-21, is repealed.

Reference: BRUN, Minutes, 34, pp. 20-21 (December 11, 1971).
BRUN, Minutes, 35, p. 170 (December 9, 1972).
BRUN, Minutes, 54, p. 213 (July 22, 1989).
BRUN, Minutes, 74, pp. 19-30 (May 25, 2016).

RP-4.2.5 Health Care Policy for Tenured Early Retirees (Repealed)

University of Nebraska System Health Care Policy for Tenured Early Retirees, adopted November 22, 1997, BRUN Minutes, 61, p. 86, is repealed.

Reference: BRUN, Minutes, 61, p. 86 (November 22, 1997).
BRUN, Minutes, 66, p. 52 (September 8, 2006).

RP-4.2.6 Emeritus Status

Emeritus status is the rank customarily awarded by the ~~President~~CEO/President or CAO/Chancellor of each campus to a faculty member at the time of his or her retirement. Emeritus status is given in recognition of substantial service rendered to the University in the field of teaching, research, or service and to facilitate retired faculty to continue their research and to provide advice and the benefits of their expertise to colleagues and students. Emeritus status may also be given to senior administrators including, but not limited to, CAO/Chancellors, Vice Presidents, Vice Chancellors, Deans, and other administrators whose work with academic programs has contributed to the educational work of the University.

The Board of Regents must approve emeritus status for a retiring CAO/Chancellor or CEO/~~p~~President.

Designations of emeritus status are reported to the Board of Regents in the regularly scheduled personnel reports.

While length of service is not necessarily material, employment for at least ten years is to be presumed, although exceptions to this term may be made by the ~~President~~CEO/President or CAO/Chancellor awarding the emeritus rank.

1. General Principles

   While it is believed that, because of past service, there are substantial perquisites and privileges which should accrue to persons who have retired from active service to the University because of having reached retirement age or because of ill health, emeritus status normally signifies non-activity in connection with all assigned duties. Retirement should not sever all appropriate connection between the person and the University, and emeritus members are encouraged to maintain their associations and to continue study, scholarly investigation, and professional advising of students.

   The practical development of this program of continuation is indicated in essence in the following paragraphs.

2. Privileges

   a. Office space or desk room, while ordinarily not assigned to emeritus faculty, may be so assigned by the dean or director of the division concerned if, in his or her judgment, such location is especially desirable in a given instance and it is recommended by the staff of the department.

   b. Similarly, research facilities, while not ordinarily available to emeritus faculty, may be granted, where practicable, by the dean or director, if the proposed work is deemed, by the dean or director, to be a considerable contribution to the scholarly life of the University and it is recommended by the staff of the department. When an emeritus member is pursuing such study, he or she has the same rights as active members of the faculty in applying for publication privileges or for grants-in-aid for research.

   c. Unless renewed, the assignments end with the University fiscal year.

   Any item not covered in this policy or the Graduate College Bylaws shall be determined by the chief executive officer of the college or division concerned in conformity with the implications of similar relationships herein included, or referred to the CAO/Chancellor for ruling.

3. Perquisites

   Official rosters of the University shall carry the names of living persons officially awarded emeritus status.

   a. On all formal occasions, in all social affairs, in all public meetings, and as University representatives, emeritus members are recognized on the same basis as active staff members. They do not attend departmental or faculty meetings except upon invitation by the presiding officer thereof, and then without vote. Emeritus faculty may also attend senate meetings without vote but with privileges of the floor. Emeritus Graduate Faculty members, holding an active status as described by the Graduate College Bylaws, have voting privileges as described in those Bylaws.

   b. Official notices and communications will be accommodated to these ends, using, where necessary, the United States mail.

c. When emeritus members are called upon to act as references for former students, to furnish information to earlier associates, or to perform any other similar University service stemming from a responsibility which continues beyond their retirement, it is expected that they will use official stationery and such other departmental office privileges as they might customarily use.

d. Library and e-mail privileges shall continue, fully, subject to the same limitations as are necessary for active staff members.

e. Student Union, cultural and athletic events, etc. are available to emeritus members pursuant to campus policies.

f. Emeritus faculty may submit manuscripts or studies for publication, subject to acceptance by publishing boards.

Reference: BRUN, Minutes, 19, pp. 16-17 (January 29, 1949).
BRUN, Minutes, 70, p. 47 (December 8, 2011).

RP-4.2.7 Senior Consultant Status - UNMC

Staff members of the University of Nebraska Medical Center who serve without compensation shall be retired under the same age stipulation as salaried members of the University staff. Members of the volunteer and part time faculty may, based on the recommendations of his or her department chair and dean, be placed on senior consultant status rather than the former term “emeritus.”

The senior consultant will be relieved of routine assignments in the teaching and service programs. Attendance at department, staff, and faculty meetings, without vote, is permitted. The senior consultant may be called on for advice and counsel and for such lectures or conference participation as the consultant's skill and experience make desirable.

Reference: BRUN, Minutes, 21, p. 73 (May 15, 1954).
BRUN, Minutes, 18, p. 153 (December 19, 1947).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-4.2.8 Evaluation of Faculty and Administrators

The ~~President~~CEO/President of the University of Nebraska System is directed to see that every full-time academic and administrative employee receives a written performance appraisal for the academic/fiscal year and that such appraisal is discussed between the appraised employee and his or her superior. The ~~President~~CEO/President is asked to certify that this has been accomplished by the September Board meeting. CAO/Chancellors in consultation with faculty and administrators are to develop the criteria and format to be used for the appraisals of campus employees.

Students shall be given the opportunity to evaluate their own teachers and courses.

The annual evaluation of Central Administration personnel has been and will remain the responsibility solely of the Board and chief executive officer.

Reference: BRUN, Minutes, 37, p. 6 (February 2, 1974).
BRUN, Minutes, 44, p. 81 (January 12, 1980).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-4.2.9 Faculty Status of Librarians

Faculty status for professional librarians may be given to individuals on the library staff by the Board of Regents.

Reference: BRUN, Minutes, 18, p. 306 (October 30, 1948).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-4.2.10 Faculty Status for Museum Personnel

The Board approved a plan for determination of the appropriate academic rank for academic-administrative personnel at the University of Nebraska State Museum.

Reference: BRUN, Minutes, 39, p. 298 (September 8, 1976).

RP-4.2.11 Financial Exigency Procedures

1. Declaration of a State of Financial Exigency.
   a. When a CAO/Chancellor, in consultation with the ~~President~~CEO/President and the Senior Vice President for Business & Finance and CFO, believes that a financial crisis threatens his or her major administrative unit (campus) as a whole to an extent which may justify declaration of a state of financial exigency, the procedures of this policy shall be followed. The perceived financial crisis shall be an extraordinary one of such magnitude that normal operations cannot be maintained and programs therefore must be significantly altered in order to meet required budgetary reductions. Factors other than a financial crisis, including the desire to reorganize a major administrative unit or one or more of its sub-units, or the desire to implement long-range changes in educational policy, shall not be used to justify the declaration of a state of financial exigency. However, declaration of a state of financial exigency shall not preclude consideration of these factors in developing solutions for resolving the financial crisis.

   b. Each major administrative unit shall have a Financial Exigency Committee which shall be established and constituted in accordance with policies of the major administrative unit. The CAO/Chancellor shall call the Financial Exigency Committee into session and shall provide it with relevant information concerning the nature and severity of the perceived financial crisis. The Financial Exigency Committee shall then determine whether in its opinion extraordinary circumstances, because of financial exigencies as defined in Section 4.16 of the Bylaws of the Board of Regents, exist and shall communicate its determination to the CAO/Chancellor in writing.

   c. If the CAO/Chancellor and the Financial Exigency Committee agree that extraordinary circumstances because of financial exigencies exist, a joint recommendation for declaration of a state of financial exigency shall be forwarded to the ~~President~~CEO/President and Senior Vice President for Business & Finance and CFO, together with all supporting documents. If the determinations of the Chancellor and the Financial Exigency Committee differ, both recommendations together with all supporting documents shall be presented by the Chancellor to the ~~President~~CEO/President and Senior Vice President for Business & Finance and CFO.

   d. If upon consideration of such information the ~~President~~CEO/President concludes that extraordinary circumstances because of financial exigencies exist, he or she shall recommend to the Board of Regents that a state of financial exigency be declared for the affected major administrative unit.

   e. A state of financial exigency shall exist only upon declaration by the Board of Regents.

2. Financial Exigency Procedures

a. Upon declaration of a state of financial exigency, the Financial Exigency Committee shall expeditiously make recommendations to the CAO/Chancellor on means by which the financial crisis can be resolved. The Financial Exigency Committee shall concurrently apprise the faculty senate of its deliberations and advice.

b. The Financial Exigency Committee shall initially identify and evaluate cost-reduction measures designed to avoid the need for removal of faculty, and shall recommend to the CAO/Chancellor such alternatives as it deems to be feasible and appropriate, including removal of non-faculty personnel. The CAO/Chancellor shall present his or her recommendations on cost-reduction measures to the ~~President~~CEO/President and Senior Vice President for Business & Finance and CFO.

c. The ~~President~~CEO/President and the Board of Regents shall thereafter consider and implement such cost-reduction measures, short of removal of faculty, which they deem feasible and appropriate. The hiring of new faculty during a state of financial exigency shall be limited to extraordinary circumstances, wherein an academic program would otherwise be seriously affected. Any such proposed new hiring shall be stringently reviewed by the appropriate elected faculty body in each school or college.

d. If the CAO/Chancellor, in consultation with the ~~President~~CEO/President and Senior Vice President for Business & Finance and CFO, determines that the cost-reduction measures to be implemented under subsections (a), (b), and (c) of this section are insufficient to resolve the financial crisis, the CAO/Chancellor shall ask the Financial Exigency Committee to recommend programs for reduction or elimination and to develop recommended procedures for the removal of faculty. In the development of such recommended procedures, the Financial Exigency Committee shall be guided by the following principles:

1) Such procedures shall assure maximum protection of the academic programs of the University and the educational needs of its students, consistent with the role and mission of the major administrative unit.

2) Such procedures shall protect the University's commitment to tenure, and shall not recommend the removal of tenured faculty or non-tenured faculty during the term of their appointment, with less than twelve months notice unless such length of notice is not feasible under the circumstances of the financial crisis.

3) Such procedures shall protect the University's commitment to affirmative action.

4) Such procedures shall provide for prompt and explicit notice to faculty whose removal is being considered and shall provide them a timely opportunity to be heard before the decision is made.

5) Such procedures shall identify the criteria and procedures, including faculty participation mechanism, to be used in the identification of programs to be reduced or eliminated and faculty to be removed, and consideration of both short-term and long-term effects of proposed reductions or eliminations.

6) Such procedures shall provide for appropriate and expeditious review and appeal mechanisms for programs identified for elimination during the financial exigency.

7) Such procedures shall provide appropriate and expeditious appeal mechanisms through existing faculty committees where faculty removed by reason of the financial exigency may raise issues related to the criteria and the procedures used in, and applied to, their removal, and whether or not extraordinary circumstances because of financial exigency exist.

8) Such procedures shall include provisions for the placement and reinstatement of faculty who are removed, including, but not limited to, the following:

a) All efforts shall be made to provide suitable placement of removed faculty elsewhere in the major administrative unit. Assistance should also be provided to the maximum extent feasible from University resources to facilitate adaption of removed faculty elsewhere.

b) Such procedures shall provide for preferential rehiring of any removed faculty member as required by Section 4.12 of the Bylaws of the Board of Regents.

c) Any faculty member removed for reasons of financial exigency shall be appointed as an affiliate faculty member in the department in which she or he held a regular appointment or, if the department is eliminated, in the school or college of which the department was a part, for a two-year period after removal. Affiliate faculty members so appointed shall have access to University libraries, cultural, and recreational facilities equal to those enjoyed by regular faculty and continuation of graduate faculty status. In addition, faculty removed for reasons of financial exigency shall be permitted to maintain at their expense University retirement and health, life and other insurance benefits.

d) Throughout its deliberations regarding development of recommended procedures for the removal of faculty, the Financial Exigency Committee shall maintain close and regular consultative contact with the CAO/Chancellor and the faculty through the faculty senate.

e) The Financial Exigency Committee shall submit its recommended procedures for the removal of faculty to the CAO/Chancellor. The CAO/Chancellor may recommend revisions or amendments to these recommended procedures as he or she deems appropriate and shall present the same to the ~~President~~CEO/President, Senior Vice President for Business & Finance and CFO, and the Board of Regents for consideration. Any such recommended revisions or amendments made by the Chancellor shall be specifically noted. The Board of Regents may make such changes and revisions to the recommended procedures as it deems appropriate. The final procedures for the removal of faculty due to financial exigency shall be effective upon formal adoption by the Board of Regents.

f) The CAO/Chancellor, in consultation with the ~~President~~CEO/President, Senior Vice President for Business & Finance and CFO, and Executive Vice President and Provost shall make decisions concerning the removal of faculty consistent with the procedures adopted by the Board of Regents. In arriving at such decisions the CAO/Chancellor shall consult closely with the Financial Exigency Committee.

3. Termination of a Financial Exigency

a. It is the responsibility of the ~~President~~CEO/President, Senior Vice President for Business & Finance and CFO, ~~and his or her~~their staff to monitor closely the University's financial situation throughout the duration of a state of financial exigency. If the ~~President~~CEO/President should determine that a financial crisis no longer exists, a

recommendation that the financial exigency be terminated shall be submitted to the Board of Regents.

b. A state of financial exigency will cease to exist upon its termination by the Board of Regents.

Reference: BRUN, Minutes, 53, p. 80 (December 12, 1987).

RP-4.3 Standards for Promotion, Continuous Appointment, and Salary Adjustment

RP-4.3.1 Policies for Granting Tenure

1. Specific Term Appointments

The present tenure system of the University of Nebraska System, as specified in the Bylaws of the Board of Regents, is hereby reaffirmed, though certain adjustments in its procedures (as described below) will be made to insure its continued operation in the best interests of the University. ~~These adjustments will enable the University to pursue the Regents' goal of reducing the level of tenure density over the next several years, while at the same time continuing to improve the academic quality of the institution.~~

In cases of very special merit and only then with review and personal recommendation by the campus CAO/Chancellor and the ~~President~~CEO/President, tenure may be awarded at any time prior to the expiration of the full probationary period. Normally, tenure will be awarded only at the end of the full probationary period, i.e., at the end of the seventh year of employment of a faculty member without prior tenure-relevant experience. This policy will be adapted in the manner indicated in the *Bylaws of the Board of Regents* in the cases of faculty who do have previous tenure-relevant experience. In implementing this policy, the following procedures will be employed:

a. Annual intensive departmental and college level reviews of all faculty working for tenure are mandatory. These annual reviews will make specific recommendations for self-improvement and professional development which will enhance the faculty member's chances of eventually achieving tenure at the end of the probationary period. In some cases these annual reviews will result in notices of termination and, where appropriate, terminal contracts. Care should be taken that a positive annual review is not understood as a promise of eventual tenure. A positive review should be considered to be nothing more than a favorable but not binding prognosis.

b. A faculty member without previous tenure-relevant experience who is working for tenure will normally undergo a final major review with respect to tenure ~~as close to the end of his or her~~during their sixth year of service ~~as practicable~~. At the end of the sixth year of service the faculty member will be notified that he or she will be awarded either a one-year terminal contract, or ~~a one-year appointment for the seventh year of service and tenure at the conclusion of the probationary period, i.e., at the beginning of the eighth year~~ tenure (continuous appointment). In cases of special merit, exceptions to ~~this seven-year~~full probationary period may be made upon review and personal recommendation by the campus CAO/Chancellor and the ~~President~~CEO/President.

c. A new faculty member with three or more years of previous tenure-relevant experience who is working for tenure will normally undergo a final major review with respect to tenure ~~as close as practicable to the end of his or her~~during their third year of service at the University. At the end of the third year of service the faculty member should be notified that he or she will be awarded either a one-year terminal contract, or ~~a one-year appointment for the fourth year of service and tenure at the conclusion of the probationary period, i.e., at the beginning of the fifth yea~~tenure (continuous

appointment)~~r~~. In cases of special merit, exceptions to this ~~four-year~~ probationary period may be made upon review and personal recommendation by the campus CAO/Chancellor and the ~~President~~CEO/President.

The chief academic officer of each campus will see to it that specific written standards for tenure are reviewed, strengthened where necessary, widely distributed, and stringently enforced, with provisions being made for variations of criteria according to discipline and academic unit whenever the chief academic officer feels such variations are justified. The chief academic officer of each campus should consider seeking the advice of an all-campus committee of distinguished scholars, teachers, and researchers as part of the review of college and departmental tenure recommendations. Also, where practicable and feasible, evaluative comments should be sought from established authorities at other major universities in each tenure candidate's academic field. This concern for rigorous tenure standards should be demonstrable in the documents supporting all future tenure recommendations, i.e., tenure should be recommended only on the basis of demonstrated and documentable academic achievement, rather than on promise.

Of all the rewards, emoluments, and indications of esteem the University may offer its faculty members, tenure is the most significant for the University itself. For this reason, the tenure system should operate separately and independently of the University's other reward systems, e.g., the salary and promotion systems. It must be made clear that the University's policy is that tenure and promotion are separate concerns, and that in cases where promotion is offered a faculty member before his or her probationary period is completed, no promise of eventual tenure is implied by the promotion. The important thing is that tenure recommendations should be developed in a context as free of other concerns as is practical.

The Executive Vice ~~President~~President and Provost should update the Tenure Density Report annually and distribute it to the campuses prior to the time annual departmental tenure reviews are begun. This updated annual study should serve as the University's mechanism for keeping tabs on the current state of its tenure system.

2. Health Professions Appointments

There is no mandatory tenure review as such with specific term appointments. Rather, individuals with a health professions faculty appointment may request review for a continuous appointment at any time. The same criteria and evaluation process will be utilized as for those with specific term appointments. The awarding of a continuous appointment is governed by Section 4.4.3 of the *Bylaws of the Board of Regents*. Failure to achieve a continuous appointment is governed by the employment contract.

For purposes of the annual Tenure Density Report, health professions faculty appointments are combined with tenured and tenure-track appointments to compute tenure density.

Reference: BRUN, Minutes, 38, pp. 301-303 (November 15, 1975).
BRUN, Minutes, 53, p. 150 (May 6, 1988).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-4.3.2 Continuous Appointment Report

Annually the Board of Regents shall receive a report listing those individuals granted continuous appointments during the previous academic year.

Reference: BRUN, Minutes, 40, p. 125 (April 16, 1977).
BRUN, Minutes, 44, p. 161 (April 19, 1980).
BRUN, Minutes, 75, p. 62 (October 3, 2018).

RP-4.3.3 Post-Tenure Review Policy

1. Purpose

The annual review process is intended to assist faculty on continuous appointment (tenured faculty) in achieving professional goals and maximizing contributions to the University throughout their professional careers. In cases where goals are not being met or contributions should be markedly improved, a post-tenure review under this policy will be conducted. This post-tenure review will emphasize the pattern of past performance, current interests of the faculty member, and the objectives for future contributions of the faculty member. The review will be based upon the principle of peer review and provide added assurance that faculty on continuous appointment are accountable for their performance.

2. Applicability of Review Process

All members of the faculty who have been on a continuous appointment pursuant to the *Bylaws of the Board of Regents* for a period of three or more years may elect or be required to undergo post-tenure review. A faculty member shall not be subject to or eligible for review under this policy more frequently than once every four years. A faculty member shall undergo a post-tenure review in either of the following circumstances:

a. A faculty member receives (after the third year of a continuous appointment):

1) A written annual evaluation that identifies a substantial and continuing deficiency in the faculty member's performance which clearly states that, if substantial and acceptable progress toward removing the deficiency by the time of the next annual evaluation has not occurred, a periodic review will be initiated; and

2) Notification after the next annual review that the substantial and continuing deficiency in the previous evaluation has not been remedied, and that a post-tenure review is required.

b. A faculty member may request a review in accordance with the post-tenure peer review process. The purpose of such a review would be to provide helpful evaluation and assistance to the faculty member in planning a prospective program by which the faculty member can maximize his/her contributions to the University and more fully realize ~~her/his~~their professional goals.

3. Nature of the Review

For a review initiated under Section 2.a of this policy, a special peer review file shall be developed, containing a clear identification and description of the deficiency or deficiencies, copies of the faculty member's last three annual reviews, and such other materials as are relevant. This file may be supplemented by the faculty member by including information the faculty member believes to be relevant, including a proposed plan to remove the deficiency.

For a review under Section 2.b of this policy, a file containing copies of the faculty member's previous three annual reviews and such other material as may be relevant will be developed. One component of a post-tenure review under Section 2.a or 2.b shall be an evaluation by peers external to the campus when research productivity is an issue. Evaluation by peers external to the campus may be used when teaching and/or service/outreach productivity is in question.

4. Outcome of the Post-Tenure Review Process

A written appraisal with recommendations (as appropriate) will be developed, including a plan outlining the expectations as to how the faculty member can remedy any deficiency in performance or enhance the faculty member's professional goals and contribution to the University. Any sanction to be imposed on the faculty member related to his/her performance shall be governed by the Regents' *Bylaws* and must follow procedures prescribed in the *Bylaws*. All relevant University appeal mechanisms and procedures are available to faculty members being evaluated under this policy.

5. Each campus CAO/Chancellor shall ~~insure~~ensure that appropriate written procedures are developed to implement this policy.

Reference: BRUN, Minutes, 62, p. 15 (February 28, 1998).

RP-4.3.4 Approval of Appointments to Endowed Chairs and Named Professorships

The University of Nebraska System is fortunate to have the resources and private funding necessary to establish and designate a substantial number of Endowed Chairs and Named Professorships. The purposes underlying these Chairs and Professorships are to advance the University's academic goals and objectives; to recognize and support faculty members of exceptional academic distinction; and to assist the University in its efforts to attract and retain outstanding scholars and leaders.

Except when a donor agreement otherwise specifies, the appointment of Endowed Chairs, Named Professorships, and similarly named appointments is governed by processes established by the relevant campus and approved by its CAO/Chancellor. In those instances when donor agreements supporting the appointments provide that the selection of the recipient is subject to the approval of the Board of Regents, the Board of Regents hereby delegates to the ~~President~~CEO/President the authority to approve these Chairs and Professorships and similarly named appointments, on behalf of the Board of Regents. The University shall provide timely written notice of such appointments to the University of Nebraska Foundation for those Chairs and Professorships funded through the Foundation.

Appointments to Endowed Chairs and Named Professorships shall be included in the quarterly personnel report provided to the Board of Regents.

Reference: BRUN, Minutes, 70, p. 47 (December 8, 2011).

RP-4.4 Intellectual Property

RP-4.4.1 Ownership of Intellectual Property

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

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

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

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

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

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

1. General Policy Statement

The prompt ~~and open~~ dissemination of the results of research undertaken at the University of Nebraska System and the free exchange of information among scholars are essential to the fulfillment of the University's obligations as an institution committed to excellence in research, education, and service. Matters of ownership, distribution, and commercial development nonetheless arise in the context of technology transfer, which is also an important aspect of the University's commitment to public service. The University of Nebraska System as a public institution has a responsibility to recognize the State's contribution of tax support for research and creative activity by devoting an appropriate share of the products of that research to the further benefit of the University as a whole. The University must also recognize the intellectual contribution of Authors and Inventors, the need to provide incentives for enhanced intellectual activity, and the role such incentives play in recruiting and retaining creative individuals at the University.

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

2. Early Disclosure and Incentives for Creative Effort; Use of the University's Name

a. Early disclosure and incentives to create

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

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

b. Use of University's name

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

3. Ownership of Intellectual Property; General Provisions

a. Applicable to all technologies and media

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

b. Patent policies not affected

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

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

c. Residual Authors' or Inventors' Rights

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

Comment

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

d. Classification of creative works

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

1) an Independent Work governed by Section 4;

2) a University Supported Work governed by Section 5;

3) an Institutional Work governed by Section 6; or

4) a Contractual Work governed by Section 7.

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

Comment

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

4. Independent Works

a. Independent Works dDefined; Ownership

An Independent Work is a work that is not:

1) a University Supported Work, pursuant to Section 5;

2) an Institutional Work, pursuant to Section 6; or

3) a Contractual Work, pursuant to Section 7.

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

Comment

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

5. University Supported Works

a. University Supported Work defined

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

b. Ownership of University Supported Works that do not involve use of substantial University resources

By long-standing tradition and the contemporary need to remain competitive in recruiting and retaining a creative faculty, the faculty own the copyright and other rights associated with Traditional Works of Scholarship. "Traditional Works of Scholarship" are defined as works reflecting research or creativity which, within the University, are considered as evidence of professional advancement or accomplishment. Such works result from scholarly endeavors, and include instructional materials, journal articles, research bulletins, monographs, books, plays, poems, and artistic works, and do not involve substantial use of University resources as described in Section 5.c of this Policy. Accordingly, except for (1) University Supported Works involving use of substantial University resources, and (2) patents, patentable subject matter, trade secrets and commercially viable discoveries and inventions governed by the patent policies described in Section 3.b of this Policy, the faculty member shall own the copyright and have the right to register the same and to receive royalties or other income from a University Supported Work, including books, films, cassettes, CDs, software, works of art, or other material. However, such ownership and rights are subject to the requirements of Section 3.11 of the *Bylaws of the Board of Regents of the University of Nebraska System* prohibiting a faculty member from having a financial interest in or receiving compensation from the sale of educational materials used by students of the University, except royalties on books or other educational material from publishing houses of standing.1 In addition, the following specific rules apply to University Supported Works for which the faculty member owns the copyright:

1) Research Materials. Materials such as lab notebooks and research files shall remain the property of the individual responsible for directing the project, except when agreements governing Contractual Works described in Section 7 require otherwise. However, should such an individual depart the employ of the University or otherwise terminate responsibility for directing the project, he or she shall provide the University with such copies of the research material as may be reasonable in order that the University may protect its rights in any Intellectual Property as well as that of the departing Author’s or Inventor’s colleagues.

2) Instructional Materials. "Instructional Materials" are other than Institutional Works, the primary use of which is for the instruction of students. Such works include textbooks, syllabi, lectures, lecture notes, and study guides. Instructional

Materials developed by a faculty member in the process of delivering a course of instruction to students shall be the property of the faculty member. However, in the absence of a specific written agreement, and with the exception of books or other educational materials covered by Section 3.11 of the *Bylaws of the Board of Regents*, no royalty, rent or other consideration shall be paid to a faculty member when Instructional Materials are used at the University. Should the Author of Instructional Materials depart the employ of the University, he or she will provide the University with copies of the Instructional Materials (not including lecture notes) and shall grant the University a non-exclusive, royalty free license thereto, when it is determined by the University that such Instructional Materials are necessary to carry out the educational programs of the University. Recordings of lectures shall be the property of the faculty lecturer, unless the recording is an Institutional Work or a University Supported Work Involving use of substantial University resources.

c. Ownership of University Supported Works involving use of substantial University resources

1) Notwithstanding Section 5.b, in circumstances in which use of substantial University resources is involved in the creation of a work, the University shall own the work, including the right to obtain a copyright and the right to royalties or other income. Circumstances involving use of substantial University resources include:

a) substantial University financial, staff, or other assistance;

b) extensive use of special or rare University holdings, such as museum collections;

c) significant use of voice or image of students or staff in a product (other than the author or inventor), or substantial creative contribution by staff or students to the preparation of a work or product; or

d) use of the name or insignia of the University or any of its units (other than for purposes of identification of individual faculty members) to identify or to promote the distribution of a work or product, or other identification or promotion that implies the approval or endorsement by the University or one of its units.

Comment

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

would normally count as such a contribution, but providing ordinary research assistance or conducting standard data analysis would not.

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

Comment

The allocation of rights for University Supported Works in Section 5 is modeled after the policy of Harvard University. It attempts to distinguish between traditional works of scholarship for which faculty members hold the copyright and those works created with substantial University involvement. Where the University is involved to a greater extent than ordinarily prevails, the University should be entitled to share in the economic returns of resulting works and to receive reimbursement for its additional costs. It is recognized that the determination of whether a particular project involved substantial university involvement may not always be clear. In such circumstances it is important that the faculty member make early disclosure to the Dean or Director and that, if an interpretation of this policy is required, the procedures adopted in Section 13 be initiated.

6. Institutional Works

a. Institutional Works defined

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

Comment

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

b. Ownership of Institutional Works

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

7. Contractual Works (Sponsored Research)

Ownership of the Intellectual Property rights in creative works developed in the course of or pursuant to a sponsored research program or other contractual arrangement will be determined according to the terms of such program or contract, provided that the program or contract was approved by the University. If the program or contract does not provide for the allocation of Intellectual Property rights, such rights will be determined by the other provisions of this Policy. Notwithstanding other provisions of this policy, the University may elect to enter into a contract with an individual employee regarding the creation of specific intellectual property.

Comment

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

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

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

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

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

8. Ownership of Works Produced by Non-employees

According to federal law, copyright of commissioned works of non-employees is owned by the Author and not by the commissioning party, unless there is a written agreement to the contrary.

All University personnel are cautioned to ensure that independent contractors agree in writing that ownership of commissioned work is assigned to the University, except where special circumstances apply and it is mutually agreed that the Author will retain ownership.

9. Ownership of Copyrights in Theses, Dissertations and Other Student Works The ownership of copyrights in student works is governed as follows:

a. Theses, Dissertations and Other Student Works

Students will own the copyrights to their theses, dissertations, and other student works; however, a student must, as a condition to a degree award, grant royalty-free non-exclusive permission to the University to store copies of such works for archival purposes and to reproduce and publicly distribute copies of his or her thesis or dissertation within the University education and research missions; provided however, that should the student identify any legitimate proprietary interest the student may have in the work, or should the University determine that it has an ownership interest in any patentable or otherwise protectable Intellectual Property interest in the work, the University shall then delay any public access to the work for up to one year following the presentation of the work, in order for the student to consult with the University regarding the protection of the proprietary interest. Copyright ownership of theses or dissertations generated by research that is performed in whole or in part by a student with the support of a sponsor or grant shall be determined in accordance with the terms of the sponsored research or grant agreement, or in the absence of such terms, the copyright shall be owned by the University.

b. Software, Patentable Subject Matter and Non-Copyright Intellectual Property

Software, patentable subject matter, and other Intellectual Property (other than copyright as described in Section 9.a and Section 9.c of the Policy) contained or disclosed in theses, dissertations and other student works shall be subject to and governed by the policies that apply to University employees.

c. Student Writings Other Than Theses or Dissertations

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

Comment

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

10. Intellectual Property Rights for Multiple Creating Parties

Due to the nature of current research practices and multi-media creations, it is common for more than one individual to claim part of the recognition as Author or Inventor for a particular creation. In such instances, participating Authors or Inventors are strongly encouraged to define their

respective rights to the creation in a written agreement, signed by all of the contributing parties. Misunderstandings between the contributing parties can be avoided if such agreements are entered into as early as is practicably possible. Should the co-Authors or co-Inventors fail to so agree in writing, it is presumed that any benefits to be shared by them shall be shared equally.

11. Ownership of Trade and Service Marks

Ownership of trademarks shall be governed by the provisions of this Policy. Thus, trademarks that are Independent Works will be owned by the Author; trademarks that are Institutional Works will be owned by the University; ownership of trademarks that are University Supported Works will be determined by the provisions of Section 5 of this Policy; and ownership of trademarks that are Contractual Works will be determined by the provisions of Section 7 of this Policy. Note however, that the University owns many valuable trade and service marks, most of which are registered with the appropriate state or federal agencies. Any trade or service marks derived from or based upon University-owned marks shall belong to the University.

12. Assignment of Property Rights by the University

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

13. Resolution of Ambiguities and Policy Interpretation

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

14. Supplemental Income from Commercial Applications

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

15. Review of Policy

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

Reference: BRUN, Minutes, 63, p. 167 (July 28, 2001).

RP-4.4.2 Patent and Technology Transfer Policy

Section 3.10 of the *Bylaws of the Board of Regents* provides that it is the policy of the Regents to encourage the commercialization of inventions and discoveries arising from research activities of the University, and when appropriate, the pursuit of patents or other intellectual property protection, as a method of bringing recognition and remuneration to the University's inventors and to the University itself. This Patent and Technology Transfer Policy is adopted for the purpose of providing general policy regulations to implement Section 3.10 of the *Bylaws of the Board of Regents*:

1. Ownership of Inventions Resulting From Performance of Duties of Employment; Prompt Disclosure to University

Each invention[1] by a member or members of the faculty or staff of the University resulting from performance of duties within the scope of University employment, or resulting from the use of University personnel, property, facilities, or other University resources, except where such use is minimal,[2] shall be solely owned by the University. Questions concerning whether a use of University resources is minimal shall be resolved in accordance with the process set forth in Section 9 of this Policy. Each such invention and any improvement(s) made thereto while under the employment of the University shall be promptly disclosed in writing to the designated campus patent and technology transfer administrator (the "Administrator").[3]

A disclosure of an invention shall be properly made when it is submitted to the campus Administrator in such manner and form as may be determined by the Administrator. Any disclosure of an invention shall contain information in such detail as is deemed necessary by the Administrator to allow for a review of its patentability and commercial potential, and shall detail the specific utility or application of the invention.

2. The Campus Administrator

The CAO/Chancellor of each campus and/or the CAO/Chancellor's designee shall designate a campus patent and technology transfer administrator who shall be responsible for the administration of all campus patent and technology transfer activities, and who will provide a central source of information and help in handling the different aspects of patents and technology transfer.

3. Patent and Technology Transfer Advisory Committee

The Administrator in consultation with the CAO/Chancellor and/or the CAO/Chancellor's designee shall establish an advisory committee on technology transfer (the "Committee"). The Committee will be available to assist the Administrator in the review of disclosures of inventions, and provide advice and peer group scientific review on issues relating to (i) intellectual property development and licensing or other technology transfer issues, and (ii) other related assistance as requested.

4. Review of Invention Disclosures; Acceptance for Technology Transfer by University or Transfer to Inventor

The Administrator, the Committee, and/or the Administrator's designees (one or more of which are referred to herein as the "Reviewers") shall aim to evaluate all disclosures of inventions on behalf of the University within six (6) months from the date the disclosure is formally submitted to the Administrator. The disclosure shall be evaluated by the Reviewers for the ability to obtain

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[1] For purposes of this policy, the term "invention" shall mean patent able inventions or discoveries, computer software, trade secrets and all other intellectual property not addressed under Regents Policy 4.4.1.

[2] The determination as to whether any use of University personnel, property or facilities is or was "minimal" under this policy shall be made based on the following considerations:

a) Whether the invention was conceived of or reduced to practice pursuant to an employee or faculty member's job duties;
b) Whether any funding for the work leading to the conception or reduction to practice of the invention was provided by or facilitated through the University;
c) Whether any University facilities were utilized in the conception or reduction to practice of the invention, and if so, the extent of such use; and
d) Whether any University students or staff were utilized in or contributed to the conception or reduction to practice of the invention.

[3] The Bayh-Dole Act of 1980, 35 U.S.C. §§ 200-212, allows Universities and other non-profit organizations to retain title to federally-funded inventions and requires that strict reporting requirements be met. It is therefore critical that inventors provide a prompt and thorough disclosure to the University so that the University can properly evaluate the disclosure and elect to either retain or decline title to such inventions in a timely manner.

effective intellectual property protection on the invention, and the potential of the invention to stimulate business interest and contribute to economic development. Upon the conclusion of the Reviewers' evaluation of an invention, the Administrator shall communicate to the inventor(s) any intent on behalf of the University to pursue protection of the invention. The University shall proceed, in its sole discretion, to seek appropriate intellectual property protection on the invention, and/or market the invention to interested parties. The terms of any license or agreements related to an invention, and the manner in which they may be enforced, litigated or settled shall be at the sole discretion of the University.

The inventor or inventors of a disclosed invention shall assist the University and any counsel retained by the University in the preparation, filing and prosecution of any patent applications based on inventions disclosed to the University, and shall sign any and all necessary documents, including assignments, declarations, oaths and affidavits related thereto.

At any time during the technology transfer process, the University may, for any reason which in its sole discretion it determines is in the best interests of the University, assign title to the invention to the inventor(s). In such cases, however, the University may retain a non-exclusive, paid-up, royalty-free license to the invention, if it so desires.

Although the University may assign title to an invention to the inventor(s), any improvement or modification to or separate invention derived from or based on such invention that results from the use of University personnel, property or facilities, except where such use is minimal, shall be owned by the University subject to this Policy. The inventor(s) shall promptly disclose such improvement, modification or separate invention to the Administrator in the same manner as is described in Section 1 of this Policy.

Should an inventor leave the University and wish to continue research on an invention which the inventor has disclosed to the University, the University shall provide an appropriate royalty-free, non-commercial, research only license to allow the inventor to continue his or her research.

5. Division of Net Royalties and Proceeds

With respect to any invention subject to this Policy, the University shall first be reimbursed for any and all expenses incurred by it that are associated with evaluation of the technology, obtaining of patent or other intellectual property protection, and licensing or other technology transfer activity, including legal expenses related thereto.[4] In the event of any infringement action or other legal action involving technology disclosed under this Policy, the University shall also be reimbursed for any and all expenses borne by the University associated with such action. After such expenses are reimbursed, royalties and other proceeds from licenses or other technology transfer activities related to an invention, or patent or other intellectual property protection based thereon, shall be distributed as follows:

(a) One-third to the inventor or inventors; and

(b) Two-thirds in accordance with a separate distribution policy to be established and implemented by each University campus, such policy to take effect following approval by the Board of Regents upon recommendation of the relevant campus' CAO/Chancellor.

6. Distribution of Equity to Inventors

In the event that the University receives equity or an option to acquire equity in exchange for any license or other intellectual property, the share of such equity due to the inventor(s) shall be based upon the distribution of royalties and proceeds provided in Section 5 of this Policy. Such

[4] The University shall make every effort to recover all or part of these expenses from any licensee of University-owned intellectual property upon the execution of the license agreement.

equity will be distributed directly to the inventor(s) once such equity is transferable. The University shall make every effort to distribute such equity in a timely manner, but the University shall not be responsible for changes in value which might occur before receipt of equity by an inventor.

In the event the University or an affiliated entity of the University receives equity or an option to acquire equity in exchange for something other than a license or other intellectual property right (e.g. performance of a service or clinical trial), the equity interest shall not be subject to distribution under Sections 5 or 6 of this Policy.

7. Division of Inventor's Share Among Co-Inventors

Should there be more than one inventor per license or other source of royalties and other proceeds under Sections 5(a) and 6 of this Policy, the inventors' shares shall be divided and distributed among themselves in accordance with an agreement to be signed by the inventors and filed with the Administrator. Should the inventors fail to sign such an agreement governing distribution among them, then the proceeds shall be distributed equally among the sum of inventors per license or other source of royalties.

8. Conflicts of Interest

Conflicts of interest are more likely to present themselves to inventors, University personnel and the University as an entity in the context of intellectual property licenses or other contracts related to technology transfer activities. As such it is of utmost importance that in addition to any compliance required under this Policy, that all involved in technology transfer also comply with any conflict of interest policies as required by law, Section 3.8 of the *Bylaws of the Board of Regents* or Regents Policy 3.2.8, as those requirements may exist or as they may be amended in the future.

9. Resolution of Issues Concerning Administration or Interpretation of this Policy
Should any issue arise regarding administration or interpretation of this Policy or Section 3.10 of the *Bylaws of the Board of Regents*, the issue shall be referred to the campus vice chancellor responsible for research, sponsored programs and/or technology transfer activities (e.g. Vice Chancellor for Research or Vice Chancellor for Academic Affairs). The campus patent and technology transfer advisory committee may review the facts and circumstances surrounding any such issue and make recommendations to the Vice Chancellor. The Vice Chancellor shall then make a report and recommendation for resolution of the issue to the CAO/Chancellor, who will make the final decision on all issues concerning administration or interpretation of this Policy or Section 3.10 of the *Bylaws of the Board of Regents*. The CAO/Chancellor's decision will be final with respect to the University.

10. Survival of Policy

The provisions of this Policy and Section 3.10 of the *Bylaws of the Board of Regents* shall survive the death or termination of employment of any inventor of intellectual property owned by the University. The provisions of this Policy shall inure to the benefit of and be binding upon the heirs and assigns of (1) any inventor of intellectual property owned by the University, and (2) all others who agree to be bound by it.

11. Campus Patent and Technology Transfer Policies and Procedures

The CAO/Chancellor of each campus, or the CAO/Chancellor's designee, is authorized to adopt and implement more detailed campus patent and technology transfer policies and procedures that are consistent with and supplemental to Section 3.10 of the *Bylaws of the Board of Regents* and this Policy.

Reference: BRUN, Minutes, 43, p. 39 (May 18, 1979).

BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 64, p. 139 (October 17, 2003).

Chapter 5. Responsibilities and Rights of Students

RP-5.1 Responsibilities and Rights

RP-5.1.1 Non-Discrimination on the Basis of Individual Characteristics: Students

Students on each campus of the University of Nebraska shall be admitted and [shall] enjoy the programs and privileges of the University without regard to individual characteristics other than qualifications for admission, academic performance, and conduct in accord with University policies and rules and laws applicable to student conduct.

NOTE: The portion of this policy pertaining to employees is at RP-3.1.1

Reference: BRUN, Minutes, 54, p. 145 (May 12, 1989).

RP-5.1.2 The Student in the Academic Community

1. General Responsibilities and Rights

   All members of the academic community have the responsibility to create and support an educational environment which will achieve the basic purposes of the University. Each member of the community should be treated with respect and dignity. Each has the right to learn. This right imposes a duty not to infringe upon the rights of others. The academic community should assure its members those opportunities, protections, and privileges which provide the best climate for learning. Views and beliefs expressed by a member of the academic community should be kept within the community unless released by the individual. The University encourages a variety of modes in thought, behavior, and values within the guidelines of the educational community. An important aspect of the educational effort is the recognition of differences between individuals. In all instances, including informal campus activities and association, each individual should be assured that judgments about the individual will be made on relevant criteria, and each member of the academic community should actively encourage practices to insure that all persons, irrespective of any irrelevant characteristics, are welcome on the campus and are extended all the privileges of the academic community to which they are entitled.

   As more ~~and more~~ people seek the benefits of higher education, it may be desirable for the State University to offer special recognition and assistance to students disadvantaged by limited educational opportunity.

   University students enjoy all the right and privileges of citizenship. Students are subject, however, to the special obligations which accrue to them as members of the academic community. Institutional effort should be exerted to develop, not inhibit, intellectual and personal development of students by the exercise of the rights of citizenship both on and off campus.

   The enforcement of the obligations of students to the larger society is the responsibility of the legal and judicial authorities duly established for that purpose. If students are alleged violators of the law, they should proceed through legal channels and institutional authority should never be used merely to duplicate those functions.

2. Rights and Responsibilities in the Classroom

   a. Freedom of Expression

      It is the responsibility of each faculty member to provide an atmosphere which is conducive to freedom of expression by encouraging discussion and permitting exception

to the views he or she has presented. In addition, faculty members have the responsibility to guide and direct such discussion and inquiry in a scholarly manner. The scope and duration of discussion, however, is to be determined by the instructor.

Students have the right of expression in the classroom and the responsibility to learn from the course of study according to the standards of performance established by the faculty. Student behavior in a classroom should contribute to the learning process.

b. Instructional and Grading Procedures

The faculty determines the character of courses which includes content and instructional and grading procedures. Students should be informed of these matters at the beginning of the course.

Each student has the right to a course grade based upon a sound academic evaluation and upon a specified grading procedure. A student has the right to receive upon request clarification of the grade received. The faculty of each department, school, or equivalent unit, shall provide a committee to consider the appeal of those cases in which a student feels the performance evaluation was unfair. Colleges shall provide standing committees to consider cases in which the student or faculty member chooses to appeal the initial decision. Any of these committees shall have the authority to direct changes in the grade based upon its findings.

c. Instructor-Student Consultation

Instructors should be available on a regular basis for consultation with students. Students may ask for an evaluation of their performance during the progress of a course. If a student conveys information of a confidential nature to a member of the faculty, this confidence should be respected.

d. Students can contribute significantly to the evaluation of instruction. The faculty has the obligation to solicit students' evaluation of their educational efforts and to make changes in accordance with their best judgment. To assist the faculty in the task of providing the best possible education, students should express their reactions and opinions about the character and relevancy of the instruction to the department or college involved. Each college or school should establish a standing procedure through which student evaluations can be expressed.

3. Rights and Responsibilities in Other Instructional Settings

a. Freedom of Expression

The acquisition, understanding, and interpreting of knowledge can be facilitated by the study and evaluation of controversial positions. Free expression in the academic community shall not be abridged by special restrictions or censorship on publications, speakers or broadcasting. Any student group shall be allowed to invite and hear any person of its own choosing. Those procedures required by the institution before a guest speaker appears on campus should ~~insure~~ ensure orderly scheduling of facilities and adequate preparation for the event. The event should be conducted in a manner appropriate to an academic community. The institutional control of campus facilities should not be used as a device of censorship.

It should be made clear to the academic and larger communities that sponsorship of events and speakers does not necessarily imply approval or endorsement of the views or actions by either the sponsoring group or the University. Participation in the exchange of ideas through these media is a normal expectation of the academic community.

b. Student Government

Students should be free, individually or collectively, to express their views on issues of institutional policy and on matters of general interest to the student population. The students should have clearly defined means to participate equitably in the formulation of institutional policies and procedures which affect student life. Student government is the principal agency for student participation in the decision-making process of the University.

c. Student Organizations

Students bring to the campus a variety of interests and can be expected to develop new interests as members of the academic community. They should be free to organize and join associations to promote their common interests, provided those associations are not likely to materially and substantially disrupt the operation of the University. Students should be able to participate in those organizations provided they meet the membership requirements set up by the organization; in no instance will these criteria for membership violate the University's non-discrimination policy.

Reference: BRUN, Minutes, 39, p. 18 (June 19, 1968).
BRUN, Minutes, 31, p. 191 (November 17, 1969).
See also, Bylaws BRUN (1973+), s. 5.10.
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-5.1.3 University Right to Change, Discontinue Programs

Acceptance of registration by the University of Nebraska and admission to any educational program of the University does not constitute a contract or warranty that the University will continue indefinitely to offer the program in which a student is enrolled. The University expressly reserves the right to change, phase out, or discontinue any program.

The listing of courses contained in any University bulletin, catalog, ~~or~~ schedule, or web/social media site is by way of announcement only and shall not be regarded as an offer of contract. The University expressly reserves the right to (1) add to or delete courses from its offerings, (2) change times or locations of courses or programs, (3) change academic calendars without notice, (4) cancel any course for insufficient registrations, or (5) revise or change rules, charges, fees, schedules, courses, requirements for degrees and any other policy or regulation affecting students, including, but not limited to, evaluation standards, whenever the same is considered to be in the best interests of the University.

Reference: BRUN, Minutes, 51, p. 43, (June 8, 1985).

RP-5.1.4 Policy on the Baccalaureate Degree

1. Purpose

The University of Nebraska adopts the following policy to ensure that students have the opportunity to graduate in four years, if they take 15 hours in each of eight semesters.

2. Policy

The University of Nebraska baccalaureate degree shall require 120 credit hours.

3. Exceptions to the Policy

a. Exceptions to exceed the 120 hour baccalaureate degree shall be approved by the Executive Vice President and Provost and reported to the Board of Regents if any of the following criteria are documented.

1) Professional accreditation requires more credits for licensing than can be completed to meet standard graduation requirements.

2) A degree is governed by State requirements for certification that require more than 120 hours to meet standard graduation requirements.

3) The degree is defined as a five-year degree.

b. Any other exception to the 120 credit hours baccalaureate degree must be approved by the Board of Regents of the University.

4. Procedure

This policy will be required for students first entering the University in the fall of 2012. Students previously enrolled may be eligible for the 120 hour degree option.

Reference: BRUN, Minutes, 70, p. 34, (September 9, 2011).

RP-5.2 Admissions

RP-5.2.1 Admission Standards

1. Overview of Entrance Requirements

Entrance requirements have been divided into two sections described in detail below. In addition to being graduates of an accredited high school, or equivalent, students planning to matriculate at UNK, UNL and UNO must take a core of selected high school courses spread over a number of disciplines. Additionally, these students are required to meet performance criteria by being in the top half of their graduating class or meet certain performance criteria, based on scores on national examinations or a cumulative high school GPA. The entrance requirements incorporate a process for admitting students who do not meet one or more of the admission criteria, yet show promise of academic success.

2. Core Course Requirements

a. English - 4 units - All units must include intensive reading and writing experiences. Innovative interdisciplinary courses and courses in speech and journalism may be substituted if they include substantial amounts of reading and writing.

b. Mathematics - 3 units - Algebra I, algebra II and geometry.

c. Social Studies - 3 units - One unit drawn from American and/or world history; one additional unit drawn from history, American government, and/or geography; and a third unit drawn from any social science discipline.

d. Natural Sciences - 3 units - At least two units selected from biology, chemistry, physics, and earth sciences. One of the above units must include laboratory instruction.

e. World Language - 2 units - For colleges that require world language, both units must be in the same language. Students who do not take two years of world language in high school may still qualify for admission to colleges without a world language requirement.

f. Additional Academic Requirements - 1 unit

For UNK and UNO, the unit can be chosen from any academic discipline (preferably mathematics).

For UNL, the unit must be a Mathematics unit that builds on a knowledge of algebra. It is not required that all students take a trigonometry or pre-calculus course for their fourth unit of mathematics. Other mathematics courses that build on two years of algebra (courses in statistics or discrete mathematics, for example) may be taken to satisfy this requirement.

g. Total Units - 16 total units required - A unit is a Carnegie Unit, comprising high school study for a period of one year. Equivalent requirements or competencies may be substituted, with the approval of the appropriate University campus.

3. Performance Requirements

In addition to meeting the above core course requirements, students seeking admission to UNK, UNL or UNO shall:

a. Be ranked in the 50th percentile or higher of their graduating class in an accredited high school; or

b. Have received an ACT composite score of 20 (enhanced) or greater, or its SAT equivalent as determined by the Executive Vice President and Provost; or

c. Have earned a minimum of 3.00 cumulative high school GPA at the conclusion of their sixth semester of high school or later.

4. Admission of Students

Students seeking admission to any campus of the University will have their academic records reviewed. These reviews will result in one of the following decisions:

a. Assured Admission of Students. High school graduates who meet the above criteria (successful completion of the 16 units of core courses and satisfaction of the performance requirement) will be assured of admission as an undergraduate to UNL, UNO, or UNK.

High School graduates, or students who have completed their General Education Diploma (GED), who also have submitted ACT, SAT, Accuplacer, or ASSET scores, will be assured admission to the Nebraska College of Technical Agriculture (NCTA). Direct enrollment to college-level courses at NCTA will depend upon an assessment of student academic preparedness.

b. Admission of Students on the Basis of Special Merit. Applicants who do not qualify for assured admission by meeting all entrance criteria will automatically be considered for full admission to the University on the basis of special merit. The process by which these students are considered and admitted to a given campus is the responsibility of that particular campus. However, each campus will assure that the process will make provisions for a variety of circumstances, including, but not necessarily limited to, allowance for the special consideration to be given to: non-traditional students; returning adult students; students educated at home schools; students who do not meet the required performance criteria but who have performed at a high level of accomplishment towards the conclusion of their high school careers; students with special talents; and

students who can demonstrate experience gained from meaningful prior work; students from low socioeconomic backgrounds; and first-generation college students. Such students will be encouraged to provide evidence of their ability to do university level work. It must be emphasized that students once admitted through this process will be considered fully admitted and will not be considered by the University to have a provisional status. However, some students may be admitted with requirements to complete specific courses and use academic support and student success programming to compensate for having not completed all of the required core courses, performance requirements or equivalent educational attainments. It is anticipated that no more than 25 percent of the first-time traditional freshman students would be admitted on the basis of special merit. The campuses will report annually on the percent of first-time traditional freshman students who were admitted on the basis of special merit.

c. Admission of Transfer Students. Students who transfer to the University of Nebraska with 24 or more credit hours of transfer~~r~~able coursework will not be required to have met the core course requirements, either in high school or in their previous postsecondary studies. Each campus will determine how deficiencies in the prior record of these students will be satisfied.

d. Deferred Admissions. Some students may need additional preparation prior to attending the University of Nebraska. These students will have their admission deferred and will be encouraged to attend another postsecondary institution, such as NCTA or a community college, in order to deal with deficiencies identified in their prior academic preparation.

5. Veteran Promise

In accordance with the Nebraska Veteran Promise Act, eligible military students and eligible veteran students who otherwise meet the admission requirements for the University campus to which they are applying shall be automatically accepted for enrollment as an undergraduate student in virtual or in-person courses and programs.

a. An “eligible military student” is a student who:

1) graduated from a Nebraska high school on or after January 1, 2002;

2) signed enlistment papers to serve in a uniformed service; and

3) at the time of application, either is serving in such uniformed service under a six-year obligation or has served as least two years of active duty in such uniformed service and is serving in such uniformed service or another uniformed service.

b. An “eligible veteran student” is a student who:

1) either graduated from a Nebraska high school on or after January 1, 2002, or graduated from a high school in another state on or after January 1, 2002, and served in a uniformed service while assigned to a location in this state;

2) signed enlistment papers to serve in a uniformed service;

3) received either an honorable discharge or a general discharge under honorable conditions from a uniformed service.

c. “Uniformed service” means an active or reserve component of:

1) The Army, Navy, Air Force, Marine Corps, Coast Guard, Merchant Marine, or Space Force of the United States;

2) The Commissioned Officers Corps of the National Oceanic and Atmospheric Administration or the Public Health Service of the United States; or

3) The Nebraska National Guard.

Reference: BRUN, Minutes, 58, pp. 12-15 (January 16, 1993).
BRUN, Minutes, 74, p. 32 (September 16, 2016).
BRUN, Minutes, 76, p. 3 (February 7, 2020).
BRUN, Minutes, 76, p. 141 (February 11, 2022).
BRUN, Minutes, 76, p. 267 (February 9, 2024).
Corporation Secretary Revision (February 26, 2024).
BRUN, Minutes, 77, p. 23 (April 11, 2025).

RP-5.2.2 Records of Transfer or Continuing Studies Students

Each major administrative unit of the University will, upon request by a transfer or continuing student, maintain a record of all credit earned by that student at any Nebraska independent college, technical community college, state college, or other major administrative unit of the University. Credits recorded under this policy will be evaluated for applicability to the student's program by the appropriate academic officers of the major administrative unit in which the student is enrolled.

Reference: BRUN, Minutes, 38, p. 6 (January 18, 1975).

RP-5.3 Disciplinary Procedures

RP-5.3.1 Failure to Pay Financial Obligations

Failure by a student to pay a financial obligation owing to the University or to any department, division, or agency thereof, will result in denial of readmission, denial of registration for ensuing terms, withholding of diplomas, and, in addition, may result in disenrollment until such debt ~~be~~is paid in full. The CAO/Chancellors are hereby authorized to promulgate specific policies on each campus to enforce the provisions of this section; denial of transcripts or grade reports is not authorized.

Reference: BRUN, Minutes, 45, p. 326 (May 16, 1981).
BRUN, Minutes, 76, p. 304 (June 20, 2024).

RP-5.3.2 Recordings and Commercial Distribution of Course Notes

As part of the education and learning experience, students routinely take notes in the courses in which they are enrolled. With the permission of the instructor(s), an enrolled student may also make audio, ~~and/or~~ audiovisual records, or transcriptions of a course presentation. These notes and records may be used for the purposes of individual or group study so long as such use is non-commercial. Whereas, the University has the authority (1) to regulate the nature of the commercial activity which takes place on its premises and/or with the use of its resources, and (2) to protect its intellectual property, as well as that of its faculty and employees; no person may provide for the commercial distribution of course notes or records, without the express permission of the campus' Vice Chancellor for Academic Affairs and the course instructor(s). Any student engaging in such prohibited commercial activity shall be deemed to have committed an act of misconduct in violation of the Student Code of Conduct and shall be subjected to such discipline as may be sanctioned under the provisions of the Code.

In accordance with Section 5.4 of the *Bylaws of the Board of Regents*, each campus' administration is authorized to include "the impermissible commercial distribution of course notes and recordings" as a defined act of misconduct under its Student Code of Conduct.

Notwithstanding the foregoing provisions, a faculty member may arrange for the distribution of the faculty member's own class materials (such as lecture notes), provided such distribution is consistent with Section 3.11 of the *Bylaws of the Board of Regents*.

In no way shall this policy be interpreted so as to prohibit the furnishing of a reasonable accommodation to a person with a disability.

Reference: BRUN, Minutes, 63, p. 52 (June 17, 2000).

RP-5.3.3 Procedures for Student Sexual Harassment Complaints

University of Nebraska Procedures for Student Sexual Misconduct Complaints, adopted October 28, 2011, BRUN, Minutes, 70, p. 42, is repealed.

Reference: BRUN, Minutes, 70, p. 42 (October 28, 2011).
BRUN, Minutes, 72, p. 42 (May 30, 2014).
BRUN, Minutes, 76, p. 28 (August 14, 2020).

RP-5.4 University Housing

RP-5.4.1 University Housing

Each campus CAO/Chancellor shall have responsibility for the development and application of policies relating to the operation of University housing and any other student residence units which operate as approved University housing. Such policies shall have as one objective the maintenance of reasonable rates for room and board charges subject to approval of the Board of Regents and shall ~~insure~~ ensure maximum occupancy. The safety of students in recognized University housing is of paramount importance; operation of University housing shall provide a safe and secure environment for student residents. Policies shall also assure that there are appropriate visitation hours and quiet hours so as to not impinge upon the privacy of students unnecessarily. Provision should be made for the imposition of sanctions on students who violate campus policy in regard to student housing. Room and board contracts shall be in a ~~written~~ form approved by University Counsel.

Reference: BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-5.5 Student Communications

RP-5.5.1 Guidelines for the Student Press

1. A clear distinction must be made between news accounts, headlines, news pictures and features, ~~on the one hand,~~ and editorial comment, columns, critical reviews or other kinds of writer opinion~~, on the other hand~~.

2. The journalist's role as a chronicler and contemporary historian are indissolubly linked to the role of teacher and interpreter.

3. A journalist must never use his or her power for any purpose except the public interest. A journalist must never use his or her power for any selfish or otherwise unworthy purpose.

4. The newspaper's coverage of its community must be fair and as complete as resources permit, catering to no special interest or cause.

5. Sincerity, truthfulness, accuracy and objectivity are paramount. Objectivity must be the goal of every journalist, even though complete lack of bias is difficult to achieve. An effort to achieve fairness, not only in coverage but also in position and display, is part of the journalist's obligation.

6. All sides of any significant issue must be covered faithfully.

7. The readership must be offered an opportunity to answer editorial opinions.

8. A significant mistake must be corrected with reasonable prominence and promptness upon discovering it.

9. In fairness, charges affecting the character or reputation of a person or an institution should not be published without attempting to obtain a response from those who are the subject of the charge. If the person or institution does not choose to respond, that decision should be reported. If the person or institution chooses to respond later, space should be afforded.

10. Ideas can be conveyed and news can be reported accurately and honestly in most cases without the use of pictures, words, or descriptions that a significant portion of the readership finds offensive. Tastefulness is a part of the trust a journalist holds.

Reference: BRUN, Minutes, 45, pp. 166-167 (January 16, 1981).

RP-5.5.2 Publications Committee

1. Membership and Authority

The publications committees on each campus will be made up of nine (9) members. There will be five (5) students, two (2) faculty members, and two (2) professional journalists from outside the University. In addition, a professional journalist from outside the University will be hired as a part-time advisor. The advisors will serve as executive secretaries of the publications committees. They will be responsible for agendas and minutes and will provide advice during meetings, but will not vote.

The committees' members will be selected as follows:

On each campus the faculty members of the publications committee will be selected by the campus CAO/Chancellor from a list approved by the faculty senate. The student members of the publications committee will be selected by the campus CAO/Chancellor from a list approved by the student senate. Each list must contain a minimum number of nominees equal to two times the number of positions to be filled in the corresponding category. The CAO/Chancellor may request additional names from the faculty and student senates if the CAO/Chancellor feels it is necessary. Student members of the publications committee will serve one-year staggered terms. By November 1 of each year, as a result of the foregoing process, three students will be appointed to serve on the publications committee starting January 1. By April 1 of each year, also as a result of the foregoing process, two students will be appointed to serve on the publications committee starting July 1.

Faculty members of the publications committee will serve three-year staggered terms. By November 1, 1981, and by November 1 of every third year thereafter, as a result of the foregoing process, one faculty member will be appointed to the publications committee, starting January 1, 1982, and January 1 of every third year thereafter. By April 1, 1983, and by April 1 of every third year thereafter, as a result of the foregoing process, one faculty member will be appointed to the publications committee, starting July 1, 1983, and by July 1 every third year thereafter.

The two professional journalists on the publications committee will be selected by the campus CAO/Chancellor to serve three-year staggered terms.

All applicants to the publications committee will be required to submit a statement outlining possible conflicts of interest. Such a statement will include those conflicts specifically mentioned in these guidelines as well as any other potential conflicts of interest.

In filling scheduled vacancies, the student senate and faculty senate will provide their nominations to the CAO/Chancellor at least 10 days before the above deadlines. The CAO/Chancellor will have 10 days to make the appointments unless the CAO/Chancellor requests additional names from the student senate or the faculty senate.

In filling unscheduled vacancies, the student senate and the faculty senate will provide their nominations within 20 days of the vacancy. The CAO/Chancellor will have 10 days to make the appointments unless the CAO/ Chancellor requests additional names from the student senate or the faculty senate.

In the event the faculty senate or the student senate cannot be in session, such as certain periods during the summer, the nominating process must start as soon as the appropriate body is back in session.

If vacancies result in the publications committee not having enough members to constitute a quorum, the publications committee's executive will be empowered to act for the entire publications committee.

2. Persons Prohibited to Serve

All nominations to the publications committee will be subject to the following prohibitions:

No member of the Board of Regents, the faculty senate, or the student senate or any successor to those bodies, and no elected or appointed executive officer of the University administration, campus-wide faculty government, or campus-wide student government, shall be a member of the publications committee until one year has expired since the termination of any such office.

No unsuccessful, declared candidate for the Board of Regents, the faculty senate, or the student senate, or any successor to those bodies, and no unsuccessful, declared candidate for any other campus-wide faculty government, or campus-wide student government office shall be permitted to be a publications committee member until four months have expired since the time his or her candidacy has ended.

Members of the staffs of the student newspapers are prohibited from serving concurrently on the student senates. Members of the staffs of the student newspapers also are prohibited from serving concurrently on the publications committee.

No member of a campus body responsible for allocating student fees to one of the newspapers shall be a publications committee member. No unsuccessful candidate for such a position shall be permitted to be a publications committee member until four months have expired since the time his or her candidacy has ended.

3. Liaison with Board of Regents

Each publications committee chair and each campus CAO/Chancellor also will be designated to provide jointly the liaison between the publications committee and the Board of Regents. It is recommended that the CAO/Chancellor and the publications committee chair arrange for periodic informational meetings of representatives of the publications committee and the representatives of the Board of Regents.

4. Avoidance of Conflict of Interest

To preserve the independence of the campus press, it is vital that members of the publications committee avoid conflicts of interest. It would be impossible to cover all potential conflicts of interest. The objective is to prevent publications committee members and others from exercising undue and/or improper influence on the campus press. There are myriad personal and organizational relationships that might lead to a conflict of interest. However, that conflict might not be serious enough to disqualify a candidate. In such cases it may be sufficient to anticipate and state the potential conflict of interest. Then, the concerned committee member could be eliminated from the discussions and decision making of that particular point.

We have listed some specific conflicts that do lead to disqualification, but the list should not be interpreted as all-inclusive. In order to fulfill the intent of these guidelines, applicants, persons involved in the selection process, publications committee members, and newspaper staff members are obliged to be familiar with these guidelines.

The burden of policing the conflicts of interest on the part of the publications committee member applicants must rest with the faculty senate, student senate, CAO/Chancellor and the applicants themselves. Furthermore, staff members of the campus publications should also avoid conflict of interest. Responsibility of policing staff conflicts of interest must rest with the editors and publications committee.

Once appointed the publications committee members will elect a chair to preside at meetings, and a vice-chair to preside in the former's absence.

Ex-officio members may be selected by the committees. It is recommended that the ex-officio members include a representative from the office responsible for the money and bookkeeping for the student publications.

The committees will meet as necessary, but no less often than quarterly. The committees' duties will include hiring and firing, if necessary, of the editors, business managers, and/or advertising managers of student publications under the committee, approval of major business and legal matters, and judgment of matters involving the code of ethics. This is not meant to limit the committees' interests. It is meant, however, to encourage the committee members to concern themselves only with major decisions so that they can more properly fulfill their publisher's role as gatekeeper of the code of ethics.

5. Executive Board and Advisor

Each publications committee will appoint an executive committee to help with routine problems. The publications committees will determine the membership of the executive committees, but it is recommended that they include two (2) student members of the publications committee, one (1) faculty member, and the professional advisor.

On a day-to-day basis, the advisor is to assist the editors and their staffs. The advisors will have no censorship powers and will offer prepublication advice only when it is sought by the editors. The advisors should offer post-publication criticism. The advisors will be responsible for calling ethical questions to the attention of the publications committees. The advisors also will arrange for and prepare the agenda of committee meetings. The advisors will be prepared to provide background information and to make personnel recommendations to the committees. The Regents will direct the source of the advisor's salary.

Reference: BRUN, Minutes, 45, pp. 166-167 (January 16, 1981).

RP-5.6 Campus Speakers

RP-5.6.1 Sponsorship of Speakers with Student Fees

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

1. The purpose of a speakers program is to advance the educational mission of the University by putting before the University community a broad range of ideas on a variety of contexts and is not to advance any particular viewpoint.

2. In deciding how to allocate limited funds for campus speakers, a student organization may consider: (a) the extent to which the speaker's intended message advances the educational mission of the University; (b) the overall breadth of topics covered by speakers on campus in the year in which the speaker would speak and the three prior academic years, with the goal of covering a broad range of topics; (c) if applicable, the academic reputation of the speaker and the quality of the speaker's academic or other published work; (d) the level of student interest in having the speaker come to campus: (e) the University's ability to ensure the safety of the speaker, students, and other persons; (f) any potential for damage to property; and (g) the cost of bringing the speaker to campus. The student organization may not consider the speaker's point of view on any issue in deciding whether or not to bring the speaker to campus and must comply with all applicable constitutional requirements.

3. The student government of each University campus shall develop and implement policies and procedures that (a) ensure compliance with this Policy; (b) set forth other written criteria not inconsistent with the Policy for the allocation of student activity fees to pay for speakers; (c) require the creation and preservation of a verbatim record of student fee funding deliberations by student organizations; (d) require that the reasons for the grant or denial of a funding request be made in writing; (e) provide a mechanism for avoiding conflicts of interest in student fee funding decisions; and (f) establish an appeal process in cases where it is alleged that a funding decision was not made in a viewpoint-neutral manner, including a final appeal to the campus CAO/Chancellor.

4. Student programming organizations shall organize internal committees with ongoing responsibility to make student fee funding decisions in compliance with this Policy and applicable law.

5. In considering an appeal of a student organization's funding decision, the person or body deciding the appeal may weigh all the factors in RP-5.6.1(2) as though the consideration of the question had come before it in the first instance and shall resolve the appeal in accordance with this Policy.

6. All speaker programs, regardless of the viewpoint of the speaker, will be administered in the same way.

7. All students are encouraged to join their programming groups and/or give their input to the speaker selection on their campus.

Reference: BRUN, Minutes, 44, p. 18 (November 16, 1979).
See also, Bylaws BRUN (1973+), s. 5.11.
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 76, p. 184 (December 2, 2022).

RP-5.7 Tuition

RP-5.7.1 Residency Determination for Tuition Purposes

1. Preamble

Pursuant to Article VII, Section 10 of the Constitution of the State of Nebraska, and Neb. Rev. Stat., §§ 85-501 and 85-502, the University has been authorized to develop regulations and make determinations regarding Nebraska residency for tuition purposes. These regulations provide the basis upon which University staff shall determine, on a uniform intercampus basis, whether an individual qualifies as a Nebraska resident for tuition purposes.

It should be emphasized that the statutes provide a set of minimum standards which will govern a determination of resident status for tuition purposes only. In some instances it will possible that an individual may qualify as a "resident" of Nebraska for one purpose (such as securing a Nebraska driver's license) and still not meet the standards established by the Board of Regents for resident tuition status. Individuals seeking a Nebraska residency determination for tuition purposes should, therefore, carefully study all aspects of the law and these regulations before seeking resident tuition status.

These regulations require that a determination of resident status be made "at the time of each registration." In addition, state law guarantees that once an individual has been enrolled at the University or one of the Nebraska state colleges as a resident student, he or she shall be afforded that privilege during the balance of that and any subsequent enrollments at the University, provided the student is readmitted within a two year time period.

It should be noted that an individual who moves to Nebraska primarily to enroll in an institution of higher education of the state is presumed to be a non-resident for tuition purposes for the duration of his or her attendance at the University.

Individuals seeking to establish resident status for tuition purposes who are subject to the 12 months minimum requirement must have established a home in Nebraska at least 12 months prior to the time they request a determination of residency. In addition, they must also initiate the various other domiciliary contacts which will support their application within a reasonable period of time after they have established their domicile in Nebraska. That is, it will not be sufficient to show only that they have established a home in Nebraska for 12 months. They will also be expected to demonstrate that the supporting contact points, such as a Nebraska driver's license and Nebraska checking or savings accounts, have also been held for a reasonable period of time.

Individuals seeking a resident student determination for tuition purposes will be required to sign a notarized affidavit attesting to the truth of their statements. If it is subsequently determined that an individual has falsified such a statement, he or she may be subjected to disciplinary action by the University before the individual will be permitted to continue with his or her studies at the University. Such disciplinary action will be determined on an individual basis, and may include measures such as disciplinary probation or suspension, expulsion from the University, or a requirement that the individual reimburse the University for the difference between the tuition paid and nonresident tuition rate.

2. Definitions

For the purpose of these regulations, the following definitions shall apply:

a. Resident Fees shall mean the resident tuition rate set by the Board of Regents applicable to the academic program in which an individual intends to enroll.

b. Non-Resident Fees shall mean the nonresident tuition rate set by the Board of Regents applicable to the academic program in which an individual intends to enroll.

c. Legal Age shall be the age of majority set by Nebraska statute.

d. Emancipated Minor shall mean an individual who by virtue of marriage, financial status, or for other reasons, has become independent of his or her parents or guardians.

e. The phrase "established a home" shall mean that an individual continuously maintains a primary place of residence in Nebraska where the individual is habitually present.

f. Legal Residence shall mean the place of domicile or permanent abode as distinguished from temporary residence.

g. Dependent refers to a person who is claimed as a dependent or an exemption for federal income tax purposes by a parent, guardian, or spouse.

3. Resident Tuition Categories

An individual will qualify as a resident of the State of Nebraska for tuition purposes at the University of Nebraska if, prior to the commencement of the term for which residency is sought, he or she meets the standards set forth in any one of the following categories:

a. A person of legal age or an emancipated minor who for a period of 12 months has established a home in Nebraska where he or she is habitually present, and verified by documentary proof that he or she intends to make Nebraska his or her permanent residence.

1) In addition to documentation of occupancy of a home or residence in Nebraska for the previous period of 12 months, intent to make Nebraska a permanent residence may be demonstrated by factors including, but not limited to, the following:

a) a current Nebraska driver's license;

b) documentation that the individual is registered to vote in Nebraska;

c) a current Nebraska automobile registration in the individual's name;

d) documentation of individual checking or savings accounts maintained with a Nebraska financial institution;

e) documentation of current employment in Nebraska, and withholding of Nebraska income tax;

f) copies of the provisions of an individual's most recent state income tax return indicating a Nebraska taxpayer status.

2) An individual who moves to Nebraska primarily to enroll in an institution of higher education of the state is presumed to be a non-resident for tuition purposes for the duration of his or her attendance at the University.

3) An individual claiming Nebraska resident status under this section will not be granted such a determination if he or she has claimed resident status in any other state within 12 months of requesting Nebraska resident status.

b. A minor whose parent, parents, or guardian have established a home in Nebraska where such parent, parents, or guardian are habitually present with the bona fide intention of making Nebraska their permanent place of residence.

1) For the purpose of this section, an individual shall be required to present documentary proof that his or her parent, parents, or guardians have established a home in Nebraska. Such proof shall consist of the following:

a) documentation that the parent or guardian has established a home in Nebraska;

b) documentation that the individual seeking a resident tuition determination is a dependent for federal income tax purposes of the parent or guardian who has established a home in Nebraska; and

c) other supporting documents of the parent or guardian's Nebraska residency including, but not limited to, the following factors:

i. a current Nebraska driver's license;

ii. documentation that the individual is registered to vote in Nebraska;

iii. a current Nebraska automobile registration in the individual's name;

iv. documentation of individual checking or savings account maintained with a Nebraska financial institution; or

v. documentation of current employment in Nebraska.

2) For purposes of this section, an individual, once enrolled as a resident student, whose parent, parents, or guardian have previously established a home in Nebraska, as documented through evidence such as that outlined in section 3b(1) above, shall continue to be classified as a resident for tuition purposes if the parent, parents, or guardian upon whom he or she remains dependent move from the state.

3) There shall be no minimum period of residence for the parent or guardian under this subsection b.

c. A person of legal age who has established a home in Nebraska and is a dependent for federal income tax purposes of a parent or former legal guardian who has established a home in Nebraska.

1) For the purposes of this section, an individual shall be required to present the following:

a) documentation that both he or she and the parent or former guardian have established a home in Nebraska. Such documentation shall be the same as that required under section 3b(1) above; and

b) documentation that he or she is, for federal income tax purposes, the dependent of the parent or former guardian for the most recent tax year.

2) There shall be no minimum period of residence under this subsection c.

d. A person who has married a resident of Nebraska.

1) For the purpose of this section, an individual shall be required to verify that he or she is married to an individual who, prior to the marriage, had already established a home in Nebraska. Such verification shall consist of:

a) a valid marriage license; and

b) documentation of his or her spouse's Nebraska resident status, as required in section 3a(1) above.

e. Except as provided below in Section 3(h), a person who is an alien and has applied to or has a petition pending with the United States Citizenship and Immigration Service to attain lawful status under federal immigration law and has established a home in Nebraska for a period of at least 12 months where he or she is habitually present with the bona fine intention to make this state his or her permanent residence.

1) For the purposes of this subsection, an individual will be required to present documentation that he or she:

a) has been a resident of the State of Nebraska for a period of at least 12 months, verified as required in section 3a(1) above; and

b) is a holder of a permanent resident alien, asylee, or refugee status.

f. A person who is able to verify that he or she is a staff member with at least a .5 FTE appointment, or the “spouse,” “Adult Designee,” a “dependent child,” or “dependent child of the Adult Designee” (as those terms are defined by the Board of Regents), of such a staff member of the University of Nebraska, one of the Nebraska state colleges, or one of the community college areas.

g. A person who is a member of either the armed forces (as defined in title 10, section 101 of the United States Code) or the Foreign Service (as defined in section 103 of the Foreign Services Act of 1980) and who is on active duty for a period of more than thirty (30) days and whose domicile or permanent duty station is in Nebraska, or who is a spouse or dependent of such member of the armed forces or the Foreign Service..

1) Members of either the armed forces (Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard) or the Foreign Service will be granted resident tuition status if they can verify that:

a) they are on active duty for a period of more than thirty (30) days; and

b) their permanent duty station is in Nebraska, or

c) they maintain as their permanent home of record in Nebraska.

2) Spouse and dependents of a member of the armed forces or the Foreign Service will be granted resident tuition status if they can verify that they are a spouse or dependent, for federal income tax purposes, of an individual meeting the qualifications outlined in section 3g(1) above.

3) Once a member of the armed forces or the Foreign Service, or their spouse or dependent, qualify for resident tuition status under this section, they will continue to be eligible for in-state tuition throughout the time they remain continuously enrolled at the University of Nebraska even if the member’s permanent duty station is changed to a location outside the state of Nebraska.

4) There shall be no minimum period of residence under this section.

h. A person who resided with his or her parent, guardian, or conservator while the person was attending a public, private, denominational, or parochial high school in this state or a school in this state which elects pursuant to Neb. Rev. Stat. § 79-1601 not to meet accreditation or approval requirements and:

1) graduated from a public, private, denominational, or parochial high school in this state, completed the program of instruction offered by a school which elects pursuant to Neb. Rev. Stat. § 79-1601 not to meet accreditation or approval requirements, or received a diploma of high school equivalency issued pursuant to Neb. Rev. Stat. § 79-730;

2) resided in this state for at least three years before the date the student graduated from high school, completed the program of instruction, or received the diploma of high school equivalency;

3) registered as an entering student in a state postsecondary education institution not earlier than the 2006 fall semester; and

4) provided an affidavit stating that he or she will file an application to become a permanent resident at the earliest opportunity he or she is eligible to do so.

If the parent, guardian, or conservator with whom the student resided ceases to reside in this state, such student shall not lose his or her resident status under this subsection if the student has a bona fide intention to make this state ~~his or her~~their permanent residence, supported by documentary proof as required in section 3a(1) above.

i. A person who has been enrolled at the University or one of the Nebraska state colleges as a resident student, shall be afforded that privilege during the balance of that and any subsequent enrollments at the University, provided the student is readmitted within a two year time period.

j. Members of Native American Tribes that are indigenous to or have historically migrated to or from the State of Nebraska.

k. A person who, because of his or her special talents and skills, was recruited to Nebraska for full-time employment in the state, or was transferred to Nebraska by a business entity, and the spouses or dependents of such a person, shall be exempted from the 12-month domicile rule.

l. A person who has been honorably discharged from the United States armed services shall be exempted from the 12-month domicile rule if he or she is a graduate of a Nebraska high school and has established a home in Nebraska with the intent to make Nebraska a permanent residence demonstrated by documentation as required under section 3a(1) above.

m. A person who enrolls in the University of Nebraska and who is a veteran as defined in Title 38 of the United States Code and was discharged or released from a period of not fewer than ninety days of service in the active military, naval, or air service, a spouse or dependent of such a veteran, an eligible recipient entitled to educational assistance of such a veteran as provided in 38 U.S.C. 3311 (b)(9), as such section existed on January 1, 2019, or entitled to rehabilitation pursuant to 38 U.S.C. 3102(a), as such section existed on January 1, 2019, if the person is registered to vote in Nebraska and demonstrates objective evidence of intent to be a resident of Nebraska, except that a person who is under the age of eighteen is not required to register to vote in Nebraska.

1) For the purposes of this section, objective evidence of intent to be resident of Nebraska includes a Nebraska driver's license, a Nebraska state identification card, a Nebraska motor vehicle registration, or documentation that the individual is registered to vote in Nebraska.

2) For purposes of this section, a person who is an eligible individual under 38 U.S.C. 3679(c)(2), as such section existed on January 1, 2015, or who is a spouse or dependent of such a veteran under eighteen years of age is not required to register to vote in Nebraska.

n. A person currently serving in the Nebraska National Guard.

o. A person who is qualified for a national service educational award or summer of service educational award from the National Service Trust pursuant to 42 U.S.C. 12602, as that section existed on January 1, 2021.

4. Non-Residents Who Pay Nebraska Income Tax

A person, who resides outside of Nebraska but pays Nebraska income tax, and the spouses or dependents of such a person, is entitled to tuition credit upon documented evidence of such payment to the State. The tuition credit granted shall equal the amount of Nebraska income tax paid for the immediately preceding calendar year except that the remaining obligation cannot be less than the amount of the resident tuition.

5. Affidavit

Individuals requesting resident tuition status shall be required to complete a notarized affidavit outlining the reasons under which they believe that they qualify and attesting to the accuracy of their statements. Completion of a falsified affidavit shall subject the individual to possible University disciplinary action.

6. Appeals

An individual who believes that he or she has been incorrectly denied a resident tuition determination may appeal that decision through channels established by the CAO/Chancellor of the campus where the adverse decision was made. The decision by the CAO/Chancellor or his or her designee shall be final in any such appeals.

7. Severability

If any section of these regulations or any part of any section shall be declared invalid or unconstitutional, such declaration shall not affect the validity or constitutionality of the remaining portions thereof.

Reference: BRUN, Minutes, 59, p. 56 (April 30, 1994).
BRUN, Minutes, 66, p. 27 (June 15, 2006).
BRUN, Minutes, 66, p. 42 (July 28, 2006).
BRUN, Minutes, 68, p. 41 (September 4, 2009).
BRUN, Minutes, 71, p. 65 (March 15, 2013). Corporation Secretary Revision: Amended in accordance with authority granted to the ~~President~~CEO/President in agenda item IX-B-6 on June 8, 2012.
BRUN, Minutes, 72, p. 30 (May 30, 2014).
BRUN, Minutes, 73, pp. 57-58 (December 3, 2015).
BRUN, Minutes, 74, p. 12 (March 31, 2017).
BRUN, Minutes, 76, p. 141 (February 11, 2022).

BRUN, Minutes, 76, p. 161 (June 23, 2022).

RP-5.7.2 Differentiated Graduate Tuition

The tuition rate for graduate credit hours should be at a level that is approximately 25% above that charged for undergraduate credit hours.

Reference: BRUN, Minutes, 45, pp. 75-76 (October 17, 1980).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-5.7.3 Tuition Refund Schedule

The tuition refund schedule for traditional Fall and Spring semesters throughout the University System is:

All Students	Percent of Full Fee Due
First Week*	100%
Second Week	75%
Third Week	50%
Fourth Week	25%
Fifth Week	0%

* In the event of withdrawal or cancellation the campuses may, at their option, refund all or a part of the pre-registration deposit.

Pre-session or summer session refunds vary; students should consult campus websites for more information.

Reference: BRUN, Minutes, 38, p. 108 (April 19, 1975).

RP-5.7.4 Tuition Level Guidelines

Guidelines for setting tuition levels throughout the University include

1. Tuition increases are to be considered when increases in educational costs or reductions in other support justify such an increase, or to address specific educational initiatives. Tuition increases, in balance with other revenue sources, should strive to mirror increases in inflationary costs.

2. Tuition levels in the University of Nebraska should balance educational quality with access.

3. The tuition increase rates should take into account existing tuition levels and proposed increases at peer universities, including those of regional institutions.

4. Graduate tuition level should ordinarily be greater than undergraduate tuition level.

5. The State of Nebraska should maintain a reasonable share of the cost of education for all students.

6. Every effort should be made to ensure that need-based financial aid continues to be available as tuition is increased.

7. Ordinarily nonresident students should pay a larger share of instructional costs than resident students, unless they are part of special programs such as the Midwest Compact program or a tuition waiver program.

8. Tuition levels should also take into account the need for access to under-represented groups including those identified in RP 5.2.1 eligible for special merit consideration to enhance the mission of the University.

9. Tuition levels reflect the missions of the campuses.

10. Differential Tuition Rates: the ~~President~~CEO/President may establish a procedure by which the campuses propose program specific ~~may vary the~~ tuition rate difference from the base rate ~~rate of tuition from that~~ established by the Board. The purpose of such variable rates would be to achieve University goals and objectives. The principles guiding any tuition differential rates shall be as follows:

    a) When possible, tuition rates for individual or specialized programs should be requested and published in conjunction with the annual tuition rate-setting process. Program or degree specific ~~D~~differential tuition rates should take into consideration the goals of tuition policy, educational objectives, efficient use of University resources, entrepreneurial opportunities, and competitive challenges.

    b) Tuition differentials, if any, should be reasonably transparent so that individual students can make informed choices.

    c) For any differential program or degree-specific tuition rates approved by the President in a timeframe outside of the Board's approval schedule, ~~Following each academic year,~~ the Board of Regents will be provided a~~n annua~~l report on the variances so granted ~~to the Board approved rates and the impact of those actions, including any impact on access~~. As long as such programs have rates that differ from the standard graduate or undergraduate rate set by the Board, tuition for such programs should subsequently be included as part of the Board's standard rate-setting process.

    d) Any proposal for a variance should state the specific purpose to be achieved and the means for measuring its effectiveness.

    e) All programs with differential tuition rates will adhere to the University's tuition policy guidelines.

Reference: BRUN, Minutes, p. 217, (December 4, 1993).
BRUN, Minutes, 64, p.124, (June 10, 2005).
BRUN, Minutes, 70, p. 33 (September 9, 2011).
BRUN, Minutes, 77, p. 23 (April 11, 2025).

RP-5.7.5 Tuition Policy

Tuition at the University of Nebraska should be set at a level that: (1) helps sustain and improve the quality of the University, (2) maintains access on the basis of academic qualifications rather than ability to pay, and (3) establishes a fair balance between student contributions to the cost of education and taxpayer support for the State's public university.

The University's budget for academic programs and other activities is supported by State tax revenues and tuition. Because of this relationship, tax support for the University directly affects tuition rates. Accordingly, the administration and the Board of Regents must carefully consider variations in general fund support when setting tuition.

The administration and the Board of Regents shall consider the general financial capabilities of Nebraska students and parents. The University should endeavor to keep tuition at a level that ensures access and affordability. Students should not be prohibited from attending the State's only public university because

of inability to pay. Accordingly, the University shall increase the availability of financial aid based on financial need and academic merit through tuition and other revenue sources.

Reference: BRUN, Minutes, 60, p. 43 (June 10, 1995).
BRUN, Minutes, 64, p.125, (June 10, 2005).

RP-5.7.6 Tuition Policy for Distance Education For-Credit Hours (Repealed)

The policy relating to Distance Education For-Credit Hours, adopted October 23, 1998, BRUN Minutes 62, p. 74, has been repealed.

Reference: BRUN, Minutes, 62, p. 74 (October 23, 1998).
BRUN, Minutes, 68, p. 34 (June 12, 2009).

RP-5.7.7 Tuition Assistance Program

1. Eligibility

The economic benefits of a college education have been well established. Statistics show that students from the poorest backgrounds are many times less likely to enjoy these benefits by earning a bachelor's degree. To help rectify this situation, the University of Nebraska will provide a Tuition Assistance Program to qualified full-time, undergraduate, Nebraska resident students.

The Tuition Assistance Program will cover the cost of up to 30 credit hours in an academic year, but does not include summer sessions. The Tuition Assistance Program does not substitute for but rather supplements existing University of Nebraska need-based aid, which is allocated to students by campus financial aid offices based upon unmet need analyses performed by campus financial aid staff and following federal financial aid guidelines. The form, name, and eligibility detailed criteria of the Tuition Assistance Program may vary from campus to campus.

2. Criteria

In order to receive a Tuition Assistance Program, a student must meet the following criteria:

1. Be a Nebraska undergraduate resident, full-time (greater than or equal to 12 credit hours per semester).

2. Meet university annual guidelines with respect to financial need.

3. Make satisfactory academic progress as defined by the campus for financial aid purposes.

4. Meet general federal financial aid requirements.

5. Each student must maintain a 2.5 minimum grade point average to retain this tuition supplement.

6. If a student drops below 2.5 GPA on a cumulative basis, he/she will be placed on "probation" for the supplement. The student must meet or exceed a 2.5 GPA in the next succeeding semester(s) or summer session(s) attended in order to regain and maintain eligibility for this benefit. This 2.5 GPA will be on a single semester or summer session basis.

7. The 2.5 GPA requirement for this supplemental tuition benefit will begin with the 2005/2006 school year with incoming first-year students and will continue with subsequent entering classes until discontinued by the Board of Regents.

8. The Chancellor of each campus has the right to create and implement an appeals process to deal with extreme circumstances for students who were originally granted this tuition supplement and who subsequently become ineligible.

All scholarship/grant assistance the student receives from all sources, including scholarships received from outside the University of Nebraska, will be taken into account in determining the grant amount necessary to meet the tuition guarantee.

The student and ~~his or her~~their family (in the case of dependent students) must apply for financial aid using the Free Application for Federal Student Aid (FAFSA) by he campus-specific deadline prior to matriculation and each year thereafter ~~April 1 and complete the application process with the University no later than June 1 prior to the commencement of the academic year~~ for which financial aid is sought.

Reference: BRUN, Minutes, 65, p. 25 (April 24, 2004).
BRUN, Minutes, 67, p. 50 (September 5, 2008).

RP-5.8 Student Financial Aid

RP-5.8.1 Use of "Fellow" and "Scholar"

The terms "fellow" and "scholar" are reserved for those honorary appointments that require no service to the University; grants-in-aid to graduate students requiring no service are termed "fellowships," and grants-in-aid to undergraduate students requiring no service are termed "scholarships." Appointments requiring service are termed "graduate assistantships" or "student assistantships."

These definitions do not apply to UNMC; UNMC is nevertheless obligated to inform students if a fellowship or scholarship requires a service expectation.

Reference: BRUN, Minutes, 16, pp. 198-199 (April 20, 1944).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-5.8.2 Tuition Remissions: Graduate Assistants

The tuition remission program provides for the exemption of tuition for twelve credit hours per semester of instruction for all graduate assistants having appointments of one-third or more FTE.

Reference: BRUN, Minutes, 45, pp. 6-8 (October 17, 1980).
BRUN, Minutes, 75, pp. 154 (August 16, 2019).

RP-5.8.3 Tuition Remissions for Nonresidents

Tuition remissions for an amount up to the difference between resident and nonresident tuition may be awarded to selected students who are not residents of Nebraska. The number of students receiving tuition remissions under this competitive program shall be determined at each campus by the CAO/-Chancellor.

The following students, having met all other requirements for admission, will be eligible for consideration for such tuition remissions under this program:

1. Undergraduate

a. Entering freshmen who ranked in the upper 25 percent of their high school class, or who earned a composite score of 23 or more on the ACT, or the SAT equivalent as determined by the Executive Vice President and Provost, or achieved a minimum cumulative high school grade point average (GPA) of a 3.00 or higher;

b. Transferring students who have a cumulative GPA of 3.00 (out of a maximum of 4.00);

c. Students who enter the program according to the above criteria and continue in good academic standing; and

d. Individuals with special talents.

2. Graduate and Professional

a. Entering graduate and professional students who have a cumulative GPA of 3.00 for all previous work attempted at all colleges attended prior to enrollment at the University of Nebraska;

b. Students who enter the program according to the above criterion and continue in good academic standing; and

c. Individuals with special talents.

Reference: BRUN, Minutes, 59, p. 56 (April 30, 1994).
BRUN, Minutes, 74, p. 32 (September 16, 2016).
BRUN, Minutes, 76, p. 28 (August 14, 2020).
BRUN, Minutes, 76, p. 39 (December 4, 2020).

RP-5.8.4 Rules for Granting Nonresident Tuition Remissions to Children of Alumni of the University

1. Statement of Purpose

The Board of Regents has made recruitment of students a high priority for the University. The recruitment of nonresident students helps enhance the academic experience, broadens the reach of the University, and encourages state workforce development. Additionally, the recruitment of nonresident children of alumni will foster stronger alumni relations.

Neb. Rev. Stat. § 85-504 authorizes the Regents to adopt rules for the waiving of nonresident tuition to students on the basis of scholarship.

Based upon the foregoing, the Board of Regents hereby establishes these rules for awarding full or partial waivers of undergraduate nonresident tuition for nonresident children of alumni of the University.

2. Definitions. For the purposes of these rules the following definitions shall apply

a. “Alumnus of the University” shall mean any person who has been awarded a baccalaureate degree or a graduate or professional degree from the University of Nebraska.

b. “Child of an alumnus” shall mean any person who is a natural born child or legally adopted child of an alumnus of the University.

3. Waiver of Undergraduate Nonresident Tuition for Children of Alumni

The nonresident portion of tuition may be fully or partially waived for any new undergraduate nonresident student of the University who is a child of an alumnus and who meets the eligibility standards established for each campus. Each campus chancellor is authorized to develop a Legacy Remissions Program, subject to the following minimum standards.

a. A student entering the University from high school must either (i) rank in the upper one-third of his or her graduating class in high school, or (ii) have achieved a cumulative high school grade point average (GPA) of 3.00 or higher, or (iii) have earned an ACT composite score of 24 or higher, or have earned an SAT equivalent total score as determined by the Executive Vice President and Provost.

b. A student first entering the University as a transfer student must (i) rank in the upper one-third of his or her graduating class in high school, or (ii) have earned an ACT composite score of 24 or higher, or (iii) have earned an SAT equivalent total score as determined by the Executive Vice President and Provost, and the student must have achieved a cumulative grade point average of 3.0 or better in all undergraduate course work at all institutions of postsecondary education he or she has previously attended

4. Continuation of Legacy Remissions Program

Campus-specific rules for awarding Legacy Remissions must include the criteria to be applied in determining eligibility for continuation of the award subsequent to the initial year.

5. Transferability

A Legacy Remission awarded by one campus of the University is not transferable to another campus of the University. However, a student who enrolls as a Legacy Remission student at one campus of the University may qualify for a Legacy Remission at another campus of the University if ~~he/she~~they meet~~s~~ the Legacy Remission criteria for new transfer students specified in the rules of the campus to which the student is transferring.

Reference: BRUN, Minutes, 64, p. 36 (June 1, 2002).
BRUN, Minutes, 64, p. 126 (June 10, 2005).
BRUN, Minutes, 74, p. 33 (September 16, 2016).
BRUN, Minutes, 76, p. 39 (December 4, 2020).
BRUN, Minutes, 77, p. 23 (April 11, 2025).

RP-5.8.5 Undergraduate Regents Scholarships

1. Criteria for Awards and Renewal

a. ~~a.~~ Regents Scholarships may be awarded as one-year ~~remission or as multi-year~~ renewable tuition remissions for Nebraska residents who receive a composite ACT score of 32 or above, or an equivalent SAT score as determined by the Executive Vice President and Provost. ACT super scores are not considered.

~~a.~~b. The award amount for Regents Scholarships, in combination with all other sources of non-loan aid, shall not exceed Cost of Attendance (or Cost of Attendance minus $1 for Pell Recipients). Regents Scholarship award amounts for any such students shall be reduced accordingly.~~Regents Scholarships are awarded in only in excess of all other sources of public and or private sources of tuition assistance as determined by FASFA or other means at the time of application~~.

~~b~~c. Regents Scholarships are recommended as four year renewable remissions. They will be renewed for those full time students with nine or more hours per academic year graded on the regular A+ through F scale (i.e. not counting P/NP or P/F) who:

EITHER

1) Have maintained a cumulative GPA that meets or exceeds a ~~GPA chosen by their campus (in the range of 3.25 -~~ 3.5~~.)~~

OR

2) Have a percentile rank in their College that is at or above the equivalent campus-wide percentile rank derived from the campus GPA referred to in 1) above. (This rank is expected to be in the range of 70th to 75th percentile.)

~~c~~d. Students receiving Regents Scholarships, who continue to meet all eligibility requirements, will be awarded tuition remission for the minimum number of credit hours required to attain their ~~baccalaureate~~ undergraduate degree~~,~~. ~~as s~~Such number is determined by RP-5.1.4 (usually 120 credit hours). Remissions support beyond four academic years is possible for a student with a program requiring more than 120 credit hours or through a successful appeal. No such remission assistance shall be provided to the student in excess of five academic years.

~~d~~e. Each campus will have a process that will allow students to justify reduced credit hour attainment and/or appeal a decision not to renew their Regents Scholarship. A campus may permit a student who loses a Regents Scholarship to petition to reacquire it once, on the occasion when their cumulative GPA has risen to the level required for renewal for current scholarship holders.

2. Transfer of Regents Scholarships between Campuses

a. The recipient must use the award at the original awarding campus for the first academic year.

1) To qualify for an award transfer when the same major (degree objective) is available on both the original and transfer campuses, the recipient must meet the initial award criteria of the campus to which they are transferring and the criteria for continuation of their award at the original awarding campus.

2) To qualify for an award transfer when the discipline (degree objective) sought by the recipient is not available at the original awarding campus, the student need only meet the renewal criteria of the original awarding campus.

b. An award can transfer only one time. The amount that can transfer is the lesser of:

1) An amount equal to the dollar level based on credit hours the recipient completed the preceding academic year (two semesters) calculated at the tuition rate of the original awarding campus for the new academic year.

OR

2) An amount equal to the dollar level based on the number of hours required to attain a ~~bachelor~~bachelor's degree pursuant to RP-5.1.4 (usually 120 credit hours) calculated at the tuition rate of the original awarding campus for the new academic year.

c. The original awarding campus must approve and transfer award funds to the new campus. The new campus may choose to supplement a transfer award up to full tuition, unless the full tuition is less at the new campus.

d. The recipient of a transfer award must meet eligibility requirements of the new campus to continue the award for a subsequent academic year. The new campus is responsible for these subsequent-award remissions.

e. Specific cases of hardship or exception to these transfer policies will be considered on an individual basis by the appropriate campus officers.

NOTE: Professional and Graduate Regents Scholarships will be determined by each campus.

Reference: BRUN, Minutes, 64, p. 87 (January 18, 2003).
BRUN, Minutes, 76, p. 14 (April 17, 2020).
BRUN, Minutes, 76, p. 39 (December 4, 2020).

RP-5.9 Student Fees

Campuses must establish and adhere to a campus review and approval process for all proposed student fees. Administrative charges may not be charged against student fees by a campus.

RP-5.9.1 University Program and Facilities Fees

1. Definitions

a. Name. The official name for student fees is “University Program and Facilities Fees” (UPFF).

b. Fund A. That portion of UPFF designated for student activities which are managed by student groups shall be distributed according to an annual budget developed by the appropriate student government organization on each campus. This portion of the UPFF shall be called Fund A.

c. Fund B. That portion of the UPFF designated to pay debt services, staff salaries, maintenance of facilities and related expenses~~, and those additional items designated by the Chancellor~~ will be budgeted separately with emphasis upon continuing support. This portion of the UPFF shall be designated as Fund B.

2. Use of Fund A Monies

a. Allocation of Fund A monies is restricted to the following three organizations on each campus: (1) student government, (2) the recognized campus student programming organization, and (3) student newspaper.

b. Except as described in Section 2.e. of this policy, Fund A monies may not be distributed to student groups or student organizations that are not established by and under the direct control of student government.

c. Fund A monies may be utilized for:

1) Student activities, services, events, functions, and associated promotional materials (collectively “Student Activities”) which benefit a broad based student population, such as a variety of students from various academic disciplines, interests and activities, abilities and skills, or life experiences.

a) Factors considered in determining whether Student Activities benefit a broad based student population can include, but is not limited to: 1) whether a significant segment of the student population has the opportunity to benefit from the Student Activities 2) whether Student Activities occur during the academic school year; 3) whether Student Activities occur at an approved location; 4) whether Student Activities are provided at a free or reduced rate; and 5) whether Student Activities are advertised in a manner to reach the student population.

2) Wages for services performed;

3) Operating expenses for the direct benefit of the following campus organizations: student government, student newspaper, and the recognized student programming organization;

4) Student Activities which advance the educational mission of the University by putting before the University community a broad range of ideas on a variety of contexts and is not to advance any particular viewpoint.

5) Grants to student groups and student organizations for programming needs as outlined in Section 2.e. of this policy.

6) Sponsorship of speakers in accordance with Regent Policy 5.6.1.

7) Prizes awarded during student activities that shall not exceed a market value of $600. Prizes may not be awarded to non-students of the campus. Scholarships are not an acceptable prize;

8) Travel expenses that are related to student government, the student newspaper, or the student programming organization. Any travel expenses must be included in that respective groups' budget in advance of the request for reimbursement. Each group must generally outline the use of the travel expenses inclusive of the number of students using the funds; and.

9) The student government may authorize the use of fees for student health and wellness. Such fee use must be included in the budget and approved by the responsible Vice Chancellor. Prior to approval consideration, the Vice Chancellor must determine whether the expenditure would more appropriately be included in Fund B as "student health services" or incorporated into the campuses' general budget.

d. Fund A monies may not be utilized for:

1) Academic programs or functions directly related to academic programs;

2) Payment to individuals including, but not limited to, scholarships; except in the form of wages for services performed or as non-cash awards for student government members with values of less than $75 each;~~Payment to individuals; except in the form of wages for services performed;~~

2) Charitable contributions;

4) Lobbying or support of ballot initiatives, political campaigns, or political candidates;

5) Gift Cards or cash equivalents;

6) Any purpose which does not comply with University policy and procedures and/or federal, state, and local laws.

7) Purchase of land, land improvements, buildings or building improvements.

8) Food or refreshments if intended only for members of student government, newspaper, or programming organizations during internal meetings.

e. Grants of Fund A Monies for Programming

Student government and/or the recognized student programming organization may make grants of Fund A monies to other student groups and student organizations to support the programming needs of such groups and organizations. Such grants may only be made on a one fiscal year basis; may be made only with the approval of the cognizant CAO/Chancellor or designee; and must not be used for any unallowable Fund A expenses. Additional unallowable expenses for programming shall also include and ~~may not be expended for~~ wages, capital equipment, office supplies, ~~or~~ and travel~~; and may not be granted to a single organization more than once in a two-year period~~. Any non-capital equipment purchased pursuant to this process shall remain under control of the student government or the recognized campus programming organization and made available for use as determined by student government and/or the recognized campus programming organization. Student governments and/or the recognized campus student programming organization may not consider the point of view advanced by the requesting student groups and student organizations when determining whether to approve a grant permitted under this section.

f. Appeal Process

The cognizant CAO/Chancellor or their designee shall implement procedures, including an appeal process, for proposed expenditures of Fund A monies that are denied. Final determination rests with the CAO./Chancellor of the appropriate campus or their designee. The appeal process should be available online.

3. Approval of Fund A Budgets

a. The Board of Regents hereby delegates authority to establish and allocate Fund A monies to the elected student governments subject only to approval by the appropriate CAO/Chancellor and compliance with Board Policy..

b. An allocations body comprised of students, faculty, and staff shall be established on each campus to recommend disbursements of Fund A.

c. Hearing dates for the initial meetings of the student government bodies established to allocate fees shall be published in the student newspaper (or appropriate campus news media) ten (10) days prior to such hearings with costs being defrayed by the UPFF allocation to student publications, and a tentative allocation shall be published in the student newspaper (or appropriate campus news media). This published information shall include the salaries, ~~the~~ operating budgets, ~~and~~ the travel expenses, and capital expenditures of all groups receiving fee funding. The cost will be dealt with as above, and coinciding with the publication of the tentative allocation, there shall be a publication of the final hearing dates of the student government body responsible for fee allocations.

d. After a final hearing, the fees allocation body shall draw up the final allocation proposal to be submitted to the student government of each campus for approval; after such approval

by the student government, the final allocation shall be published in the student newspaper (or appropriate campus news media), and after approval by the above bodies, the proposal shall be submitted to the responsible campus Vice Chancellor and CAO/Chancellor for approval.

e. Redistribution of Fund A monies among major categories within the student programming organizations may be accomplished only with the approval of the cognizant Chancellor.

4. Annual Referenda on Fund A Expenditures

a. Any student government desiring to expend funds for, or allocate funds to, the support of a student newspaper, a speakers program, or salaries for student government officers, must first obtain, prior to the beginning of each fiscal year in which such expenditures are to be made, and in the manner set forth below, the authorization of the student electorate on that campus to do so.

1) Said authorization may only be obtained through a referendum conducted among the body of students on a particular campus eligible to vote in student government elections on that campus, in which one or more of the following three questions shall be explicitly posed:

a) Do you approve the allocation by student government of a part of student fee income in support of the (name of newspaper) during the 20__-__ fiscal year?

b) Do you approve the allocation by student government of a part of student fee income in support of a campus speakers program during the 20__-__ fiscal year?

c) Do you approve the allocation by student government of a part of student fee income for salaries for student government officers during the 20__-__ fiscal year?

2) Authorization for one year only for any particular one of the questions in 4a(1) above shall be deemed to have been obtained if, and only if, a majority of the students voting in said referendum vote to approve that particular question.

3) Prior to said referendum, the student government on the campus on which the said referendum is to be held shall widely publicize the total proposed dollar allocations, as well as the pro rata dollar amounts attributable to each student, for each of said specific expenditure areas for which said student government is seeking authorization.

5. Refunds of Fund A UPFF

All students eligible to vote in student government elections shall pay the established Fund A student fee on their respective campuses at the beginning of each academic term. For a period of at least one month during each academic term, each student who has paid a Fund A student fee for that term shall be eligible to apply for, and each eligible applicant therefore shall receive a full or partial refund of his or her Fund A student fee for that academic term. Each campus shall publish, and make available upon request, its procedures for requesting and receiving a refund of the Fund A student fee. The procedures should also be available online. No student who applies for and receives a refund of his or her Fund A student fee shall, by virtue of such refund, be denied the right to stand for election to any student government office, or be denied the right to vote in

any student government elections, or be denied any other political right within or ancillary to student government on his or her campus.

6. Use of Fund B Monies

Upon recommendation of the campus CAO/Chancellor and the ~~President~~CEO/President, and with the approval of the Board, Fund B monies may be allocated for support of (i) University contracts requiring payment in whole or in part from dedicated student fees, (ii) student unions and centers, (iii) intercollegiate athletic programs, (iv) student health services, (v) student recreational programs (intramurals and other physical activities related to the campus recreation and fitness centers), (vi) international student services, (vii) student transit services, and (viii) facilities related to any of the foregoing. Fund B monies shall not be allocated for the benefit of an individual student (including athletic scholarships) except for wages paid to a student who is an hourly paid employee, employed by and at one of the facilities above; for support of the University's physical plant, except for facilities used primarily for those student services or activities permitted above or facilities subject to bonded indebtedness requiring dedicated student fees; or for support of any academic program, or any function or facility directly related to an academic program. In the event a facility is used in part for those student services or activities permitted above, and in part for other purposes (such as academic programs, or faculty, staff, or community services and activities), Fund B monies may be used to support the facility only up to the proportion that the permitted student services or activities in the facility bear to the total use of the facility.

In order to provide consistent application of fees the Senior Vice President for Business and Finance/CFO and campus Principal Business Officers should develop written procedures for estimating the amount of fees to be used by each campus.

7. Collection of User Fees, Revenues and Contributions by Student Organizations

Student groups and organizations may, with the approval of the cognizant CAO/Chancellor, establish, charge, and collect appropriate user fees or revenues for services and activities sponsored by such groups and organizations in University facilities or with University equipment or with the official sanction or assistance of University personnel. Any such fees, revenues or contributions must be collected, deposited, and disbursed in accordance with established University policies, and may only be used in support of the services and activities of the organization receiving the fee. Any student organization, office, or group which has received official University recognition may, with the approval of the cognizant Chancellor, solicit and collect voluntary contributions. Such contributions must be solicited, collected, deposited, and disbursed in accordance with established University policies, and may only be used in support of the student organization, office, or group by which the contributions were solicited.

8. Fund Balances

Fund A and Fund B year-end fund balances shall not exceed 50% of the previous fiscal year's total revenue unless multiyear accrual for specific project is approved by the CAO/Chancellor. Existing Fund A balances shall be reported annually to the CAO/Chancellor. Fund B balances shall be included in the annual request for approval of Fund B rates submitted to the Board of Regents.

9. Campus Procedures and Training

Each campus shall develop and maintain written procedures for the collection, allocation, and expenditure of Fund A fees. These procedures must be available online for student access and shall include requirements for mandatory training each semester for all individuals authorized to spend Fund A fees. Training shall cover allowability criteria, documentation requirements, and adherence to Board of Regent's and campus Policies. Campuses shall review and update their procedures at least biennially, with changes approved by the CAO/Chancellor. Routine training

and awareness sessions shall be provided to all student groups, emphasizing broad-based benefits and unallowable expenses.

Reference: BRUN, Minutes, 36, p. 133 (July 14, 1973).
BRUN, Minutes, 41, p. 156-157, 161 (February 18, 1978).
BRUN, Minutes, 43, p. 127 (June 23, 1979).
BRUN, Minutes, 44, p. 241-242 (May 17, 1980).
BRUN, Minutes, 41, p. 156-157 (February 18, 1978).
BRUN, Minutes, 41, p. 156-157 (February 18, 1978).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 61, p. 79 (October 17, 1997).
BRUN, Minutes, 64, p. 103 (April 26, 2003).
BRUN, Minutes, 75, p. 27 (June 28, 2018).
BRUN, Minutes, 77, p. 5 (February 7, 2025).

RP-5.9.2 Course and Laboratory Fees; Miscellaneous Fees

The following fundamental concepts shall be observed with regard to the expenditure of non-UPFF student fee revenues:

1. A description of the fees charged and their purpose must be provided to students on a website or in another manner determined by the campus.

2. Student fee expenditures must align with the purposes and descriptions for which they were collected.

3. Student fees shall be expended for purposes that directly benefits the students charged.

4. Fees shall not be distributed for the benefit of an individual student (ex: scholarship or fellowship) nor be awarded on a competitive basis.

Costs related to the development, instruction and assessment of offering a course are expected to be borne by the department and college, including materials related to the mechanics of teaching the course, such as course outlines, syllabi, exams, and similar handouts. The department is also expected to bear the costs of staffing courses, including personnel employed to aid in the course such as teaching assistants and guest speakers.

A Course fee is defined as a charge applied to students enrolled in a specific course for expenses directly related to the student's participation. A Laboratory (lab) fee is defined as a charge made to students to underwrite, in whole or in part, the cost of services, rentals, and consumable supplies utilized in a laboratory or clinical environment. Costs that may be assessed through these fees include, but are not limited to, any consumable materials, services provided as a part of the class, specialized non-University personnel (typically used in clinical environments), travel costs for the student to attend a required field trip, computer related software for student use specific to the course, individual exams or assessments produced by a third party that are purchased at a group rate, materials such as manuals, chemicals, glassware, protective or other clothing, paints, brushes and canvasses that will be consumed by the student in the course of instructional activities.

A course or lab fee may also include the costs of purchase, maintenance, repair and replacement of equipment used in the delivery of a course or execution of a lab. A course or lab fee shall not be expended for general departmental or administrative costs. A course or lab fee that includes more than one million dollars for equipment (purchase, maintenance, repair and replacement in total) shall describe the equipment and its expected useful life in the fee description online. Fees for equipment with dual uses (for example, instruction and research) should not exceed the proportional use expenses associated with instruction.

A miscellaneous student fee is defined as all fees other than UPFF, course, and laboratory fees charged to students incidental to the providing of instruction. Examples of fees included within this category are application fees, transcript fees, teacher placement fees, special instructional fees, late payment fees, technology fees and returned check fees.

Reference: BRUN, Minutes, 47, p. 152 (July 24, 1982).
BRUN, Minutes, 71, p. 74 (July 18, 2013).
BRUN, Minutes, 75, p. 27 (June 28, 2018).

RP-5.9.3 Online Course Fees

The purpose of the fee is to provide the resources needed for developing and supporting both teaching and learning in a course that significantly utilizes learning technologies. Specifically, the costs associated with instructional design and support, faculty development and training in the use of instructional technology, accessibility and other quality standards, course development, and online learner orientation, communication and support.

The fee is to be assessed to distance (fully online) and blended (partially online) courses.

Reference: BRUN, Minutes, 75, p. 27 (June 28, 2018).

RP-5.9.4 Reporting of Course, Laboratory, Online Course, and Miscellaneous Fees

The CAO/Chancellors on each of the campuses shall report to the ~~President~~ Executive Vice President and Provost no later than March 1 of each year a listing of all planned changes in student fees of any nature for the next academic year. ~~All fees must be reviewed by the campus at least once every four years.~~ The Executive Vice President and Provost shall present ~~A~~any planned changes ~~increase~~ in fees to the CEO/President for consideration and potential approval. ~~must be approved~~ Approved changes shall ~~by the President and~~ subsequently be included ~~as~~ in a report to the Board of Regents ~~in~~ on a meeting agenda, prior to the proposed implementation of the ~~increased~~ changed fees. A list of all laboratory fees will be included in the schedule of classes which is provided to students prior to the time that they register for classes. A description of all fees shall be provided students online. All fees must be reviewed by the campus at least once every three years.

Reference: BRUN, Minutes, 45, p. 96 (February 21, 1981).
BRUN, Minutes, 54, p. 26 (July 22, 1989).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 71, p. 74 (July 18, 2013)
BRUN, Minutes, 75, p. 27 (June 28, 2018)

RP-5.9.5 Student Fee Variances

The ~~President~~CEO/President may establish a procedure by which the campuses may vary the rate of any student fees from that established by the Board. The purposes of such variable rates would be to achieve University goals and objectives. The principles guiding any fee variances shall be as follows:

1. Fee variances should take into consideration the goals of the University, educational objectives, efficient use of University resources, entrepreneurial opportunities, and competitive challenges.

2. Following each academic year, the Board of Regents will be provided an annual report on the variances granted to the Board approved rates and the impact of those actions, including any impact on access. Upon review of the annual report, the Board shall, at its next meeting, vote to extend or discontinue such variance(s).

3. Any proposal for a variance should state the specific purpose to be achieved and the means for measuring its effectiveness.

4. No variance will exceed the Board approved rates.

Reference: BRUN, Minutes, 76, p. 38 (October 8, 2020)

RP-5.10 Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA)

1. Scope of Policy

   This policy governs all "education records" maintained by all campuses and the central administration of the University of Nebraska.

2. Purpose of FERPA; Definition of Education Records

   a. FERPA affords students certain rights with respect to their education records. FERPA defines "education records" as those records:

      Directly related to a student; and

      Maintained by an institution or a party acting for the institution.

   b. FERPA provides students who reach the age of 18, or who attend the University of Nebraska, with the right to inspect and review their own education records. Students also have the right to request an amendment to their education records and have some control over the disclosure of personally identifiable information contained in these records.

   c. FERPA applies to the education records of persons who are or have been in attendance at the University of Nebraska, including students in cooperative, online and correspondence study programs. The rights provided to students under the federal law set forth in FERPA do not apply to records of applicants for admission who are denied acceptance or, if accepted, do not attend the University of Nebraska; however, student application materials are not considered public records under Nebraska state law and will not be disclosed to the public except as permitted by law.

3. Records Not Covered By FERPA

   The term "education records" does not include:

   a. Records which are in the sole possession of the maker and are neither accessible nor revealed to any other person, except a substitute who performs on a temporary basis the duties of the individual who made the records.

   b. Records maintained by a law enforcement unit of the University of Nebraska for the purpose of law enforcement. (Note other laws addressing campus security may also apply to law enforcement records.)

   c. Records relating to an individual's employment at the University of Nebraska, when such employment is not based upon the individual's status as a student; provided that the records are made and maintained in the normal course of business, relate exclusively to the individual's capacity as an employee, and are not available for use for any other purpose.

d. Medical and counseling records used solely for treatment. (Medical records may be reviewed by a physician of the student's choice.)

e. Records that only contain information about an individual after he or she is no longer a student (e.g. alumni records). Records of an individual while a student continue to be "education records" after the student leaves or graduates from the University of Nebraska.

4. Students Rights to Inspect and Review Educational Records

a. Students and former students have the following rights:

- The right to inspect and review their education records within 45 days of their request to inspect.
- The right to a response to a reasonable request for an explanation and interpretation of the record.
- The right to a copy of the education record when failure to provide a copy of the record would effectively prevent the student from inspecting and reviewing the record. The student may be charged a normal cost for copies, if such a charge does not effectively prevent the student from inspecting and reviewing the record.

b. The University of Nebraska is not required to permit a student to inspect and review education records, which contain:

- Financial information submitted by parents.
- Confidential letters and recommendations placed in their files prior to January 1, 1975.
- Confidential letters and recommendations placed in their files after January 1, 1975, if: (1) the student has waived the right to inspect and review those records; and (2) the records are related to the student's admission to an educational institution or program, application for employment, or receipt of an honor.

c. If an education record contains information pertaining to more than one student, a review and inspection will only be allowed for that specific information pertaining to the requesting student.

5. Procedure to Inspect and Review; Challenges to the Record

a. A student should submit to the registrar, director of registration and records, dean, head/chair/director of the academic ~~department~~unit, or other appropriate official, a written request that identifies the record(s) the student wishes to inspect. The University official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the university official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed. Compliance with an appropriate request for an inspection shall be made within no greater than 45 days.

b. A student may ask the University to amend an education record that the student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. If the student wishes to amend an education record, the student should write the University official responsible for the record, clearly identify the part of the record the student wishes to amend and specify why it should be changed. If the University official

decides not to amend the record as requested, the student will be notified of the decision in writing and advised of his or her right to a hearing regarding the request for amendment. At that time, additional information regarding the hearing procedures will be provided to the student.

c. The right to challenge grades is not covered by this policy, unless the grade assigned was inaccurately recorded in an education record, in which case the record will be corrected.

6. Consent to Release Education Records

Prior to releasing all or any part of an education record to a person other than the student to whom the record refers, consent must be obtained from the student. The consent must specify the information to be released, the reason for the release, and to whom it is to be released. The student may have a copy of the information released, if he or she desires.

7. Releases Without Consent

No consent from the student is required for the release of an education record or personally identifiable information under the following circumstances:

a. A request for information in an education record or personally identifiable information by a "school official" determined to have a "legitimate educational interest" in the information. "School official" shall mean a person employed by any administrative unit (i.e., a campus or central administration) of the University of Nebraska in an administrative, supervisory, academic, research, or support staff position (including University law enforcement personnel and health center staff); a person or company with whom the University of Nebraska has contracted to carry out the duties related to a legitimate educational interest(including attorneys, auditors, and collection agents); employment or degree verification agencies such as the National Student Clearinghouse; a member of the Board of Regents; or those serving on committees or similar bodies charged to carry out tasks on behalf of the University of Nebraska. A school official has a "legitimate educational interest" if the official needs to review an education record in order to fulfill his or her professional responsibilities for the University. Note that a school official located at one University of Nebraska administrative unit may have a legitimate educational interest in the educational records and personally identifiable information maintained at another administrative unit.

b. Lawful compliance with a properly issued subpoena or court order.

c. A request in connection with a student's application for financial aid.

d. A request by an organization conducting studies to develop, validate, and administer predictive tests, to administer student aid programs, or to improve instruction, on behalf of the University of Nebraska, if the studies do not permit the personal identification of parents and students outside of the study representatives, and the information is destroyed once it is no longer needed by the studies.

e. Information submitted to accrediting organizations.

f. A request of a parent of a dependent student, as established by Section 152 of the Internal Revenue Code of 1986.

g. In case of an emergency, if the knowledge of the protected information is necessary to protect the health or safety of students or other persons.

h. A request from authorized state or federal representatives in relation to a state or federal audit of government supported programs.

i. A request from an official of another school, school system, or institution of higher education in which a student seeks or intends to enroll; provided however, that the annual notice required by FERPA must include a statement that the University of Nebraska forwards education records to other agencies or institutions, in which the student seeks or intends to enroll, upon request of the agency or institution.

j. In the case of a crime of violence, the University of Nebraska shall provide to the victim, the results of any institutional disciplinary proceeding against the alleged perpetrator.

k. Requests for directory information, as more specifically discussed below.

8. Directory Information; Definition; Request for Non-Disclosure

a. The University of Nebraska has defined the following student information as public directory information:

- student name
- year at the University
- dates of attendance
- academic college and major field of study
- enrollment status (e.g. undergraduate or graduate; full-time or part-time)
- participation in officially recognized activities and sports
- degrees, honors and awards received
- most recent educational agency or institution attended
- University email address
- hometown

The University of Nebraska has defined the following student information as non-public directory information:

- local address
- permanent address
- telephone listings

b. Non-public directory information will be available to University faculty, staff, and students for University purposes. At the University's sole discretion, the University may provide non-public directory information to University affiliates, such as alumni associations, foundations, and other similar affiliated third parties; in addition, the University may provide non-public directory information to entities performing a University service or function. A request by any party unrelated to the University for that party's own

commercial purposes will not generally be considered a University purpose and provision of non-public directory information to any unrelated party requires the approval of the ~~President~~CEO/President or the ~~President~~CEO/President's designee. Non-public and public directory information may be included in student directories published electronically and in hard copy. However, students have the right to have all non-public and public directory information withheld if they so desire. A student who wants his or her directory information to be withheld shall do so in accordance with processes established on the campus or campuses where the student is enrolled, such processes to be reasonably communicated or distributed to the students with respect to each campus or campuses where they are enrolled. The student's request will be processed within a reasonable amount of time. Directory information already included in hard copy publications will be removed at the next printing of the hard copy publication.

9. Parental Access to Children's Education Records

At the post secondary level, FERPA provides few rights to parents to inspect a child's education records. The right to inspect and review is limited solely to the student/child. Records may be released to the parents only under the following circumstances:

a. Lawful compliance with a properly issued subpoena or court order;

b. The parent establishes that the student is a dependent according to Section 152 of the Internal Revenue Code of 1986; or

c. The student provides a FERPA consent to the parental access.

10. Job References for Students by Faculty

FERPA's prohibition on disclosure of personally identifiable information (other than directory information) applies to job references. This includes information about performance in class, grades, attitude, motivation, and ability, whether conveyed in writing, in person, e-mail or over the telephone to third parties.

Although such information is often conveyed by faculty members at the informal request of the student and is usually positive, the better practice would be to request a written consent form, meeting the FERPA requirements, before providing the information.

11. Recordkeeping

Each administrative unit of the University of Nebraska has an obligation to keep a record of requests and disclosures of student record information, except when the request is from the student, a University school official with a legitimate educational interest, a request for directory information, or a request to which the student has given a FERPA consent. A student has the right to review the record of requests and disclosures made in relation to his or her education records.

12. FERPA/Precedence

This policy is intended to comply with FERPA, the provisions of which and its related regulations, are incorporated herein as they exist at the time of this policy's adoption, and as they may from time-to-time be amended. Should it be determined that this policy is inconsistent with FERPA, or any other applicable law, the law shall take precedence.

13. Notice

The following uniform notice shall be published and provided to all students in accordance with federal law:

Notice of FERPA Rights: Student Records and Privacy

Note: Highlights concerning student rights with respect to education records appear below. A full copy of Regents Policy RP-5.10 "Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA)" is available in the [insert name of campus office in charge of registration and records] or may be found at www.nebraska.edu in the section containing Regents Policies.

The Family Educational Rights and Privacy Act (FERPA) affords you certain rights with respect to your education records. They are:

1. **The right to inspect and review your education records within 45 days of the day the University receives a request for access.**

   You should submit to the registrar, dean, head/chair/director of the academic ~~department~~unit, or other appropriate official, written requests that identify the record(s) you wish to inspect. The University official will make arrangements for access and notify you of the time and place where the records may be inspected. If the records are not maintained by the University official to whom the request was submitted, that official shall advise you of the correct official to whom the request should be addressed.

2. **The right to request the amendment of your education records that you believe are inaccurate, misleading, or otherwise in violation of your privacy rights under FERPA.**

   If you wish to ask the University to amend a record, you should write the University official responsible for the record, clearly identify the part of the record you want changed and specify why it should be changed. If the University decides not to amend the record as requested, the University will notify you of the decision in writing and advise you of your right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to you when notified of the right to a hearing.

3. **The right to provide written consent before the University discloses personally identifiable information from your education records, except to the extent that FERPA authorizes disclosure without consent.**

   One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the University in an administrative, supervisory, academic or research, or support staff position (including University law enforcement unit personnel and health staff); a person or company with whom the University has contracted (including attorneys, auditors, or collection agents); employment or degree verification agencies such as the National Student Clearinghouse; a member of the Board of Regents; or those serving on official committees or similar bodies charged to carry out tasks on behalf of the University of Nebraska. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the University. Note that a school official located at one University of Nebraska campus may have a legitimate educational interest in the educational records and personally identifiable information maintained at another University of Nebraska campus. Your records may be disclosed to your parent(s) upon request, if your parent(s) demonstrate(s) that you are your parent(s)' dependent for income tax purposes. In addition, the University may disclose education records without your consent upon the request of officials of other schools where you seek enrollment or intend to enroll.

Your educational records may also be disclosed without your written consent when you apply for financial aid. This is done in order to determine your eligibility for, the amount of, or the conditions of the aid, and also for purposes of enforcing the terms of the aid. At the University of Nebraska, your application for financial aid may take a variety of forms. For example, some financial aid applications are incorporated into the process by which you apply for admission (e.g. the FASFA form); or you may apply in a separate process using a form that seeks a broad variety of state and federal scholarship sources; or you may use a very specific application for a certain scholarship offered by a particular private source outside of the University. The University of Nebraska Foundation is a private source, among others, that funds many scholarships at the University of Nebraska. If you apply for financial aid, it is quite likely that certain information in your educational records will be provided to the Foundation in order to facilitate the award of the scholarship funds held by the Foundation.

Note that *Regents Policy* RP-5.10 referred at the top of this Notice lists in detail these and other circumstances when FERPA authorizes disclosure without your consent.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the University to comply with the requirements of FERPA.

The name and address of the office that administers FERPA is:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-~~5901~~8520

Notice Regarding Directory Information

The University of Nebraska defines the following student information as public directory information:

- student name
- year at the University
- dates of attendance
- academic college and major field of study
- enrollment status (e.g. undergraduate or graduate; full-time or part-time)
- participation in officially recognized activities and sports
- degrees, honors and awards received
- most recent educational agency or institution attended
- University email address
- hometown

The University of Nebraska has defined the following student information as non-public directory information:

- local address

- permanent address
- telephone listings

Non-public directory information will be available to University faculty, staff, and students for University purposes. At the University's sole discretion, the University may provide non-public directory information to University affiliates, such as alumni associations, foundations, and other similar affiliated third parties; in addition, the University may provide non-public directory information to entities performing a University service or function. A request by any party unrelated to the University for that party's own commercial purposes will not generally be considered a University purpose and provision of non-public directory information to any unrelated party requires the approval of the ~~President~~CEO/President or the ~~President~~CEO/President's designee. Non-public and public directory information may be included in student directories published electronically and in hard copy. However, students have the right to have all non-public and public directory information withheld if they so desire. A student who wants his or her directory information to be withheld shall do so in accordance with processes established on the campus or campuses where the student is enrolled, such processes to be reasonably communicated or distributed to the students with respect to each campus or campuses where they are enrolled. The student's request will be processed within a reasonable amount of time. Directory information already included in hard copy publications will be removed at the next printing of the hard copy publication.

Reference: BRUN, Minutes, 66, p. 32 (June 15, 2006).
BRUN, Minutes, 74, pp. 17 and 34-41 (June 1, 2017).
BRUN, Minutes, 74, pp. 95 and 100-106 (October 10, 2017).
BRUN, Minutes, 75, pp. 108 and 114-122 (March 29, 2019).

Chapter 6. Business and Financial Management

RP-6.1 Generally Applicable Provisions

a. Definitions.

The following terms used in RP-6.2 and RP-6.3 shall have the following meanings:

1. Acquisition of Real Property. "Acquisition of Real Property" means the acquisition by the University of any interest in Real Property, but shall not include the acquisition of any lease, license, or easement in Real Property.

2. Administrative Unit. "Administrative Unit" means the University of Nebraska Office of the ~~President~~CEO/President, University of Nebraska-Lincoln, University of Nebraska Medical Center, University of Nebraska at Omaha, or University of Nebraska at Kearney.

3. Alteration. "Alteration" means a construction project (or portion of a project) comprising a revision within or to a prescribed element of an existing structure, as distinct from an addition to an existing structure, including but not limited to an improvement, renovation, or remodel.

4. Approval Phase. "Approval Phase" means a phase in the capital planning and development process as further defined in RP-6.3.6.2.e.

5. Article. Article means any item of personal property, including all materials, products, supplies, furniture, equipment, printing, stationery, technology, and all other chattels, goods, wares, and merchandise.

6. Authorized Signatory. "Authorized Signatory" means any person delegated signature authority to approve and execute a Contract pursuant to RP-6.3.1.

7. Bylaws. "Bylaws" means the *Bylaws of the Board of Regents of the University of Nebraska*.

8. Campus. "Campus" means the University of Nebraska-Lincoln, including the Nebraska College of Technical Agriculture; University of Nebraska Medical Center; University of Nebraska at Omaha; or University of Nebraska at Kearney.

9. Capital Improvement Phase. "Capital Improvement Phase" means a phase in the capital planning and development process as further defined in RP-6.3.6.2.b.

10. Closeout Phase. "Closeout Phase" means a phase in the capital planning and development process as further defined in RP-6.3.6.2.g.

11. Competitive Procurement. "Competitive Procurement" means any Purchase made by soliciting Competitive Proposals or Sealed Bids or using Small Purchase procedures as further defined in RP-6.2.1.5.a.

12. Competitive Proposals. "Competitive Proposals" means a type of Competitive Procurement as further defined in RP-6.2.1.5.a.1)i.

13. Consideration. "Consideration" means the benefit or value, whether by promise, performance, or forbearance of a specific act, each party to a Contract bargains for and/or receives or expects to receive when entering the Contract.

14. Construction Phase. “Construction Phase” means a phase in the capital planning and development process as further defined in RP-6.3.6.2.f.

15. Construction Cost. “Construction Cost” means the cost of all of the construction portions of a project generally based upon the sum of the construction Contract(s) and other direct construction costs, excluding the compensation paid to the architect and consultants, cost of the land, cost of rights-of-way, or other indirect costs ancillary to construction.

16. Contract. “Contract” means any written agreement for a stated Consideration between the University and one or more other parties, creating obligations that are legally recognizable or enforceable.

17. Contractor. “Contractor” means any person or entity with which the University has entered into a Contract to (a) provide any Article or Service, or (b) provide any labor, materials or equipment for the construction, maintenance, repair, remodeling, renovation, renewal or demolition of any University building or other improvement to Real Property.

18. Disposal of Real Property. “Disposal of Real Property” means the transfer of ownership of any interest in Real Property from the University to another party or parties, but shall not include the granting of any lease, license, or easement in Real Property.

19. Emergency. “Emergency” means an event or occasional combination of circumstances that calls for immediate action or remedy, pressing necessity, exigency, a sudden or unexpected happening, or an unforeseen occurrence or condition where it is in the public interest for the University to take action and includes, but is not limited to, situations where the University must act to (i) avoid the loss of life, health, safety, or property; (ii) respond to a natural catastrophe, such as a tornado, storm, flood, snowstorm, manmade disaster, war, act of or serious threat of terrorism, or pandemic or widespread disease; (iii) respond to time limits established by a person or agency external to the University; or (iv) obtain cost savings for the University where the time constraints of Competitive Procurement would eliminate the cost savings.

20. Environmental Site Assessment (ESA). Environmental site assessment or “ESA” means the process of evaluating a property to identify potential environmental conditions and liabilities.

21. Facility. “Facility” means any physical structure or space required by an Administrative Unit for the performance of its programs and related activities, including any new, existing, or leased building; a wing of a building; a room or cluster of rooms; or other significant features such as a fountain, monument, plaza, garden, footbridge, landscaped area, or street and excluding interior spaces of a structure or area that describe their functional purpose, e.g. maintenance room, closet, shed, or restroom.

22. Feasibility Phase. “Feasibility Phase” means a phase in the capital planning and development process as further defined in RP-6.3.6.2.c.

23. Fixtures. Without limiting the generality of the definition of Personal Property, “Fixtures” include, but are not limited to, chillers, boilers, transformers, special purpose equipment, research equipment, and electronic equipment.

24. Generic Name. “Generic Name” means a name or title given to a Facility to specifically identify it to members of the University community and general public that is based solely upon the use or location of the Facility or upon a University mascot name, symbol, or other identifier pertinent to the institution without a modifier designating a particular individual, family, or entity, e.g. “Coliseum,” “College of Dentistry,” “College of Business

Administration," "East Campus Union," "Health and Sports Center," "Husker Village," "Maverick Village," "Nebraska Hall," "Nebraskan Student Union," or "West Center Building."

25. Immediate Family. "Immediate Family" means an individual's spouse, partner, child, parent, sibling, guardian, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

26. Infrastructure Project. "Infrastructure Project" means a capital project necessary to provide adequate infrastructure for campus operations.

27. Inspection. "Inspection" means examination of work completed or in progress to determine its compliance with Contract requirements by a public official, owner's representative, or others.

28. Licensed Professional Services. "Licensed Professional Services" shall mean those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying as defined by the laws of the state of Nebraska, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with his or her professional employment practice.

29. Major Facility. "Major Facility" means a building or wing of a building, a fountain, a monument, or large campus area such as a plaza or street.

30. Master Planning Phase. "Master Planning Phase" means a phase in the capital planning and development process as further defined in RP-6.3.6.2.a.

31. Material Change. "Material Change" means a (i) significant change to the scope of a capital project; (ii) increase in the preliminary Total Project Cost of the greater of $500,000 or 10% that occurs between preliminary project approval and approval in the Approval Phase; or (iii) increase in the Total Stage Cost of the greater of $250,000 or 10% that occurs between preliminary project approval and approval in the Approval Phase.

32. Mega Project. "Mega Project" means a capital project with (i) a preliminary Total Project Cost of $150,000,000 or more or (ii) anticipated philanthropic funding of $100,000,000 or more.

33. Micro Purchase. "Micro Purchase" means a type of Non-Competitive Procurement as further defined in RP-6.2.1.5.b.1)i.

34. Minor Facility. "Minor Facility" means a room or a small cluster of rooms or a small campus feature such as a garden, footbridge, or landscaped area.

35. Non-Competitive Procurement. "Non-Competitive Procurement" means any Purchase made without Competitive Procurement as further defined in RP-6.2.1.5.b.

36. Personal Property. Only for the purposes of RP-6.2.2, RP-6.3.1.4.t, and the definition of Surplus Personal Property, "Personal Property" means movable equipment and/or Fixtures with a value of $10,000 or more and a useful life of over one year.

37. Principal Business Officer. "Principal Business Officer" means the Vice Chancellor for Business and Finance of a Campus or the Senior Vice President for Business and Finance and CFO when acting on behalf of the University of Nebraska Office of the ~~President~~CEO/President, multiple Campuses, or the University.

38. Procurement Officer. “Procurement Officer” means an employee of the University in the University of Nebraska Office of the ~~President~~CEO/President who holds the position of procurement officer (*i.e.*, Chief Procurement Officer or Associate Chief Procurement Officer) and acts as an agent of the University in relation to University Purchases.

39. Professional Service. “Professional Service” means any Service that requires special knowledge as distinguished from skills and (i) requires a license or other legal authorization as a condition precedent to the rendering of the Service or (ii) is commonly recognized as a professional service. Examples of Professional Services include, but are not limited to, accounting and auditing; actuarial; legal; personnel; financial; computing; management; marketing; educational program planning or evaluation; insurance and risk management; hotel booking; or travel booking. Examples of skilled professions not considered Professional Services include, but are not limited to, construction trades, cleaning, equipment operations or repair, fire or security systems, furniture repair or installation, landscaping, locksmith, moving, storage, painting, pest control, vehicle repair or maintenance, waste removal, recycling, printing, or catering.

40. Program Management Services. “Program Management Services” means those services of an owner advocate working as an extension of the University’s staff and in the University’s interests.

41. Program Statement Phase. “Program Statement Phase” means a phase in the capital planning and development process as further defined in RP-6.3.6.2.d.

42. Project Evaluation Board. “Project Evaluation Board” means the board assembled to evaluate each project requiring qualification-based selection as further defined in RP-6.3.8.

43. Protest. “Protest” means any disagreement between the University and a Responder to a solicitation of Competitive Proposals or Sealed Bids concerning the solicitation process, specifications, solicitation responses, evaluation of solicitation responses, or the award of the Contract resulting from the solicitation.

44. Purchase. “Purchase” means the process of (i) acquisition of any Article by the University by transfer of ownership or by lease or license for a stated Consideration paid to a Contractor; (ii) a Contract for any Service, including any Professional Service, to be provided by any Contractor for a stated Consideration; or (iii) a Contract for any labor, material, or equipment for construction, repair, alteration, remodeling, renovation, or demolition of any University building or other improvement to Real Property to be provided by a Contractor for a stated Consideration.

45. Purchase Associated Individual. “Purchase Associated Individual” shall mean regents, officers, and employees of the University employed in an advisory or decision-making capacity associated with any Purchase and members of their Immediate Family.

46. Real Property. “Real Property” means land and includes any right, title, or interest in land or in any building, structure, or other improvement permanently affixed to land.

47. Renewal Project. “Renewal Project” means any (i) deferred or preventive maintenance capital project that restores facilities or utility systems as closely as practicable to their original constructed condition; (ii) capital project that brings facilities into compliance with current fire safety, life safety, or hazardous materials abatement requirements; or (iii) capital project that brings facilities into compliance with the Americans with Disabilities Act.

48. Responder. “Responder” means an individual or entity who responds to a solicitation.

49. Sealed Bids. “Sealed Bids” means a type of Competitive Procurement as further defined in RP-6.2.1.5.a.1)ii.

50. Service. “Service” means the rendering of time or effort of a Contractor whose purpose is to perform an identifiable task rather than to furnish an Article.

51. Significant Change. “Significant Change” means (i) a change in the space allocation for any major room use category by 25% or more where the change equals at least 15% of the total net square feet and is 2,000 net square feet or greater or (ii) a programmatic change that involves a change in the program statement or the purpose of the capital project.

52. Small Purchase. “Small Purchase” means a type of Competitive Procurement as further defined in RP-6.2.1.5.a.1)iii.

53. Stage. “Stage” means a distinct component, portion, or subset of a capital project that has a defined scope of work and is designed to achieve a particular goal or milestone. A Stage may, at times, include or otherwise align with intermediate design review.

54. Surplus Personal Property. “Surplus Personal Property” means Personal Property, usable or non-usable property, which has been declared excess to the needs of an Administrative Unit.

55. Total Project Cost. “Total Project Cost” means all disbursements (including the aggregate Total Stage Cost of all Stages that comprise a capital project) necessary to allow a capital project to function as programmed and includes but is not limited to cost categories for Construction Cost, professional compensation, land costs, furnishing, equipment, financing, moving, and other charges.

56. Total Stage Cost. “Total Stage Cost” means all disbursements necessary to allow a Stage to function as programmed and includes but is not limited to cost categories for Construction Cost, professional compensation, land costs, furnishing, equipment, financing, moving, and other charges.

57. Traditional Project. “Traditional Project” means a capital project with (i) a preliminary Total Project Cost less than $150,000,000 or (ii) anticipated philanthropic funding of less than $100,000,000.

58. University. “University” means the University of Nebraska composed of a chief governing administrative unit (University of Nebraska Office of the ~~President~~CEO/President), four universities (the University of Nebraska-Lincoln, University of Nebraska at Omaha, University of Nebraska at Kearney, and University of Nebraska Medical Center), and such other institutions and units as may be designated by the Nebraska Legislature.

b. Rules of Construction

Unless the context clearly requires otherwise, the following rules of construction shall apply in RP-6.2 and RP-6.3:

1. Days means calendar days.

2. Article and section headings of each section are for information and convenience only and do not limit or construe the contents of any provision.

3. Defined terms are capitalized and, unless otherwise defined in the relevant policy or the context clearly requires otherwise, are defined within RP-6.1.a.

Reference: BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.2 Property

RP-6.2.1 Purchasing Policy

1. Policy References

   a. Bylaws, section 6.1, relating to obligations.

   b. The Bylaws, section 6.4, relating to Contracts.

   c. Neb. Rev. Stat. §§ 13-801 to -827, relating to interlocal cooperation.

   d. Neb. Rev. Stat. §§ 13-2101 to -2112, relating to businesses located in a designated enterprise zone.

   e. Neb. Rev. Stat. §§ 49-1401 to -14,142, relating to political accountability and disclosure.

   f. Neb. Rev. Stat. §§ 73-101 to -107, relating to public lettings.

   g. Neb. Rev. Stat. §§ 84-712 to -712.09, relating to disclosure of public records.

   h. Neb. Const. art. VII, § 10, relating to the general government of the University.

   i. Neb. Const. art. XIII, § 1, relating to contracting of debts by the state of Nebraska.

   j. 2 C.F.R. § 200.0 to 2 C.F.R. Pt. 200, App. XII, as applicable, relating to uniform guidance for federal awards.

2. Purpose

   The purpose of this RP-6.2.1 is to provide uniform purchasing requirements for the University.

3. Applicability

   This RP-6.2.1 shall apply to the Purchase of Articles and Services, including Professional Services, except the Purchase of Licensed Professional Services, which is addressed in RP-6.3.2; the Acquisition of Real Property, which is addressed in RP-6.2.3; and the acquisition of any lease, license, or easement in Real Property.

4. General Procurement Standards

   a. Purchases shall be in the name of the Board of Regents of the University of Nebraska. No commitment of University funds shall be made except by means of a University purchasing card or Contract (including a purchase order) approved by an Authorized Signatory.

   b. Title and all rights of ownership to Articles purchased with University funds shall vest in the University, except for Articles purchased in accordance with donated or restricted funds providing for other ownership.

c. Clear and accurate written specifications shall be developed for Competitive Procurements and must not contain features which unduly restrict competition.

d. The University will avoid acquisition of unnecessary or duplicative Articles or Services. When economical, consideration will be given to consolidating Purchases. Where appropriate, an analysis will be made of lease versus purchase alternatives.

e. The University must perform a cost or price analysis in connection with every Purchase in excess of $250,000, including Contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular Purchase.

f. In order to ensure objective Contractor performance and eliminate unfair competitive advantage, Contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such Purchases.

g. Purchases involving external financing, including but not limited to finance leases, must be approved pursuant to RP-6.8.

h. The Senior Vice President for Business and Finance and CFO shall coordinate the establishment and maintenance of uniform standards and specifications for Purchases by the University.

5. Methods of Procurement

a. Competitive Procurement

Except as otherwise allowed in RP-6.2.1.5.b, the University must solicit Competitive Proposals or Sealed Bids for any Purchase of $250,000 or more and use Small Purchase procedures for any Purchase that is less than $250,000 but is equal to or exceeds the Micro-Purchase threshold determined by the University in accordance with federal regulations.

1) Types of Competitive Procurement

i. Competitive Proposals. The solicitation of Competitive Proposals (often referred to as a request for proposals or RFP) is normally conducted with more than one source submitting an offer, resulting in either a fixed price or cost-reimbursement type Contract. Solicitation of Competitive Proposals is generally performed when conditions are not appropriate for the solicitation of Sealed Bids. Opportunities must be publicized and must define the Articles and/or Services requested. The publication must identify all evaluation factors and their relative importance.

ii. Sealed Bids. Sealed Bids are publicly solicited and a firm fixed price Contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. For solicitation of Sealed Bids to be feasible, the following conditions should be present: (A) a specification or purchase description is available; (B) two or more responsible bidders are willing and able to compete for the Purchase; (C) the Purchase lends itself to a firm-fixed-price Contract; and (D) the selection of the a Responder can be made principally based on price. Opportunities must be publicized and must define the Articles and/or Services requested. Bids must be solicited from an adequate number of qualified sources.

iii. Small Purchase. Small Purchase procedures are those relatively simple and informal procurement methods for securing Articles and/or Services. Price or rate quotations must be obtained from an adequate number of qualified sources.

2) Criteria for Evaluating Competitive Procurement

i. If using Competitive Proposals or Small Purchase procedures, the University may conduct comparative performance evaluations and will make an award to the responsible Responder whose proposal is most advantageous to the University, with price and other factors considered. If using Sealed Bids, the University will make an award in writing to the lowest responsive and responsible bidder; payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

ii. In evaluating responses to Competitive Procurement, the University may consider the following factors:

A. The best interests of the University;

B. The conformity of the solicitation response with the solicitation;

C. The purposes for which the Article and/or Service are required;

D. The times of delivery of the Article and/or Service;

E. The life-cycle cost, evidence of expected life, repair and maintenance costs, and energy consumption and efficiency of an Article;

F. The quality or performance of an Article and/or Service proposed to be provided, taking into consideration any commonly accepted tests, standards of product usability, and user requirements;

G. The transportation costs or risk of loss associated with any Article and/or Service; and

H. Such other information as the University deems appropriate.

iii. In determining responsibility, the following elements shall be given consideration:

A. The ability, capacity, and skill of the Responder to comply with the University's specifications to provide the Articles and/or Services;

B. The character, integrity, reputation, judgment, experience, and efficiency of the Responder;

C. Whether the Responder can provide the Articles and/or Services within the time specified;

D. The quality of the Responder's previous performance; and

E. The Responder's previous and existing compliance with applicable laws, rules, regulations, and University policy.

iv. The University shall have the right to reject any or all solicitation responses received. Further, the University may waive any informality or irregularity in any solicitation response which does not materially affect the integrity or effectiveness of the Competitive Procurement. The University, in its discretion, will make awards it believes to be in its best interest.

The University may reject the solicitation response of any Responder who has (A) failed to adequately perform a previous Contract with the University, regardless of whether the Responder received full payment under the Contract; (B) failed to provide any required bid security, if applicable; (C) submitted a solicitation response which is in any way incomplete, irregular, or not responsive to specifications; or (d) has been debarred, suspended, or declared ineligible for federal contracting purposes.

v. A minimum of fifteen days shall elapse between the time Competitive Proposals or Sealed Bids are advertised or called for and the time of their opening; provided, however, the Chief Procurement Officer may, upon written notice to the Chair of the Board of Regents, shorten this time period for an Emergency. Any such shortening of this time period by the Chief Procurement Officer shall be reported to the Board of Regents at its next regular meeting. The timeframe for Small Purchases shall be determined on a case-by-case basis.

vi. A tie may be resolved (A) by submission of final solicitation responses containing each Responder's most favorable terms; (B) in the best interests of the University, as determined by the University; or (C) by a witnessed coin toss. Any preference given to a Responder will be factored into the solicitation response of such Responder prior to determination of whether a tie has occurred.

vii. A resident disabled veteran, as defined in Neb. Rev. Stat. § 73-107(2), or a business located in a designated enterprise zone under Neb. Rev. Stat. §§ 13-2101 to -2112 shall be allowed a preference over any other Responder if all other factors are equal. The University shall only give a Responder requesting such preference if the Responder submits the following documentation within ten business days of the request:

A. Documentation from the United States Armed Forces confirming service;

B. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);

C. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and

D. Documentation which shows (I) ownership and control of a business or, in the case of a publicly owned business, more than

fifty percent of the stock is owned by one or more persons described in Neb. Rev. Stat. § 73-107(2)(a) and (II) the management and daily business operations of the business are controlled by one or more persons described in Neb. Rev. Stat. § 73-107(2)(a).

b. Non-Competitive Procurement

1) Types of Non-Competitive Procurement

i. Micro-Purchase. Procurement by Micro-Purchase is the acquisition of Articles or Services, the aggregate dollar amount of which does not exceed the Micro-Purchase threshold determined by the University in accordance with federal regulations. Micro-purchases may be awarded without soliciting competitive quotations if the University considers the price to be reasonable.

ii. Government, Education, Cooperative, or Consortium Purchase. Purchases do not require Competitive Procurement if sourced from (A) any purchasing cooperative or consortium of which the University or a Campus is a member, (B) the U.S. government or any agency or instrumentality thereof, (C) the state of Nebraska or any agency or instrumentality thereof, (D) a political subdivision of the state of Nebraska, (E) any governmental or public entity created by an interlocal cooperation agreement pursuant to Neb. Rev. Stat. §§ 13-801 to -827, (F) any private or public postsecondary educational institution, or (G) any Contractor pursuant a U.S. government General Services Administration pricing agreement; provided, however, under no circumstances shall the University be contractually obligated or liable for any purchase by another educational institution or governmental entity, or by any other member of a purchasing cooperative or consortium.

iii. Exempt Purchase. The Chief Procurement Officer may, by formal written exemption, exempt from Competitive Procurement certain Articles or Services for which Competitive Procurement is impractical, disadvantageous, or unreasonable under the circumstances. Examples include:

A. Articles or Services to be purchased in special market conditions;

B. Articles or Services requiring special contracting procedures due to uniqueness;

C. Legal advertising, publication, or placement of advertisements by University personnel directly with media sources;

D. Animals, feed for such animals, and plants necessary for specialized research;

E. Used Articles; or

F. Acquisition of Articles for direct resale.

Such written exemption shall describe the Articles or Services exempted; the justification for the exemption; the duration of the exemption, not to

exceed one year; and any other requirements or limitations appropriate to the circumstances.

iv. Procurement by Non-Competitive Proposals.

A. Procurement by non-competitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

I. The Article or Service is unique and available only from a single source (without limiting the generality of the foregoing, examples include public utilities; books, periodicals, and other publications; and specially designed business, research, or scientific equipment and software);

II. The Article or Service is necessary for the operation of an existing Article or performance of an existing Service purchased by the University;

III. Purchases necessary to address an Emergency;

IV. Purchases of Professional Services; provided, however, any contract for Licensed Professional Services shall be made in accordance with applicable law and Board of Regents policies requiring competitive negotiations for such Licensed Professional Services;

V. Purchases for maintenance or servicing of equipment made from the manufacturer of the equipment or the manufacturer's authorized service agent, where, in the judgment of the Authorized Signatory, such maintenance or service can be most effectively performed by the manufacturer or its authorized service agent;

VI. In cases of procurement using federal funding, the federal awarding agency or pass-through entity expressly authorizes non-competitive proposals in response to a written request from the non-federal entity;

VII. Purchases of construction management or design-build Contractor Services; provided, the Contracts for such Services shall be awarded in accordance with RP-6.3.7; and

VIII. After solicitation of a number of sources, competition is determined inadequate.

B. Except a Purchase by noncompetitive proposal under RP-6.2.1.5.b.1)iv.A.VIII, each Purchase by noncompetitive proposal must have written approval by a Procurement Officer prior to solicitation of the proposal. The Chief Procurement Officer must approve a Purchase by noncompetitive proposal of $250,000 or more. Each request for approval shall be accompanied by written justification from the college, school, department, division, office,

or other administrative subdivision within the University requesting the Purchase.

C. Unless an Article or Service is necessary for the operation of an existing Article or performance of an existing Service purchased by the University, a specification for a proprietary Article or Service does not justify a Purchase by noncompetitive proposal where there is more than a single source that can provide the Article or Service.

2) Notwithstanding the foregoing and except as otherwise provided by law, the University shall not enter into a Contract valued at $2,000 or more, in any one year, with a University employee, Immediate Family member of a University employee, or business associated with a University employee unless the Contract is awarded through Competitive Procurement.

6. Procurement Disputes

a. Protests shall be referred to the Principal Business Officer for resolution. The decision of the Principal Business Officer will be communicated in writing to the Responder and is final. In responding to a Protest, the Principal Business Officer shall not consider:

1) Any Protest that does not strictly address the solicitation process, specifications, solicitation responses, evaluation of solicitation responses, or the award of the Contract resulting from the solicitation; or

2) Any Protest received later than seven days after the day the University notifies Responders of its intent to award the Contract resulting from the solicitation;

3) Reasons for the Protest not communicated to the University in writing within seven days after the day the University notifies Responders of its intent to award the Contract resulting from the solicitation; or

4) Any Protest that does not include (i) the name and address of the Responder; (ii) specificity sufficient to identify the solicitation; (iii) a detailed statement of the reasons for the Protest; (iv) any available exhibits, evidence, or documents supporting the Protest; and (v) the remedy requested.

b. Each Principal Business Officer shall immediately notify the Office of the General Counsel of any Protest.

7. Procurement Conflicts of Interest

a. No Purchase Associated Individual shall be financially interested, or have any beneficial personal interest, either directly or indirectly, in a Purchase. No Purchase Associated Individual shall receive or accept, either directly or indirectly, by rebate, gift, or otherwise, any money or other specific item of value whatsoever, or any promise, obligation or contract for future reward or compensation from any Contractor or Responder which has submitted or intends to submit a bid or proposal in connection with any Purchase or which has otherwise been contacted by the University relating to a proposed Purchase.

b. No Purchase Associated Individual shall have any direct or indirect financial interest in any Contractor, Responder, or any agent or representative thereof, from or through whom the Purchase Associated Individual shall make any Purchase on behalf of the University.

c. No Article or Service shall be purchased from any University employee without prior approval by the Principal Business Officer.

d. University funds shall not be expended for Articles or Services which are for the personal use of employees.

e. Violation of this RP-6.2.1.7 shall constitute adequate cause for immediate suspension or dismissal from University employment.

8. Public Records Requests

a. Solicitation responses submitted to the University are presumed to be public records. Solicitations for Competitive Proposals and Sealed Bids shall require each Responder to:

1) Submit with its solicitation response a separate attachment that clearly marks or identifies information within its proposal that is exempt from disclosure under Neb. Rev. Stat. § 84-712.05, such as trade secrets, in-progress and unpublished academic or scientific research work, or other proprietary or commercial information that, if released, would give advantage to business competitors and serve no public purpose; and

2) Be solely responsible for providing the defense to any challenge to a decision to withhold information marked or identified as exempt from disclosure under Neb. Rev. Stat. § 84-712.05.

b. Notwithstanding the foregoing, aggregate price terms appearing in solicitation responses calling for the expenditure of public funds may not be withheld from disclosure. Any reasonably segregable portion of a solicitation response that is not designated as exempt from disclosure shall be provided for public inspection after redaction of the portion or portions of the solicitation response that may be withheld.

c. Under Neb. Rev. Stat. § 73-101, the University may withhold all solicitation responses from public disclosure until the University notifies Responders of its intent to award a Contract.

Reference: BRUN, Minutes, 51, p. 147, attachment 4 (November 15, 1985).
BRUN, Minutes, 60, p. 142 (June 1, 1996).
BRUN, Minutes, 61, pp. 86-87 (November 22, 1997).
BRUN, Minutes, 62, p 111 (May 1, 1999).
BRUN, Minutes, 63, p. 91 (November 3, 2000).
BRUN, Minutes, 63, p. 125 (March 3, 2001).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 67, p. 60 (November 7, 2008).
Corporation Secretary revision, RP-6.2.1.14 (August 14, 2009).
Corporation Secretary revision, RP-6.2.1.6.e.7 (October 7, 2009).
BRUN, Minutes, 70, p. 11 (March 11, 2011).
BRUN, Minutes, 75, p. 27 (June 28, 2018).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.2.2 Disposal of Surplus Personal Property

1. Policy References

a. Neb. Rev. Stat. § 85-105, relating to Board of Regents' authority to dispose of personal property.

b. Bylaws, sections 6.3, 6.4, and 6.5, relating to personal property, contracts, and the use of property.

c. BRUN Minutes, 51, p. 138, (November 15, 1985) Policy for Authority to Execute Contracts.

d. BRUN Minutes, 51, p. 138 (November 15, 1985) Purchasing Policy.

2. Purpose

The purpose of this RP-6.2.2 is to provide a uniform University-wide procedure for the disposal of Surplus Personal Property.

3. Applicability

This RP-6.2.2 shall apply to the disposal of Surplus Personal Property, except for Personal Property being disposed of as a trade in for the Purchase of other Personal Property. This RP-6.2.2 shall not apply to the disposal of Real Property.

4. Policy for the Disposal of Surplus Personal Property

a. Some federal grants or contracts may require that funds from the sale of Personal Property originally purchased in support of the grant or contract be returned to the federal government. Personal Property in this category will be handled on an individual basis in cooperation with the applicable grants office. Disposal of other federal Personal Property will be in accordance with RP-6.2.2.4.b to .e below.

b. The Senior Vice President for Business and Finance and CFO shall coordinate the establishment and maintenance of uniform standards and specifications for transfer of Surplus Personal Property between Campuses.

c. If Surplus Personal Property is not transferred to another Campus, the Principal Business Officer may authorize the sale by the method that is most advantageous to the University. Generally sale of Surplus Personal Property having an estimated value in excess of $50,000 will be by auction, sealed bid public sale, or exchange for other property.

d. The disposal of firearms, other weapons and ammunition should be restricted to the sale, trade-in or destruction by a licensed weapons dealer or another law enforcement agency. Additionally, documentation supporting the disposition of the firearms, weapons, and ammunition should be maintained on file in accordance with BOR Records Retention Schedule 170-18, Security, Police and Parking Records.

e. Specialized disposition methods other than public sale or standard auction should be defined for items included in other controlled property categories (i.e. hazardous materials and chemicals, information technology equipment that contain sensitive data, research-restricted or export-controlled equipment, artwork, antiques or donor-restricted items).

~~d.~~

~~e.~~f. No single item of Personal Property having an estimated market value more than $500,000 shall be sold without prior approval by the Board of Regents.

~~f.~~g. All sales shall be made in the name of the Board of Regents.

5. Pricing Practices

The sale price of Surplus Personal Property shall be the highest price if sold by public auction or sealed bid public sale, or the fair market value if no bid is involved.

6. Disposal of Scrap or Salvage Personal Property

Any Surplus Personal Property which a Principal Business Officer determines to have no value, except as scrap or salvage material, may be disposed of by salvage or scrap Contract or in whatever manner is most advantageous to the University.

7. Expense of Disposing of Personal Property

The expense of selling Surplus Personal Property shall be deducted from the proceeds of the Personal Property being sold.

8. Sale to University Personnel

No preference will be given to University employees in any sale of Surplus Personal Property.

9. Uniform Standards

The Senior Vice President for Business and Finance and CFO shall coordinate the establishment and maintenance of uniform standards and specifications for the disposal of Surplus Personal Property of the University.

Reference: BRUN, Minutes, 52, p. 177 (April 11, 1987).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.2.3 Acquisition and Disposal of Real Property

1. Policy References

a. Neb. Rev. Stat. § 85-105, relating to Board of Regents authority to acquire and dispose of Real Property.

b. Neb. Rev. Stat. §§ 25-2501 to -2506, 76-701 to -726, 76- 1214 to -1242, and 85-133, relating to acquisition of real property by exercise of eminent domain and assistance to be provided to persons displaced by publicly-financed projects.

c. Neb. Const. art. III, § 20, relating to the lease and development of Real Property belonging to the state of Nebraska.

d. Bylaws, section 2.4, relating to administration of real property.

e. RP-6.3.1, Administrative Approval of University Contracts.

f. BRUN Minutes, Volume 49, p. 12, (October 21, 1983), relating to relocation assistance.

2. Purpose

The purpose of this RP-6.2.3 is to establish uniform guidelines and procedures to ensure that acquisition and disposal of Real Property by the University is in compliance with applicable law and Board of Regents policies.

3. General Counsel Review of Leases, Licenses, and Easements in Real Property.

Any Contract for the acquisition or disposal of a lease, license, or easement in Real Property shall be reviewed by the Office of the General Counsel prior to execution.

4. General Standards for Acquisition of Real Property

   a. All Real Property acquired by the University shall be acquired in the name of the Board of Regents.

   b. Each Campus shall obtain an appraisal by a qualified real estate appraiser concerning the fair and reasonable market value of property proposed for acquisition.

   c. When a Campus identifies the need for Real Property it shall submit a written report to the Board of Regents or CEO/President, as applicable. The report shall include: (1) justification of need, (2) the legal description of the property, (3) a general description of any buildings and other improvements located on the property, (4) a summary of the past and present use of the property, (5) the land use zoning of the property, if any, (6) the appraised or estimated value of the property, (7) a summary of the ESA conducted of the property as provided in RP-6.2.3.7 below, and (8) the impact, if any, on any applicable Campus master site plan.

   d. All Contracts, deeds, and other instruments for the Acquisition of Real Property shall be reviewed by the Office of the General Counsel prior to execution.

   e. All deeds and other instruments will be recorded with the appropriate county as soon as practical after receipt.

5. Acquisition of Real Property Valued at Less than $1,000,000

   Any proposed Acquisition of Real Property valued at less than $1,000,000 shall be submitted to the CEO/President for approval. The University shall not enter into a Contract and/or commit funds for the Acquisition of Real Property until the proposed Acquisition of Real Property has been approved by the CEO/President. Acquisition of Real Property having a value between $250,000 and $1,000,000 shall be reported to the Board of Regents at its next regular meeting.

6. Acquisition of Real Property Valued at $1,000,000 or Greater

   Any proposed Acquisition of Real Property valued at $1,000,000 or greater shall be submitted to the Board of Regents for approval. The University shall not enter into a Contract and/or commit funds for the Acquisition of Real Property until the proposed Acquisition of Real Property has been approved by the Board of Regents. Funds of the University, excluding refundable deposits, shall not be paid out for Acquisition of Real Property until the Acquisition of Real Property has been approved by the Board of Regents.

7. Environmental Review Policy for Acquisition of Real Property

   a. Within six months prior to the Acquisition of Real Property, an ESA shall be conducted by the Campus seeking an Acquisition of Real Property, including Real Property acquired by donation or bequest. Investigation of environmental issues or conditions shall be determined and performed on a property-by-property basis but in all cases must meet the standard of All Appropriate Inquiries, as defined by applicable law.

   b. The ESA shall be performed by an environmental professional.

   c. All costs of the ESA shall be paid by the Campus seeking the Acquisition of Real Property.

d. The ESA report shall be reviewed by the Office of the General Counsel and the Principal Business Officer.

e. A decision to conduct any further environmental assessment, reject the Real Property, or make an Acquisition of Real Property with identified risks, subject to Board of Regents approval, shall be made by the Principal Business Officer after consulting with the Office of the General Counsel.

8. Eminent Domain

If a Campus proposes an Acquisition of Real Property through exercise of the Board of Regents' power of eminent domain, the Office of the General Counsel shall have responsibility for compliance with statutory requirements for notice, hearing, good faith negotiations, and, if necessary, commencement of eminent domain proceedings. For any Acquisition of Real Property using eminent domain, the Principal Business Officer shall, in consultation with Office of the General Counsel, be responsible for compliance with applicable law relating to relocation assistance, if any.

9. General Standards for Disposal of Real Property

a. When a Campus determines Real Property is excess to the needs of the Campus and desires to make a Disposal of Real Property, it shall submit a written report to the Board of Regents or CEO/President, as applicable. The report shall include: (1) justification of the need for the Disposal of Real Property; (2) the legal description of the Real Property; (3) a general description of any buildings and other improvements located on the Real Property; (4) a summary of the past and present use of the Real Property; (5) the land use zoning of the Real Property, if any; (6) the appraised market value of the Real Property; and (g) the impact, if any, on any applicable Campus master site plan.

b. All Contracts, deeds, and other instruments for Disposal of Real Property shall be reviewed by the Office of the General Counsel prior to execution.

c. Unless an alternate method for Disposal of Real Property is approved by the Board of Regents or the CEO/President, as applicable, Disposal of Real Property shall be by public auction or by sealed bid public sale, except where Disposal of Real Property shall be to the state of Nebraska or to any agency or political subdivision thereof. The University shall always reserve the right to reject any and all bids at any public auction or sealed bid public sale.

d. The University shall not dispose of salt springs, coal, oil, minerals, or other natural resources on or contained in any Real Property.

e. All deeds, and other instruments as appropriate, will be recorded in the appropriate county as soon as practical after receipt.

10. Disposal of Real Property Valued at Less than $1,000,000

The University shall not enter into a Contract for the Disposal of Real Property having a value of $1,000,000 or less until such Disposal of Real Property has been approved in writing by the CEO/ President. Disposal of Real Property having a value between $250,000 and $1,000,000 shall be reported to the Board at its next regular meeting.

11. Disposal of Real Property Valued at $1,000,000 or Greater

The University shall not enter into a Contract for the Disposal of Real property having a value of $1,000,000 or Greater until such Disposal of Real Property has been approved by the Board of

Regents. In addition, no Contract or instrument for the Disposal of Real Property upon which buildings of the University having a value in excess of $1,000,000 are located shall be executed until the Disposal of Real Property has also been approved by the Nebraska Legislature as required by Neb. Rev. Stat. § 85-105.

Reference: BRUN, Minutes, 52, p. 180 (April 11, 1987).
BRUN, Minutes, 61, p. 14 (February 22, 1997).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 66, p. 11 (March 3, 2006).
BRUN, Minutes, 66, p. 78 (March 9, 2007).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.2.4 Vacating of Streets and Curb Cuts

The Principal Business Officer is authorized to act and sign on behalf of the Board of Regents:

1. A petition or application to any municipality or county (a) for the vacation of any public right-of-way, (b) for any curb cut or street set-back, or (c) in connection with any other matters involving use by the University of any public right-of-way, or other property of any municipality or county.

2. Written acceptance of any ordinance or resolution passed by any municipality or county as a result of any such petitions and applications.

Reference: BRUN, Minutes, 26, pp. 253-254 (December 8, 1964).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.2.5 Use of University Personnel in Planning/Construction

1. Purpose

   The University will normally obtain the services of private architects, engineers, and contractors for new construction, Alteration, and repair projects. However, recognizing that there are times when it is more feasible, economical, and efficient to accomplish University projects with University employees, this RP-6.2.5 establishes thresholds under which projects may be accomplished with University employees without prior Board of Regents approval.

2. New Construction, Alteration, and Repair Projects

   University employees may be used to accomplish new construction, Alteration, and repair projects for which the preliminary Total Project Cost does not exceed $250,000. Board of Regents approval shall be obtained for projects to be accomplished by University employees in which the preliminary Total Project Cost exceeds $250,000.

3. Design Services

   Qualified University employees may be used to design and engineer projects for which the Total Project Cost does not exceed $400,000. Board of Regents approval shall be obtained for projects to be accomplished by qualified employees in which the Total Project Cost exceeds $400,000.

4. Project Representative

   A University employee will be designated the project coordinator on projects with a Total Project Cost in excess of $400,000 to act on behalf of the University in coordinating architect and contractor requirements. Qualified University employees may be used to coordinate projects, if

necessary, as the University's representative regardless of the Total Project Cost. This coordination does not eliminate the need for an architect in accordance with Contract requirements.

Reference: BRUN, Minutes, 41, p. 167-168 (February 18, 1978).
BRUN, Minutes, 63, p. 91 (November 3, 2000).
BRUN, Minutes, 66, p. 11 (March 3, 2006).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.2.6 Provision of Housing Allowance for the CEO/President and CAOs/Chancellors

If the University does not provide an official residence for the CEO/President or CAOs/Chancellors, a housing allowance may be provided to the CEO/President and CAOs/Chancellors for use of their personal homes in the normal course of University business for meetings with and entertainment of students, faculty, staff, alumni, and friends of the University. Such housing allowances, if any, will be provided in the contract of employment. Public funds shall not be used to perform construction, maintenance, including lawn care or snow removal, or repair work on the personal residence of a CEO/President or a CAO/Chancellor, and University personnel shall not be used for such purpose.

Reference: BRUN, Minutes, 58, p. 12 (February 13, 1993).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.2.7 Naming of Facilities

1. Purpose

   The purpose of this RP-6.2.7 is to establish the authority and procedures for naming Facilities at the University of Nebraska.

2. Authority for Naming Facilities

   a. The assignment of a Generic Name to a Facility shall be submitted by the Principal Business Officer to the CEO/President for approval. Such naming shall be reported to the Board of Regents.

   b. Any proposed naming of a Minor Facility for an individual, family, or entity shall be submitted by the Principal Business Officer to the CEO/President for approval. Such naming shall be reported to the Board of Regents.

   c. Any proposed naming of a Major Facility for an individual, family, or entity shall be submitted jointly by the Principal Business Officer and the CEO/President to the Board of Regents for approval.

3. General Standards for Naming Facilities

   a. A Facility may be named for individuals, families, or entities meeting one or more of the following criteria:

      1) Faculty members, staff members, or University officers who have provided extraordinary service to the University;

      2) Alumni who have provided extraordinary service to the University;

3) Distinguished individuals who have provided extraordinary service to the University or who otherwise merit special recognition; and/or

4) Donors who have made a significant financial contribution to the University.

b. Unless the naming is made pursuant to RP-6.2.7.3.a.4) or the provisions of this RP-6.2.7.3.b are expressly waived by the Board of Regents: (1) Facilities shall not be named for an elected official or other individual currently employed by the University or the state of Nebraska and (2) Facilities shall not be named for an individual earlier than five years following the departure, death, or retirement of the individual from the University or the state of Nebraska or the end of an elected official's term in office.

c. When an Administrative Unit proposes the naming of a Facility for an individual or family, the Administrative Unit shall submit a written report to the Board of Regents or CEO/President, as applicable. The report shall include:

1) The overall benefit of such naming to the University;

2) Whether the name is and will continue to be a positive reflection on the Administrative Unit;

3) Whether the name comports with the purpose and mission of the University;

4) Any potential conflict of interest issues affecting the University;

5) Any potential impact upon the academic or research autonomy of the University;

6) Any potential impact on future giving by donors;

7) Efforts to ensure compliance with applicable policies, laws, and regulations (consultation with the Office of the General Counsel required); and

8) Any potential impact on existing or future tax-exempt bonds (consultation with the Office of the General Counsel required).

d. When an Administrative Unit proposes the naming of a Facility for an entity, in addition to the written report required under RP-6.2.7.3.c above, the Administrative Unit shall also confirm that the naming for such entity: (1) is appropriate in the educational and public setting of the University, (2) will not detract from the University's use of the Facility or the University's reputation as a public institution of higher education, and (3) will not result in impermissible commercial endorsement or advertising benefitting the commercial enterprise (consultation with the Office of the General Counsel required).

e. No commitment for naming a Facility shall be made prior to approval of the proposed name in accordance with this RP-6.2.7.

4. Duration of Names

a. A Generic Name for a Facility may be changed in accordance with the requirements of this RP-6.2.7 if there is a change in the function of such Facility or if the proposed naming of such Facility for an individual, family, or entity is approved.

b. The naming of a Facility for an individual or family is generally expected to last for the useful life of the Facility.

c. The naming of a Facility for an entity will be for a term of years, which term will be determined on a case-by-case basis. Typically, the duration of a name for an entity should not exceed twenty-five years. In the event of a change in such entity's name, the CEO/President or Board of Regents, as applicable, may remove such name from the Facility or rename the Facility.

d. If a Facility is replaced or substantially renovated, it may be renamed, subject to the terms of any existing agreement related to the prior naming.

e. If any individual, family, or entity for which a Facility is named acts in a manner that brings discredit to, or otherwise harms the reputation or stature of the University or fails to fulfill agreed upon obligations associated with the naming, the CEO/President or the Board of Regents, as applicable, may change the name of the Facility upon consultation with the Office of the General Counsel.

Reference: BRUN, Minutes, 58, p. 20-21 (June 19, 1993).
BRUN, Minutes, 60, pp. 48-50 (June 10, 1995).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 66, p. 11 (March 3, 2006).
BRUN, Minutes, 67, p. 19 (March 7, 2008).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.3 Contracts

RP-6.3.1 Administrative Approval of University Contracts

1. Policy References

a. Bylaws, section 2.4, relating to the responsibilities of the Senior Vice President for Business and Finance and CFO.

b. Bylaws, section 6.1, relating to University obligations.

c. Bylaws, section 6.4, relating to delegation of authority to the CEO/President to approve and execute certain types of Contracts.

d. Neb. Rev. Stat. §§ 13-801 to -827, relating to interlocal cooperation.

e. Neb. Rev. Stat. §§ 73-201 to -204, relating to contingent fee contracts.

f. Neb. Rev. Stat. § 81-8,305, relating to where contract actions against the University may be initiated.

g. Neb. Const. art. V, § 22, relating to the state of Nebraska's ability to sue and be sued.

h. Neb. Const. art. XIII, § 1, relating to contracting of debts by the state of Nebraska.

2. Purpose

The purpose of this RP-6.3.1 is to specify procedures for approval of Board of Regents Contracts and delegate authority to the CEO/President and employees designated by the CEO/President to approve and execute certain types of Contracts. Any authority to approve and execute Contracts that is not delegated pursuant to this RP-6.3.1 or the Bylaws is retained by the Board of Regents.

3. Contract Term

When the length of a Contract's term is relevant to the delegation of authority provided for in this RP-6.3.1, the Contract's entire potential length shall be determinative, e.g. if a Contract has an initial term of ten years with an option to renew for an additional five years, then for purposes of this RP-6.3.1, the term of the Contract is deemed to be fifteen years. A Contract involving the expenditure or receipt of University funds shall not have a Contract term for an unspecified or unlimited duration unless approved by the Board of Regents.

4. CEO/President's Administrative Authority to Approve and Execute Contracts

Pursuant to section 6.4 of the Bylaws and, when applicable, subject to Neb. Rev. Stat. §§ 73-201 to -204, the CEO/President shall have authority to approve and execute:

a. Any Contract with a public utility or similar organization for the purchase of public utility services used in the operation of the University.

b. Any Contract for the Purchase of fuels used in the operation of the University.

c. Any Contract relating to the staging, performance, or sponsorship of any cultural, performing arts, recreational, or intercollegiate athletic activity.

d. Any Contract for the Purchase of construction services which does not exceed $7,500,000. All such executed Contracts in excess of $1,500,000 shall be reported to the Board of Regents at its next regular meeting.

e. Any Contract of any nature, not otherwise described in this chapter; provided that the Contract does not exceed $7,500,000. All such executed Contracts in excess of $1,500,000 shall be reported to the Board of Regents at its next regular meeting.

f. Any amendment of or change order to a Contract approved by the Board of Regents and not otherwise described below in RP-6.3.1.4.g or .s that, when aggregated with all other amendments or change orders to that Contract, does not exceed the greater of $250,000 or 1.25% of the amount of the Contract originally approved by the Board of Regents.

g. Any amendment of or change order to a Contract for the Purchase of construction services that, once amended, exceeds $7,500,000 provided such amendment or change order does not exceed the greater of $1,000,000 or 1.25% of the Total Project Cost.

h. Any Contract for the Purchase of Professional Services, except the Professional Services of an architect, engineer, landscape architect, or land surveyor, which does not exceed $3,000,000. All such executed Contracts in excess of $1,500,000 shall be reported to the Board of Regents at its next regular meeting. Any contract with an accounting/auditing Contractor, regardless of dollar amount, must be approved by the Audit, Risk, and Compliance Committee.

i. Any Contract for the Purchase of the Licensed Professional Services of an architect, engineer, landscape architect, or land surveyor, where the Contractor has been selected in accordance with RP-6.3.2.

j. Any Contract granting to a party a lease or license to use University Real Property, provided (1) the Contract term does not exceed twenty years, or (2) the total aggregate rent or license fee payable over the Contract term does not exceed $7,500,000. All such executed Contracts in excess of $1,500,000 shall be reported to the Board of Regents at its next regular meeting.

k. Any Contract for or grant of an easement encumbering University Real Property where the value of the encumbrance of the easement and associated damages does not, in the

judgment of the University, exceed a value of $2,000,000. All such executed Contracts in excess of $1,000,000 shall be reported to the Board of Regents at its next regular meeting.

l. Any Contract granting a license or assigning the right to grant a license in any University technology as part of the transfer of such technology for commercial purposes, provided that an annual written report of all such Contracts shall be made to the Board of Regents.

m. Any Contract of employment that the CEO/President or his or her designee is authorized to approve in accordance with section 3.2 of the Bylaws.

n. Any Contract relating to the Acquisition or Disposal of Real Property that the CEO/President is authorized to approve in accordance with RP-6.2.3.

o. Any Contract relating to acceptance of a gift or grant that the CEO/President or a CAO/Chancellor is authorized to accept in accordance with RP-6.6.7.

p. Any Contract related to a research agreement, including subawards, and associated agreements routinely used in the operation of the University.

q. In consultation with the Chair of the Board of Regents, any Contract and all other documents as may be required in connection with the issuance of indebtedness to refund outstanding indebtedness, including, without limitation, lease obligations. The refund shall be reported to the Board of Regents at its next regular meeting.

r. Any Contract for interlocal cooperation authorized under Neb. Rev. Stat. §§ 13-801 to -827 that does not exceed $7,500,000; create or delegate power to any separate legal or administrative entity; involve establishment or maintenance of a joint budget; involve the levying of, collection of, or accounting for taxes; involve the issuance or refund of bonds; establish a joint board or administrator responsible for administering the Contract; or involve the acquisition, holding, or disposal of real or personal property. All such executed Contracts in excess of $1,500,000 shall be reported to the Board of Regents at its next regular meeting.

s. Any Contract, including any amendment or change order to such Contract, (1) that is related to a project or Stage approved by the Board of Regents under RP-6.3.6.2.e and (2) that, when aggregated with all other Contracts related to that project or Stage, does not exceed, as applicable, the approved Total Project Cost or Total Stage Cost.

t. Any Contract relating to the disposal of Personal Property when such disposal does not require approval by the Board of Regents under RP-6.2.2.

5. Delegation of CEO/President's Authority to Approve and Execute Contracts

The CEO/President may delegate authority to approve and execute Contracts, as specified above in this RP-6.3.1.4, to other employees of the University. Such delegation or change to an existing delegation of authority shall be made in writing, signed by the CEO/President, and reported to the Audit, Risk, and Compliance Committee of the Board of Regents. A copy of each written delegation shall be maintained on file as a matter of public record in the Office of the Corporation Secretary.

6. Emergency Approval by Board Chair

a. Except in cases of Emergency, any purported Contract of a type not described in RP-6.3.1.4 will have no force or effect and shall not be binding upon the University until such Contract shall have received approval by the Board of Regents.

b. In cases of Emergency, a proposed Contract of a type not described in RP-6.3.1.4 may be approved by the Chair of the Board of Regents after consultation with at least a majority of the members of the Executive Committee of the Board of Regents. A written report describing both the nature of the Emergency and the Contract approved shall be made to the Board of Regents at its next regular meeting.

7. Noncompliant Contract Provisions

Without discussion of associated legal risks with the Office of the General Counsel, an Authorized Signatory shall not enter a Contract containing any provision that purports to:

a. Obligate the University to indemnify any third party;

b. Consent to venue outside the state of Nebraska or the jurisdiction of courts other than courts in the state of Nebraska;

c. Consent to a formal method of resolution of disputes arising under the Contract not instituted in accordance with Neb. Rev. Stat. §§ 81-8,302 to -8,306; or

d. Require the application of the law of any state other than the state of Nebraska.

8. Limitations of Contractor Liability.

a. As a public entity and educational institution representing Nebraska taxpayers and University students, the University considers requests to limit a Contractor's liability to be matters of public policy. It is not normally appropriate for taxpayers and students to bear the risk of a Contractor's breach of a Contract. If the University agrees to limit a Contractor's liability:

1) The limit should be tied to the cost of the Contractor's potential liability under the Contract; and

2) The limit shall not apply to the Contractor's liability for death, personal injury, or damage to Real Property or arising from the Contractor's gross negligence or willful misconduct.

b. In making determinations under this RP-6.3.1.8, the Authorized Signatory shall consider whether:

1) Insurance coverage amounts and types required under the Contract are sufficient to cover the cost of reasonably foreseeable risks that may arise under the Contract; and

2) The amount of any limitation of Contractor liability exceeds the cost of any reasonably foreseeable risks that may arise under the Contract.

9. Effects of Noncompliance

A Contract signed by an individual without documented signature authority or that contains any provision contrary to RP-6.3.1.3, .7, or .8 is not binding on the University and may subject the individual who signed the Contract to University disciplinary action.

Reference: BRUN, Minutes, 59, pp. 214-218 (December 9-10, 1994)
BRUN, Minutes, 63, p. 91 (November 3, 2000).
BRUN, Minutes, 63, p. 125 (March 3, 2001).

BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 66, p. 11 (March 3, 2006).
BRUN, Minutes, 67, p. 60 (November 7, 2008).
BRUN, Minutes, 69, p. 67 (December 2, 2010).
BRUN, Minutes, 70, p. 41 (October 28, 2011).
BRUN, Minutes, 71, p. 4 (January 27, 2012).
BRUN, Minutes, 71, p. 33 (September 14, 2012).
BRUN, Minutes, 71, p. 53 (January 25, 2013).
BRUN, Minutes, 74, pp. 109-110 (December 5, 2017).
BRUN, Minutes, 75, pp. 84-89 (December 4, 2018).
BRUN, Minutes, 77, p. 32 (June 19, 2025).
BRUN, Minutes, 77, p. 50 (October 3, 2025).

RP-6.3.2 Qualification-Based Selection of Professional Services of Architects, Engineers, Landscape Architects, and Registered Land Surveyors

1. Purpose

   This RP-6.3.2 is intended to provide substantive standards to guide University-wide implementation. The CEO/President and Senior Vice President for Business and Finance and CFO shall have the authority to administer and implement the same.

2. Policy Reference and Definitions

   The Nebraska Consultants' Competitive Negotiation Act, Neb. Rev. Stat. §§ 81-1701 to -1721, governs the procurement of professional architectural, engineering, landscape architecture, and land surveying services by the state of Nebraska and all agencies thereof, including the University. In the event of a conflict between the provisions of the Consultants' Competitive Negotiation Act and this RP-6.3.2, the provisions of the Consultants' Competitive Negotiation Act shall control.

   In addition, those definitions set forth in Neb. Rev. Stat. §§ 81-1704 to -1710 shall apply to this RP-6.3.2.

3. Procurement of Licensed Professional Services; Exception for Four-Year Selection Process

   Except for the four-year selection process provided in RP-6.3.2.4, when Licensed Professional Services are required for a project where the estimated Construction Cost of the project or the estimated fees for such Licensed Professional Services exceed ten times the statutory minimum fee provided by Neb. Rev. Stat. § 81-1712(1), the Contractor to provide the Licensed Professional Services will be selected in accordance with the procedures set forth in Neb. Rev. Stat. §§ 81-1712 to -1715 and utilizing the Project Evaluation Board as described in RP-6.3.8.

4. Four-Year Selection Process

   When Licensed Professional Services are required and the estimated Construction Cost or the estimated fee for such Licensed Professional Services is between the statutory minimum fee provided by Neb. Rev. Stat. § 81-1712(1) and ten times the statutory minimum fee, the Contractor to provide the Licensed Professional Services may be selected from the University's four-year list of Licensed Professional Service Contractors determined in accordance with the procedures set forth in Neb. Rev. Stat. §§ 81-1712 to -1715 and the University's established four-year selection procedures. The four-year list shall be approved by the Board of Regents.

5. Purchase of Licensed Professional Services Costing Less than the Statutory Minimums

When Licensed Professional Services for a project where the estimated Construction Cost or the estimated fee for such Licensed Professional Services are less than the statutory minimums provided by Neb. Rev. Stat. § 81-1712(1), the Principal Business Officer shall select the Licensed Professional Services Contractor.

6. Preference for Nebraska Firms

In view of the size, number, and experience of firms in the state of Nebraska, and the more effective delivery of Licensed Professional Services usually realized from Contractors having close proximity to the University, there is a preference for in-state registered firms or joint ventures over out-of-state registered firms unless:

a. The project requires special knowledge or professional experience which is not otherwise available within the state of Nebraska;

b. The selection of an out-of-state Licensed Professional Services Contractor is considered necessary to obtain a major gift, grant, or other funding for a project; or

c. The out-of-state firm has established experience that is beneficial to and in the best interests of the University.

7. Licensed Professional Services Firm Data

The ~~Associate Vice President for University Services~~Chief Procurement Officer will maintain files and update, at least annually, University data on Licensed Professional Services firms. These files will be the primary source of information for certifying Licensed Professional Services firms pursuant to this RP-6.3.2.

Reference: BRUN, Minutes, 50, pp. 291-294 (April 12 and 13, 1985).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 62, p. 37 (May 16, 1998).
BRUN, Minutes, 63, p. 91 (November 3, 2000).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 67, p. 63 (November 7, 2008).
Corporation Secretary revision, RP-6.3.2.8 (August 14, 2009).
Corporation Secretary revision, RP-6.3.2.3 (December 6, 2010).
BRUN, Minutes, 73, p. 23 (April 10, 2015).
BRUN, Minutes, 74, pp. 109-110 (December 5, 2017).
BRUN, Minutes, 77, p. 32 (June 19, 2025).
BRUN, Minutes, 77, p. 50 (October 3, 2025).

RP-6.3.3 Ownership of Artwork

1. Copyright

a. Whenever possible, the University will attempt to obtain a complete assignment of the copyright(s) for a work of art at the time it purchases the work of art. It will also attempt to obtain full warranty of genuineness, authorship, title, and authority to transfer both the work of art and the copyrights.

b. If the owner of the work of art and of the copyrights cannot or will not assign the copyrights, then the University will attempt to obtain the licenses that it needs on a royalty-free basis. Generally, these are copyright licenses to reproduce the work, display the work, prepare derivatives of the work, and distribute copies of the work. The University will, at the same time, attempt to obtain the right to authorize others to hold the same rights without the payment of a royalty.

c. The University may split royalties with artists in the case that the works are reproduced for advertising by for-profit entities or copies are made for commercial sale.

2. Museum Collections

a. The Board of Regents shall hold title to the permanent collections of University museums and galleries.

b. The Board of Regents authorizes the Principal Business Officer or their designee to approve additions or deletions to any collection provided that such actions are in accordance with the museum's accessioning and deaccessioning policies.

c. Each museum or gallery shall develop and maintain policies for accessioning and deaccessioning permanent collections. These policies and any amendments require approval by the Principal Business Officer every three years. These policies must include a requirement for a regular inventory of collections to be provided to the Director of Risk Management and the campus Principal Business Officer.

Reference: BRUN, Minutes, 44, pp. 245 and 262 (May 17, 1980).
BRUN, Minutes, 67, p. 26 (March 7, 2008).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.3.4 Building Renewal Fund

1. Purpose and Policy Reference

RP-6.3.4 is intended to provide substantive standards to guide the establishment and management of the Building Renewal Fund. The CEO/President and Senior Vice President for Business and Finance and CFO shall have the authority to manage the Fund within the framework of this policy.

The Building Renewal Fund supports the long-term stewardship of the University's facilities, allows the University to prepare long-term capital renewal plans and manage these financial resources holistically across the University, and fulfills the requirements of Neb. Rev. Stat. § 85-421.

2. Program Overview

The Building Renewal Fund is established within the Office of the Senior Vice President for Business and Finance and CFO. The Building Renewal Fund will provide funding for approved capital renewal projects across the University. The Building Renewal Fund will be managed in a manner consistent with RP-6.3.6.

3. Building Renewal Fund Management

a. The Building Renewal Fund will be administered by the Office of the Senior Vice President for Business and Finance and CFO.

b. The Building Renewal Fund was established with an initial $2,000,000 deposit as part of the University's FY2023-24 operating budget approved by the Board of Regents on June 22, 2023 (BRUN, Minutes, 76, p. 214). The Board of Regents directs the CEO/President and the Senior Vice President for Business and Finance and CFO to increase the annual allocation to the Building Renewal Fund by at least $2,000,000 per year until the Building

Renewal Fund has a minimum annual budget of $64,000,000. Any changes to this funding plan must be approved by the Board of Regents.

c. The Senior Vice President for Business and Finance and CFO will develop five-year capital renewal plans based on the Building Renewal Fund's forecasted value. These plans will be reviewed by the Business and Finance Committee of the Board of Regents and reported to the Board of Regents.

d. The Building Renewal Fund may only be used for capital renewal, renovation, replacement, or repair projects. All projects must be completed in accordance with the Bylaws and Board of Regents policies. The Building Renewal Fund is intended for 'state-aided' supported facilities and is not available to auxiliary funded renewal projects without approval of the CEO/President and the Senior Vice President for Business and Finance and CFO.

e. The Senior Vice President for Business and Finance and CFO shall prepare and submit a report to the Nebraska Legislature biennially which details: (1) the projects expected to be constructed or newly financed in the next biennium from the University of Nebraska Facilities Program; and (2) the projects that were constructed or newly financed in the previous biennium from the University of Nebraska Facilities Program. Additionally, every five years, the University will provide the Nebraska Legislature with a copy of its long-term capital plan for projects to be constructed or newly financed from the University of Nebraska Facilities Program.

Reference: BRUN, Minutes, 76, p. 231 (October 5, 2023)
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.3.5 Injury and Illness Prevention Program

1. Policy References

a. Neb. Rev. Stat. §§ 48-433 to -446, relating to building and workplace safety.

b. 230 Neb. Admin. Code § 6, relating to workplace safety.

2. Purpose

The purpose of this RP-6.3.5 is to establish procedures for the development and implementation of an effective written injury and illness prevention program for the University which promotes occupational safety and health practices and strives to reduce work-related accidents and injuries throughout the University.

3. Safety Policy

a. The University recognizes its role of stewardship in protecting and conserving the resources of the University. Each employee of the University must also recognize this commitment and practice the highest degree of concern for the safety of the University community. It is the policy of the University to promote safety at all times and to prevent occupational injury, illness, and financial loss within the University community.

b. The personal safety and health of each employee of the University is of primary importance. Prevention of occupationally induced injuries and illnesses is of such importance that priority will be given to supporting and funding programs and projects that prevent occupational injury and illness. To the greatest degree possible, the University will provide all equipment and instruction on safety practices required for personal safety and health.

c. The responsibility for implementation of the safety program on each Campus is assigned to the CAO/Chancellor or the CAO/Chancellor's designee. This includes the development and maintenance of an effective written injury and illness prevention plan as required by Neb. Rev. Stat. §§ 48-443 to -446 and Nebraska Administrative Code Title 230, Chapter 6 and the establishment of a Campus safety committee.

4. University Injury and Illness Prevention Program

An effective written injury and illness prevention program shall be published by each Campus and contain, at a minimum, the following provisions unless otherwise dictated by a Campus collective bargaining agreement:

a. A written safety policy outlining the CAO/Chancellors' policy for providing a safe and healthy work environment for all employees.

b. One person shall be assigned to act as the Campus safety officer. This person, in coordination with the safety committee, will be responsible for the development and administration of the injury and illness prevention program.

c. A Campus safety committee will be established to assist the Campus by making recommendations on methods to reduce hazards impacting safety and health on the Campus. The Campus safety committee will be composed of equal representatives from the faculty, staff, and administration of the Campus. All employees shall be eligible to serve as members of the committee. The committee shall meet at least quarterly and maintain written minutes of its meetings for at least three years. All recordable workplace injuries and/or illnesses may be reviewed by the Campus safety committee.

d. A comprehensive safety training program shall be established and maintained by the Campus which provides initial safety orientation on rules, policies, and job-specific procedures for new employees; job-specific training for employees before they perform hazardous work; and refresher training, or dissemination of information, on at least an annual basis regarding the injury and illness prevention plan, safety rules, policies, and procedures.

e. A formal publication of rules, policies, and procedures shall be developed and communicated in a manner easily understood by all employees, including non-English speaking individuals.

f. Each Campus will establish written procedures to ensure that all work-related accidents are reported and investigated by the immediate supervisor, department manager having jurisdiction over the affected area, and/or the Campus safety officer. Written summaries explaining the details of the accident will be prepared by investigating officials. Accident and investigation reports may be reviewed by the Campus safety committee. Procedures for reporting workplace deaths must also be included in the plan.

g. Contingency plans shall be developed to ensure that imminent hazards are identified, controlled, and, if possible, eliminated from the worksite.

h. A documentation program shall be developed that will ensure the preservation of accident reports, summaries of investigations, training, accident injury and illness records, and inspection reports. Such records will be retained consistent with applicable regulatory requirements.

i. A method of identifying and correcting worksite hazards shall be established by the Campus safety officer. Such inspections and surveys may be conducted in cooperation

with the Campus safety committee at least annually. The Campus safety committee may review worksite safety inspection reports and make recommendations on accident prevention.

j. The person or persons in charge of campus safety and health programs shall be granted, in writing, the authority to take immediate corrective action whenever a hazardous condition exists which could result in personal injury or death to any individual and/or substantial damage to University property.

k. An employee may not be discharged or discriminated against because he or she makes any oral or written complaint to the Campus safety committee or safety coordinator, or to any governmental agency having regulatory responsibility for occupational health and safety. See Neb. Rev. Stat. § 48-443(4).

Reference: BRUN, Minutes, 59, p. 56 (April 30, 1994).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.3.6 Capital Planning and Development

1. Purpose

The purpose of this RP-6.3.6 is to ensure there is a process for developing efficient and quality facilities necessary for the University to continue to provide the citizens of Nebraska with educational and economic opportunities that can allow them to realize a high quality of life.

This RP-6.3.6 is intended to provide substantive standards to guide University-wide implementation. The CEO/President and Senior Vice President for Business and Finance and CFO shall have the authority to administer and implement the same.

2. Phases

The capital planning and development process is divided into the following phases:

a. The Master Planning Phase focuses on the relationship between the Campus mission statement, strategic plan and the facility development plan relative to the Nebraska Coordinating Commission for Postsecondary Education's Comprehensive Statewide Plan for Postsecondary Education. Review starts with the University strategic planning framework and its overarching goals which guide University-wide and Campus planning and proceeds through each Campus facility development plan. These plans are reviewed every five years.

b. The Capital Improvement Phase focuses on the existing condition, utilization, and expenditure of capital resources at each Campus. This phase includes the University's six year capital plan and may include a report on the University's land and leasing activities, building renewal needs, and deferred maintenance activities. The result is an identification of the capital projects for the coming fiscal year and the future capital projects that may begin during the succeeding two years. Donor projects of opportunity that arise are incorporated into the process as needed. These activities occur annually or as needed.

c. The Feasibility Phase pertains to all capital projects where the highest value in the estimated Total Project Cost range exceeds or is equal to $7,500,000. The Feasibility Phase focuses on the development of an initial project concept and estimated Total Project Cost range and how a proposed project aligns with existing Master Planning Phase and Capital Improvement Phase plans. During the Feasibility Phase, an initial

project concept and estimated Total Project Cost range is prepared and submitted to the Business and Finance Committee of the Board of Regents in a feasibility charter for review. The feasibility charter for each project shall include at least the following components: the initial project concept and scope, the estimated Total Project Cost range, anticipated funding sources (including whether public or private funds or a combination is expected to be utilized), and whether the project is expected to be delivered in Stages. Upon review of the feasibility charter for a project, the Business and Finance Committee will provide a recommendation to the Principal Business Officer regarding the feasibility of the project and its alignment with overarching University goals and planning. Information provided during the Feasibility Phase, including but not limited to the initial project concept, estimated Total Project Cost range, anticipated funding sources, and whether the project is expected to be delivered in Stages, is information that will only be used for purposes of reviewing project feasibility and, if a project proceeds past the Feasibility Phase, this information will be further developed as the project progresses.

d. The Program Statement Phase pertains to all capital projects with an estimated Total Project Cost of $7,500,000 or more, except Renewal Projects and Infrastructure Projects. Projects below the $7,500,000 Total Project Cost threshold encountering unforeseen conditions that result in the Total Project Cost exceeding such threshold must be approved by the Board of Regents.

The Program Statement Phase begins with the University developing an architectural program and ends with the Board of Regents granting preliminary project approval by approving the program statement.

Projects in the Program Statement Phase are divided into the following categories:

1) Traditional Projects

To aid in the development of the architectural program for a Traditional Project, the University may expend up to the greater of $100,000 or 1% of the estimated Total Project Cost for professional consultant services. The completed architectural program shall be summarized into the program statement. The program statement shall then be submitted through the Business and Finance Committee to the Board of Regents for review. Board of Regents approval of the program statement represents preliminary project approval. Preliminary project approval for a Traditional Project constitutes:

i. Approval of the project concept, preliminary scope, and preliminary Total Project Cost;

ii. Approval of the project delivery method;

iii. Authority to hire consultant Contractors to initiate design, cost estimating, and/or alternative project delivery through the Approval Phase;

iv. Authority to spend up to 10% of the preliminary Total Project Cost to complete design through the Approval Phase;

v. Authority to spend up to 10% of the preliminary Total Project Cost for construction manager preconstruction services, early procurement, and site preparation activities; and

vi. When required, authority to forward the architectural program to the Nebraska Coordinating Commission for Postsecondary Education.

2) Mega Projects

The CEO/President may authorize initial Mega Project planning after consulting with a majority of the Executive Committee of the Board of Regents. Authorization by the CEO/President of Mega Project initial planning constitutes:

i. Approval of the project delivery method;

ii. Authority to select and hire the construction Contractor for the project;

iii. Authority to hire consultant Contractors to initiate design, cost estimating, and fundraising feasibility studies; and

iv. Authority to spend up to a total of 10% of the preliminary Total Project Cost, but not to exceed $10,000,000, prior to program statement approval.

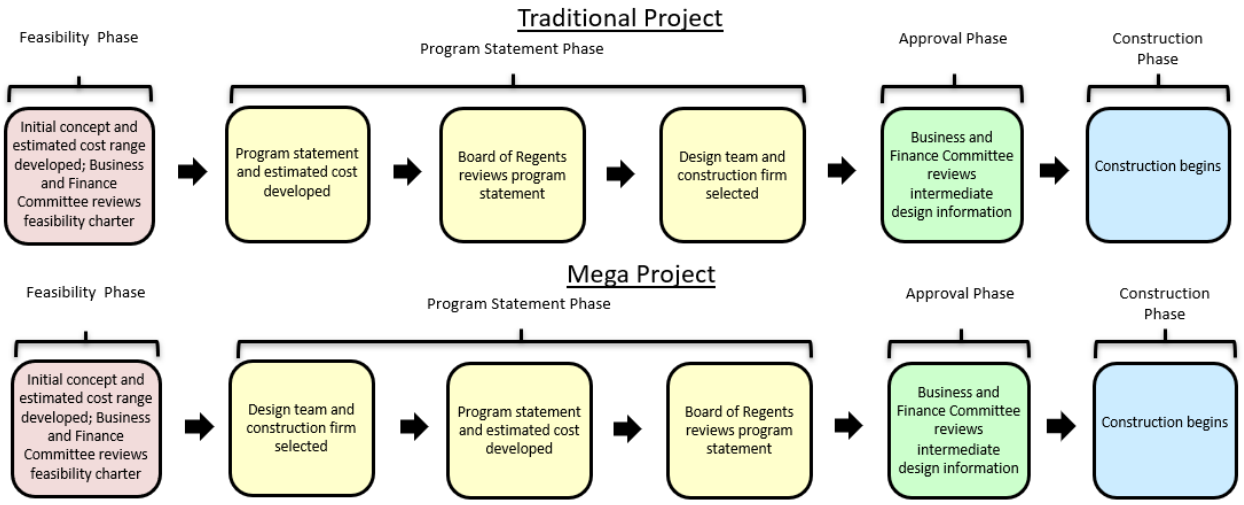
After authorization of Mega Project initial planning, the architectural program shall be summarized into a program statement. The program statement shall then be submitted through the Business and Finance Committee to the Board of Regents for review. Board of Regents approval of the program statement represents preliminary project approval. Preliminary project approval for a Mega Project constitutes:

A. Approval of the project concept, preliminary scope, and preliminary Total Project Cost;

B. When required, authority to forward the architectural program to the Nebraska Coordinating Commission for Postsecondary Education.

All amounts authorized to be spent in this RP-6.3.6.2.d shall be considered an absolute maximum unless and until the Board of Regents authorizes expenditure of a different amount, in which case the amount authorized to be expended by the Board of Regents shall control and supersede any authorization in this RP-6.3.6.2.d.

An example of the phase sequencing for Traditional Projects and Mega Projects is shown below. This example is for illustrative purposes only and shall not be used to limit or alter the provisions of this RP 6.3.6:



e. The Approval Phase applies to (1) all projects required to complete the Program Statement Phase and (2) Infrastructure Projects and Renewal Projects. For a project to be completed in Stages, each Stage must be separately approved in the Approval Phase. For a project that is not to be completed in Stages, the entire project will proceed through the Approval Phase at one time. The Approval Phase begins with review of the intermediate design information and ends with approval of the project or Stage under review. The completed intermediate design information will be summarized and submitted to the Business and Finance Committee of the Board of Regents for review.

1) Program Statement Phase Projects. For a project required to complete the Program Statement Phase, the Approval Phase focuses on differences in the project or Stage under review when compared to the preliminary project approval, specifically differences in the scope, schedule, and respective Total Project Cost or Total Stage Cost and the rationale for such differences. If a Material Change has not occurred, the project or Stage under review is approved and such approval shall be reported to the Board of Regents at the next regular meeting. If a Material Change has occurred, the project or Stage under review will be resubmitted to the Board of Regents and approval is achieved upon Board of Regents approval of all Material Changes.

2) Renewal Projects or Infrastructure Projects. For a Renewal Project or Infrastructure Project, the Approval Phase focuses on review of intermediate design information and the scope, schedule, and Total Project Cost or Total Stage Cost.

Approval in the Approval Phase sets the scope and respective Total Project Cost or Total Stage Cost for the approved project or Stage and constitutes:

A) Authority to proceed with financing for the approved project or Stage;

B) For a Traditional Project including an Infrastructure Project or Renewal Project, authority to contract with Contractors to complete the design, prepare construction documents, and construct the approved project or Stage within, as applicable, the approved Total Project Cost or Total Stage Cost;

C) For a Mega Project including an Infrastructure Project or Renewal Project, authority to proceed with necessary consulting or other services to complete the design, complete the construction documents, and construct the approved project

or Stage within, as applicable, the approved Total Project Cost or Total Stage Cost;

D) Delegation to the CEO/President to approve and execute all Contracts, including any amendments and change orders to such Contracts, related to the approved project or Stage and within, as applicable, the approved Total Project Cost or Total Stage Cost; and

E) Authority to report Material Changes approved by the Board of Regents to the Nebraska Coordinating Commission for Postsecondary Education.

f. In the Construction Phase, the project and/or Stage work approved via the Approval Phase is completed. The Board of Regents monitors status through routine quarterly status reports and special reports, as requested by the Board of Regents. Such reports must include determination as to whether the project or Stage is on time and on budget and appropriate metrics, which must include without limitation project or Stage status, schedule, milestones, and budget. Increases to the approved Total Project Cost or Total Stage Cost must be approved by the Board of Regents.

g. In the Closeout Phase, the project reaches substantial completion and the University causes all non-conforming or incomplete items to be corrected, completes building commissioning, completes final inspection, accepts and occupies the facility, provides final payment to Contractors, and completes an evaluation of each Contractor's performance. During the Closeout Phase, the Board of Regents shall receive a status report approximately one year after substantial completion of the project has been achieved.

3. The approved Total Project Cost or Total Stage Cost shall be considered an absolute maximum and the benchmark for budget, scope, or program statement changes. Significant Changes within a project, either in the scope or nature of the construction to be completed or the programs to be served by the project, shall not be allowed without the written approval of the CEO/President. Any Significant Change approved by the CEO/President shall be reported to the Board of Regents at its next regular meeting.

Reference: BRUN, Minutes, 61, p. 37 (May 16, 1997).
BRUN, Minutes, 63, p. 91 (November 3, 2000).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 66, p. 11 (March 3, 2006).
BRUN, Minutes, 67, p. 64 (November 7, 2008).
Corporation Secretary revisions, RP-6.3.6.2.c.3) and 4); RP-6.3.6.2.d; RP-6.3.6.5 (August 14, 2009).
BRUN, Minutes, 69, p. 47 (June 11, 2010).
Corporation Secretary revisions, RP-6.3.6.2.c. (December 19, 2018).
BRUN, Minutes, 77, p. 32 (June 19, 2025).
BRUN, Minutes, 77, p. 50 (October 3, 2025).

RP-6.3.7 Qualification-Based Selection

1. Purpose

The purpose of this RP-6.3.7 is to encourage construction excellence and budget and schedule control by providing an impartial, objective, and competitive system open to all qualified firms. When Program Management Services are required or construction management or design-build services are approved by the Board of Regents under RP-6.3.6, the Contractor to provide such services will be selected in accordance with the below University standard selection procedures.

2. Procurement of Construction Manager at Risk Services and Design-Build Services

a. When construction manager at risk services or design-build services are approved by the Board of Regents under RP-6.3.6, the Contractor to provide such services will be selected under RP-6.2.1 with the qualifications of the Contractor being the primary consideration for selection and utilizing the Project Evaluation Board as described in RP-6.3.8.

b. After signing a Contract, the Campus will report the name of the successful construction Contractor at the next regularly scheduled Board of Regents meeting.

3. Procurement of Program Management Services

a. Program Management Services can be obtained in one of two ways:

1) When Program Management Services are approved by the Board of Regents under RP-6.3.6, the Contractor to provide such Program Management Services will be selected under RP-6.2.1 with the qualifications of the Contractor being the primary consideration for selection and utilizing the Project Evaluation Board as described in RP-6.3.8; or

2) Program Management Services can also be selected from the University's list of qualified firms when such list is determined in accordance with the University four-year selection procedure.

b. After signing a Contract, the Campus will report the name of the successful Contractor at the next regularly scheduled Board of Regents meeting.

Reference: BRUN, Minutes, 63, p. 91 (November 3, 2000).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 67, p. 66 (November 7, 2008).
Corporation Secretary revision, RP-6.3.7.7 (August 14, 2009).
BRUN, Minutes, 70, p. 28 (March 17, 2011).
BRUN, Minutes, 77, p. 32 (June 19, 2025).
BRUN, Minutes, 77, p. 50 (October 3, 2025).

RP-6.3.8 Project Evaluation Board

1. Purpose

This RP-6.3.8 is intended to provide substantive standards to guide University-wide implementation. The CEO/President and Senior Vice President for Business and Finance and CFO shall have the authority to administer and implement the same.

2. Formation

a. Each project requiring qualification-based selection in accordance with the requirements of RP-6.3.2 and RP-6.3.7 shall use a Project Evaluation Board assembled from University representatives and members from the Project Evaluation Board pool described in this RP-6.3.8.

b. The Project Evaluation Board pool will consist of members who are not employed by the University and who are active or past owners in their respective businesses. Members of the pool will generally be architects, engineers, landscape architects, or other professionals familiar with the building type or construction method approved by the

Board of Regents. Members of the Project Evaluation pool will be approved by the Senior Vice President for Business and Finance and CFO.

c. The Project Evaluation Board shall consist of an equal number of University representatives and Project Evaluation Board pool members, and the Chair of the Project Evaluation Board. The Associate Vice President, Capital Projects, or other designee ~~for University Services~~, designated the Chair, shall be the impartial referee of each Project Evaluation Board, conduct the proceedings of each Project Evaluation Board for the benefit of all concerned, and vote on each Project Evaluation Board only as a tiebreaker. Additionally, the Chair will provide each Project Evaluation Board an analysis of the fee and Contract general conditions or price proposal, when appropriate, so that construction manager at risk and design-build evaluations will be as consistent as possible. Each Project Evaluation Board will consider each firm's capabilities to perform, adequacy of personnel, past record of performance, and experience and expertise to render the Services required.

d. It is intended that the member composition of each Project Evaluation Board will fluctuate from project to project, providing flexibility to match appropriate expertise with a specific project; to avoid conflicts of interest; or to accommodate scheduling or other conflicts. The Chair, with input from the Campus, shall determine the membership to serve for each Project Evaluation Board. At least one member of the Project Evaluation Board must have direct, relevant employment experience in the area of expertise being evaluated.

3. Conflicts

a. No member of a Project Evaluation Board shall engage in any activity that in any way conflicts with his or her duties and responsibilities as a member of the Project Evaluation Board or that otherwise constitutes a conflict of interest under applicable law or University policy.

b. A conflict of interest shall exist when a potential Project Evaluation Board member is a principal or an employee of any team or firm being evaluated or has a similar financial or other relationship with the team, firm, or its consultants.

4. Funding and Compensation

a. All costs of a Project Evaluation Board will be funded from the project for which the selection applies, or from related sources designated by the appropriate Campus.

b. The University shall compensate each Project Evaluation Board pool member selected to serve on a Project Evaluation Board for services provided as an independent consultant at a fixed rate per hour. University members of a Project Evaluation Board will typically not receive compensation from project funds in addition to their normal earnings from the University. Any exceptions will be made at the discretion of the Chair.

5. Liability and Insurance

a. The consulting services provided by the Project Evaluation Board pool members shall not constitute or be construed to constitute routine or standard services normally provided by an architect, engineer, or other contractor for a project. The performance of such consulting services shall not render the members of the Project Evaluation Board pool liable in any way for the Contractor selected by the Project Evaluation Board.

b. Members of the Project Evaluation Board pool will be covered by appropriate general and professional liability insurance or have equivalent risk loss coverage under the University's self-insurance program to the same extent as other University personnel

when performing duties as members of a Project Evaluation Board on behalf of the University.

Reference: BRUN, Minutes, 67, p. 69 (November 7, 2008).
Corporation Secretary revision, RP-6.3.8.7 (August 14, 2009).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.3.9 Approval of Veterinary Diagnostic Laboratory Fees

The fee schedule for the veterinary diagnostic laboratories, Institute of Agriculture and Natural Resources, will be subject to annual review and necessary approval by the Vice Chancellor for the Institute of Agriculture and Natural Resources.

Reference: BRUN, Minutes, 48, p. 182 (June 4, 1983).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.3.10 University Business Activities

1. University mission-related business activities do not require specific approval by the Board of Regents, unless otherwise required by the Bylaws or Board of Regents policies. Mission-related business activities are business activities that meet at least one of the following three criteria:

    a. The activity is deemed to be an integral part of the University's fulfillment of its educational, research, or public service missions or campus support functions.

    b. The activity is needed to provide, at a reasonable price or on reasonable terms, an Article or Service that is essential to the Campus community.

    c. The activity is for the primary benefit of the Campus community but with consideration of the Articles and Services available in the outside community.

2. Unrelated business activities (as defined by Internal Revenue Service code) that do not meet one of the three criteria above must be approved by the Board of Regents.

Reference: BRUN, Minutes, 62, p. 143 (August 27, 1999).
BRUN, Minutes, 77, p. 32 (June 19, 2025).

RP-6.4 Use of Property

RP-6.4.1 Dispensing of Alcoholic Liquor on University Property

1. Purpose

    The Board of Regents authorizes the dispensing and consumption of alcoholic liquor on University property in strict compliance with this policy, the Nebraska Liquor Control Act (Neb. Rev. Stat. § 53- 101 et seq.), and the Nebraska Liquor Control Commission rules and regulations. University property for purposes of this policy shall mean all real property, buildings, and facilities owned or controlled by the University through ownership, lease, or other means. Under no circumstances will alcoholic liquor be dispensed to or consumed by any person on University property who is under 21 years of age.

2. Scheduled Private Social Events

    a. Authority is hereby delegated to the CEO/President and the CAO/Chancellors or their respective designees to act on behalf of the Board of Regents under Neb. Rev. Stat., §

53-186 in authorizing the dispensing and consumption of alcoholic liquor at scheduled private social events on University property under their respective administrative jurisdictions. The President's administrative jurisdiction shall extend to all property of the University, regardless of location. The following guidelines will be applicable to dispensing and consumption of alcoholic liquor at scheduled private social events.

1) The University will be responsible for and shall control the dispensing of alcoholic liquor provided by the private individual, group or organization sponsoring the social event.

2) The specific premises and duration of the social event shall be restricted as specified by the CEO/President or CAO/Chancellor or his or her designee.

3) The University may provide, for a fee, all services and set-ups.

4) Unused quantities of alcoholic liquor will remain the property of the private individual, group or organization sponsoring the social event.

5) Only persons invited to attend the social event and necessary University personnel may be present at the event. All other persons shall be excluded.

6) Sale of alcoholic liquor is prohibited under all circumstances at private social events unless a special designated permit has been obtained pursuant to Section 2 of this policy.

b. Each CAO/Chancellor may promulgate specific campus policies further controlling and regulating the dispensing and consumption of alcoholic liquor at scheduled private social events pursuant to this Board policy.

3. Special Designated Permits

a. The Nebraska Liquor Control Act authorizes the Nebraska Liquor Control Commission to issue special designated permits for the sale and service of alcoholic liquor at designated events approved by the Commission and the municipality where the permit is to be located. Special designated permits may be issued to retail liquor licensees holding catering permits approved by the Commission and to non-profit organizations which have been exempted from the payment of federal income taxes. Authority is hereby delegated to the CEO/President and the CAO/Chancellors or their respective designees to act on behalf of the Board of Regents under Neb. Rev. Stat., § 53-186 in authorizing the dispensing of alcoholic liquor under special designated permits during scheduled public or private events and activities on University property under their respective administrative jurisdictions. The CEO/President's administrative jurisdiction shall extend to all property of the University, regardless of location.

b. The specific premises and duration of each special designated permit shall be prescribed in writing by the CEO/-President or CAO/Chancellor or his or her designee.

c. No special designated permit shall be issued in the name of the University or any unit thereof without prior the written approval of the CEO/President.

d. Each CAO/Chancellor shall promulgate specific campus policies relating to service of alcoholic liquor under special designated permits which include the following:

1) The types of events and activities at which special designated permits may be approved;

2) Guidelines to assure that any person, persons, or organization applying for a special designated permit, if issued, will conduct business and activities authorized by a permit in strict compliance with liquor control laws and requirements imposed by the University;

3) Guidelines for selection of catering permit holders for special designated permits at events or activities sponsored by the University or a unit thereof; and

4) Guidelines for the sharing of proceeds from the sale of alcoholic liquor by a catering permit holder under a special designated permit at an event or activity sponsored by the University or a unit thereof.

4. Beverage Tasting as Part of an Academic Course

a. Authority is hereby delegated to the CEO/President and the CAO/Chancellors or their respective
designees to act on behalf of the Board of Regents under Neb. Rev. Stat., § 53-186 in authorizing the dispensing and consumption of alcoholic liquor for beverage tasting purposes as an integral part of an academic course where such activity has been approved by the responsible dean or director to be part of the curriculum for the course; provided the Nebraska Liquor Control Act (Neb. Rev. Stat., § 53-101 et seq.) will be observed in every respect, and under no circumstances will alcoholic liquor be dispensed to or consumed by any person who is under 21 years of age.

b. Each CAO/Chancellor shall promulgate specific campus policies that are consistent with R.P.- 6.4.1.3 relating to the dispensing and consumption of alcoholic liquor for beverage tasting purposes as an integral part of academic courses.

c. The cost of alcoholic liquor consumed as part of an academic course shall be paid by a special course fee paid by the students and not from tuition or state appropriations.

5. Alcoholic Liquor at Athletic Events

Authority is delegated to the CEO/President and the CAO/Chancellors or their respective designees to act on behalf of the Board of Regents under Neb. Rev. Stat., § 53-186 in authorizing the dispensing, sale, and consumption of alcoholic liquor at athletic events in specifically designated facilities and areas; provided the Nebraska Liquor Control Act will be observed in every respect and under no circumstances will alcoholic liquor be dispensed to, sold, or consumed by any person who is under 21 years of age.

6. Alcoholic Liquor Advertising and Sponsorships

The University may accept the promotion of alcoholic liquor on University property, including but not limited to marketing, advertising, or sponsorship activities. University trademarks, trade names, service marks, logos, slogans, and other official identifiers may be used in conjunction with the promotion, however, the use of University mascots is prohibited. Any promotion of alcoholic liquor on University property shall require approval by the appropriate campus CAO/Chancellor and shall be reported to the CEO/President.

7. Board Approved Activities

The Board of Regents may approve the dispensing, sale, and consumption of alcoholic liquor for events and activities not contemplated herein.

Reference: BRUN, Minutes, 55, p. 164 (July 21, 1990).
BRUN, Minutes, 66, p. 109 (September 6, 2007).

BRUN, Minutes, 67, p. 142 (February 11, 2022).

RP-6.4.2 Religious Activities

The Constitution of the United States and the Constitution of the State of Nebraska require that the University of Nebraska refrain from activities which either inhibit or promote any particular religion or sect. As a public institution the University has, ~~on the one hand,~~ a legal duty to refrain from excessive entanglement with religion. ~~On the other hand~~However, the University, as one of the State's leading institutions of advanced learning, has a public duty to be at the forefront of our society in providing an open forum for the free expression and exchange of thoughts and ideas. It is the purpose and intent of the Board of Regents in this policy to encourage and promote the latter duty to the maximum extent possible within the parameters of the law. Campus concerns related to this issue are often situational; legal advice and interpretation regularly depend on the particular set of facts at hand. Therefore, campus representatives are encouraged to continue to contact the Office of the Vice President and General Counsel for legal advice with respect to questions concerning the interpretation of the law and its application to particular situations involving religious activities.

Reference: BRUN, Minutes, 44, pp. 158-159 (April 19, 1980).
BRUN, Minutes, 71, pp. 37-38 (September 14, 2012).

RP-6.4.3 Use of UNO Field House, UNL Coliseum, and UNK Health and Sports Center Facility by Political Parties

When the UNO Field House, the UNL Coliseum, the Bob Devaney Sports Center, or the UNK Health and Sports Center are not being used for institutional purposes, they may be made available to the major political parties. Through their respective state chairpersons, the political parties may normally request use of such facilities through the CAO/Chancellor's office of the respective campuses.

The nature and format of the event will be determined by the political party involved, not by the University. However, the specific plans for the use of the Field House are subject to approval by the University.

When a party chairperson makes a request for use of one of these facilities, and that request is granted, the other chairpersons will be advised by the CAO/Chancellor's office.

Usage fees for the Field House, the Coliseum, the Bob Devaney Sports Center, and the Health and Sports Center will be charged by the University, and the deposit of such funds will be required ten days in advance of the scheduled event. The usage fee shall include the rental cost (normally less than 24 hours), use of available utilities, and the cost of clearing the main floor of either facility for the event and restoring it for University use. All other costs associated with the event, including security, must be arranged for and paid directly by the user.

Reference: BRUN, Minutes, 34, p. 68 (January 8, 1972).
BRUN, Minutes, 34, p. 101 (February 5, 1972).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
Obsolete fees removed from policy text as of July 1, 1998.

RP-6.4.4 Use of Rifle Ranges

The following regulations apply to any University of Nebraska rifle range:

1. Its use must not interfere with the classes or educational program of the University;

2. Other than costs directly relating to health and safety matters, no cost to the University should result from its use;

3. Any organization using the range must be a club accredited by a nationally recognized firearm safety certification body or be associated with national or local government;

4. Such organization must secure the services of a competent rifle range supervisor, who will be present on the range at all times when firing is taking place;

5. The rifle range supervisor may be either a member of the staff of a University ROTC program or designated by a University campus recreation office;

6. The Board of Regents of the University of Nebraska may at any time, with or without reason, cancel any individual's or organization's privilege of using the rifle range.

Reference: BRUN, Minutes, 20, p. 195 (June 21, 1952).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-6.4.5 Use of Devaney Sports Center (Repealed)

Policy on the Use of Devaney Sports Center, adopted February 19, 1977, BRUN, Minutes, 40, pp. 95-96, has been repealed.

Reference: BRUN, Minutes, 40, pp. 95-96 (February 19, 1977).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
Rates updated as of July 1, 1998.
BRUN, Minutes, 69, p. 14, (March 5, 2010).

RP-6.4.6 Use of Intercollegiate Facilities

The use of any Intercollegiate Athletic Facilities by outside agencies must be authorized in writing by the campus CAO/Chancellor or ~~his/her~~their designee.

Reference: BRUN, Minutes, 9, p. 330 (July 30, 1925).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-6.4.7 Trespass Policy

1. Persons Not Authorized in Non-Public Areas of University Buildings.

   The areas of University academic, research, public service, and administrative buildings of the University used for classrooms, laboratories, faculty and staff offices, and the areas of University student residence buildings used for student living quarters are not open to the general public. Any person not authorized to be or remain in any such building area will be deemed to be trespassing on University property, and may be cited and subject to prosecution for criminal trespass in violation of Neb. Rev. Stat., § 28-520 or § 28-521.

2. Persons on University Property between the Hours of 11:00 p.m. and 6:00 a.m.

   Persons who are not students, faculty, staff, tenants, licensees, agents or contractors of the University, or their employees, visitors or guests, shall not be permitted on University property between the hours of 11:00 p.m. and 6:00 a.m. Visitors and guests are expected to conduct themselves in a proper and lawful manner while on University property, and failure to do so may result in imposition of personal restrictions relating to their presence on University property. Specifically, the right of a visitor or guest to be present on University property will be restricted when the visitor or guest has disrupted normal services, or has harmed or threatened to harm a member of the student body, faculty or staff. The right of a visitor or guest to be on University

property will also be restricted when the visitor or guest has damaged or poses a risk of damage or loss to University property or to the property of others located on University property.

3. Persons in University Buildings after Closing to the Public.

   Many University buildings are open to the public at designated times which are posted at building entrances. Some University buildings are closed and locked during the times they are not open to the public. Also, some University buildings, such as student unions, are closed to the public at designated times which are posted at building entrances, but remain unlocked for access and use by students, faculty, staff and other authorized persons. Persons who are not authorized by the University to be in a University building after the posted time of closing to the public will be deemed to be trespassing on University property, and may be cited and subject to prosecution for criminal trespass in violation of Neb. Rev. Stat., § 28-520 or § 28-521.

4. Ban and Bar Notices.

   University law enforcement or security personnel may issue written notices to any person who has been contacted or observed on University property while engaged in any unlawful or unauthorized activity banning and barring such person from University property, except as may be specifically authorized in such notice. Violation of any such notice will be deemed to be trespassing on University property, and the offending party may be cited and subject to prosecution for criminal trespass in violation of Neb. Rev. Stat. § 28-520 or § 28-521. The term "unlawful or unauthorized activity" shall mean any conduct, act or omission by any person that is in violation of (i) any law, rule, regulation or order of the State of Nebraska or of the United States, or (ii) any policy, rule or regulation of the University of Nebraska.

Reference: BRUN, Minutes, 64, p. 78 (December 14, 2002)

RP-6.4.8 Possession of Concealed Weapons and Firearms

1. The possession of concealed weapons on property controlled by the University of Nebraska is prohibited. This ban applies to University of Nebraska vehicles, and events sponsored by the University. This policy applies to all members of the general public, students, and University employees, except University employees who are specifically authorized to carry concealed weapons as part of their job responsibilities.

2. Possession of firearms on property controlled by the University of Nebraska, in University vehicles and at events sponsored by the University may only be authorized by the principal business officers of each administrative unit. The rules governing authorized possession of firearms adopted by each administrative unit shall be reviewed and approved by the Office of the University General Counsel. Once approved, such rules shall be kept on file by the Corporation Secretary.

3. Notices prohibiting the carrying of concealed handguns shall be conspicuously posted as each CAO/Chancellor shall determine to be appropriate on property controlled by the University of Nebraska that is open to the public as long as such posting is required by Nebraska Concealed Handgun Permit Act to accomplish enforcement of the Act.

4. For the purposes of this policy, the term "property controlled by the University of Nebraska" shall mean and include all property owned by the University, all property leased by or licensed to the University, and all fraternity houses, sorority houses, or other student housing facilities recognized by the University.

Reference: BRUN, Minutes, 66, p. 70 (January 19, 2007).

RP-6.4.9 Fire and Safety Protection

Each campus of the University and the Nebraska College of Technical Agriculture shall adhere to the following fire safety and protection practices.

For the purposes of this policy, "University-sanctioned housing" means housing owned and operated by the University of Nebraska, owned and operated by others for the university's benefit under a lease agreement, and university-sanctioned Greek residential facilities.

1. Except as may be otherwise approved by the Board of Regents, each campus will require sprinkling of University-sanctioned housing by 2017, including Greek residences. Any proposed exceptions will be submitted to the Board for approval.

2. Each campus will designate a Campus Fire Safety Officer (CFSO) responsible for fire safety in student housing.

3. Each campus will have in place systems of student conduct regulation, precautionary and preventive measures, and emergency action procedures that address high-risk behavior situations and incorporate best practices. The CFSO shall maintain all current fire safety and protection regulations and emergency procedures.

4. Each campus will employ licensed professional inspectors who will conduct inspections as required by law. In the case of University-sanctioned Greek housing, inspections will also be conducted by appropriate civil jurisdictions.

5. An official annual inspection report for each building will be kept on file, noting all fire safety and protection devices and all deficiencies found during the inspection.

6. Deficiencies of existing fire alarm and sprinkler systems will be corrected immediately and records of corrected action maintained for a period of five years.

7. Upgrades of phasing and demolition plans, fire protection upgrades, names of responsible parties, results of inspections, fire alarms, and corrective action including disciplinary action, will be reported to the Board annually.

Reference: BRUN, Minutes, 66, p. 111 (September 6, 2007).

RP-6.4.10 Commitment to Free Expression; Guide for Facilities Use; and Education

Introduction

The University of Nebraska honors the First Amendment of the U.S. Constitution and has long dedicated itself to the free exchange of ideas.

The purpose of this policy is to articulate, clarify and underscore that long-standing commitment in a manner that furthers both freedom of expression and the University's mission of teaching, research and public service. The first section of this policy sets forth the University's and the Board of Regents' commitment to the tenets of Free Expression; the second section provides a framework for campuses to provide what are referred to as "facilities use plans" or programs applicable to particular spaces and resources on their campuses, consistent with that commitment, the law, and the University's mission; and the final section is a mandate for education with respect to the rights surrounding the First Amendment.

Commitment to Free Expression

"Freedom of speech" and "freedom of expression" refer to one's Constitutional right to articulate and express ideas and opinions, through any means, i.e. speaking, writing, or artistic expression, without fear

of government retaliation, censorship, or other sanction. The University of Nebraska is a public institution of higher education, which holds dear this right, a right that is indispensable to its ability to transmit knowledge and fundamental to the University community's pursuit to discover, explore, interpret, and question knowledge and opinions. The University greatly values the creation and maintenance of an inclusive climate in which all members of its community are welcomed and are encouraged to participate in the free expression of ideas. Inasmuch as the search for new truths often comes forth only after bringing together differing opinions, the University aims to foster and uphold the capacity of the University community to engage in discourse and deliberation in an effective, responsible and respectful manner. This is critical to the University's mission.

As a corollary to the University's commitment to protect and promote free expression, members of the University community are expected and required to act in conformity with the underlying principles of free expression. Although members of the University community are free to comment on, criticize and contest views that others express, they must do so at a time and place, and in a manner that does not prevent, impede, or obstruct the freedom of others to also exercise their rights to express themselves. With this policy, the University is not only promoting a lively and fearless freedom of debate and deliberation, but also protecting that freedom when others attempt to restrict it. It is a careful, deliberative and nuanced balance of interests that the University must strike in order to protect this important right.

The First Amendment provides no guarantee of civility. However, as a community of educators and learners, the University places a high value on civil discourse and respect for one another. The University has an obligation to protect the dignity and security of all members of its community from those who would seek to use speech primarily to deprive others of their freedom to learn, their freedom to contribute and their freedom to participate fully in the University's mission. Therefore, the University encourages all within its community—its Board, administration, faculty and staff, students, alumni, and all who act as its ambassadors—to serve as models reflecting behavior consistent with the tenets of civil discourse. Civility defines Nebraska and our University of Nebraska community.

As important as are the rights to debate and discuss competing ideas, the First Amendment does not protect all expression. The University will not facilitate expression in violation of the law or that poses an unreasonable threat to the safety of the University community or to the University's ability to fulfill its mission of teaching, research, and public service. Certain kinds of expression (among others), such as: speech that incites violence, fighting words, speech that defames or defrauds, speech that constitutes a genuine threat, or unlawfully discriminates, or speech that unlawfully invades privacy, is not protected speech. Acts or conduct, which threaten the safety of persons or property are not protected by the Constitution or the University.

Individuals, once provided the requisite due process, found in violation of the provisions contained herein shall be subject to review and potential discipline in accordance with the Bylaws and Policies of the Board of Regents of the University of Nebraska, corresponding to such individuals' relationship to the University community (e.g. student, faculty and staff).[5]

Finally, while the principles of Academic Freedom are unique ideals possessed by the teaching profession, separate from an individual's First Amendment Rights, the University of Nebraska is clear in its commitment and faithful to the preservation of Academic Freedom. This policy is not intended to interfere with or encumber those principles. For example, according to the American Association of University Professors 1940 Statement on Academic Freedom and Tenure, teachers are entitled to freely discuss topics in the classroom, but they should be careful not to introduce controversial matters, which have no relation to the subject being taught.

[5] For example, students in violation of this, or any, University policy are subject to the processes and sanctions set out in their respective campus's Student Code of Conduct; students in certain colleges are subject to separate codes of honor; all faculty and non-faculty employees are bound by their employment relationship to comply with all Board of Regents Bylaws and Policies, including this policy. Failure to comply with bylaws and policies subjects non-faculty employees to disciplinary action under the authority of the campuses' Human Resources Departments, while faculty violating bylaws and policies are governed by the review processes established pursuant to Bylaws Chapter IV. Rights and Responsibilities of the Professional Staff. Board of Regents Bylaw 4.1 on Academic Responsibility is of particular relevance.

Guide for Facilities Use Plans

University resources, for example, its land and buildings, its library collections, its computer networks, are to be applied first and foremost to its mission of teaching, research and public service, and therefore, such University properties are primarily dedicated to this mission, which encompasses all academic activities, student life, intercollegiate athletics, and the administrative functions that support this mission. These properties are not generally open and available to the public—they are provided to and by the University, in order that it might carry out its educational charge. The First Amendment does not mandate that the University grant the public unfettered access to its facilities. The University may elect to open certain spaces to the public without limitations, to open other spaces with limitations on use, and to maintain the non-public status of other spaces.

An individual may not materially disrupt activities conducted within the context of the University's mission. The University may reasonably regulate the time, place, and manner of expression, in accordance with the law, in order to ensure that the ordinary activities of the University are not disrupted. Such regulations must be narrowly tailored to serve significant, viewpoint-neutral interests, and cannot substantially burden more speech than necessary to protect the University's interest.

Spaces such as classrooms, where teaching takes place; or labs where research is conducted; or offices where administrative business is carried out, are not freely open to the public. There are, however, spaces within our campuses that may be opened to both members of the University community and the public for a variety of purposes, including speech and expression. Therefore, under the direction of the CAO/Chancellors, each of the campuses are to implement facilities use plans, programs and strategies on their respective campuses, along with rules and processes grounded in law and University policies, to designate which properties, facilities, and/or and other university resources, in whole or in part, are categorized under law as:

- "Designated Public Forums"—These are places the campus designates as open for expressive applications to all or part of the campus community, or the community at large. This might be a mall, a plaza or the sidewalks. Reasonable time, place and manner restrictions may be implemented in a viewpoint or content-neutral application.

- "Limited Public Forums"—These are places (such as a concert hall), events (such as a student panel discussion on Literature of the Plains), or other avenues for expression (such as an electronic bulletin board), which can be designated for use by a particular group and limited to particular topics or types of speech, as long as the limitations are reasonable and viewpoint-neutral.

- "Non-Public Forums" are all places and resources not otherwise categorized as Designated Public Forums and Limited Public Forums.

In none of these instances may campuses implement rules or processes which differentiate use of properties or resources, or disciplinary outcomes, based upon the viewpoint of the user.

It is not possible in this brief guide to provide specific direction with respect to the appropriateness of any regulation within any particular campus's facilities or spaces. Each campus has unique space characteristics, distinctive mission-related needs, and therefore, proposed uses of designated forums will differ on a case-by-case basis, and further, the University expects that the plans will evolve over time to meet the needs of its mission and its community. However, in order to ensure legal and policy compliance, prior to implementation, the campus shall secure the advice and approval of the Office of the General Counsel with respect to the strategies, rules and processes contained in its facilities use plans and programs.

As part of such facilities use program implementation, each campus shall conspicuously post on its website, and in other places that provide for effective communication, a map of the facilities and spaces on their main campuses, showing the nature of the forums present on campus, along with information or

directions with respect to restrictions and processes applicable to any given location. To the greatest extent possible, there shall be a single, easy-to-locate, user-friendly resource designated at each campus, for persons wishing to access information about the availability, rules and processes applicable to any given space at that campus.

Education

Last, yet of great importance, regular opportunities for the University community to educate itself about the First Amendment and this policy, as well as the existence and implementation of campus facilities use programs, are imperative. The understanding of one's constitutional rights, and the expectations surrounding those rights, is vital to the free exchange of ideas, information, opinions and discovery. Failure to understand and learn the underpinnings and legal interpretation of the First Amendment lends itself to incivility and miscommunication. Because this exchange is so very critical to the University's mission, it is incumbent upon the University to engage in a deliberate program of education for the University community, and beyond, with respect to the First Amendment of the U.S. Constitution and the University's support of it.

Adoption of this policy will prompt a review of University policies and practices throughout the University. To the extent that such other policies and practices conflict with this policy, this policy shall take precedence, and such other policies and practices shall be interpreted in a manner to resolve the conflict in favor of this policy.

This document was composed following a review of the good works of many of the University's institutional colleagues and related professional organizations, along with some ideas and approaches wholly original to the University of Nebraska. The University of Nebraska wishes to recognize the efforts made by many others, which preceded the adoption of this policy, including the University of Chicago, the University of Missouri, Kansas State University, the Association of Governing Boards of Universities and Colleges, the National Association of College and University Attorneys, and the Foundation for Individual Rights in Education (FIRE), among others. Thank you.

Reference: BRUN, Minutes, 75, pp. 4-6 and 14-17 (January 25, 2018).

RP-6.4.11 University System Strategic Planning Framework

1. Purpose

The purpose of this policy is to ensure there is a process for developing the efficient, effective, mission driven, and strategic operations necessary for the University to continue to provide the citizens of Nebraska and University students with educational and economic opportunities that will allow them to realize a high quality of life.

This policy is intended to provide substantive standards to guide University-wide development and implementation of system wide strategic planning, outcome driven metrics. It is tightly linked with the fiscal and facilities planning processes and mission driven outcomes as approved by the Board of Regents.

2. Development and Implementation

The strategic planning process, implementation and metrics are applicable to all system wide academic and business units.:

a. The elements of the NU System strategic planning process consist of multiple foundational pillars, strategies, and unit specific operational initiatives, which will be linked to campus, institute, academic and business unit planning processes across the system.
b. Each academic and business unit is expected to have a strategic planning process and implementation which is nested within the system wide plan.

c. Each of the academic and business units' operational initiatives will adopt a standardized format and be updated quarterly by the designated strategic planning liaison as determined by the respective Vice-President or Chancellor.

d. The CEO/President, the Executive Vice President/ Provost and the Vice President for Business and Finance and CFO shall have the authority and responsibility to administer, implement, monitor, and report the same.

~~1.~~3. Metrics and Reporting

a. System wide metrics linked to the system wide strategic foundational pillars will be developed and periodically refreshed as reviewed and approved by the Board of Regents.

b. The longitudinal metric data will be periodically reviewed and as necessary updated as well as collected, aggregated and stored by the NU System Office.

c. System wide aggregated metrics will be reported by the NU System Office to each campus with additional specificity as to individual academic and business units available no less than annually.

d. System wide aggregated metrics will be provided by the NU System Office to the Board of Regents no less often than annually.

RP-6.5 Budgets and Facility Planning

RP-6.5.1 (Not Currently Used)

RP-6.5.2 Acquiring Works of Art for Construction Projects

In accordance with the requirements of Neb. Rev. Stat. §§ 85-106.01 through 85-106.03, it is the policy of the Board of Regents of the University of Nebraska that at least one percent of any appropriation by the Legislature for the original construction of any public building under the governance of the Board of Regents of the University of Nebraska shall be spent for the acquisition of works of art. The works of art may be an integral part of the structure, attached to the structure, detached within or outside of the structure, or may be exhibited by the Board of Regents of the University of Nebraska in other public facilities.

Reference: BRUN, Minutes, 44, p. 245 (May 17, 1980).
BRUN, Minutes, 63, p. 91 (November 3, 2000).
BRUN, Minutes, 66, p. 4 (January 20, 2006).

RP-6.5.3 Interim Budget Adjustments

Section 6.6 of the *Bylaws of the Board of Regents* provides that the CEO/President shall submit annual operating and capital construction budgets for all University activities, in accordance with legislative appropriations, for approval by the Board of Regents. Budgeted expenditures supported by (1) revenues to be generated by the various operations of the University and (2) funds received from non state-aided sources presented in each operating budget are an estimate of such expenditures at the time the budget is approved by the Board. Subsequent to approval of each annual operating budget by the Board, the CEO/President is authorized to approve adjustments in budgeted expenditures which the CEO/President shall determine are necessary and prudent as a result of changes in revenues actually generated by the various operations of the University or changes in funds actually received from sources other than legislative appropriations.

Increases in overall expense budgets that do not exceed 1% (in the aggregate) on an annual basis for state-aided programs may be approved by the CAO/Chancellor with the concurrence of the President and must be reported to the Board of Regents at the end of each fiscal quarter.

Increases in overall expense budgets that exceed 1%, but are less than 2%, must be approved by the CAO/Chancellor, the CEO/President and the Executive Committee of the Board of Regents.

Increases in overall expense budgets that exceed 2% must be approved by the CAO/Chancellor, the CEO/President and the Board of Regents.

Reference: BRUN, Minutes, 60, p. 130 (April 27, 1996).
BRUN, Minutes, 66, p. 4 (January 20, 2006).

RP-6.5.4 Financial Planning

The Board believes financial planning is fundamental in assessing the long-term financial implications of both current and proposed policies and in examining assumptions that drive the goals of the University. Key to this process is creation of a forecast of revenues and expenses. This planning also allows the University to evaluate financial risks, gain understanding of its available funding, judge its ability to expand or sustain services and programs, assess the level of capital investment that is supportable, serves to identify future commitments and resource demands, and ascertain key variables that will impact the future of the University.

The planning cycle should work off of a legislative calendar to offer the CEO/President, CAO/Chancellors and Board a working tool in assessing goals, managing risks, allocating resources and formulating budget requests.

The plan should be created on a University-wide basis utilizing a common format and discussed with the Board of Regents as part of the University's biennial budget planning and should include operating, capital, and financing components.

Reference: BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 76, p. 321 (October 4, 2024).

RP-6.6 Accounting

RP-6.6.1 Annual Financial Report

The Audit, Risk and Compliance Committee of the Board of Regents of the University of Nebraska will review annually the financial statements for the University of Nebraska, including all its campuses and activities. Such annual review will be held for the financial reports of the preceding fiscal year at the Audit Committee meeting immediately following delivery of the financial statements by the University's independent auditor. Such review will be reported to the Board of Regents at a public meeting.

Reference: BRUN, Minutes, 37, p. 138 (June 29, 1974).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 70, p. 36 (September 9, 2011).

RP-6.6.2 Recording and Expenditure of Restricted Funds

All funds and receipts received from the University of Nebraska Foundation shall be restricted funds, which funds shall be initially recorded as restricted funds with appropriate record kept of the restriction appertaining thereto and the University of Nebraska Foundation shall be requested to advise with each transfer of funds by such Foundation that it set forth the restrictions or uses on such funds. If funds are received from the University of Nebraska Foundation which are not restricted, they shall be considered unrestricted funds unless this Board, upon recommendation of the CEO/President or Senior Vice President for Business and Finance and CFO, determines that restrictions shall apply and this Board shall, by resolution, set forth such restrictions. Disbursements of such funds shall be made by proper University officials in accordance with restrictions thereon.

Funds received, handled, and disbursed on behalf of the U.S. Meat Animal Research Center shall be classed as restricted funds and shall be recorded and expended in accordance with agency agreements approved by this Board.

The following provisions shall be applicable to permanent funds (other than funds and receipts received from the University of Nebraska Foundation, or funds received, handled, and disbursed on behalf of the U.S. Meat Animal Research Center), of this Board:

1. Gifts, grants and bequests are generally in the form of:

   a. Endowment funds with the income therefrom restricted as to use;

   b. Funds restricted for operating purposes, such as scholarship grants, endowed chairs and professorships, gifts for the purchase of special equipment, library materials, or other special use;

   c. Grants from private or governmental sources for research, training or other sponsored programs.

2. Any gift or bequest in excess of $5,000,000, the principal or income of which is without restriction or limitation, shall be classed as "quasi-endowment." Any gift or bequest less than $5,000,000, the principal or income of which is without restriction or limitation, may be classified as a "quasi-endowment" with approval from the CEO/President or the Senior Vice President for Business and Finance and CFO. A gift, grant, or bequest with a limitation as to the purpose or use for a period of time or specified event shall be a term endowment until the specified time has elapsed or the specified event has occurred after which any unexpended and uncommitted balance will be transferred to a quasi-endowment.

   Unless an administrative unit of the University (as hereinafter defined) is specified by the donor, grantor, or testator, future gifts and bequests accepted by the Board will be available for application throughout the University system in accordance with policies or procedures as established by the Board from time to time. In instances where required or requested by the donor, grantor, or testator, or when determined by the Board, a committee or committees may be established by the Board to advise as to the fulfillment of the terms of the gift or bequest.

3. Current unexpended balance of restricted funds will continue to be administered and accounted for and the benefits supervised by the administrative unit performing such function unless otherwise determined by this Board.

4. All activities or departments currently receiving benefits from funds functioning temporarily as endowments will continue to receive such benefits subject to review and reallocation by this Board.

5. Administrative units are defined as the Office of the President, the University of Nebraska-Lincoln, the University of Nebraska Medical Center, the University of Nebraska at Omaha, and the University of Nebraska at Kearney.

   Departments and administrative units will report to the Senior Vice President for Business and Finance and CFO as to their administration and expenditure of permanent and quasi-endowment funds of $5,000,000 or greater on forms and at times and in the manner to be prescribed by the Senior Vice President for Business and Finance and CFO who will in turn report at least annually to the Board on the status of all restricted funds.

Reference: BRUN, Minutes, 36, pp. 21-22 (May 18, 1973).
BRUN, Minutes, 66, p. 4 (January 20, 2006).

BRUN, Minutes, 76, p. 321 (October 4, 2024).

RP-6.6.3 Permanent Endowment Funds Administered by the Board of Educational Lands and Funds

The permanent endowment fund shall be kept in two accounts; in the first account, all monies derived as principal from the sale of lands donated to the state by the United States to establish and endow a state university under the Act of Congress of April 19, 1864; in the second account, all monies derived as principal from the sale of lands donated to the state by the United States to provide colleges for the benefit of agriculture and the mechanic arts, by an Act of Congress approved July 2, 1862. All such monies derived from federal grants shall be invested in the manner now provided by law for the investment of the permanent school fund of the state, in the same kind of securities, and by the same officers charged with that duty, in accordance with the provisions of Neb. Rev. Stat., § 72-202.

All monies acquired by the Board of Regents of the University of Nebraska by donation or bequest to it, including monies derived as principal from the sale of land or other property so acquired or so derived, shall be kept in the account for the endowment of the University and shall be invested by said Board of Regents in the same kind of securities as provided by law for the investment of the permanent school fund by the Board of Educational Lands and Funds, subject to the following exceptions:

1. No such investment need be made where, according to the terms of the donation or bequest, said Board of Regents is not limited to the expenditure of only interest or income of the fund.

2. No such investment need be made in case the will, deed, or instrument making such donation or bequest makes other provisions or directions as to investments and in such cases said Board of Regents shall comply with the same.

3. Funds which have hitherto been turned over to the Board of Educational Lands and Funds by said Board of Regents for investment shall continue to be invested by the former board.

The permanent endowment fund shall never be appropriated by the Legislature nor be expended for any purpose whatsoever. The interest and income of funds acquired or derived from donations or bequests made without particular objects or uses specified may be used and applied by the Board of Regents to any need of the University. Such interest or income of donations or bequests made with particular objects and uses specified shall be applied by the Board of Regents to only such particular objects and uses.

Reference: BRUN, Minutes, 16, p. 296 (November 11, 1944).
BRUN, Minutes, 66, p. 4 (January 20, 2006).

RP-6.6.4 Investment of Endowment and Similar Funds

The purpose of the endowment funds is to support the University and its mission over the long-term. The endowment funds include the permanent, quasi, and term endowments. The primary investment objectives of investing the endowment funds are to:

1. Preserve the real purchasing power of the principal. This implies the endowment must be invested in a manner that the total return less the income distribution rate is greater than the inflation rate measured by the consumer price index (CPI).

2. Provide a stable source of perpetual financial support to endowment beneficiaries in accordance with the University's spending policy that establishes the income distribution rate.

3. Consistently integrate environmental, social and governance factors into investment management strategies, processes and practices in the belief these factors can benefit the endowment's performance and provide a qualitative impact consistent with the values, culture and mission of the University of Nebraska.

The permanent endowment includes gifts and bequests received by the Board of Regents but restricted by the benefactor to be held in perpetuity with only the income to be spent for a designated purpose.

The quasi endowment includes gifts and bequests received and subsequently designated by the Board of Regents as funds functioning as an endowment with only the income to be spent for purposes designated by the Board.

The term endowment includes gifts and bequests received by the Board of Regents for which the benefactor has stipulated the principal may be expended after a stated period or on the occurrence of a certain event. Term endowment income is spent for the purpose provided by the benefactor or designated by the Board. A term endowment may be designated as a quasi endowment by the Board of Regents at the completion of the term.

All assets received by the Board of Regents for acceptance as a permanent, quasi, or term endowment from a gift, bequest, or grant or gifts in the form of intellectual property rights shall be accepted and processed by the Senior Vice President for Business and Finance and CFO or designee.
Investment of endowment funds shall be according to state statute and investment managed by either the University of Nebraska Foundation, a third party manager, the University, or otherwise directed by the Board of Regents.

Management of other university-wide funds including assets of retirement of indebtedness funds, bond proceeds, bond construction and product funds, bond reserve funds, bond surplus funds and the trusteed insurance funds shall be accomplished by the Senior Vice President for Business and Finance and CFO or designee. The trusteed insurance funds include the trust funds for the group health insurance program, the general liability and property self insurance program, and other similar programs. Periodic reports shall be made by the Senior Vice President for Business and Finance and CFI regarding these funds to the Board of Regents.

Reference: BRUN, Minutes, 34, pp. 275-276 (June 17, 1972).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
Corporation Secretary revision, RP-6.6.4 (August 14, 2009).
BRUN Minutes, 76, p. 71 (April 9, 2021).

RP-6.6.5 Establishment of Reserves, Allocations, and Designations

The classification of net assets shall be limited to those allowed by generally accepted accounting principles.

This policy does not preclude a business unit from creating, within its own campus-based reporting of internal allocations of fund balances, designated departmental balances, or other designations designed to separately report or signify commitments of funds.

Reference: BRUN, Minutes, 37, pp. 138-141 (June 29, 1974).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 66, p. 4 (January 20, 2006).

RP-6.6.6 Gifts and Bequests to University Foundation

All gifts and bequests of whatsoever nature and kind to the University of Nebraska can be handled most economically and expeditiously and can be invested to the greatest advantage of the University of Nebraska if said gifts and bequests are made to the University of Nebraska Foundation, for the use and benefit of the University of Nebraska rather than directly to the University of Nebraska, or to the Board of Regents of the University of Nebraska.

Reference: BRUN, Minutes, 40, p. 101 (March 19, 1977).

RP-6.6.7 Gifts, Grants, and Bequests

1. Policy and Procedures Concerning Acceptance and Reporting

   This is the general University policy concerning the acceptance, acknowledgment, reporting, and depositing of awards made to the University of Nebraska in the form of gifts, bequests, and grants.

2. Criteria for Administrative Acceptance

   Awards may be accepted by authorized personnel on behalf of the Board of Regents without prior approval if they meet the following criteria and are within the specific limitations identified in each award category:

   a. The award does not involve the development of a new academic program or administrative unit;

   b. The award does not involve the establishment of an existing program or administrative unit at a new site;

   c. The award does not involve the acquisition of real estate or the construction of new buildings or facilities;

   d. The award does not involve the commitment of University funds upon expiration of the award, or any other continuing obligation or liability on the part of the University;

   e. The award does not exceed the dollar limits indicated in the ensuing sections of this statement.

   All awards not meeting these criteria must be presented for acceptance to the Board of Regents at a public meeting.

3. Acceptance and Acknowledgment of Gifts

   ~~Basically, t~~Two types of gifts are received — those for which a specific use is designated and those for which the donor has not made any specification as to use. Any single gift in excess of $1,000,000 must be presented to the Regents for acceptance. All other gifts, including contracts relating thereto, may be accepted and signed by the CEO/President, the CAO/Chancellors, or their designee provided the aforementioned criteria for award acceptance are met. Gifts so accepted, including contracts relating thereto, must be reported to the Regents as provided in Section 7 of this policy.

4. Acceptance and Acknowledgment of Bequests

   Bequests are received by the University of Nebraska via wills, trust agreements, or other testamentary instruments. Any single bequest of $1,000,000 or more must be presented to the Regents for acceptance as a separate action item. All other bequests may be accepted by the CEO/President provided the aforementioned criteria for award acceptance are met. Bequests so accepted must be reported to the Regents as provided in Section 7of this policy. All bequests shall be publicly acknowledged, and such acknowledgment is to be conveyed to the testator's family (or to the attorney handling the estate if there is no family) on a timely basis.

5. Acceptance and Acknowledgment of Grants

Grants are awarded to the University in response to successful applications for such purposes as research, instruction, public service, and student aid. All grants, including contracts relating thereto, may be accepted and signed by the CEO/President, the CAO/Chancellors, or their designee provided the aforementioned criteria for award acceptance are met. Grants so accepted, including contracts relating thereto, must be reported to the Regents as provided in Section 7 of this policy. Grants must be acknowledged only if such acknowledgment is required as part of the award.

6. Depositing of Funds

All cash received as gifts, bequests, and grants must be deposited promptly in an approved depository of the University. All securities received must be transmitted to the Office of the Senior Vice President for Business and Finance and CFO for final disposition in accordance with the terms of the gifts, bequest, or grant.

7. Reporting of Gifts, Grants, and Bequests

All awards or funds received under student loan programs accepted by the CEO/President, the CAO/Chancellors, or their designee, must be reported to the Board of Regents on a quarterly basis:

a. Grants under $1,000,000 will be reported in aggregate; those $1,000,000 and over will be separately itemized;

b. Gifts under $100,000 will be reported in aggregate; those over $100,000 will be separately itemized;

c. Bequests will all be separately itemized;

d. Gifts and Bequests of $1,000,000 and more previously accepted by the Regents during the reported quarter will be aggregated and included in the grand total so as to reflect an accurate picture of award funds flowing into the University;

e. Awards pertaining to research only will be summarized into a separate central report. This information will be reported to the Regents on a corresponding quarterly basis.

8. Distribution of Bequests

The purpose of this statement is to establish guidelines for distributions of principal and/or income coming to the University via testamentary instruments:

a. If a specific campus is named in the controlling testamentary instrument, that campus will automatically receive the bequest. The University of Nebraska-Lincoln is considered the Lincoln Campus, not Central Administration;

b. Testamentary intent will always be the main consideration in determining which campus(es) will receive the bequest. For example, if a will or trust agreement predates the incorporation of the University of Nebraska at Omaha (July 1, 1968) and names either the University or Board of Regents of the University of Nebraska, donor intent is interpreted to be either the Lincoln campus or both the Lincoln and Medical Center campuses, depending on other language and specifications in the instrument. A bequest to the University of Nebraska at Omaha, the Municipal University of Omaha, or the Board of Regents of the University of Nebraska at Omaha would go to the Omaha campus. A bequest to Kearney State College or the University of Nebraska at Kearney would go to the Kearney campus;

c. In cases where testamentary intent is not obvious, advice of legal counsel will be requested concerning any apparent intent and/or the extent to which Regental discretion may be applied. Each of such instances will be viewed independently and decided on its own merits;

d. Legal counsel will be consulted in every instance to ensure adherence to this policy statement.

Reference: BRUN, Minutes, 46, p. 212 (December 12, 1981).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 63, p. 125 (March 3, 2001).
BRUN, Minutes, 66, p. 4 (January 20, 2006).

RP-6.6.8 Use of Gifts to Replace Public Funds Prohibited

The donation of gifts to the University of Nebraska Foundation for the benefit of the University shall be applied for the improvement of academic programs of the University in accord with donor intentions, and will not be used to replace fiscal support of such programs from public funds.

Reference: BRUN, Minutes, 49, p. 111, (January 14, 1984).

RP-6.6.9 Authority to Establish Accounts

Authority is hereby delegated and granted to the principal business officer of each major administrative unit within the University to:

1. Establish accounts in federally insured financial institutions for the purpose of carrying on the day-to-day business operations of the University with respect to cash funds which the Board of Regents is authorized to retain pursuant to Neb. Rev. Stat., §§ 83-130, 83-305.04, 85-125 and 85-192;

2. Designate signatories authorized to transact business through such accounts and to report to the Senior Vice President for Business and Finance and CFO on an annual basis, or whenever a change is made, those individuals authorized as signatories;

3. Designate the number of signatories required to withdraw funds;

4. Authorize the use of facsimile signatures in transacting business with respect to any such accounts.

Any such accounts established shall be reported ~~on a timely basis~~ to the Senior Vice President for Business and Finance and CFO within 15 days being established.

Reference: BRUN, Minutes, 48, pp. 221-222 (July 23, 1983).
BRUN, Minutes, 66, p. 4 (January 20, 2006).
BRUN, Minutes, 71, p. 61 (March 15, 2013).

RP-6.6.10 Collection of Delinquent Debts

Authority is granted to the CAO/Chancellors, through the Vice Chancellors for Business and Finance, to file suit for the collection of delinquent debts after appropriate preliminary steps have been taken and after consultation with the University General Counsel.

Reference: BRUN, Minutes, 36, p. 174 (August 13, 1973).
BRUN, Minutes, 56, p. 149 (September 6, 1991).

RP-6.6.11 Othmer-Topp Endowment Spending Policy

Annual spending from the Othmer-Topp Endowment is limited to a rate no greater than the spending rate established by the University of Nebraska Foundation. Changes in the spending policy shall be established by the Othmer-Topp Endowment Committee and approved by the Board of Regents.

Allocation of income from the Endowment are classified into three major categories, commonly referred to as the 75% fund, the Regents ¹²¹⁄₂% fund and the UNL ¹²¹⁄₂% fund.

1. In accordance with the requirements of Neb. Rev. Stat., §§ 85-123 and 85-123.01, gifts under Mildred Othmer's Will shall be deposited in the University Trust Fund and used as follows:

    a. In accordance with Mrs. Othmer's Will a sufficient amount of funds received from her estate shall be added to the endowed professorship previously established by the Regents under the Last Will and Testament of Donald F. Othmer for the Donald F. and Mildred Topp Othmer Professorship of Chemical Engineering to bring the endowed fund for such professorship to $2,500,000.

    b. The remainder of the gifts received from Mildred Othmer's estate shall be allocated to an account hereby established as the Othmer-Topp Endowment Fund to be held in perpetuity and used in accordance with the Last Will and Testament of Mildred Topp Othmer for University purposes as directed by the Board of Regents. The initial use of the Othmer-Topp Endowment Fund shall be as follows:

        1) The income from seventy-five percent (75%) of the Othmer-Topp Endowment Fund shall be distributed to the University of Nebraska-Lincoln (a) to have first priority use as shall be determined by the Chancellor, with approval of the President and the Board of Regents, to be necessary for (i) enhancement of the chemical engineering program at the University of Nebraska-Lincoln, and (ii) installation, maintenance and operation of technology upgrades for the University of Nebraska libraries; and (b) second priority use for such other general purposes at the University of Nebraska-Lincoln as the CEO/ President and the Board of Regents may from time to time approve. Within the second priority general purposes approved by the CEO/President and the Board, the income may be used as determined by the CAO/Chancellor. The CEO/President and the Board hereby approve the following initial second priority general purposes with the understanding that additional second priority purposes may be approved in the future:

            a) Distinguished Professorships as approved by the Board on January 16, 1999;

            b) The establishment of a Great Plains Regional Humanities Center should UNL be the recipient of a competitive challenge grant from the National Endowment of the Humanities;

            c) The establishment of a program of competitive campus-wide graduate fellowships under the direction of the Dean of Graduate Studies; and

            d) The establishment of the Academic Program Improvement Fund (APIF) which will provide funds to academic programs for investment and enhancement in order to allow UNL to achieve "...excellence in a select number of research, professional and graduate programs and enable them to achieve a level of quality that places them among the top programs in the nation and beyond.

Any buildings, facilities or programs funded with amounts specified in (a)(i) of this paragraph shall be named in honor and memory of Donald F. Othmer, and any technology upgrades funded with amounts specified in (a)(ii) of this paragraph shall be named in honor of Mildred Topp Othmer.

2) The income from twelve and one half percent (12½%) of the Othmer-Topp Endowment fund shall be distributed to the Board of Regents to be used as determined by the President for enhancement of the functions and facilities of the Regents and the chief governing administrative unit of the University for governance and administration of the University.

3) The income from twelve and one half percent (12½%) of the Othmer-Topp Endowment fund shall be distributed to the University of Nebraska-Lincoln to be used as determined by the CAO/Chancellor for the enhancement of academic programs at the University of Nebraska-Lincoln.

4) Any unexpended income shall be reinvested.

2. On or before March 1 of each year, the UNL CAO/Chancellor and the University CEO/President will provide an annual written report to the Board of Regents of expenditures of endowment income for the 75% fund, the Board of Regents 12.5% Fund, and the UNL 12.5% fund.
3. The Board of Regents may from time to time as it shall deem necessary, but within the limits prescribed by the Last Will and Testament of Mildred Topp Othmer, change the purposes for which the Othmer-Topp Endowment Fund is used.

Reference: BRUN, Minutes, 62, p. 155 (October 1, 1999).
BRUN, Minutes, 62, p. 166 (November 5, 1999).
BRUN, Minutes, 63, p. 112 (January 13, 2001).
BRUN, Minutes, 65, p. 91 (January 15, 2005).
BRUN, Minutes, 73, pp. 59-61 (December 3, 2015).

RP-6.6.12 Red Flag Identity Theft Prevention Program

The University of Nebraska Red Flag Identity Theft Prevention Program is designed to assist in reducing the risk of identity theft through detection, prevention and mitigation of patterns, practices or activities ("Red Flags") that might indicate potential identity theft. This policy is intended to comply with the program requirements applicable to the University of Nebraska in the Fair and Accurate Credit Transactions Act (FACTA) at 16 CFR 681.

1. Covered Accounts. The Red Flag Identity Theft Prevention Program applies to any university activity that extends credit or establishes a payment plan primarily for personal, household or family purposes ("Covered Account"). Examples include but are not limited to the following:

   a. Student accounts

   b. Patient accounts

   c. Student loans

2. Accountability. Accountability is delegated to the Vice Chancellor for Business and Finance of each major administrative unit within the University to implement Red Flag Identity Theft Prevention Program requirements. Written policies and procedures shall be established to identify potential Red Flags and respond appropriately to mitigate the risk of identity theft. Each major administrative unit shall provide education to workforce members managing Covered Accounts about the Program. At periodic intervals established in the program, or as required, the program

will be re-evaluated to determine whether all aspects of the program are up to date and applicable in the current business environment. Periodic reviews will include an assessment of which accounts are covered by the program.

3. Red Flags. Examples of Red Flags include but are not limited to the following:

   a. Notification of unusual activity related to a covered account;

   b. Address discrepancies that cannot be explained;

   c. Presentation of suspicious documents by an individual, including identification cards that do not match physical appearance;

   d. Suspicious external requests for information from covered accounts; and

   e. Complaints or questions from students, guardians or customers about charges to a covered account for goods/services they claim were never received

4. Reporting. Each Major administrative unit shall provide a report annually to the University of Nebraska Internal Audit and Advisory Services containing summaries of Red Flag Rule monitoring activities, and any identity theft incidents that have occurred and the unit's response to them. The University of Nebraska Internal Audit and Advisory Services shall report Red Flag monitoring and response data from the administrative units to the Audit, Risk and Compliance Committee of the Board of Regents annually as required by the FACTA regulations. The Board of Regents shall approve material changes to the Red Flag Identity Theft Prevention Program.

5. Credit reports. Any University of Nebraska Administrative Units ordering credit reports, such as reports on consumers receiving services at the University of Nebraska or reports on prospective employees, may receive a Notice of Address Discrepancy from the consumer reporting agency.

   If such a Notice is received, the administrative unit must compare the information in the consumer report with other address information the individual has provided to confirm the address provided is correct. If the address the individual has provided is correct, the administrative unit must notify the consumer reporting agency of the correct address.

6. Service Providers. The University of Nebraska may contract with vendors to provide services related to Covered Accounts. The contracting department shall maintain written certification from the vendor stating it complies with FACTA Red Flag regulations.

Reference: BRUN, Minutes, 68, p. 26 (April 24, 2009).

RP-6.7 Records of the University

Records and documents of the University are available for inspection in the Office of the Corporation Secretary. The following types of records and documents are deemed to be confidential records, and will not be made available to the public, except upon written authorization signed by the individual or individuals to whom the records pertain or by a person duly authorized to act on behalf of such individual or individuals:

- student academic records;
- personal information in student records, except public directory information;
- personal information in faculty and staff personnel records, except salary and routine directory information;
- communications between attorney and client; communications between physician and patient;
- hospital medical records; and

- any other records declared to be confidential under the Federal and State law, provided, if otherwise consistent with the law, such records with names deleted and kept confidential may be made available for governmental research and analysis.

Records and documents that are not confidential shall be available by written request to the Corporation Secretary and by paying the reasonable cost and expense of making said records available. In very limited circumstances, the University may share nondirectory personnel information with third parties when such third parties are performing a University service or function provided, however, that the CEO/President or the CEO/President's designee has approved the information disclosure. The University may share nondirectory personnel information as a part of administrative proceedings including, but not limited to, NEOC proceedings. The University will comply with any lawful administrative or judicial order requiring the production records, and will provide records in response to legitimate requests for discovery of evidence in litigation in which the University is involved.

1. For the purposes of this section, the term "personnel" shall mean and include persons who are employees of the University and persons who are or have been either applicants or nominees for employment by the University.

2. For the purpose of this section, the term "personnel records" shall be inclusive of the entire employment process beginning with application or nomination for appointment, search committee evaluation and appointing authority evaluation, through appointment and employment, and ending with separation from employment. Personnel records shall include (1) all records and documents pertaining to any person who is an applicant or nominee for any University personnel position described in Section 3.1 of these Bylaws, regardless of whether any such person is ever actually employed by the University, and (2) all records and documents pertaining to any person employed by the University.

3. For the purpose of this section, the term "personal information" when used in relation to faculty and staff personnel records shall mean and include, but not be limited to, (1) all records and documents pertaining to any applicant or nominee for appointment to any University personnel position described in Section 3.1 of these Bylaws, except the names of candidates accepted by an appointing officer or appointing authority pursuant to Section 2.1 of these Bylaws as finalists under consideration for appointment, and (2) all records and documents pertaining to the employment of any person by the University, except salary and routine directory information.

4. For the purpose of this section, the term "routine directory information," when used in relation to the term "personal information" in faculty and staff personnel records, shall mean and be limited to (1) name of the person employed by the University, (2) date of employment, (3) type of University personnel appointment or appointments held and term of each appointment, (4) title or academic rank, (5) University employment address, (6) University telephone number, (7) University email address, (8) postsecondary education degrees earned, (9) awards or honors, and 10) date of separation from University employment.

   Notwithstanding any provision above to the contrary, the University shall comply with such federal, state and local laws as may be applicable to its records, including laws related to confidentiality and disclosure.

Reference: BRUN, Minutes, 74, pp. 17 and 34-41 (June 1, 2017).
BRUN, Minutes, 74, pp. 95 and 100-106 (October 5, 2017).

RP-6.8 External Financing

The External Financing Policy formalizes the link between the University's capital plans and external financing transactions. The ability to incur obligations related to external financing is a limited resource that must be managed strategically in order to best support the University's priorities. The University's use

of external financing plays a critical role in ensuring adequate and cost-effective funding for its capital plans and operating needs. By linking the objectives of the External Financing Policy to the University's strategic objectives, the University increases the likelihood of achieving its mission.

1. Strategic Use of External Financing

The strategic use of both taxable and tax-exempt external financing, in addition to other funding sources such as philanthropy and state appropriations, can provide support for mission-critical investments and increase financial flexibility.

The University recognizes that the ability to incur obligations related to external financing is a limited resource. External financing should be used prudently within the University's statutory authority for capital projects that are consistent with the mission and vision of the University. To assure this criteria is met, an analysis of the ongoing impact of the projects on the University's finances must be performed in connection with any incurrence of obligations related to external financing.

External financing obligations will be managed on a capital structure-wide basis with the goal of achieving the most favorable cost of capital within acceptable risk parameters. The University intends to maintain a credit rating that ensures adequate funding for University capital projects and provides ready access to the capital markets at attractive rates relative to market conditions then existing. It is understood that higher credit ratings provide market access at lower interest rates but also limit the amount of external financing obligations that may be issued.

2. External Financing Guidelines

a. Capital Planning: The University will implement a capital planning process in which capital investments are vetted for external financing based on their economics, strategic importance and other relevant factors. Only Board-approved capital investments will be eligible for external financing, with the exception of specific transactions that have been delegated to the Senior Vice President for Business and Finance and CFO.

b. Approval Process for External Financing: The Senior Vice President for Business and Finance and CFO is responsible for implementing this policy and for all external financing activities of the University. All new external financing transactions will be authorized by a Board of Regents resolution that may include specific parameters regarding the size, structure and pricing of the transaction. The Senior Vice President for Business and Finance and CFO will report to the Board's Business and Finance Committee, no less than annually, as assessment of the University's capacity to incur additional obligations related to external financing.

c. Permitted External Financing Structures: The University may secure external financing through the public markets or directly from banks or other third parties. Permitted external financing structures include:

i. Tax-Exempt Obligations: Tax-exempt external financing is a significant component of the University's capital structure due in part to its substantial cost benefits. The University recognizes that it must adhere to Internal Revenue Service ("IRS") regulations regarding the use of facilities financed by tax-exempt external financing obligations, among other restrictions.

ii. Taxable Obligations: In instances where capital investments do not qualify for tax-exempt financing or more flexibility is desired, the use of taxable external financing may be considered.

iii. Fixed Rate Obligations: Fixed rate obligations, in which the interest rate is fixed until maturity, represents a significant component of the University's capital

structure. Fixed rate financing provides budgetary certainty but is typically more restrictive in its prepayment flexibility compared to short-term or variable rate financing structures.

iv. Variable Rate Obligations: The University may enter into variable rate obligations to potentially lower its overall cost of capital, match interest-rate sensitive short-term assets, provide greater redemption or refinancing flexibility compared to a fixed rate obligation, or to diversify its capital structure, among other reasons. The University recognizes that these structures also have risks that must be weighed against the potential benefits.

v. Bridge Financing: The University may use external financing as a source of bridge financing, which may include short-term obligations. Bridge financing will provide funds for interim financing of projects in anticipation of philanthropy, planned issuance of long-term external financing or reimbursement/repayment from other sources of funds. The use of external bridge financing may provide greater flexibility relative to the timing and structuring of individual long-term external financing transactions.

vi. Bank Products: Rather than securing financing in the public capital markets, the University may find it advantageous to secure financing directly from a bank or other private market third parties. Some considerations in evaluating the attractiveness of private sources of capital include cost of funds, size of borrowing, timing constraints and other terms.

vii Capital and Operating Leases: Lease structures provide another source of external financing for capital and operating needs. The University recognizes that capital leases and operating leases may constitute direct or indirect financing obligations for rating agency purposes. Before entering into a lease agreement, the University will assess the economics, risks and benefits compared to other forms of financing.

viii. Derivative Products: The University may consider the use of derivative products such as interest rate swaps and caps in connection with its capital structure to hedge certain business risks. The University will not use derivative products for the purpose of speculation. The University recognizes that derivative products such as interest rate swaps may enable more opportunistic and flexible management of the capital structure. The University will undertake an evaluation of the benefits and risks – including counterparty risk – associated with any derivative transaction prior to execution.

ix. Off-Balance Sheet Financing, including Public-Private Partnerships: Third parties may provide other types of funding for capital investments and other needs. The University recognizes that these structures can be more expensive than traditional external financing structures, and may carry risks beyond financing risk, including risks to the University's reputation and student experience. The University recognizes that these structures may have a direct or indirect impact on the University's overall credit profile. The University will evaluate the potential financial and qualitative risks and benefits of these structures before entering into any contracts or agreements.

d. Principal Amortization: The amortization of external financing obligations will be managed in conjunction with the objectives of the Internal Lending Program. External financings will be structured separately from Internal Lending Program loan structures and will seek to match the useful life of the assets being financed with the tenor of its liabilities.

e. Assessment of Financing Structures: The University has access to several external financing structures each with specific benefits, risks and costs. All potential external financing structures are reviewed by management within the context of the External Financing Policy and the overall capital structure to ensure that a given structure is consistent with the University's objectives. Regardless of what external financing structure is utilized, due diligence must be performed for each transaction, and may include (i) quantification of potential risks and benefits, (ii) analysis of the impact on the University's long-term creditworthiness and ability to secure future external financing, and (iii) impact on the operating budget. The University shall engage such professionals in the conduct of such due diligence as determined appropriate, including its financial advisor.

f. Ongoing Management of Capital Structure: The University will monitor its capital structure on a periodic basis to identify opportunities to lower its cost of funding or to optimize its risk position by refinancing or restructuring outstanding obligations. The University may also seek to refinance obligations for strategic, non-economic reasons. For economic refinancing transactions, the University will consider transactions that produce appropriate present value savings, taking into account the level of interest rates, the remaining time before the call date and costs of issuance.

3. Monitoring Financial Strength and Future Capacity/Affordability

On an annual basis, the Senior Vice President for Business and Finance and CFO will present to the Business and Finance Committee an assessment of the University's financial strength and capacity to incur additional external financing obligations.

Capacity focuses on the amount of external financing obligations an institution can manage given the size of its balance sheet and scope of operations. Affordability focuses on the ability for an institution to pay for the ongoing cost of additional external financing obligations through its operating budget.

The University recognizes that its strategy and mission must be the primary drivers of its capital investment and use of external financing. Although external credit ratings provide a view of capacity and affordability, the University will not manage its capital structure to achieve a specific rating. Success in achieving University objectives will result in a stronger financial profile and higher ratings overtime.

The University will monitor four financial ratios to assist the Board in evaluating financial strength, capacity and affordability, as described below. The University will engage with its financial advisor to calculate these ratios based on Moody's methodology.

Prior to the incurrence of obligations related to external financing, the Senio Vice President for Business and Finance and CFO will evaluate the impact on these ratios for discussion with the Business and Finance Committee of the Board.

Metric	Measures	Definition
Spendable Cash and Investment to Debt (Higher is Better)	Balance Sheet Capacity	(University and Foundation Cash and Investments + Investment in Joint Venture - University Restricted Non-Expandable Net Assets - Foundation Permanently Restricted Net Assets) / Long-Term Debt
Debt to Operating Revenue (Lower is Better)	Income Statement Capacity	Long-Term Debt / Operating Revenue

Debt Service to Operations (Lower is Better)	Debt Affordability	Annual Debt Service / Operating Expense
Debt Service Coverage (Higher is Better)	Cash Flow Coverage	(Operating Revenue - Operating Expenses + Interest + Depreciation) / Annual Debt Service

4. Compliance

The University will comply with all legal and contractual requirements for ongoing continuing disclosure related to its financings, including disclosure requirements under applicable SEC rules and regulations contained in applicable continuing disclosure undertakings. The University may employ one or more dissemination agents to assist it in compliance with such requirements.

The University will comply with all applicable legal, contractual and other requirements for post-issuance compliance related to tax-exempt or other external financing obligations, including any applicable University policy and/or procedures adopted from time to time in order to so comply. Matters to be monitored and complied with pursuant thereto may include the investment, use and expenditure of proceeds of such external financing; restrictions on the use of projects financed thereby; record retention and maintenance; ongoing compliance monitoring; interaction with bond counsel and/or disclosure counsel; monitoring of tax-exempt financing expenditures; arbitrage rebate monitoring, compliance and filings; and private business use monitoring and compliance.

5. Policy Monitoring and Reporting

The Senior Vice President for Business and Finance and CFO will periodically review the External Financing Policy to ensure it remains consistent with the University's objectives and industry standards. Any recommendations for changes to the policy will be brought to the Business and Finance Committee.

The Senior Vice President for Business and Finance and CFO will provide an annual report to the Business and Finance Committee summarizing the capital structure, key financial metrics and an assessment of capacity and affordability for future external financing.

Reference: BRUN, Minutes, 76, p. 14 (April 17, 2020).

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to establish an expedited Graduate Certificate in Addiction Counseling to be administered by the Grace Abbott School of Social Work in the College of Public Affairs and Community Service at the University of Nebraska at Omaha (UNO).

X	**Review**		**Review + Action**		**Action**		**Discussion**

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

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

The Addiction Counseling Certificate is designed to develop knowledgeable, compassionate, and well-trained professionals ready to meet the increasing demand for effective substance use disorder treatment and prevention services. The curriculum offers in-depth study in areas such as assessment and diagnosis, treatment planning, trauma-informed care, co-occurring disorders, ethical practice, and both group and individual counseling strategies. A key feature of the program is its emphasis on real-world application, with students participating in supervised practicum and internship experiences across varied clinical and community environments. All certificate courses are transferable to the Master of Social Work or the Master of Science in Counseling, and no additional expenses are incurred in offering this program. Therefore, the Certificate is eligible for Expedited Approval. This program fulfills educational requirements for eligibility to be licensed as an Alcohol and Drug Counselor by the state of Nebraska.

This expedited certificate was reported to the Executive Graduate Council on March 2, 2026.

BACKGROUND INFORMATION

Regents Policy 2.3.3 authorizes the President to approve certain graduate certificates that meet requirements laid out in RP 2.3.3.1 – 2.3.3.6. These requirements include the provisos that the offering does not result in additional expenses, that all coursework exists, and that the coursework is part of a previously approved graduate degree.

APPROVAL

The President approved this expedited Graduate Certificate on March 13, 2026.

SUMMARY-ESTABLISHING A NEW ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: UNO Graduate Certificate in Addiction Counseling

Proposed Date of First Offering: Fall 2026

New/Additional Annual Program Costs	Program Management		Brief Explanation
	FTE	Expense	
Faculty*		$	This 12-credit hour certificate will prepare students for Alcohol and Drug Counseling in the state of Nebraska, an area of increasing demand. The courses transfer to two Master's degrees, no new resources are needed.
Staff*		$	
Additional Expenses**		$	
Total Annual Expense		$ -	

*Total salary and benefits at year 5; **Additional costs on an annualized basis estimated for Year 5

AAU Recognition Potential Impact: [ ]Very Negative [ ]Negative [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

Minimum Estimated Program Enrollment (Year 5)

	Enrollment	Credit Hours	Tuition Rate	Income
Resident Tuition*	55	12	$ 488.00	$ 322,080
Non-Resident Tuition**				$ -
Special/Other Tuition***				$ -
			Total Income	$ 322,080
			Net Income	$ 322,080

*calculated income based on an estimated tuition rate of $488 per CH; 12 CH per year per student.

MEMORANDUM

Date: January 14, 2026

To: David Jackson, Interim Executive Vice President and Provost

From: Joanne Li, Chancellor, University of Nebraska at Omaha

RE: Certificate Proposal—Addiction Counseling Professional Program Certificate

The University of Nebraska at Omaha (UNO) committees have reviewed and endorsed the creation of a new graduate certificate.

The Department of Counseling and the Grace Abbott School of Social Work request the creation of an Addiction Counseling Professional Program Certificate. The purpose of the certificate is to expand addiction counseling course offerings and professional development at UNO by offering innovative training programs, certifications, and continuing education opportunities tailored for professionals working in addiction treatment settings. The delivery of this new certificate will help to address a critical workforce shortage in Nebraska, and it directly supports the increasing demand for mental health providers who are dually trained in addressing substance use.

Cc: Phil He, Senior Vice Chancellor for Academic Affairs, Office of Academic Affairs
Sarah Edwards, AVC for Academic Excellence and Program Innovation

University of Nebraska
Proposal for New Certificate Program

I. Descriptive Information

Name of Campus Proposing Certificate
University of Nebraska Omaha
Name of Proposed Certificate
Addiction Counseling Program
Level of Certificate to be Awarded to Graduates
_____Undergraduate __X___Graduate
Other Programs (including Certificates, Majors, or Degrees) Offered in this field by this institution
Counseling, Grace Abbott School of Social Work
CIP Code: 6 digit *[Browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]*
51.1501
Subject Code
COUN/SOWK
Administrative Unit(s) for the Proposed Certificate
College of Education, Health and Human Sciences; College of Public Affairs and Community Service
Other Units Participating in the Certificate
Proposed Delivery Site
Online
Students can Complete the Full Program *[check all that apply]*
__On-campus __X _Online (asynchronous) _X_ Synchronous Distance _X_Hybrid/Blended of Selected
Certificate will be Offered to
_____ Degree seeking _____ Non-degree seeking ___X___ Both _____ Other (please explain)
Program leads to professional licensure or certification [*Learn more here:*
_____ no ___X___ yes If yes, complete Appendix D: Professional Licensure and Certification.
The proposed certificate program is a subset of an existing degree program
___X__ yes _____ no If yes, % made up of existing courses: __100__%
Proposed Date the New Certificate will be Initiated
Upon Approval
FOR GRADUATE CERTIFICATES ONLY:
Will this program be proposing tuition remission? (if yes, see tuition remission forms for additional actions)
_____ yes ____X__ no
List of Faculty Members who will Serve on Certificate Advisory Committee
Tina Christine Chasek, Tom Maxson, Susan Reay

II. Details

A. Purpose of the Proposed Certificate:

To expand addiction counseling course offerings and professional development at UNO by offering innovative training programs, certifications, and continuing education opportunities tailored for professionals working in addiction treatment settings.

B. Description of the Proposed Certificate:

The Addiction Counseling Certificate is designed to develop knowledgeable, compassionate, and well-trained professionals ready to meet the increasing demand for effective substance use disorder treatment and prevention services. Through a blend of advanced academic coursework, practical clinical training, and evidence-based approaches, this program equips students with the skills needed to support individuals and families affected by addiction.

The curriculum offers in-depth study in areas such as assessment and diagnosis, treatment planning, trauma-informed care, co-occurring disorders, ethical practice, cultural competency, and both group and individual counseling strategies. A key feature of the program is its emphasis on real-world application, with students participating in supervised practicum and internship experiences across varied clinical and community environments. These placements allow students to apply their knowledge while building professional confidence and competence.

Emphasizing holistic, client-centered care, the program integrates current research and best practices from the field of addiction science. Students will also examine policy, advocacy, and leadership within the substance use treatment field, gaining the tools to make a meaningful impact both at the individual level and within broader systems of care.

C. Student Learning Outcomes

- **Demonstrate Competency in Clinical Assessment and Treatment Planning**
  Students will accurately conduct substance use assessments, diagnose according to current diagnostic criteria, and develop comprehensive, individualized treatment plans grounded in evidence-based practices.
- **Apply Ethical, Culturally Competent, and Trauma-Informed Approaches**
  Students will integrate ethical decision-making, cultural sensitivity, and trauma-informed care principles into their counseling practice to effectively support diverse client populations.
- **Deliver Effective Counseling Services in Individual and Group Settings**
  Students will demonstrate proficiency in delivering therapeutic interventions across individual and group modalities, utilizing counseling theories and techniques tailored to the needs of clients with substance use disorders and co-occurring conditions.
- **Engage in Professional Practice and Advocacy within the Addiction Field**
  Students will apply classroom knowledge in supervised clinical settings, exhibit professional behavior, and analyze the role of policy and advocacy in shaping effective and equitable addiction treatment systems.

D. Admissions

General Application Requirements and Admission Criteria

- Application Deadlines
  - Spring 2027: September 15
  - Summer 2027: February 15
  - Fall 2027: February 1
- Other Requirements
  - Bachelor's degree (minimum)
  - Master's students in clinical programs at UNO and other NE institutions

- Master's students in allied health programs at UNO and other NE institutions
- Licensed professionals (LIMHPs, LCSWs, MFTs, ABA practitioners, Psychologists)
- **English Language Proficiency:** Applicants are required to have a command of oral and written English. Those who do not hold a baccalaureate or other advanced degree from the United States, **OR** a baccalaureate or other advanced degree from a predetermined country on the waiver list, must meet the minimum language proficiency score requirement in order to be considered for admission.
    - Internet-based TOEFL: 80, IELTS: 6.5, PTE: 53, Duolingo: 110
- **Statement of Purpose:** 2 pages (double-spaced) addressing the following:
    - Reason(s) for pursuing the counseling profession,
    - Relevant experience,
    - Personal career goals,
    - Reason(s) for choosing UNO's Addiction Counseling Professional program.
- **Resume or curriculum vitae**
- **Letters of Recommendation:**
    - Require two letters of recommendation and should be from persons who can speak to the applicant's professional competence and/or academic ability.

E. Certificate Program Curriculum

Master's-Level Track -Traditional Academic Credit Format – (12 Credits)

SOWK/COUN 8516 – Treatment Issues in Addiction (3 credits)
SOWK/COUN 8686 – Medical & Psychosocial Aspects of Addiction (3 credits)
SOWK/COUN 8696 – Assessment and Case Planning for Substance Use (3 credits)
COUN 8220 – Practicum in Addiction Counseling (300 hours) (3 credits) **Year two
Courses follow the standard academic calendar. Students are admitted as 'Unclassified', and all coursework appears on official transcripts for licensure. Practicum is included.

Name of Existing Master's Program: Master of Social Work/Counseling MS *[For an expedited review of a Graduate Certificate, it must be a subset of an existing program. Complete this table for an expedited review of a Graduate Certificate only, otherwise delete.]*			
Required Courses: Course Code and Title	Masters Credit Hours	Certificate Credit Hours	Prerequisites, if applicable
SOWK/COUN 8516 – Treatment Issues in Addiction	3	3	
SOWK/COUN 8686 – Medical & Psychosocial Aspects of Addiction	3	3	
SOWK/COUN 8696 – Assessment and Case Planning for Substance Use	3	3	
COUN 8220 – Practicum in Addiction Counseling	3	3	
Electives: Course Code and Title	Masters Credit Hours	Certificate Credit Hours	
Total	12	12	

F. Advising

Students will be assigned to faculty instructor for academic advising.

G. Evaluation of Program

The program will be evaluated through employment outcomes, licensure attainment, employer satisfaction, student satisfaction and engagement, clinical site evaluations, program completion rates, and ongoing

curriculum review.

- Employment outcomes: Graduate employment rates in substance use counseling or related behavioral health roles will be tracked to ensure the program prepares students for meaningful and relevant careers. Placement into licensed or license-eligible positions will be a critical metric.
- Licensure attainment: The number and percentage of graduates who successfully obtain their substance abuse counseling license will be monitored as a key indicator of program quality and alignment with state requirements.
- Employer satisfaction: Feedback from clinical supervisors and hiring organizations will be collected to assess how well-prepared graduates are in terms of clinical skills, ethical practice, cultural competence, and readiness to contribute to the workforce.
- Student satisfaction and engagement: Surveys and course evaluations will be used to gauge student experiences with curriculum delivery, instructor support, field placements, and the competency-based learning format.
- Clinical site evaluations: Practicum and internship supervisors will complete evaluations of student performance in the field, offering insight into how effectively students are applying their knowledge and competencies in real-world settings.
- Program completion rates and time-to-degree: These will be monitored to ensure that the self-paced, flexible design supports timely graduation and accommodates diverse learner needs.
- Ongoing curriculum review: Data from assessments, student outcomes, and community feedback will inform regular review and updates to ensure the program remains current, effective, and responsive to changing workforce demands.

H. Plan for Implementation

The certificate program will use existing coursework. No new subject codes will need to be created.

- Partnership agreements that will enhance the quality of the program
    - Region 6 Behavioral Healthcare – A key partner in workforce development efforts across eastern Nebraska, Region 6 may support internship placements, mentorship, and connection to employment opportunities within its provider network.
    - Heartland Family Service – A confirmed behavioral health provider offering substance use treatment; potential site for practicum and internship experiences, as well as job placement for graduates.
    - Lutheran Family Services of Nebraska – Offers integrated behavioral health services, including substance use treatment, and could support clinical training and employment pathways.
    - Stephen Center HERO Program – Provides residential and outpatient substance use treatment; a potential internship site that offers real-world clinical experience with high-need populations.
    - Community Alliance – A leading mental health and substance use service provider in the region, supporting dual licensure efforts and potential employment pipelines.
    - CHI Health Behavioral Services – A hospital-based system offering a range of mental health and substance use services, which may serve as a clinical site and employment partner.
    - Nebraska Department of Health and Human Services (DHHS) – May support workforce initiatives through funding, data sharing, and alignment with licensure requirements.

III. Review Criteria

A. Centrality to the Campus Role and Mission

The Addiction Counseling Professional Program Certificate is a mission-driven initiative that advances UNO's role as a responsive, engaged, and innovative metropolitan university. By preparing compassionate, skilled professionals who contribute to both individual well-being and systemic change, the program exemplifies UNO's commitment to impactful education and community service. This certificate program:

- Prepares professionals to address a critical public health need—substance use disorders—impacting Nebraska and beyond.
- Builds a qualified workforce to serve urban and rural communities, particularly those that are underserved or under-resourced.
- Encourages community-based learning through required clinical placements, directly reflecting UNO's urban engagement mission.

B. **Relationship of the proposal to the University of Nebraska strategic priorities**

Priorities of student success, academic excellence, community engagement, and workforce development are all embodied in the certificate program:

- Student Success: Students receive personalized support and hands-on experience, enhancing retention, confidence, and career readiness.
- Academic Excellence: The curriculum integrates best practices, ethics, and cutting-edge research in addiction science and counseling.
- Community Engagement: Field placements build partnerships with local and regional service providers, reinforcing UNO's commitment to mutually beneficial community relationships.
- Workforce Development: Graduates meet growing demand for licensed addiction and mental health professionals, aligning with state and national workforce shortages in behavioral health.

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

- Meeting the Workforce Needs of Nebraska
    - This program directly responds to the statewide shortage of behavioral health professionals, including addiction counselors.
    - By producing job-ready graduates trained in evidence-based treatment and prevention of substance use disorders, the program contributes to the healthcare and human services workforce pipeline, especially in underserved and rural areas.
- Ensuring Affordable Access to Quality Postsecondary Education
    - This certificate offers a targeted, accelerated educational pathway for individuals seeking entry or advancement in the behavioral health field—without requiring a full degree.
    - The program may appeal to working adults, career changers, or returning students, making it a flexible and accessible option aligned with statewide affordability and lifelong learning goals.
- Promoting Student Success and Engagement
    - The inclusion of supervised practicum and internship placements allows students to apply their learning in real-world settings, supporting both competency development and career confidence.
    - Students are engaged in trauma-informed care, cultural competency, and ethical practice, fostering both personal growth and professional preparedness.
- Strengthening Responsiveness to State and Community Needs
    - The program addresses the opioid and addiction crisis, a significant public health concern in Nebraska and across the U.S.
    - It promotes client-centered, community-focused care, producing graduates equipped to serve diverse populations and contribute to public health infrastructure at both local and statewide levels.

D. Evidence of Need and Demand

1. Need:

The certificate will address a critical workforce and community need for qualified professionals to respond to the rising rates of substance use disorders across the country. The Bureau of Labor Statistics projects a faster than average growth for addiction counselors at 17% job growth over the next 10 years. In addition, the behavioral health field is experiencing a shortage of trained clinicians who can provide effective, evidence-based treatment for individuals struggling with addiction, particularly in underserved and rural areas. In Nebraska, over 50% of the licensed addiction counselors are over the age of 55 indicating a need to fill a gap of retiring providers.

This program directly supports the growing demand for dually licensed mental health and substance use professionals, a need identified by treatment providers, state agencies, and community organizations. By equipping graduates with the clinical skills, cultural competency, and ethical foundation required for licensure, the program strengthens the behavioral health workforce and enhances the quality of care available in diverse settings.

In addition, this program responds to broader public health and community wellness goals by preparing professionals to serve on the front lines of prevention, early intervention, and recovery support. Graduates will be able to fill critical roles in treatment centers, schools, correctional systems, hospitals, and nonprofit organizations, helping to reduce the impact of addiction on individuals, families, and communities.

2. Demand:

Based on the market demand in the Omaha area, enrollment of current programs, and the number of current students in social work and counseling who have requested this credential, we anticipate enrollment:

- Year 1: 15–20 students
  The initial cohort will likely include a mix of working professionals, recent graduates, and dual-degree students. Outreach will target current UNO students in related programs (e.g., social work, psychology, counseling) and individuals already working in the behavioral health field seeking licensure or career advancement.
- Year 3: 35–45 students
  As awareness of the program grows and clinical partnerships expand across Nebraska and the surrounding region, enrollment is expected to increase. Additional recruitment efforts, including partnerships with workforce development organizations and community providers, will support growth.
- Year 5: 50–65 students
  With an established reputation, successful graduate outcomes, and increased demand for licensed professionals, the program is projected to reach stable, sustainable enrollment. Expanded marketing, online delivery, and flexible pacing will continue to attract nontraditional learners from both urban and rural areas.

E. Avoidance of Unnecessary Duplication

The Addiction Counseling Professional Program Certificate is a subset of the Master of Science in Counseling and Master of Social Work degrees.

F. Adequacy of Resources:

1. Faculty/Staff
2. The program will utilize current resources available through Social Work and Counseling courses.

3. Library/Information Resources
   The program will utilize current resources available through Social Work and Counseling courses.

4. Physical Facilities and Equipment
   The program will utilize current physical facilities and equipment.

5. Budget Projections-Attached
   Table 1: Projected Expenses
   Table 2: Revenue Sources for Projected Expenses

Professional Licensure and Certification

Licensing Board Full Name	Link to Licensing Board Website
Alcohol and Drug Counseling- Nebraska	dhhs.ne.gov/licensure/Pages/Alcohol-and-Drug-Counselor.aspx
Accrediting Body Full Name	**Link to Accrediting Body Website**
NA	NA
Itemized Cost of Licensure and/or Certification	
Fees: $275 initial cost, $175 renewal every 2 years	

List states where this program fulfills educational requirements for licensure/certification	List states where this program does not fulfill educational requirements for licensure/certification	List states that do not require licensure or certification for this program
Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Neveda, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, Wyoming AND US Army, Navy, Air Force; 10 Countries, Indian Health Services, and 14 independent Association	Alaska, Kansas, North Dakota, Washington	NA

TABLE 1: PROJECTED EXPENSES												
CAMPUS AND NAME OF PROGRAM, CENTER OR UNIT: UNO Addiction Counseling Certificate												
		(FY26-27) Year 1		(FY28-29) Year 2		FY(25-26) Year 3		(FY27-28) Year 4		(FY29-30) Year 5	**Total Cost**	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty [1]												$0
Professional [2]												$0
Graduate assistants												$0
Support staff												$0
Subtotal		$0		$0		$0		$0		$0		$0
Operating												
General Operating [3]												$0
Equipment [4]												$0
New or renovated space [5]												$0
Library/Information Resources [6]												$0
Other [7]												$0
Subtotal		$0		$0		$0		$0		$0		$0
Total Expenses		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNO Addiction Counseling Certificate						
	(FY26-27) Year 1	(FY27-28) Year 2	(FY28-29) Year 3	(FY29-30) Year 4	FY 30-31 Year 5	**Total**
Existing Funds [1]						$0
Required New Public Funds [2]						$0
1. State Funds						$0
2. Local Tax Funds (community colleges)						$0
Tuition and Fees [3]	$65,880	$146,400	$204,960	$263,520	$322,080	$1,002,840
Other Funding [4]						$0
Continuing Education	$6,000	$12,600	$20,000	$25,000	$30,000	$93,600
2						$0
3						$0
Total Revenue [5]	$71,880	$159,000	$224,960	$288,520	$352,080	$1,096,440

October 9, 2025

Dr. Christine Chasek
Department of Counseling
College of Education, Health, and Human Sciences

Dear Dr. Chasek:

I am pleased to offer this letter of support for the proposed Addiction Counseling Certificate, which is a new collaboration with the School of Social Work in the College of Public Affairs and Community Service. I appreciate intentional collaboration to provide a highly valuable and much desired certificate option for mental health care providers in Nebraska. The delivery of this new certificate will help to address a critical workforce shortage in Nebraska, and it directly supports the increasing demand for mental health providers who are dually trained in addressing substance use. Notably, this new program does not require the creation of new courses.

The Graduate Committee of the College reviewed and unanimously approved this proposal on October 9, 2025. On behalf of the Dean's Office, I fully support moving this proposal forward for university approval and implementation.

Sincerely,

Jason D. Coleman, PhD, MSPH
Associate Dean
College of Education, Health, and Human Sciences

c: Neal Grandgenett, PhD, Lois G. Roskens Dean

University of Nebraska Omaha
College of Education, Health, and Human Sciences Office of the Dean
6005 University Drive North, RH 211 | Omaha, NE 68182 | 402.554.2719
unomaha.edu

November 17, 2025

Dr. Susan Reay, EdD, LICSW
Director and Associate Professor, Grace Abbott School of Social Work
College of Public Affairs and Community Service

Dear Dr. Reay:

I am pleased to offer this letter of support for the proposed Addiction Counseling Certificate, developed as a collaborative effort between the Department of Counseling within the College of Education, Health and Human Sciences and the School of Social Work within the College of Public Affairs and Community Service. This partnership exemplifies UNO's commitment to cross-college innovation that enhances educational access and responds directly to community and statewide needs.

Nebraska continues to face a critical shortage of providers trained in both mental health and substance use disorder treatment. The proposed certificate—built on existing courses and requiring no new curriculum development—offers a timely and strategic solution.

I am encouraged by the thoughtful planning and momentum already underway, including State approval processes, the development of dual-delivery capacity for COUN/SOWK 8516, new course sections added for Spring 2026 to meet anticipated enrollment growth, and emerging partnerships such as the Nebraska State Probation proposal through NU Advance and GATSA. These efforts signal both the academic rigor and the real-world impact this certificate will generate.

On behalf of the College of Public Affairs and Community Service, I express full support for advancing this proposal through university approval and implementation. I am confident that this certificate will meaningfully strengthen Nebraska's behavioral health workforce and deepen CPACS's long-standing mission of community-engaged, practice-grounded education.

Sincerely,

Julie Blaskewicz Boron, PhD
Associate Dean for Research
College of Public Affairs and Community Service

c: Gaylene Armstrong, PhD, Dean

University of Nebraska Omaha
College of Public Affairs and Community Service, Office of the Dean
6001 Dodge Street, CPACS 109 | Omaha, NE 68182-0145 | 402.554.2276 | cpacs.unomaha.edu

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to establish an expedited Graduate Certificate in Applied Business Economics and Analysis administered by the Department of Economics in the College of Business Administration at the University of Nebraska at Omaha (UNO).

[X]	**Review**	[ ]	**Review + Action**	[ ]	**Action**	[ ]	**Discussion**

[X] *This is a report required by Regents' Policy.*

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

The purpose of the Applied Business Economics and Analysis Graduate Certificate is to assist professionals in government, business, economics, finance, and other fields to expand their economic and analytical knowledge. The proposed certificate is expected to attract students who are interested in advancing their education but might not be ready to commit to completing a master's degree. The program addresses a strong and expanding national and regional demand for professionals skilled in applied economics, data analysis, and quantitative business decision-making. Labor market data, student demand metrics, and institutional comparisons demonstrate a significant opportunity for UNO to serve as the first public university in Nebraska offering this specialized, analytics-focused credential. All courses in the certificate are existing courses and would transfer into the Master of Science in Economics, and no additional expenses are incurred in offering this program. Therefore, the Certificate is eligible for Expedited Approval.

This expedited certificate was reported to the Executive Graduate Council on March 2, 2026.

BACKGROUND INFORMATION

Regents Policy 2.3.3 authorizes the President to approve certain graduate certificates that meet requirements laid out in RP 2.3.3.1 – 2.3.3.6. These requirements include the provisos that the offering does not result in additional expenses, that all coursework exists, and that the coursework is part of a previously approved graduate degree.

APPROVAL

The President approved this expedited Graduate Certificate on March 13, 2026.

SUMMARY-ESTABLISHING A NEW ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: UNO Graduate Certificate in Applied Business Economics and Analysis

Proposed Date of First Offering: Fall 2026

New/Additional Annual Program Costs	Program Management FTE	Program Management Expense	Brief Explanation
Faculty*		$	The purpose of the Applied Business Economics and Analysis Graduate Certificate is to assist professionals in government, business, economics, finance, and other analytical fields to expand their economic and analytical knowledge. The 15-credit hour certificate is fully transferrable into Master's degrees and requires no new resources
Staff*		$	
Additional Expenses**		$	
Total Annual Expense		$ -	

*Total salary and benefits at year 5; **Additional costs on an annualized basis estimated for Year 5

AAU Recognition Potential Impact: [ ]Very Negative [ ]Negative [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

Minimum Estimated Program Enrollment (Year 5)

	Enrollment	Credit Hours	Tuition Rate	Income
Resident Tuition*	4	15	$ 442.00	$ 26,520
Non-Resident Tuition**				$ -
Special/Other Tuition***				$ -
			Total Income	$ 26,520
			Net Income	$ 26,520

*calculated income based on an estimated tuition rate of $442 per CH; 15 CH per year per student.

MEMORANDUM

Date: January 14, 2026

To: David Jackson, Interim Executive Vice President and Provost

From: Joanne Li, Chancellor, University of Nebraska at Omaha

RE: Certificate Proposal—Applied Business Economics and Analysis Graduate Certificate

The University of Nebraska at Omaha committees have reviewed and endorsed the creation of a new graduate certificate.

The Department of Economics requests the creation of an Applied Business Economics and Analysis Certificate. The purpose of this certificate is to assist professionals in government, business, economics, finance, and other analytical fields to expand their economic and analytical knowledge. The proposed certificate is expected to attract students who are interested in advancing their education but might not necessarily be ready to commit to completing a master's degree. This certificate also aligns with employer needs for an adaptable workforce through continuous professional development.

Cc: Phil He, Senior Vice Chancellor for Academic Affairs, Office of Academic Affairs
Sarah Edwards, AVC for Academic Excellence and Program Innovation

University of Nebraska Proposal for New Certificate Program

I. Descriptive Information

Name of Campus Proposing Certificate
University of Nebraska at Omaha
Name of Proposed Certificate
Applied Business Economics and Analysis Graduate Certificate
Level of Certificate to be Awarded to Graduates
_____Undergraduate X Graduate
Other Programs (including Certificates, Majors, or Degrees) Offered in this field by this institution
Master of Science in Economics
CIP Code: 6 digit [Browse here: __ ____ __ __ __ ___ __ ____ __ __
45.0603
Subject Code
ECON
Administrative Unit(s) for the Proposed Certificate (eg. Department, School, College)
Department of Economics, College of Business Administration
Other Units Participating in the Certificate
None
Proposed Deliver y Site
UNO Campus
Students can Complete the Full Program [check all that apply]
_X_On-campus _Online (asynchronous) __ Synchronous Distance _X_Hybrid/Blended of On-campus, Online, and Synchronous Distance.
Certificate will be Offered to
_____ Degree seeking _____ Non-degree seeking ___X___ Both _____ Other (please explain)
Program leads to professional licensure or certification
_X_no _____yes If yes, complete Appendix: Professional Licensure and Certification.
The proposed certificate program is a subset of an existing degree program
X yes _____no If yes, % made up of existing courses: 100%
Proposed Date the New Certificate will be Initiated
Upon Approval
FOR GRADUATE CERTIFICATES ONLY:
Will this program be proposing tuition remission? (if yes, see tuition remission forms for additional actions)
_____yes X no
List of Faculty Members who will Serve on Certificate Advisory Committee
Catherine Y. Co, Jane Liu, Zijun Luo, Jose Manuel Mota Aquino, Dustin White

II. Details

A. Purpose of the Proposed Certificate:

The purpose of the Applied Business Economics and Analysis Graduate Certificate is to assist professionals in government, business, economics, finance, and other analytical fields to expand their economic and analytical knowledge. The proposed certificate is expected to attract students who are interested in advancing their education but might not necessarily be ready to commit to completing a master's degree. It could serve as a first step to joining the master's program in economics. The proposed certificate aligns with employer needs for an adaptable workforce through continuous professional development.

B. Description of the Proposed Certificate:

The proposed graduate certificate program requires 15 graduate credits. This fulfills the requirement set by the Board of Regents that graduate certificates are at least 12 credit hours beyond a bachelor's degree. The design of the program requires two principle-level economics (macro and micro) courses and business statistics (or their equivalents) as foundation courses which should mostly have been completed by professionals in business, economics, finance, and policy-related fields during their undergraduate training. Potential students missing these three foundation courses could be provisionally admitted but must complete these three foundation courses first before registering for graduate-level courses.

The required courses (12 credits) provide students with the necessary economic knowledge and data analysis skills currently in high demand by employers. The elective course (3 credits) allows students some degree of flexibility and an opportunity to sample a course in a specific sub-field of economics.

C. Student Learning Outcomes

SLO 1: Students will apply optimization techniques to solve for optimal consumption decisions.
SLO 2: Students will compute optimal prices and input combinations for a profit-maximizing firm.
SLO 3: Students will compute the profit-maximizing decisions of firms with market power.
SLO 4: Students will demonstrate their understanding of applied econometric analysis models with respect to model choice, functional form, estimation, and interpretation of results.
SLO 5: Students will demonstrate understanding of regression assumptions, including violations of said assumptions.
SLO 6: Students use principles of econometrics hypothesis testing to design and test an appropriate hypothesis test.
SLO 7: Students will demonstrate the ability to visualize data to communicate with others using reporting software.

Note that all these SLOs are measured as parts of existing assessment programs in the required courses in this certificate. Thus, assessment of this certificate will require nearly no additional effort.

D. Admissions

- Applicants who have earned, or will have earned, a bachelor's or master's degree at a regionally accredited college or university in the U.S., or the equivalent of such degrees in another country, will be considered for admission to the Applied Business Economics and Analysis Graduate Certificate program.
- All applicants must have earned a minimum Junior/Senior GPA of 2.85.
- Students must have completed Econ 2200: Principles of Microeconomics, Econ 2220: Principles of Macroeconomics, and BSAD 2130: Business Statistics (or their equivalents).

E. Certificate Program Curriculum

List specific required or elective courses in the certificate. List prerequisites for required courses only. Note any courses that have course/lab fee; indicate if approved or planned. If courses listed are under development or modification, please note accordingly. Add lines as necessary.			
Required Courses: Course Code and Title	Credit Hours 12	Prerequisites, if applicable	Course and Lab Fees
ECON 8200: Applied Microeconomics Theory	3	ECON 2200 and ECON 8306/ECON 4300 or permission.	
ECON 8306: Quantitative Applications in Economics and Business[1]	3	ECON 2200 and ECON 2220, or BSAD 8180 or permission.	
ECON 8316: Business Intelligence and Reporting	3	BSAD 2130 or permission.	
ECON 8300: Econometrics	3	Basic Statistics; ECON 8306/ECON 4300 or permission.	
Electives: Course Code and Title	Credit Hours 3		
Select ONE from the list below:			
ECON 8050: Economic Education	3		
ECON 8080: Money and Financial Institutions	3		
ECON 8210: Applied Managerial Economics	3		
ECON 8216: Industrial Organization	3		
ECON 8246: Labor Economics	3		
ECON 8256: Sports Economics	3		
ECON 8326: Natural Resource Economics	3		
ECON 8336: Environmental Economics and Business Strategy	3		

[1] This course is not required for students demonstrating satisfactory mathematical skills. If this course is not taken, students should take three additional hours of elective courses.

ECON 8576: Economic Conditions Analysis	3		
ECON 8616: International Trade	3		
ECON 8666: International Economic Development	3		
ECON 8856: Economics Of Urban and Regional Development	3		
Total	15		

Name of Existing Master's Program: **Master of Science in Economics**			
Required Courses: Course Code and Title	Masters Credit Hours 15	Certificate Credit Hours 12	Prerequisites, if applicable
ECON 8200: Applied Microeconomics Theory	3	3	ECON 2200 and ECON 8306/ECON 4300 or permission.
ECON 8306: Quantitative Applications in Economics and Business[1]	3	3	ECON 2200 and ECON 2220, or BSAD 8180 or permission.
ECON 8300: Econometrics	3	3	Basic Statistics, ECON 8306/ECON 4300 or permission.
ECON 8316: Business Intelligence and Reporting	3 (Elective)	3	Basic Statistics
Elective(s)	21	3	
Total	36	15	

F. Advising

The economics graduate advisor will also serve as the advisor to the certificate students.

G. Evaluation of Program

- As part of the College of Business Administration's AACSB accreditation requirements, as well as other academic assessment programs, the Master of Science in Economics program is assessed continuously. Since students in the certificate program take existing economics courses with existing assessments, no new assessment of the certificate program is required. We will, however, continuously review the performance of certificate students in comparison to other populations in these courses.
- The Economics Department will review outcomes of the certificate program and make changes as needed.

H. Plan for Implementation

These are existing courses that run regularly and have capacity. No further implementation plan for the courses is needed. However, we do plan to *market* the certificate once approved. Our website will be updated to include this certificate, we will advertise it to our advisory board, and we will work with CBA's marketing director to advertise it in other formats.

I. Other Information (as applicable)

We are simultaneously revising the existing Master of Science in Economics program in response to market demand. All information provided above pertain to the current structure of the master program since the revision is still in the various stages of approval. The certificate program will not be impacted by this revision.

III. Review Criteria

A. Centrality to the Campus Role and Mission

This certificate is aligned with three of the four UNO pillars: Educating All Learners; Workforce and Economic Development; and Community Engagement, Development, and Partnerships.

This certificate is being proposed for multiple interconnected reasons. First and foremost, we firmly believe that for certain students, committing to a full master's program may be an overwhelming task. It could be out of reach because of the time commitment or because of the financial cost. Regardless of the reason, this is an audience that we currently don't reach through our existing MS Economics program. Providing more education opportunities, even if it is not a full degree, is a core mission of an urban university.

Second, as an urban university, we are part of the wider community and play a role in the economic vibrancy of the city. Part of our role is workforce development. This certificate is targeted at skills needed in the workforce. It has been noted in many places the need for more analytics (or data science) and empirical abilities; the Economics Department plays an important role in the analytics programs on campus including the M.S. in Data Science and MBA program. However, true analysis can only be conducted with analytics abilities, such as statistics and programming, and domain knowledge. This certificate has all three (statistics, programing, and domain knowledge}, just not in the quantities found in the full degree programs. Moreover, this certificate has been reviewed by our advisory board who are experts in the needs of industry in Omaha.

Third, as an urban university it is a responsibility to engage with our city. Many of our courses, including two of the four required courses and many of the electives, participate in our department's "Experiential Learning Through Partnerships" initiative. In these courses, students work on **real** problems for clients such as local businesses, non-profits, and governmental organizations. The students get hands-on experience working on a real problem and the client receives a deliverable that in many cases could not be produced by their organization.

B. Relationship of the proposal to the University of Nebraska strategic priorities

As the campus pillars are aligned with the Strategic Plan Key Pillars, the key points in section A also apply here. The ways in which this certificate will advance the UNO Pillar "Educate All Learners" also applies to the Key Pillar "Extraordinary Teaching and Learning." Similarly, the ways in which this certificate will advance the UNO Pillars "Workforce and Economic Development" and "Community Engagement, Development, and Partnerships" also apply to the Key Pillar "Extraordinary Partnerships and Engagement."

Additionally, as this certificate has no additional cost, this is an example of "Extraordinary Stewardship and Effectiveness."

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

Like section B, this section contains similar information to section A. The Comprehensive Statewide Plan has sections highlighting the needs of students (akin to Educating All Learners), needs of the state (akin to Workforce and Economic Development), and partnerships and collaborations (akin to Community Engagement, Development, and Partnerships).

As noted above, the certificate targets an audience that otherwise might not obtain a graduate-level economic education. This will equip more Nebraskans with skills that are in demand. This includes economic skills and data science skills. As noted in section D, there is little competition for this new certificate in our geographic region and growing student interest.

Moreover, as shown in section D, there is significant demand from employers of these skills (D.1: Workforce Demand). This is true nationally and within the state of Nebraska. The available jobs requiring these skills and explosive wage growth indicate a high level of need for the employers.

Finally, our program, including the courses in this certificate, engage the community through the "Experiential Learning Through Partnerships." This is highlighted in the last paragraph of section 3.A. This has obvious benefits to the organizations and by extension Omaha. The concern might be how that benefits Nebraska. First, the Nebraska side of the Omaha Metropolitan Statistical Area is 43% of Nebraska population (2020 Census data); to help the Omaha community is to help Nebraska. Second, while there is a focus on partners in Omaha, we have had clients outside of the metro. Most of these are small businesses referred to us by the Nebraska Business Development Center (NBDC). This is a complementary relationship that helps the client using two different resources.

D. Evidence of Need and Demand

1. Need:
   John Kerins, the Senior Data Analyst at Division of Innovative & Learning Centric Initiatives, prepared an Executive Summary for this section, Section D2, and Section E. We are providing it here (in italics), but we have attached his full Word document as well.

   Executive Summary
   The proposed Graduate Certificate in Applied Business Economics and Analysis at the University of Nebraska Omaha (UNO) addresses a strong and expanding national and regional demand for professionals skilled in applied economics, data analysis, and quantitative business decision-making. Labor market data, student demand metrics, and institutional comparisons demonstrate a significant opportunity for UNO to serve as the first public university in Nebraska offering this specialized, analytics-focused credential.

   Workforce Demand
   Between October 2024 and September 2025, there were 372,346 unique job postings nationwide requiring economics, applied economics, quantitative analysis, or closely-related skills, with a median advertised salary of $122,800, up 19.8% since 2022 (Lightcast 2025.3}. High-demand roles include Data Scientists, Financial Analysts, Financial Managers, and Management Analysts, with growing emphasis on applied analytical competencies (Lightcast 2025.3}. Specialized skills such as Economics (+20.1% projected 2-yr demand growth}, Finance (+27.3%}, Data Analysis (+25.8%}, Business Intelligence (+21.0%}, and Statistics (+22.7%} are increasingly essential for business and policy analysis careers (Lightcast 2025.3). Technical tools like SQL, Python, Power Bl, and Tableau are among the most sought-after proficiencies (Lightcast 2025.3). In Nebraska, 2,474 unique postings (6,256 total) sought economics and analytics expertise, with a median salary

of $104,700 and 24.6% salary growth over three years (Lightcast 2025.3). The majority of positions were located in Lincoln and Omaha, led by employers such as Charles Schwab, Cardinal Health, Nelnet, OPPD, and Lincoln Financial Group (Lightcast 2025.3). Regionally, within 140 miles of UNO, there were 4,542 unique postings and a median salary of $108,300, with 32.6% wage growth since Oct. 2022 (Lightcast 2025.3}. High-demand titles include Data Analyst, Business Intelligence Analyst, Financial Analyst, and Medical Economics Analyst, confirming a strong and growing market for data-driven economics professionals (Lightcast 2025.3).

2. Demand:

Student Demand

Nationally, postbaccalaureate certificate programs in economics and quantitative analysis rank in the 97th percentile for student demand, with 4.7 million annual Google searches and steady growth in completions and enrollments (Gray DI 2025). In 2023, 56 completions were reported across 12 institutions, a 70% increase since 2019, underscoring rising student interest in applied economics training (Lightcast 2025.3). The majority of completions occurred at public four-year universities, including UNC-Greensboro, Fordham University, and Portland State University (Lightcast 2025.3).

Within a 140-mile radius of Omaha, there were no completions reported for similar programs in 2023, placing UNO in a 96th percentile demand market with a clear first-mover advantage (Gray DI 2025). In Nebraska, the field ranks in the 97th percentile for student demand, driven by increasing search activity and minimal competition, reinforcing the feasibility of introducing this program (Gray DI 2025).

E. Avoidance of Unnecessary Duplication

UNO would be the only public institution in Nebraska to offer a graduate-level certificate in applied economics or econometrics. No other Nebraska institutions, both public or private, currently provide a comparable credential, and no completions were reported regionally (Gray DI 2025, Lightcast 2025.3). Nationally, just 12 institutions awarded such certificates in 2023, reflecting a high demand but underdeveloped program area (Gray DI 2025, Lightcast 2025.3).

Peer institutions like Purdue University, Portland State University, and University of Wisconsin-Milwaukee have shown rapid growth in similar programs, demonstrating scalability and workforce relevance (Lightcast 2025.3). UNO's proposed certificate would fill a critical gap by offering an accessible, workforce-aligned credential that integrates economic modeling, quantitative analysis, and business intelligence, all skills directly tied to employer demand in finance, consulting, and public policy.

F. Adequacy of Resources:

1. Faculty/Staff

No new resources are needed as the courses in the certificate are a subset of courses offered in the existing economics master program.

2. Library/Information Resources

No new resources are needed as the courses in the certificate are a subset of courses offered in the existing economics master program.

3. Physical Facilities and Equipment

No new resources are needed as the courses in the certificate are a subset of courses offered in the existing economics master program.

4. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses

As there are no new resources or costs, the expenses are zero. All these courses are offered regularly as part of the Master of Science in Economics.

Table 2: Revenue Sources for Projected Expenses

TABLE 1: PROJECTED EXPENSES - NEW CERTIFICATE IN APPLIED BUSINESS ECONOMICS AND ANALYSIS												
CAMPUS AND NAME OF PROGRAM, CENTER OR UNIT: UNO, MASTER OF SCIENCE IN ECONOMICS												
	(FY 2026-27) Year1		(FY 2027-28) Year2		(FY 2028-29) Year 3		(FY 2029-30) Year4		(FY 2030-31) Year 5		**Total Cost**	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty												$0
Professional												$0
Graduate assistants												$0
Support staff												$0
Subtotal		$0		$0		$0		$0		$0		$0
Operating												
General Operating												$0
Equipment												$0
New or renovated space												$0
Library/Information Resources												$0
Other												$0
Subtotal		$0		$0		$0		$0		$0		$0
Total Expenses		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**

Note: The courses in the proposed certificate is a subset of the courses in the existing Master of Science in Economics program so no additional cost to run the certificate.

TABLE 2: REVENUE SOURCES - NEW CERTIFICATE IN APPLIED BUSINESS ECONOMICS						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNO, MASTER OF SCIENCE IN ECONOMICS						
	FY(2026-27) Year1	(FY2027-28) Year2	(FY2028-29) Year3	(FY2029-30) Year4	(FY2030-31) Year5	**Total**
Existing Funds						$0
Required New Public Funds						$0
1. State Funds						$0
2. Local Tax Funds (community colleges)						$0
Tuition and Fees [1]	$13,260	$26,520	$26,520	$26,520	$26,520	$119,340
Other Funding						$0
1						$0
2						$0
3						$0
Total Revenue [5]	$13,260	$26,520	$26,520	$26,520	$26,520	$119,340

Tuesday, October 21, 2025

To Whom It May Concern:

I'm supportive of the proposed graduate certificate "Applied Business Economics and Analysis." The certificate consists of existing, regularly offered, courses. Therefore, it requires no additional resources. Moreover, John Kerins, the Senior Data Analyst at the Division of Innovative & Learning Centric Initiatives, has found substantial evidence of job market and student demand. The certificate has received the appropriate approvals within the college.

Sincerely,

Steve Schulz

Steve Schulz, Ph.D.
Interim Dean
Lucas Diamond Professor
College of Business Administration
University of Nebraska at Omaha

University of Nebraska Omaha
College of Business Administration
300 Mammel Hall, 6708 Pine St. | Omaha, NE 68182 | 402.554.2303 | unocbainfo@unomaha.edu
unomaha.edu

BOARD OF REGENTS
AGENDA ITEM SUMMARY

rAcademic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to establish an expedited Graduate Certificate in Instructional Technology Leadership, in the College of Education, Health, and Human Sciences at the University of Nebraska at Omaha (UNO).

[X] **Review** [ ] **Review + Action** [ ] **Action** [ ] **Discussion**

[X] *This is a report required by Regents' Policy.*

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

The Instructional Technology Leadership (ITL) Certificate is designed to address the growing workforce and community need for highly qualified educators who can take on roles such as instructional facilitators, coaches, specialists in endorsement areas, or future educational administrators. The 2024-25 Nebraska Department of Education Teacher Vacancy Survey pointed to teacher shortages and structural capacity issues, particularly in rural and smaller districts. Effective instructional technology leaders help maximize limited human resources, support distributed leadership models, and ensure instructional continuity, especially in contexts where staffing shortages constrain traditional support structures. This online certificate helps fill workforce gaps and helps teachers advance on pay scales. Certificate courses will transfer into either the Masters of Elementary or Secondary Education, with ITL Concentration, and no additional expenses are incurred in offering this program. Therefore, it is eligible for Expedited Approval.

This expedited certificate was reported to the Executive Graduate Council on March 2, 2026.

BACKGROUND INFORMATION

Regents Policy 2.3.3 authorizes the President to approve certain graduate certificates that meet requirements laid out in RP 2.3.3.1 – 2.3.3.6. These requirements include the provisos that the offering does not result in additional expenses, that all coursework exists, and that the coursework is part of a previously approved graduate degree.

APPROVAL

The President approved this expedited Graduate Certificate on March 13, 2026.

SUMMARY-ESTABLISHING A NEW ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: UNO Graduate Certificate in Instructional Technology Leadership

Proposed Date of First Offering: Fall 2026

New/Additional Annual Program Costs	Program Management		Brief Explanation
	FTE	Expense	
Faculty*		$	The purpose of the Instructional Technology Leadership Graduate Certificate is to address the growing workforce and community need for highly qualified educators by prepareing educators, instructional leaders, and learning design professionals to lead and innovate in digital learning environments. No new resources are needed
Staff*		$	
Additional Expenses**		$	
Total Annual Expense		$ -	

*Total salary and benefits at year 5; **Additional costs on an annualized basis estimated for Year 5

AAU Recognition Potential Impact: [ ]Very Negative [ ]Negative [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

Minimum Estimated Program Enrollment (Year 5)

	Enrollment	Credit Hours	Tuition Rate	Income
Resident Tuition*				$ -
Non-Resident Tuition**				$ -
Special/Other Tuition***	19	15	$ 394.00	$ 112,290.00
			Total Income	$ 112,290
			Net Income	$ 112,290

*calculated income based on an estimated tuition rate of $442 per CH; 15 CH per year per student.

MEMORANDUM

Date: January 14, 2026

To: David Jackson, Interim Executive Vice President and Provost

From: Joanne Li, Chancellor, University of Nebraska at Omaha

RE: Certificate Proposal—Instructional Technology Leadership Certificate

The University of Nebraska at Omaha committees have reviewed and endorsed the creation of a new graduate certificate.

The College of Education, Health, and Human Sciences requests the creation of an Instructional Technology Leadership Certificate. This certificate program is designed to address the growing workforce and community need for highly qualified educators who can take on roles such as instructional facilitators, coaches, specialists in endorsement areas, or future educational administrators. With persistent teacher and leadership shortages, districts are seeking educators who are prepared to step into these positions. This certificate specifically targets working professionals, offering the flexibility needed to balance career, family, and professional growth.

Cc: Phil He, Senior Vice Chancellor for Academic Affairs, Office of Academic Affairs
Sarah Edwards, AVC for Academic Excellence and Program Innovation

University of Nebraska
Proposal for New Certificate Program

I. Descriptive Information

Name of Campus Proposing Certificate
University of Nebraska at Omaha
Name of Proposed Certificate
Instructional Technology Leadership Certificate
Level of Certificate to be Awarded to Graduates
_____Undergraduate ___x__Graduate
Other Programs (including Certificates, Majors, or Degrees) Offered in this field by this institution
This is currently part of our elementary and secondary master's degree programs.
CIP Code: 6 digit *[Browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]*
13.0501
Subject Code
TED
Administrative Unit(s) for the Proposed Certificate (eg. Department, School, College)
College of Education Health and Human Sciences
Other Units Participating in the Certificate
None
Proposed Delivery Site
University of Nebraska at Omaha
Students can Complete the Full Program *[check all that apply]*
__On-campus _x_Online (asynchronous) _x_ Synchronous Distance _x_Hybrid/Blended of Selected
Certificate will be Offered to
_____ Degree seeking _____ Non-degree seeking ___x___ Both _____ Other (please explain)
Program leads to professional licensure or certification
___x___ no _____ yes If yes, complete Appendix: Professional Licensure and Certification.
The proposed certificate program is a subset of an existing degree program
____x__ yes _____ no If yes, % made up of existing courses: ___100___%
Proposed Date the New Certificate will be Initiated
Upon Approval
FOR GRADUATE CERTIFICATES ONLY:
Will this program be proposing tuition remission? (if yes, see tuition remission forms for additional actions)
_____ yes ___x___ no
List of Faculty Members who will Serve on Certificate Advisory Committee
Kelly Gomez Johnson Chris Wilcoxen Julie Bell Amanda Steiner Courtney Pentland Paula Jakopovic

II. Details

A. Purpose of the Proposed Certificate:

This certificate program is designed to address the growing workforce and community need for highly qualified educators who can take on roles such as instructional facilitators, coaches, specialists in endorsement areas, or future educational administrators. With persistent teacher and leadership shortages, districts are seeking educators who are prepared to step into these positions. Additionally, with the influx of artificial intelligence, there are increasing requests for coursework addressing these new tools. This certificate specifically targets working professionals, offering the flexibility needed to balance career, family, and professional growth. Because 48% of adult learners prioritize salary improvement, this certificate would support varied learner needs as well as increasing changes to the field.

B. Description of the Proposed Certificate:

The Graduate Certificate in Instructional Technology Leadership prepares educators, instructional leaders, and learning design professionals to lead and innovate in digital learning environments. Designed for current PK–12 teachers, school and district leaders, the certificate emphasizes the strategic and effective use of technology to enhance teaching and learning.

Through applied, project-based coursework, candidates demonstrate mastery in technology integration, instructional design, artificial intelligence use for efficiency, and instructional leadership. Real-world projects require participants to design, implement, and evaluate digital learning solutions that address authentic instructional and organizational needs, with a strong focus on practical application and evidence-informed decision making.

Candidates engage in strategic planning, systems thinking, and collaborative approaches to instructional improvement within PK–12 contexts. Upon completion, graduates are equipped with the skills, knowledge, and dispositions to lead digital learning initiatives, support instructional innovation, and guide PK-12 educators and organizations through the evolving landscape of instructional technology. The certificate aligns with institutional goals related to leadership development, instructional excellence, and the advancement of effective, technology-enhanced learning environments.

C. Student Learning Outcomes

Students who complete this certificate successfully will be able to...

1) Apply current research-based learning theory to guide the ethical design of technology-enhanced instruction.
2) Integrate principles of digital ethics to improve professional practice. (e.g. copyright, fair use, privacy)
3) Evaluate the ethical use of instructional technologies to meet the evolving needs of learners.
4) Use emerging technologies to design engaging, student-centered learning environments.
5) Create innovative learning experiences that utilize digital tools and media to encourage creativity, problem-solving, and critical thinking through digital tools and media.
6) Implement interdisciplinary curricula across content areas.
7) Design differentiated digital learning experiences to address the varied needs, abilities, and interests of all learners.
8) Create digital learning experiences that reflect and honor learners' varied needs.
9) Apply assistive technology structures for learners with disabilities and learning differences.
10) Analyze different types of generative AI to evaluate their capabilities, limitations, and potential uses in

PK–12 education.

11) Evaluate the usefulness and limitations of different AI tools for improving teacher productivity and instructional workflow.
12) Design learning experiences that build learners' understanding and critical analysis of AI tools (addressing bias, data privacy, and responsible use).
13) Analyze state-level digital learning policies and initiatives that support effective technology integration.
14) Evaluate the sustainability and scalability of technology initiatives in instructional contexts.
15) Advocate for ethical technology policies and practices within the educational community.

D. Admissions

The Application for Graduate Admission must be completed online. The online application will specify all of the required documentation for the specific program prior to the program application deadline. Admissions will follow the same TED graduate admissions policy as the elementary and secondary graduate programs (e.g. December 10, May 1, August 1)

A non-refundable application fee is required for all applications. This includes undergraduates within the University of Nebraska system, and students who have been previously admitted as graduate students at the University of Nebraska-Lincoln, the University of Nebraska at Kearney, or the University of Nebraska Medical Center.

Applicants who have earned, or will have earned, a bachelor's or master's degree at a regionally accredited college or university in the United States, or the equivalent of such degrees in another country, will be considered for admission. Prospective students may apply for admission during or after the final year of undergraduate study but must submit the official baccalaureate degree transcript/course-by-course transcript evaluation to the Office of Graduate Studies before the end of the first year of enrollment.

Quality of previous undergraduate and graduate work. The Graduate College requires a minimum "B" average (3.0 on a 4.0 scale) in a program of study resulting in the award of a baccalaureate degree from a regionally accredited college or university. Applicants who have earned a minimum cumulative GPA of 2.7 on a 4.0 scale can be considered for provisional admission. If an applicant has studied at the graduate level and performed satisfactorily, less weight may, but not necessarily, be placed on the quality of the undergraduate academic record. Some programs require a higher minimum grade point average for admission.

Other Requirements

- English Language Proficiency: Applicants are required to have a command of oral and written English. Those who do not hold a baccalaureate or other advanced degree from the United States, OR a baccalaureate or other advanced degree from a predetermined country on the waiver list, must meet the minimum language proficiency score requirement to be considered for admission.
    - Internet-based TOEFL: 80, IELTS: 6.5, PTE: 53, Duolingo: 110
- Applicants working toward the certificate must have a valid teaching certificate. Exceptions to this will be considered on an individual basis. If needed, please contact Chris Wilcoxen, the graduate program chair.

E. Certificate Program Curriculum

Required courses:	Credit Hours	Prerequisites, if applicable	Course and Lab Fees
TED 8540 Digital Citizenship & Ethics	3	None	None

TED 8590 Digital Pedagogy	3	None	None
TED 8560 Technology for Accessible Digital Learning	3	None	None
Choice of 6 hours from the list below:	**Credit Hours**	**Prerequisites, if applicable**	**Course and Lab Fees**
TED 8370 Data Visualization and Modeling for Educators	3	None	None
TED 8530 Instructional Design Strategies for STEAM Educators	3	None	None
TED 8540 Critical Perspectives and Responsible Use of Artificial Intelligence in PK-12 Instructional Practice	3	None	None
TED 8550 Technology for Creative and Critical Thinking	3	None	None
Total	**15**		

Existing Master's Programs:

- Masters of Elementary with ITL Concentration
- Masters of Secondary Education with ITL Concentration

Required courses:	**ELED MS**	**SED MS**
TED 8540 Digital Citizenship & Ethics	X	X
TED 8590 Digital Pedagogy	X	X
TED 8560 Technology for Accessible Digital Learning	X	X
Choice of 6 hours from the list below:	**ELED MS**	**SED MS**
TED 8370 Data Visualization and Modeling for Educators	X	X
TED 8530 Instructional Design Strategies for STEAM Educators	X	X
TED 8540 Critical Perspectives and Responsible Use of Artificial Intelligence in Pk-12 Instructional Practice	X	X
TED 8550 Technology for Creative and Critical Thinking	X	X
Total Certificate Hours	**15 hours**	**15 hours**
	Additional 21 credits required for degree	Additional 21 credits required for degree
Total Degree Hours	**36 hours**	**36 hours**

F. Advising

Students will be assigned to the designated elementary or secondary graduate program advisor upon admission.

G. Evaluation of Program

The program will be evaluated with the following metrics:

- The percentage of students who successfully complete each course will be tracked.
- The percentage of students who successfully complete the certificate will be monitored.
- The percentage of students who successfully complete the certificate and either continue to a master's degree or obtain additional certificates will be recorded.
- End-of-course evaluations and feedback surveys will be administered and reviewed.
- Program data will be reviewed annually as part of a continuous improvement plan.

H. **Plan for Implementation**
Since the courses are already developed and within our current programming sequence, implementation will be upon approval.

I. Other Information (as applicable)

III. Review Criteria

A. Centrality to the Campus Role and Mission

The Instructional Technology Leadership certificate fulfills the University of Nebraska at Omaha's metropolitan mission by responding to regional and statewide needs for educators and leaders who can design, implement, and sustain technology-enhanced learning environments. As PK–12 schools increasingly rely on digital tools, online learning systems, and artificial intelligence, districts require instructional leaders who can guide technology integration with a strong foundation in learning theory and digital ethics. The program certificate also advances UNO's commitment to educational excellence by emphasizing accessible and differentiated digital learning design.

Aligned with UNO's strategic priority in workforce and economic development, the certificate equips current and aspiring educators with immediately applicable competencies in instructional technology leadership. Students apply research-based learning theory to the ethical design of technology-enhanced instruction and evaluate emerging technologies. Through flexible, stackable credential pathways, the program supports adult learners and working professionals seeking career-aligned advancement and continuous professional learning. Collectively, these elements reinforce UNO's role as a responsive, community-engaged metropolitan university.

B. Relationship of the proposal to the University of Nebraska strategic priorities

The Instructional Technology Leadership Certificate focuses on ***Extraordinary Teaching and Learning*** by preparing educators and instructional leaders to design and implement technology-enhanced learning experiences. Candidates apply current research-based learning theory to guide the ethical design of technology-enhanced instruction. This certificate directly supports ***Extraordinary Stewardship and Engagement*** by strengthening instructional capacity and preparing educators to meet the evolving demands of technology-rich educational systems. Additionally, it equips educators with competencies that are immediately applicable in PK–12 settings and that address current and future workforce needs in educational leadership and digital pedagogy. Graduates are prepared to lead technology integration initiatives, support instructional innovation, and strengthen district capacity to use technology ethically and effectively. The certificate also supports ***Extraordinary Partnerships and Engagement*** by preparing graduates to implement interdisciplinary digital curricula across content areas and to apply assistive technology structures for learning differences, thereby expanding access to high-quality instruction.

C. Consistency with the Comprehensive Statewide Plan for Post-Secondary Education
https://ccpe.nebraska.gov/sites/default/files/CompPlan.pdf

This certificate reinforces the priorities outlined in Nebraska's Comprehensive Statewide Plan for Postsecondary Education. It responds proactively to employer and community needs for skilled professionals in education and instructional technology **(Chapter 1).** The certificate advances access and student success by emphasizing ethical and technology-enhanced learning design with a focus on meeting student needs **(Chapter 2).** It also supports workforce development by preparing instructional leaders to implement and sustain effective technology integration in PK–12 settings **(Chapter 3).**

D. **Evidence of Need and Demand**

1. Need

In 2024–2025, the Nebraska Department of Education (NDE) conducted the Teacher Vacancy Survey and reported 669.35 positions as unfilled with fully qualified personnel, with an additional 200.65 positions left vacant for the 2024–25 academic year. Of the unfilled positions, 167.95 (25.09%) occurred in districts serving fewer than 500 students. These data point not only to a staffing shortage, but also to structural capacity issues, particularly in rural and smaller districts, where educators are frequently asked to assume leadership responsibilities without formal preparation or sustained support.

Instructional technology leadership directly addresses this gap by equipping educators to leverage digital platforms (e.g., collaborative environments) to coordinate instruction, analyze data, mentor colleagues, and streamline communication across schools and districts. Effective instructional technology leaders help maximize limited human resources, support distributed leadership models, and ensure instructional continuity, especially in contexts where staffing shortages constrain traditional support structures.

2. Demand

This shortage presents a dual challenge: schools must both attract qualified educators and retain those currently in the profession. Research consistently identifies high-quality professional development, supportive leadership, and educator self-efficacy as critical factors influencing retention (Flores & Shuls, 2024; Spaulding, 2023). Strong instructional technology leadership plays a central role in these areas by fostering collaborative professional learning communities, improving access to instructional resources, and enabling data-informed instructional decision-making. Moreover, recent research links higher self-efficacy with increased job satisfaction and reduced burnout (Flores & Shuls, 2024; Hattie, 2018).

With the expanded availability of AI-enabled tools and digital collaboration platforms, instructional technology leaders are uniquely positioned to improve efficiency, reduce administrative burden, and enhance instructional support systems. Graduate-level preparation in instructional technology leadership also allows educators to advance on district salary schedules while remaining in classroom-embedded or hybrid leadership roles.

Projected enrollment for the instructional technology certificate is based on historical enrollment trends in comparable graduate-level certificate and endorsement programs at UNO, as well as anticipated demand from educators seeking instructional technology related professional credentials. Initial enrollment is expected to be modest, reflecting the program's launch phase, with steady growth as awareness increases through district partnerships, advising, and targeted outreach.

Academic Year	Projected New Enrollments
Year 1	5–10 students
Year 2	10–13 students
Year 3	13–16 students
Year 4	16–19 students
Year 5	19–24 students

The instructional technology certificate will be viable with a minimum annual enrollment of 5-10 students. Program sustainability is supported using existing faculty expertise, online course delivery, and shared coursework with related graduate programs. Given these courses are within our current program, they run consistently. As enrollment grows, the program will continue to scale without requiring additional infrastructure or significant new resource investment.

E. Avoidance of Unnecessary Duplication

This is a subset of an existing program. This approach creates additional pathways for students seeking stackable credentials, supports varied pacing needs, and positions the certificate as a responsive, future-oriented option aligned with workforce demands. By leveraging existing coursework and faculty expertise as a subset of an established program, it provides a flexible, accessible pathway for practicing educators and

instructional leaders who seek targeted, immediately applicable competencies without committing to a full degree or licensure-based endorsement.

While UNK, UNL, and Concordia offer the instructional technology endorsement, none provide a standalone certificate. This positions UNO to differentiate itself by offering a credential that recognizes advanced professional learning without additional regulatory requirements.

Adequacy of Resources:

1. Faculty/Staff

This certificate leverages existing coursework in our current program and does not require new faculty.

2. Library/Information Resources

This certificate leverages existing coursework in our current program and does not require new resources.

3. Physical Facilities and Equipment

This certificate leverages existing coursework in our current program and does not require new facilities or equipment.

4. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses

No new expenses are needed for this certificate. Projected expenses are $0.

Table 2: Revenue Sources for Projected Expenses

No new expenses are needed for this certificate. Projected expenses are $0.

TABLE 1: PROJECTED EXPENSES - GRADUATE CERTIFICATE in ITL												
CAMPUS AND NAME OF PROGRAM, CENTER OR UNIT: UNO, ITL												
	(FY 2026-27) Year 1		(FY 2027-28) Year 2		(FY 2028-29) Year 3		(FY 2029-30) Year 4		(FY 2030-31) Year 5		**Total Cost**	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty												$0
Professional												$0
Graduate assistants												$0
Support staff												$0
Subtotal		$0		$0		$0		$0		$0		$0
Operating												
General Operating												$0
Equipment												$0
New or renovated space												$0
Library/Information Resources												$0
Other												$0
Subtotal		$0		$0		$0		$0		$0		$0
Total Expenses		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**

Note: The courses in the proposed certificate is a subset of the courses in the existing Master program so no additional cost to offer the certificate.

TABLE 2: REVENUE SOURCES - GRADUATE CERTIFICATE in ITL						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNO, ITL						
	FY(2026-27) Year 1	(FY2027-28) Year 2	(FY2028-29) Year 3	(FY2029-30) Year 4	(FY2030-31) Year 5	**Total**
Existing Funds						$0
Required New Public Funds						$0
1. State Funds						$0
2. Local Tax Funds (community colleges)						$0
Tuition and Fees [1]	$29,550	$59,100	$76,830	$94,560	$112,290	$372,330
Other Funding						$0
1						$0
2						$0
3						$0
Total Revenue [5]	$29,550	$59,100	$76,830	$94,560	$112,290	$372,330

To Whom It May Concern,

I am writing in strong support of the proposed *Instructional Technology Leadership Graduate Certificate* at the University of Nebraska at Omaha. This program is timely, relevant, and aligned with both the university's mission and the needs of today's educational workforce.

With persistent teacher and leadership shortages across Nebraska and beyond, there is a growing demand for educators who are not only skilled in pedagogy but also prepared to lead in digital learning environments. The proposed certificate thoughtfully addresses this need by preparing professionals to integrate instructional technology, artificial intelligence, and inclusive digital learning practices in ways that are ethical, equitable, and sustainable.

Superintendents continue to inquire about potential AI resources that can be responsibly leveraged to support teaching, learning, and school leadership. This certificate directly responds to those requests by equipping educators with the knowledge and skills to critically analyze, apply, and coach others in the effective use of digital tools in education.

This program builds upon UNO's tradition of excellence in educator preparation and will contribute to both local and national conversations on the responsible and effective use of instructional technology and AI in education.

For these reasons, I fully endorse the development of this graduate certificate and believe it will be a valuable addition to the University of Nebraska's academic offerings.

Thank you for your support!

Neal Grandgenett, Ph.D.
Lois G. Roskens Dean, College of Education, Health, and Human Sciences

University of Nebraska Omaha
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BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to establish an expedited Graduate Certificate in Health Science Education to be administered by the School of Health and Kinesiology in the College of Education, Health, and Human Sciences at the University of Nebraska at Omaha (UNO).

X	**Review**		**Review + Action**		**Action**		**Discussion**

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

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

The Health Science Education Graduate Certificate addresses a critical gap in preparing educators to teach and inspire the next generation of health science professionals. The demand for qualified educators in health sciences has grown due to the increasing importance of health education pathways in Nebraska's schools. Graduates of this program will be well-equipped to teach courses in anatomy, public health, kinesiology, and community health, as well as integrate medical terminology and other foundational knowledge into their teaching. This certificate is designed to align with state and national education standards, ensuring that educators are not only subject matter experts but also skilled in teaching methodologies specific to health sciences. This online Graduate certificate is fully transferable into the Master's of Science in Health and Kinesiology at UNO and the recently approved Master of Arts in Health Education at UNK. No additional expenses are incurred in offering this program. Therefore, the Certificate is eligible for Expedited Approval.

This expedited certificate was reported to the Executive Graduate Council on March 2, 2026.

BACKGROUND INFORMATION

Regents Policy 2.3.3 authorizes the President to approve certain graduate certificates that meet requirements laid out in RP 2.3.3.1 – 2.3.3.6. These requirements include the provisos that the offering does not result in additional expenses, that all coursework exists, and that the coursework is part of a previously approved graduate degree.

APPROVAL

The President approved this expedited Graduate Certificate on March 13, 2026.

SUMMARY-ESTABLISHING A NEW ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: UNO Graduate Certificate in Health Science Education

Proposed Date of First Offering: Fall 2026

New/Additional Annual Program Costs	Program Management		Brief Explanation
	FTE	Expense	
Faculty*		$	This 18 credit-hour online certificate aims to prepare teachers as educators in health science pathways. It is aligned with state standards, and is fully transferable into Master's programs at UNO and UNK. No new resources are needed.
Staff*		$	
Additional Expenses**		$	
Total Annual Expense		$ -	

*Total salary and benefits at year 5; **Additional costs on an annualized basis estimated for Year 5

AAU Recognition Potential Impact: [ ]Very Negative [ ]Negative [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

Minimum Estimated Program Enrollment (Year 5)

	Enrollment	Credit Hours	Tuition Rate	Income
Resident Tuition*	20	18	$ 394.00	$ 141,840
Non-Resident Tuition**				$ -
Special/Other Tuition***				$ -
			Total Income	$ 141,840
			Net Income	$ 141,840

*calculated income based on an estimated tuition rate of $394 per CH; 18 CH per year per student.

MEMORANDUM

Date: November 13, 2025

To: David Jackson, Interim Executive Vice President and Provost

From: Joanne Li, Chancellor, University of Nebraska at Omaha

RE: Certificate Proposal—Health Science Education

The University of Nebraska at Omaha committees have reviewed and endorsed the creation of a new graduate certificate.

The School of Health and Kinesiology requests the addition of a Graduate Certificate in Health Science Education. The Health Science Education Graduate Certificate addresses a critical gap in preparing educators to teach and inspire the next generation of health science professionals. The demand for qualified educators in health sciences has grown due to the increasing importance of health education pathways in schools in Nebraska. Omaha Public Schools offers Health-Related Pathways at several of their schools, but there is a shortage of qualified health science educators trained to administer these pathways. In addition, health science careers are among the fastest-growing fields.

cc: Phil He, Senior Vice Chancellor for Academic Affairs, Office of Academic Affairs
Sarah Edwards, AVC for Academic Excellence and Program Innovation

University of Nebraska Omaha
Office of the Chancellor
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unomaha.edu

University of Nebraska Omaha
Proposal for New Certificate Program

I. Descriptive Information

Name of Campus Proposing Certificate
University of Nebraska at Omaha
Name of Proposed Certificate
Health Science Education
Level of Certificate to be Awarded to Graduates
_____Undergraduate __X___Graduate
Other Programs (including Certificates, Majors, or Degrees) Offered in this field by this institution
Master's of Science in Health and Kinesiology Concentrations
CIP Code: 6 digit *[Browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]*
13.1327
Subject Code
Administrative Unit(s) for the Proposed Certificate
School of Health and Kinesiology
Other Units Participating in the Certificate
Proposed Delivery Site
University of Nebraska at Omaha
Students can Complete the Full Program *[check all that apply]*
__On-campus _X_Online (asynchronous) __ Synchronous Distance __Hybrid/Blended of Selected
Certificate will be Offered to
_____ Degree seeking _____ Non-degree seeking ___X___ Both _____ Other (please explain)
Program leads to professional licensure or certification [*Learn more here:*
_____ no ___X___ yes If yes, complete Appendix D: Professional Licensure and Certification. Nebraska Department of Education Health Science Education Endorsement
The proposed certificate program is a subset of an existing degree program
__X____ yes _____ no If yes, % made up of existing courses: _100_____%
Proposed Date the New Certificate will be Initiated
[term/year] Fall/2026
FOR GRADUATE CERTIFICATES ONLY:
Will this program be proposing tuition remission? (if yes, see tuition remission forms for additional actions)
_____ yes __X____ no
List of Faculty Members who will Serve on Certificate Advisory Committee
Rosen

Wilkins
Noble

II. Details

A. Purpose of the Proposed Certificate:

The Health Science Education Graduate certificate addresses a critical gap in preparing educators to teach and inspire the next generation of health science professionals. The demand for qualified educators in health sciences has grown due to the increasing importance of health education pathways in schools in Nebraska. For example, Omaha Public Schools, offers Health-Related Pathways at Benson, Buena Vista, North, Northwest, and Westview. However, in communication with representatives from OPS, there is a dearth of qualified health science educators trained to effectively administer these pathways. In addition, health science careers are among the fastest-growing fields, emphasizing the need for foundational education at the secondary level to spark student interest and readiness. By creating this endorsement, we aim to equip educators with the knowledge and skills to effectively teach health science courses aligned with workforce demands and student career aspirations.

The primary objective of the Health Science Education Certificate is to prepare educators with a robust understanding of key health science topics and pedagogical strategies. The certificate combines foundational health science coursework with education-specific training, ensuring that educators can deliver content effectively and inspire students to pursue careers in health and wellness. Graduates of this program will be well-equipped to teach courses in anatomy, public health, kinesiology, and community health, as well as integrate medical terminology and other foundational knowledge into their teaching.

This certificate is designed to align with state and national education standards, ensuring that educators are not only subject matter experts but also skilled in teaching methodologies specific to health sciences. The proposed curriculum leverages existing coursework to maximize resource efficiency while offering a comprehensive education that meets the needs of diverse learners. By implementing this program, we can:

1. Increase the number of qualified health science educators in schools.
2. Enhance student exposure to health sciences at an early stage.
3. Address workforce shortages in health science professions by fostering a pipeline of interested and well-prepared students.

B. Description of the Proposed Certificate:

The curriculum will prepare educators to deliver content in anatomy, public health, kinesiology, and related health science areas, using evidence-based pedagogical approaches. It supports the state's endorsement needs and workforce alignment.

C. Student Learning Outcomes

<u>Graduates of the Health Science Education Graduate Certificate will be able to:</u>

1. Demonstrate comprehensive knowledge in core health science areas, including anatomy, community health, kinesiology, and research methods.
2. Apply pedagogical best practices and evidence-based teaching strategies to health science curricula in secondary education settings.
3. Integrate health science content with effective instructional methods that support diverse learners.
4. Design, implement, and assess lesson plans aligned with state and national health science education standards.
5. Facilitate student engagement in health science career pathways through experiential and work-based learning strategies.

D. Admissions

General Application Requirements and Admission Criteria

Program-Specific Requirements
Application Deadlines (Spring 2025, Summer 2025, and Fall 2025)
Applications for this program are accepted on a rolling basis. All materials must be submitted at least one week prior to the first day of the semester in which the student has elected to begin coursework.

Other Requirements

- ***English Language Proficiency:*** *Applicants are required to have a command of oral and written English. Those who do not hold a baccalaureate or other advanced degree from the U.S.,* ***OR*** *a baccalaureate or other advanced degree from a predetermined country on the waiver list, must meet the minimum language proficiency score requirement in order to be considered for admission.*
    - *Internet-based TOEFL: 80, IELTS: 6.5, PTE: 53, Duolingo: 110*

E. Certificate Program Curriculum

[Along with the table below, explain other requirements (fieldwork, capstone experience, etc.). For Graduate Certificates, an expedited review may be possible if the certificate coursework is a subset of allowable coursework for an existing program. If applicable, complete the expedited table.]

Name of Existing Master's Program: Master's of Science in Health and Kinesiology *[For an expedited review of a Graduate Certificate, it must be a subset of an existing program. Complete this table for an expedited review of a Graduate Certificate only, otherwise delete.]*			
Required Courses: Course Code and Title	Masters Credit Hours	Certificate Credit Hours	Prerequisites, if applicable
HEKI 8030 Research in Health and Kinesiology (Thesis/Non Thesis Option)	3	3	
KINS 8700 Psychology of Physical Activity (Thesis/Non Thesis Option)	3	3	
PHHB 8360 Community Health (Thesis/Non Thesis Option)	3	3	
HEKI 8990 Thesis (Thesis Option)	3		
Select area of concentration (21 Thesis Option – 27 Non Thesis Option)	21-27		
HEKI 8050 Anatomy for Health Science Educators		3	
HEKI 8446 Health Science Education		3	
HEKI 8910 Internship in Health and Kinesiology		3	
Total	36	18	

F. Advising

Advisors are assigned by the Graduate Program Chair at the time of admission. For this certificate, Dr. Rosen will be the primary advisor for students.

G. Evaluation of Program

This program will align with the Nebraska Department of Education Standards for the Health Science Education Endorsement. Which the matrix states that endorsements must contain the following coursework:

A minimum of nine (9) semester hours which must include:

*A minimum of three (3) semester hours in human anatomy and/or human physiology (*HEKI 8050*); and*

A minimum of six (6) semester hours in one or more additional Health Science areas: medical terminology, exercise physiology, kinesiology, and public/community health (HEKI 8030, KINS 8700, PHHB 8360); and

A minimum of three (3) semester hours of professional education coursework to include pedagogical content knowledge and principles of career and technical education (HEKI 8446); and

A minimum of three (3) semester hours in coursework in coordination and supervision of work-based learning (HEKI 8910);

H. Plan for Implementation

No new subject codes are required. All certificate courses are existing graduate courses within the School of Health and Kinesiology.

- ***Impact on Other Programs or Units**: Minimal. The program is designed using existing coursework and faculty. Elective pathways could involve additional programs like Teacher Education, pending future collaboration and letters of support.*
- ***Formal Partnerships**: Discussions have been held with Omaha Public Schools (OPS) to align this certificate with their Health Science Pathways. These partnerships will provide access to work-based learning opportunities (e.g., internships, classroom fieldwork). We will engage with other school districts for additional partnerships and training opportunities.*

I. Other Information (as applicable)

III. Review Criteria

A. Centrality to the Campus Role and Mission

This certificate aligns with UNO's mission to provide relevant, accessible, and high-quality graduate education that addresses workforce needs. UNO's strategic plan emphasizes community engagement and workforce development. The Health Science Education Certificate directly supports both, preparing educators to guide students into one of the fastest-growing career sectors—healthcare—while enhancing P-12 and postsecondary alignment.

This program will expand UNO's role in strengthening the educator pipeline in Nebraska by targeting underfilled endorsement areas and leveraging university-community partnerships, especially in urban and underserved schools.

B. Relationship of the proposal to the University of Nebraska strategic priorities
https://nebraska.edu/strategic-plan

The certificate supports the following strategic priorities outlined by the University of Nebraska:

- ***Workforce Development****: Addresses shortages in qualified health science educators and supports K-12 alignment with healthcare careers.*
- ***Accessibility and Affordability****: Offers a fully online, stackable graduate credential, lowering barriers for working professionals.*
- ***Strengthening Nebraska Through Education****: Enhances local capacity to prepare future healthcare professionals and builds stronger linkages between education and industry sectors.*

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

This proposal supports the Comprehensive Statewide Plan's goals by:

- *Increasing postsecondary educational attainment among Nebraska educators.*
- *Expanding educator credentials in high-need areas, particularly career and technical education.*
- *Supporting P-20 alignment and career readiness through high-quality health science instruction.*
- *Addressing identified labor shortages in healthcare-related fields through education-based interventions.*

D. Evidence of Need and Demand

1. Need:

   There is a clear and growing demand for qualified educators who can teach health sciences at the secondary level, both in Nebraska and across the United States. Nationally, health care support occupations are among the fastest-growing job sectors, with the U.S. Bureau of Labor Statistics projecting a 13% increase in employment between 2021 and 2031, outpacing the average for all occupations. This trend reflects the urgent need to build a pipeline of future healthcare professionals, starting with high-quality education in K–12 settings.

   In Nebraska, workforce projections from the Nebraska Department of Labor (2025) indicate sustained demand for professionals in public health, allied health, and healthcare support roles. The state's top jobs report which identifies occupations that are high wage, high skill, and high demand—includes numerous health science careers that depend on a strong foundational knowledge in secondary education settings (e.g., nurses, medical technologists, physical therapy assistants).

   Omaha Public Schools (OPS), the largest school district in the state, currently offers Health-Related Career Pathways at five high schools (Benson, Buena Vista, North, Northwest, and Westview). However, in communication with OPS administrators, there is a recognized shortage of teachers with the appropriate content knowledge and endorsement to deliver this curriculum. These gaps limit the district's ability to meet student interest and fulfill the promise of career readiness pathways.

   The Nebraska Department of Education has acknowledged this shortage through the development of a dedicated Health Science Education Endorsement. Yet, there are currently limited options in the state for educators to obtain this credential in a streamlined and accessible manner. By creating this graduate certificate, UNO will help fill a documented workforce and educational preparation gap that is crucial to Nebraska's economic development in healthcare and education.

   This program will not only enhance the ability of local school districts to offer and sustain health science career pathways but will also contribute to long-term improvements in public health literacy, access to healthcare careers for underrepresented groups, and alignment with state workforce development initiatives.

References

U.S. Bureau of Labor Statistics. (n.d.). *Healthcare occupations*. Occupational Outlook Handbook. https://www.bls.gov/ooh/healthcare/

Nebraska Department of Labor. (2025, March). *Nebraska workforce trends: March 2025*. https://dol.nebraska.gov/webdocs/Resources/Trends/March%202025/Trends%20March%202025.pdf

2. Demand:

Early outreach and conversations with regional educators and school district leaders suggest strong interest in the proposed certificate. During preliminary discussions with OPS, Millard, and other area districts, several administrators expressed a need for a flexible, graduate-level program that allows current teachers to add the Health Science Education Endorsement without pursuing a full degree. Furthermore, among current graduate students in UNO's School of Health and Kinesiology, there has been consistent interest in integrating teaching credentials with health content expertise.

Year	*Projected Enrollment*
1	*6–8 students*
2	*10–12 students*
3	*10–12 students*
4	*10–12 students*
5	*10–12 students*

E. Avoidance of Unnecessary Duplication

[For expedited graduate certificates, simply indicate it is a subset of existing program.

It is a subset of an existing program and will fully transfer into Master's programs at both UNO and UNK.

F. Adequacy of Resources:

1. Faculty/Staff

No new faculty/staff will need to be hired.

2. Library/Information Resources

The Criss Library at UNO provides extensive resources to support students and faculty in the proposed program. The library offers a wide range of electronic databases, peer-reviewed journals, and research tools that are essential for coursework, evidence-based practice, and professional preparation in Allied Health Sciences, Kinesiology, and related healthcare fields.

Students and faculty will have access to key databases and journals, including:

- Health Source: Nursing/Academic Edition – A comprehensive collection of medical and health-related journals.
- MEDLINE (via FirstSearch) – A premier bibliographic database covering medicine, allied health, and related fields.
- Sports Medicine & Education Index – Focused on sports science, rehabilitation, and athletic training.
- PubMed Central (PMC) – A free full-text archive of biomedical and life sciences journal literature.

- Cochrane Library – A critical resource for systematic reviews in healthcare research and evidence-based practice.
- Web of Knowledge/Web of Science – A powerful research platform for interdisciplinary studies and citation tracking.

3. Physical Facilities and Equipment

The proposed program will be supported by existing state-of-the-art facilities within the School of Health and Kinesiology and the newly established UNO Health Science Collaborative. These facilities provide students with modern classrooms, laboratories, and hands-on training environments that enhance their academic and clinical preparation.

4. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses

Table 2: Revenue Sources for Projected Expenses

TABLE 1: PROJECTED EXPENSES												
CAMPUS AND NAME OF PROGRAM OR CENTER: UNO Health Sciences Education Expedited Graduate Certificate												
	(FY26/27) Year 1		(FY27/28) Year 2		(FY28/29) Year 3		(FY29/30) Year 4		(FY30/21) Year 5		Total Cost	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty [1]	0	$0	0	$0	0	$0	0	$0	0	$0		$0
Professional [2]		$0										$0
Graduate assistants	0	$0	0	$0	0	$0	0	$0	0	$0		$0
Support staff	0	$0	0	$0	0	$0	0	$0	0	$0		$0
Subtotal		$0		$0		$0		$0		$0		$0
Operating												
General Operating [3]		$0		$0		$0		$0		$0		$0
Equipment [4]		$0		$0		$0		$0		$0		$0
New or renovated space [5]		$0		$0		$0		$0		$0		$0
Library/Information Resources [6]		$0		$0		$0		$0		$0		$0
Other [7]		$0		$0		$0		$0		$0		$0
Subtotal		$0		$0		$0		$0		$0		$0
Total Expenses		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM OR CENTER: UNO Health Sciences Education Expedited Graduate Certificate						
	(FY26/27) Year 1	(FY27/28) Year 2	(FY28/29) Year 3	(FY29/30) Year 4	(FY30/31) Year 5	**Total**
Existing Funds [1]						$0
Required New Public Funds [2]						$0
1. State Funds						$0
2. Local Tax Funds (community colleges)						$0
Tuition and Fees [3]	$70,920	$106,380	$106,380	$141,840	$141,840	$567,360
Other Funding [4]						$0
1						$0
2						$0
3						$0
Total Revenue [5]	$70,920	$106,380	$106,380	$141,840	$141,840	$567,360

December 8, 2025

Dear Dr. Rosen,

On behalf of the Department of Kinesiology and Sport Sciences at the University of Nebraska at Kearney (UNK), I am pleased to express our support for the proposed **Graduate Certificate in Health Science Education** at the University of Nebraska at Omaha (UNO). This program represents an important and timely addition to the University of Nebraska System's efforts to strengthen Nebraska's health and education workforce.

UNO's graduate certificate program is **distinct yet complementary** to UNK's recently approved **Master of Arts in Education (MAE) in Health Education**, which focuses on health pedagogy and prepares individuals for the **7–12 Health Education endorsement**. In contrast, the UNO certificate emphasizes **health science content knowledge and instructional strategies aligned with Career and Technical Education (CTE) health pathways**, addressing Nebraska Department of Education Rule 24 requirements for the **Health Science Endorsement**. Together, these programs expand the University's capacity to meet statewide workforce needs without duplication.

We at UNK welcome opportunities to collaborate with UNO to strengthen health and kinesiology education across Nebraska. The certificate program will create a **stackable credential pathway**, enabling teachers and professionals to begin with targeted graduate-level preparation and later pursue advanced study, including master's level work at UNK. This collaboration supports our shared mission to improve health literacy, promote effective health education, and prepare the next generation of professionals for Nebraska's health workforce pipeline.

The need for this program is clear. School districts across Nebraska report challenges in finding educators qualified to teach Health Science CTE courses and coordinate work-based learning experiences. UNO's certificate addresses this gap by offering a **flexible, fully online program** that leverages existing graduate coursework and faculty expertise. By doing so, it aligns with the University of Nebraska's strategic priorities for **workforce development, accessibility, and strengthening Nebraska through education**.

For these reasons, I fully support the approval and implementation of the UNO Graduate Certificate in Health Science Education. This program will serve educators, schools, and communities statewide and contribute meaningfully to the University of Nebraska's mission. Please feel free to contact me if you need any additional information or support. I look forward to continued partnership.

Sincerely,

Dr. Kazuma Akehi
Professor
Co-Chair, Department of Kinesiology and Sport Sciences
University of Nebraska at Kearney

October 9, 2025

Dr. Adam Rosen
School of Health and Kinesiology
College of Education, Health, and Human Sciences

Dear Dr. Rosen:

I am pleased to offer this letter of support for the proposed Health Science Education Certificate, which provides an intentional pathway for teachers who will teach the next generation of health care professionals. This certificate will be particularly beneficial as it combines a strong foundation in key health science topics with pedagogical strategies. Additionally, the certificate and endorsement align with state and national education standards. This proposal does not require the creation of new courses and will help maximize student credit hour production in current courses.

The Graduate Committee of the College reviewed and unanimously approved this proposal on October 9, 2025. On behalf of the Dean's Office, I fully support moving this proposal forward for university approval and implementation.

Sincerely,

Jason D. Coleman, PhD, MSPH
Associate Dean
College of Education, Health, and Human Sciences

c: Neal Grandgenett, PhD, Lois G. Roskens Dean

University of Nebraska Omaha
College of Education, Health, and Human Sciences Office of the Dean
6005 University Drive North, RH 211 | Omaha, NE 68182 | 402.554.2719
unomaha.edu

OMAHA Public Schools
CURRICULUM AND INSTRUCTION SUPPORT

P 531-299-0243
F 531-299-0399

3215 Cuming Street
Omaha, NE 68131

district.ops.org

September 19, 2025

To Whom It May Concern:

The Omaha Public Schools Portrait of a Graduate facilitates work that allows every student to be college, career, and life ready for their next step after high school in conjunction with our Moonshot that every student will read on grade level by 2030. We currently have 115 different College & Career Academy and Pathway programs that ensure we are expanding access and elevating expectations for all students.

Currently, we have Health Science pathways at Benson, Buena Vista, Central, North, Northwest, and Westview High Schools. This teaching area has grown over the past decade and continues to grow and evolve for our students. The health career industry in the Omaha area is growing, and our community partners have opportunities for our students in high-wage, high-skill, high-demand health careers.

A Graduate Level Health Science Education Certificate offered through the University of Nebraska Omaha would grow our teacher capacity to ensure we can offer high-quality health science instruction in our classrooms. We would support our current teachers in such a program, and we would be open to connecting those exploring health science teaching endorsements to careers in the Omaha Public Schools.

Thank you for considering this opportunity to continue to expand access to students in the Omaha community and for supporting workforce development in a high demand career field.

Sincerely,

Mr. Matthew Ray
Superintendent
Omaha Public Schools

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to establish an expedited Graduate Certificate in Victimology and Victim Services to be administered by the School of Criminology and Criminal Justice in the College of Public Affairs and Community Service at the University of Nebraska at Omaha (UNO).

X	**Review**		**Review + Action**		**Action**		**Discussion**

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

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

The purpose of the Certificate in Victimology and Victim Services is to meet growing demand for education and training in victimology and victim services. Graduates of the certificate will learn skills that would make them ideal candidates as victim or court advocates, staff in non-profit organizations (e.g., Women's Center for Advancement, The Salvation Army), case managers, child welfare agents, and crisis response team members. Furthermore, because victims of crime are not siloed in one field or area, students who complete this certificate could adapt their knowledge to any job where they interact with clients or colleagues—even if it does not directly relate to victims' services. The certificate can be completed on campus or online and is fully transferable into the MS or MA in Criminology and Criminal Justice; no additional expenses are incurred to offer this program. Therefore, the Certificate is eligible for Expedited Approval.

The expedited certificate was reported to the Executive Graduate Council on March 2, 2026.

BACKGROUND INFORMATION

Regents Policy 2.3.3 authorizes the President to approve certain graduate certificates that meet requirements laid out in RP 2.3.3.1 – 2.3.3.6. These requirements include the provisos that the offering does not result in additional expenses, that all coursework exists, and that the coursework is part of a previously approved graduate degree.

APPROVAL

The President approved this expedited Graduate Certificate on March 13, 2026.

SUMMARY-ESTABLISHING A NEW ACADEMIC PROGRAM

CAMPUS AND NAME OF PROGRAM: UNO Graduate Certificate in Victimology and Victim Services

Proposed Date of First Offering: Fall 2026

New/Additional Annual Program Costs	Program Management		Brief Explanation
	FTE	Expense	
Faculty*		$	This 15 credit hour certificate prepares students for jobs as victim or court advocates, case managers, child welfare agents, and more. It can be completed on campus or online, and is transferable into the criminology and criminal justice programs. No new resources are needed.
Staff*		$	
Additional Expenses**		$	
Total Annual Expense		$ -	

*Total salary and benefits at year 5; **Additional costs on an annualized basis estimated for Year 5

AAU Recognition Potential Impact: [ ]Very Negative [ ]Negative [ ]None [ ]Positive [ ]Very Positive [X]Not Applicable

AAU Recognition Criterion Impacted (If any):

Minimum Estimated Program Enrollment (Year 5)

	Enrollment	Credit Hours	Tuition Rate	Income
Resident Tuition*				
Non-Resident Tuition**				$ -
Special/Other Tuition***	10	15	$ 595.85	$ 89,378
			Total Income	$ 89,378
			Net Income	$ 89,378

***calculated income based on average of resident, non-resident, OUR tuition rates

MEMORANDUM

Date: January 14, 2026

To: David Jackson, Interim Executive Vice President and Provost

From: Joanne Li, Chancellor, University of Nebraska at Omaha

RE: Certificate Proposal—Victimology and Victim Services

The University of Nebraska at Omaha committees have reviewed and endorsed the creation of a new graduate certificate.

The School of Criminology and Criminal Justice requests the creation of a certificate in Victimology and Victim Services. The purpose of the certificate in Victimology and Victim Services is to meet the growing demand for education and training in victimology and victim services. Interest in this field has grown over the last two decades, including increased research, student interest/involvement, and national attention.

Graduates of the certificate will learn skills that would make them ideal candidates as victim advocates or court advocates, staff in non-profit organizations (e.g., Women's Center for Advancement, The Salvation Army), case managers, child welfare agents, and crisis response team members. Furthermore, because victims of crime are not siloed in one field or area, students who complete this certificate could adapt their knowledge to any job where they interact with clients or colleagues—even if it does not directly relate to victim services.

Cc: Phil He, Senior Vice Chancellor for Academic Affairs, Office of Academic Affairs
Sarah Edwards, AVC for Academic Excellence and Program Innovation

University of Nebraska
Proposal for New Certificate Program

I. Descriptive Information

Name of Campus Proposing Certificate
University of Nebraska Omaha
Name of Proposed Certificate
Victimology and Victim Services
Level of Certificate to be Awarded to Graduates
_____Undergraduate ___X_Graduate
Other Programs (including Certificates, Majors, or Degrees) Offered in this field by this institution
None
CIP Code: 6 digit *[Browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]*
45.0401
Subject Code
CRCJ
Administrative Unit(s) for the Proposed Certificate (eg. Department, School, College)
School of Criminology and Criminal Justice
Other Units Participating in the Certificate
None
Proposed Delivery Site
School of Criminology and Criminal Justice University of Nebraska Omaha
Students can Complete the Full Program *[check all that apply]*
_X_On-campus _X_Online (asynchronous) __ Synchronous Distance __Hybrid/Blended of Selected
Certificate will be Offered to
_____ Degree seeking _____ Non-degree seeking __X____ Both _____ Other (please explain)
Program leads to professional licensure or certification
___X___ no _____ yes If yes, complete Appendix: Professional Licensure and Certification.
The proposed certificate program is a subset of an existing degree program
___X___ yes _____ no If yes, % made up of existing courses: __100____%
Proposed Date the New Certificate will be Initiated
Upon Approval
FOR GRADUATE CERTIFICATES ONLY:
Will this program be proposing tuition remission? (if yes, see tuition remission forms for additional actions)

_____ yes ___X___ no
List of Faculty Members who will Serve on Certificate Advisory Committee
Dr. Tara Richards, Dr. Teresa Kulig, Dr. Lane Gillespie

II. Details

A. Purpose of the Proposed Certificate:

The purpose of the Certificate in Victimology and Victim Services is to meet growing demand for education and training in victimology and victim services. Interest in this field has bourgeoned over the last two decades including increased research, student interest/involvement, and national attention. Faculty within School of Criminology and Criminal Justice (SCCJ) at UNO have seen a steady increase in interest in the field – in terms of engagement in course offerings as well as interest in careers and research endeavors.

The Certificate in Victimology and Victim Services will leverage Faculty expertise in the SCCJ to the betterment of our students, the discipline, and our community. The SCCJ is fortunate to have national leaders in the field of victimology and victim services. These faculty are prolific scholars whose works are 1) steeped in a community service ethos, 2) supported by extramural funding, 3) and make strong contributions to the research literature in their area of interest. The Certificate in Victimology and Victim Services will be grounded in this expertise providing a concentrated educational experience that directly draws on the unique capacity of SCCJ Faculty.

Graduates of the certificate will learn skills that would make them ideal candidates as victim or court advocates, staff in non-profit organizations (e.g., Women's Center for Advancement, The Salvation Army), case managers, child welfare agents, and crisis response team members. Furthermore, and because victims of crime are not siloed in one field or area, students who complete this certificate could adapt their knowledge to any job where they interact with clients or colleagues—even if it does not directly relate to victims' services.

In addition to meeting the evolving needs of our student we anticipate that the Certificate in Victimology and Victim Services will serve as a feeder for our Master of Science and Master of Arts in Criminology and Criminal Justice Programs. The School of Criminology and Criminal Justice will actively recruit Certificate students providing them with individualized information on Criminology and Criminal Justice Master's Programs in the SCCJ including the specification of the required and elective classes that would result in degree completion.

B. Description of the Proposed Certificate:

The certificate will provide training for students in the area of Victimology and Victim Services. The certificate will be comprised of 5 courses.

All students will be required to take CRCJ 8110 Victimology. This course provides an overview of key research areas on prevalence, predictors, and consequences of various forms of victimization. In this course students develop a critical understanding and appreciation of the development and current state of theories of victimology, measurement of different types of victimization, and quantitative and qualitative results that have been used to inform research in the field.

Students will also choose two of three courses that provide deeper exploration of specific aspects of Victimology: CRCJ 8400 Intimate Partner Violence, CRCJ 8430 Human Trafficking, and CRCJ 8450 Sexual Violence. CRCJ 8400 Intimate Partner Violence examines the complex nature and dynamics of intimate partner violence (IPV) with a focus on the historical development/evolution and current response of the criminal justice system to IPV including law enforcement response, the use of protection orders, domestic violence courts, and batterer intervention treatment programs. CRCJ 8430 Human Trafficking provides students with a systematic introduction to the study of human trafficking including its' prevalence, predictors, and consequences. CRCJ 8450 Sexual Violence examines the complicated nature and dynamics of sexual violence including definitions, characteristics,

data sources, and the historical development of legislative, criminal justice system, and victim service system responses to sexual violence.

Students will also choose two of four courses that will help contextualize discipline specific information included the classes outlined above. These courses are CRCJ 8010 Nature of Crime, CRCJ 8030 Criminal Justice Research Theory and Methodology, CRCJ 8120 Power, Perception and Punishment and CRCJ 8130 Seminar in Women and Criminal Justice

C. Student Learning Outcomes

1. *Types of Victimization*. Students will be able to: Identify and differentiate a range of victimization types across the life-course, including child abuse, family violence, intimate partner violence, and cybervictimization. Discuss the unique characteristics and impacts of various forms of victimization on individuals. Categorize different types of victimization based on the context in which they occur.

2. *Theories of Victimization*. Students will be able to: Explain key theories used to contextualize victimization, such as lifestyle-routine activities theory. Analyze how and why specific victimizations occur by applying relevant theoretical frameworks. Evaluate the strengths and weaknesses of different theories in explaining victim experiences.

3. *The Needs of Victims*. Students will be able to: Describe the common outcomes associated with victimization, including mental health issues and continued vulnerability. Identify the specific treatment needs of crime victims. Propose appropriate interventions and treatments based on a victim's specific needs and experiences.

4. *Victims of Crime from a Criminal Justice Perspective*. Students will be able to: Trace the journey of a victim through the criminal justice system, from initial reporting to case closure. Explain the factors that influence a victim's engagement with the criminal justice system. Analyze how the criminal justice system impacts victims from marginalized groups. Evaluate the criminal justice system's role in either perpetuating or preventing continued victimization.

5. *The Purpose and Types of Victim Services*. Students will be able to: Define and justify the importance of victim advocacy. Describe the various forms of victim advocacy and where they are found within different systems (e.g., police, courts, child welfare). Summarize common career paths and challenges faced by professionals in victim advocacy, such as secondary trauma and burnout.

D. Admissions

Admissions decisions will be made by the SCCJ's Master of Arts Program Committee. The deadline for application for Fall admission will be July 15th of each year. The deadline for application for Spring admission will be December 15th of each year.

Applicants must have earned or will have earned a bachelor's degree at a regionally accredited college or university in the United States, or the equivalent of such degrees in another country. In addition, applicants must have English Language Proficiency. Those who do not hold a baccalaureate or other advanced degree from the United States, OR a baccalaureate or other advanced degree from a predetermined country on the waiver list, must meet the minimum language proficiency score requirement in order to be considered for admission: Internet-based TOEFL: 95 with a minimum of 21 in all four areas, IELTS: 7.5 (8.0+ preferred), PTE: 76, Duolingo: 115

The decision to admit an applicant will be based on a combination of the following criteria:

- Quality of previous undergraduate and graduate work. Applicants with at least a 3.0 GPA overall in the last two years of undergraduate work will be considered for unconditional admission. Applicants with at least a 2.75 overall GPA in the last two years of undergraduate work and not less than a 2.75 GPA in the undergraduate major will be considered for provisional admission.

- A Statement by the applicant of academic career objectives and their relation to the intended program of study

E. Certificate Program Curriculum

Name of Existing Master's Program: Criminology and Criminal Justice *[For an expedited review of a Graduate Certificate, it must be a subset of an existing program. Complete this table for an expedited review of a Graduate Certificate only, otherwise delete.]*			
Required Courses: Course Code and Title	Masters Credit Hours	Certificate Credit Hours	Prerequisites, if applicable
CRCJ 8110 Victimology	3	3	
Two of the following:		6	
CRCJ 8400 Intimate Partner Violence	3		
CRCJ 8430 Human Trafficking	3		
CRCJ 8450 Sexual Violence	3		
Electives: Course Code and Title	Masters Credit Hours	Certificate Credit Hours	
Two of the following:		6	
CRCJ 8010 Nature of Crime	3		
CRCJ 8030 Criminal Justice Research Theory and Methodology	3		
CRCJ 8120 Power, Perception and Punishment	3		
CRCJ 8130 Seminar in Women and Criminal Justice	3		
Total		15	

F. Advising

Students pursuing a Certificate in Victimology and Victim Studies who are not concurrently enrolled in a Master's Program at UNO will be advised by the Chair of the SCCJ's Master of Arts Program Committee. Advising will occur at least biannually prior to the Fall and Spring semesters.

G. Evaluation of Program

The Certificate in Victimology and Victim Services will be included as a component in Academic Program Review of Master's Programs in the SCCJ.

Plan for Implementation

All classes necessary to complete the certificate are already offered regularly as part of the Master of Science and Master of Arts in Criminology and Criminal Justice Programs.

H. Other Information (as applicable)

III. Review Criteria

A. Centrality to the Campus Role and Mission

The proposed certificate in Victimology and Victim Studies aligns with UNO's four strategic pillars.

- **Educating All Learners.** A certificate in Victimology and Victim Studies will be available online and can be pursued by students from various backgrounds, including those not seeking a full degree. The curriculum itself is cutting edge leveraging the unique expertise of SCCJ faculty.

- **Workforce Development.** The certificate contributes to workforce development by preparing individuals for careers in a range of fields. Graduates are equipped with the skills needed for jobs in victim advocacy, social work, law enforcement, and non-profit management. The program is designed to meet the growing demand for professionals who are trained to work with and support victims of crime

- **Community Engagement, Development, and Partnerships.** The certificate in Victimology and Victim Studies is inherently tied to community engagement and partnerships. The core of victimology is to serve and support victims, which requires strong relationships with community organizations, non-profits, and government agencies.

- **Pragmatic Research and Discovery.** The certificate's alignment with this pillar is evident in its emphasis on impactful research and community-engaged discovery throughout the classes the comprise the curriculum. Victimology is an applied field that relies heavily on data-driven research to inform policy and practice. Certificate students who are not concurrently enrolled in Master's programs at UNO will be invited to further develop their research acumen by enrolling in SCCJ Master's programs. Qualified students may also be invited to participate on faculty lead research projects.

B.

The proposed certificate in Victimology and Victim Services directly maps onto several of the key pillars in the University of Nebraska System Strategic Plan.

- **Extraordinary Teaching and Learning.** The certificate program offers a specialized curriculum that goes beyond traditional criminal justice studies, providing a focused, agile pathway for students to gain expertise in a high-demand field. The program provides a cutting-edge curriculum that leverages the unique expertise of SCCJ faculty who are national leaders in the field of victimology and victim services.

- **Extraordinary Partnerships and Engagement.** The certificate will be marketed to Nebraska governmental agencies and non-profits that operated in the victimology and victim studies space. Participants from these organizations will serve to strengthen partnerships between UNO SCCJ faculty and these agencies.

- **Extraordinary Research and Creative Activity.** The certificate program will improve agency capacity to engage as partners in programs of funded research bolstering an already robust Victimology and Victim Services Research portfolio in the SCCJ.

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

The proposed certificate in Victimology and Victim Services is consistent with the Comprehensive Statewide Plan for Post-Secondary Education in the following ways:

- **Meeting Societal Needs.** The courses in the certificate directly address critical social issues such as human trafficking, sexual violence, and intimate partner violence, and prepare individuals to meet these evolving needs.

- **Contributing to a Competent Workforce.** A certificate in victim services would prepare professionals to work in fields that support the well-being and public safety of the state's citizens. The plan also aims to "contribute to the health and prosperity of the people and to the vitality of the state through research and development efforts, technology transfer and technical assistance, and by attracting external funds to support these activities". The Certificate Program will build student capacity to both participate in and to initiate funded research in the field of Victimology and Victim Services. Students will be exposed to lines of research that are largely supported by extramural funding and to specific funded research projects.

- **Targeted Programs:** The Victimology and Victim Services certificate will offer specialized training to meet a specific and growing need within the state.

D. Evidence of Need and Demand

1. At our request the Division of Innovative & Learning Centric Initiatives (DILCI) conducted a market survey (attached). Due to the newness of the Victimology and Victim Services area of academic concentration data specific to this subdiscipline are not available and the report relied on information for graduate certificates in Criminology and Social Work. Nonetheless, the report established the need and demand for the Certificate in Victimology and Victim Services. In the email accompanying the report its' author concluded that "overall looks like a viable opportunity for UNO with our existing position in the criminal justice/social work markets and good applicability to the demands of relevant occupations."

2. In addition to the demand established in the DILCI report SCCJ faculty working in the area of Victimology and Victim Services report receiving multiple inquiries each year from students interested in learning more in this area. Faculty receive these inquiries from students currently at UNO and from non-UNO students interested in a degree that provides skills and experience in victimology. Faculty have indicated several current MA students would be interested in the certificate and have estimated that 10 to 15% of current SCCJ MS students may be interested.

   Through Nebraska Victim Assistance Academy NEVAA, research partnerships, and community service opportunities (boards, sexual assault and domestic violence response teams) the SCCJ is well recognized as providing this topical expertise and this also widens the reach of potential non-degree seeking persons who may be interested in the certificate.

   We would also note that there is no minimum number of students required to make the certificate 'viable' in terms of courses, as all courses are already taught on a regular rotation. Many of the courses included as required or as options frequently have students from various levels (Fast Track, Masters, PhD) and are not limited to CRCJ students (students in related fields can also register) thus these courses are open and accessible to a wide range and deep pool of students.

E. Avoidance of Unnecessary Duplication

The courses that comprise the Certificate in Victimology and Victim Services are a subset of courses offered as part of the MA and MS in Criminology and Criminal Justice.

F. Adequacy of Resources:

1. Faculty/Staff

No new faculty or staff will be needed. The classes in the certificate program are already offered as part of the MA and MS in Criminology and Criminal Justice.

2. Library/Information Resources

   No unique library or information resources will be needed.

3. Physical Facilities and Equipment

   No new physical facilities or equipment will be needed.

4. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses

There will be no unique expenses associated with the Victimology and Victim Services Certificate. All courses incorporated in the certificate are offered as part of Master's programs in the SCCJ:

Table 2: Revenue Sources for Projected Expenses

TABLE 1: PROJECTED EXPENSES												
CAMPUS AND NAME OF PROGRAM, CENTER OR UNIT: UNO Graduate Certificate Victimology & Victim Services												
	FY 26-27 Year 1		(FY27-28) Year 2		(FY28-29) Year 3		(FY29-30) Year 4		FY 30-31 Year 5		**Total Cost**	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost		
Faculty [1]												$0
Professional [2]												$0
Graduate assistants												$0
Support staff												$0
Subtotal		$0		$0		$0		$0		$0		$0
Operating												
General Operating [3]												$0
Equipment [4]												$0
New or renovated space [5]												$0
Library/Information Resources [6]												$0
Other [7]												$0
Subtotal		$0		$0		$0		$0		$0		$0
Total Expenses		$0.00		$0.00		$0.00		$0.00		$0.00		**$0.00**

TABLE 2: REVENUE SOURCES						
CAMPUS AND NAME OF PROGRAM, CENTER, OR UNIT: UNO Graduate Certificate Victimology & Victim Services						
	FY 26-27 Year 1	FY 27-28 Year 2	FY 28-29 Year 3	FY 29-30 Year 4	FY 30-31 Year 5	**Total**
Existing Funds [1]						$0
Required New Public Funds [2]						$0
1. State Funds						$0
2. Local Tax Funds (community colleges)						$0
Tuition and Fees [3]	$11,658	$31,088	$50,518	$69,948	$89,378	$252,590
Other Funding [4]						$0
1						$0
2						$0
3						$0
Total Revenue [5]	$11,658	$31,088	$50,518	$69,948	$89,378	$252,590

Tuition revenue estimates based on: 1) enrolling 2 new to UNO students in the program's first year, 4 in the second, 6 in the third, 8 in the fourth and 10 in the fifth, 2) students taking three classes in their first year and two in their second, and 3) an average of in state, out of state, and OUR tuition rates

Dear Dr. Edwards,

I am writing to express my enthusiastic support for the proposed Graduate Certificate in Victimology and Victim Services, developed by the School of Criminology and Criminal Justice (SCCJ) at the University of Nebraska at Omaha.

This certificate represents a timely and visionary innovative response to the growing demand for specialized education and training in victimology and victim services. Over the past two decades, interest in this field has surged—driven by increased research, heightened student engagement, and national attention to the needs of victims of crime. The SCCJ is uniquely positioned to lead in this space, with faculty who are nationally recognized scholars and practitioners deeply committed to community service, research excellence, and student empowerment.

The Certificate in Victimology and Victim Services will provide students with a rigorous and relevant curriculum grounded in the expertise of SCCJ faculty. Through a thoughtfully designed sequence of five graduate-level courses—including CRCJ 8110 Victimology and electives focused on intimate partner violence, human trafficking, and sexual violence—students will gain the knowledge and skills necessary to serve as victim advocates, case managers, crisis response professionals, and leaders in nonprofit and justice-oriented organizations.

Importantly, this certificate is not only academically robust but also strategically aligned with UNO's mission and values. It supports workforce development, community engagement, and pragmatic research—all pillars of our institutional vision. Moreover, it will serve as a meaningful pathway into our Master of Science and Master of Arts programs, further strengthening our graduate offerings and expanding opportunities for students to make a lasting impact in their communities.

I commend the faculty and leadership of the SCCJ for their commitment to innovation and excellence in developing this certificate. I fully support its implementation and look forward to the transformative outcomes it will generate for our students, our university, and the broader community.

Sincerely,

Gaylene Armstrong, Ph.D.

University of Nebraska Omaha
College of Public Affairs and Community Service
6001 Dodge Street, CPACS 109 | Omaha, NE 68182-0145 | 402.554.2276 | cpacs@unomaha.edu
cpacs.unomaha.edu

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Proposal to rename the Master of Science in Economics to the Master of Science in Applied Economics administered by the Department of Economics in the College of Business Administration at the University of Nebraska at Omaha (UNO).

X	**Review**		**Review + Action**		**Action**		**Discussion**

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

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

The proposed name change is being implemented to emphasize the applied and application-oriented nature of UNO's master's degree. The change is expected to increase the attractiveness and competitiveness of the program. The renaming does not affect the recently created thesis option, which allows students to pursue original research while benefiting from a curriculum that emphasizes practical, application-oriented economic analysis.

The name change was reported to the Executive Graduate Council on March 2, 2026.

BACKGROUND INFORMATION

Section 2.6.1 of the *Board of Regents Policies* provides that the naming and renaming of the various academic organizational units such as a College, Program, Department, Center, Institute or School, "…shall be approved by the Chancellor responsible for the unit and the President. Such naming shall be reported to the Board of Regents."

RECOMMENDATION

The President approved the name change on March 13, 2026.

MEMORANDUM

Date: January 14, 2026

To: David Jackson, Interim Executive Vice President and Provost

From: Joanne Li, Chancellor, University of Nebraska at Omaha

RE: Name Change—Master of Science in Economics

The University of Nebraska at Omaha (UNO) committees have reviewed and endorsed the requested name change and reduction in required credit hours for the Master of Science in Economics.

The Department of Economics requests that the name of the Master of Science in Economics be changed to the Master of Science in Applied Economics. This name change is requested to emphasize the applied and application-oriented nature of the master's degree.

The reduction in required credit hours (from 36 credits to 30 credits) is requested to align with the master's programs in economics at UNO's peer institutions (University of Missouri at Kansas City, Wichita State University, etc.). These institutions have a 30-credit-hour master's program.

These changes are expected to increase the attractiveness and competitiveness of the master's program.

Cc: Phil He, Senior Vice Chancellor for Academic Affairs, Office of Academic Affairs
Sarah Edwards, AVC for Academic Excellence and Program Innovation

University of Nebraska Modification of Major or Program

e.g. name change, merger/consolidation, etc.

I. Descriptive Information

[UNO]	**Current Information**	**Proposed Modification**
Name of Major or Program	Master of Science in Economics	Master of Science in Applied Economics
Degree or Credential to be Awarded to Graduates	Master of Science in Economics	Master of Science in Applied Economics
CIP Code 6-digit http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55	45.0603	45.0603
Subject Code (ex: BIO)	ECON	ECON
Administrative Unit(s) for the Major or Program (eg. Department, School, College)	Department of Economics, College of Business Administration	Department of Economics, College of Business Administration
Other participating Units		
Delivery Site	UNO	UNO
Students may complete the Full Program *[check all that apply]*	X On-campus __Online (asynchronous) __ Synchronous Distance __Hybrid/Blended of Selected	X On-campus __Online (asynchronous) __ Synchronous Distance __Hybrid/Blended of Selected
Program leads to licensure or certification If yes, complete Appendix: Professional Licensure and Certification.	__X____ no _____ yes	__X___ no _____ yes

Other Programs (including Certificates, Majors, or Degrees) Offered in this Field by this Institution

Percentage of Program Proposed Content Changes			
Curriculum/Courses: 36 credits to 30 credits (less two 3-credit courses)	Learning Objectives: No change	Competencies: No change	Required Clinical: No changes

Proposed Date Modifications will be Initiated
Upon Approval

II. Details

A. Description of Proposed Modification:

1. New degree name: Master of Science in Applied Economics (from Master of Science in Economics)

2. New total degree credits: 30 credits (from 36 credits)

B. Justification of Proposed Modification:

The first change is being implemented to emphasize the applied and application-oriented nature of our master's degree. The second change is being implemented because upon careful review of master's programs in economics at our peer institutions (e.g., University of Missouri at Kansas City; Wichita State University), most have a 30-credit master's program. These changes are expected to increase the attractiveness and competitiveness of our master's program. The shift to an "applied" emphasis does not affect the thesis option, which will remain fully available and academically rigorous, allowing students to pursue original research while benefiting from a curriculum that more clearly highlights practical and application-oriented economic analysis.

C. Plan for implementation:

If approved, we plan to implement the changes in Fall 2026. The changes will not have an impact on students graduating December 2026. Together with the proposed degree name change and total credits change to 30 credits (from 36 credits), we are also replacing one of the core courses (old Econ 8290: Research Methods in Economics and Business to new Econ 8400: Applied Research Methods in Economics and Business) and changing the exit requirement from Comprehensive Exams to Econ 8900: Graduate Oral Capstone (0-credit course). Both Econ 8400 and Econ 8900 are in the approval process in the University.

Options for Students Admitted Before the AY 2026-27 Catalog:

Option A: Student decides to switch to the AY 2026-27 catalog. The changes described above will apply to these students completely.

- **Special Note:** Students who have taken **Econ 8290: Research Methods for Economics and Business** will need to take *ECON 8400: Research Methods for Economics and Business* (the new core research methods course). *Econ 8290* and *Econ 8400* have very different learning objectives and will not be repetitive. If a student chooses this option, *ECON 8290* will count as elective credits toward the degree.

Option B: Student decides to remain in their catalog year of admission (i.e., before AY 2026-27 catalog). This means that all conditions of admission (e.g., complete any missing **five** foundation courses with at least a B), degree requirements (e.g., 36 total credits), and exit requirement (i.e., comprehensive exams) will apply to you except for the two items below.

a) If a student has **not** completed *Econ 8290: Research Methods in Economics and Business*, *Econ 8400: Applied Research Methods in Economics and Business* will count towards the

required research methods course. If a student plans to graduate in Spring 2027 or Fall 2027, the student must take *Econ 8400* in Spring 2027 as the course will only be offered in spring semesters.

b) If a student has completed *Econ 8290: Research Methods in Economics and Business*, the student has the option to take *Econ 8400: Applied Research Methods in Economics and Business* in their last spring semester as an elective.

Tuesday, November 18, 2025

To Whom It May Concern:

I'm supportive of the proposed changes to the Master of Science in Economics, including the name change to Master of Science in Applied Economics and reduction to 30 credit hours. The proposed changes emphasize the applied nature of the program, the comparative advantages of the program compared to other graduate economics programs, and better address the needs of the market. These changes have received the appropriate approvals within the college.

Sincerely,

Steve Schulz, Ph.D.
Interim Dean
Lucas Diamond Professor
College of Business Administration
University of Nebraska at Omaha

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Fourth Quarter Personnel Reports

[X] **Review** [ ] **Review + Action** [ ] **Action** [ ] **Discussion**

[X] *This is a report required by Regents' Policy.*

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

A series of reports of campus personnel actions approved by each Chancellor during the fourth quarter of 2025 is attached.

BACKGROUND INFORMATION

On December 10, 1994, the Board of Regents amended Section 3.2 of the *Bylaws of the Board of Regents* to delegate to the President, or administrative officers designated by the President, authority to make appointments in the academic-administrative staff to faculty positions and to administrative positions below the rank of Dean and equivalent ranks. Executive Memorandum No. 13 subsequently delegated authority to the Chancellors to make academic-administrative appointments below the level of Dean. Such appointments at the rank of assistant professor or above are required by the *Bylaws of the Board of Regents* to be reported to the Board after each quarter and maintained on file as a public record in the Office of the Corporation Secretary.

RECOMMENDATION

The President recommends acceptance of the reports.

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA-NCTA
NEW APPOINTMENTS

NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY	FTE
N/A							

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA-NCTA
ADJUSTMENTS

NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY	FTE
N/A							

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA AT KEARNEY
NEW APPOINTMENTS

N/A

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA AT KEARNEY
ADJUSTMENTS

	NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
09/28	Benson, Scott A	Business and Finance	Vice Chancellor Business/Finance	Special	12/1/2025		215,000	FY	1.00
			Interim Vice Chancellor Business/Finance	Special		11/30/2025	215,000	FY	1.00
09/56	Christen, Michael T	Strategic Partnerships & Operations	Director Strategic Partnerships & Operat	Special	12/1/2025		134,925	FY	1.00
			Director of Business Services	Special		11/30/2025	128,500	FY	1.00
09/09	Ellis, Mark R	History	Professor	Continuous	10/31/2025		96,952	AY	1.00
			Professor	Continuous		10/30/2025	166,369	AY	1.00
09/56	Gottula, Todd	Univ Communications & Marketing	Chief Marketing & Communications Officer	Special	12/2/2025		127,938	FY	1.00
			Sr Director, Communications & Marketing	Special		12/1/2025	121,846	FY	1.00
09/07	Green, Bradley J	Enrollment Mgmt & Marketing	Interim Chief Enrollment Officer	Special	12/2/2025		120,000	FY	1.00
		Financial Aid	Assoc Director Financial Aid	Other		12/1/2025	78,507	FY	1.00
09/07	Mims, Matthew J	Counseling School Psych & Family Sci	Professor	Continuous	11/1/2025		53,225	AY	0.60
			Professor	Continuous		10/31/2025	88,708	AY	1.00
			Co-Assistant Chair	Special	11/1/2025		37,736	AY	0.40
09/07	Ohmstede-Schmoker, Tammi J	Counseling School Psych & Family Sci	Professor	Continuous	11/1/2025		53,234	AY	0.60
			Professor	Continuous		10/31/2025	88,723	AY	1.00
			Assistant Chair	Special	11/1/2025		37,742	AY	0.40
09/07	Warren, Michelle L	Modern Languages	Professor	Continuous	10/1/2025		52,291	AY	0.60
			Professor	Continuous		9/30/2025	52,291	AY	0.60
			Chairperson	Special	10/1/2025	8/31/2026	40,655	AY	0.40
			Chairperson	Special		9/30/2025	40,655	AY	0.40

09/07 Position Add/Change
09/09 Other Status Change
09/28 Advance/Transfer-Rate Chg - NC
09/56 Promotion W/in Unit-Rt Chg -NC

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA-LINCOLN
NEW APPOINTMENTS

NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Akasheh, Sammy Z	Water for Food Institure	Rsch Asst Professor	Faculty Research	11/1/2025	10/31/2028	80,000	FY	1.00
Duarte Hernandez, Pablo R	NE Ext Engagement Zone 5	Asst Exten Educator	Special	10/15/2025		56,000	FY	1.00
Ramirez Medina, Elizabeth	Vet & Biomedical Sciences	Rsch Asst Professor	Faculty Research	11/15/2025	9/30/2027	96,000	FY	1.00

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA-LINCOLN
ADJUSTMENTS

	NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
09/07	Aiken, J David	Agricultural Economics	Professor	Continuous	11/1/2025	8/1/2027	88,904	FY	0.50
			Professor	Continuous		10/31/2025	177,807	FY	1.00
09/09	Anderson, Ryan K	Industry Alliances	Industry Relations Manager	Special	12/15/2025		146,748	FY	1.00
		Research and Innovation	Director, Industry Relations	Special		12/14/2025	146,748	FY	1.00
09/09	Armstrong, Cory L	Journalism	Coll Prfsp/Pike	Special			10,000	AY	0.00
			Coll Prfsp/Pike	Special			10,000	AY	0.00
			Professor	Continuous	12/19/2025		137,182	AY	1.00
		Journalism & Mass Comm	Professor	Continuous		12/18/2025	54,873	AY	0.40
			Assoc Dean for Research & Fac Affairs	Special		12/18/2025	92,309	AY	0.60
			Assoc Dean for Research & Fac Affairs	Special		5/14/2027	92,309	AY	0.60
09/07	Barrera, Ricardo S	College of Business	Associate Dean of Ops & Chief of Staff	Special	11/1/2025	3/6/2026	95,150	FY	0.50
			Associate Dean of Ops & Chief of Staff	Special		10/31/2025	190,300	FY	1.00
06/10	Brown, Kristen D	Athletics	Deputy AD - SWA	Special	11/1/2025		300,000	FY	1.00
			Deputy AD - SWA	Special		10/31/2025	250,000	FY	1.00
06/10	Dennis, Elliott J	Agricultural Economics	Assoc Professor	Continuous	10/1/2025		130,000	AY	1.00
			Assoc Professor	Continuous		9/30/2025	124,536	AY	1.00
06/10	Dorsey, Seth E	Athletics	Deputy AD for Internal Operations	Special	11/1/2025		275,000	FY	1.00
			Deputy AD for Internal Operations	Special		10/31/2025	240,000	FY	1.00
09/07	Fairclough, Samantha J	Management	Associate Professor of Practice	Faculty Practic	11/1/2025	5/15/2026	115,733	AY	1.00
			Associate Professor of Practice	Faculty Practice		10/31/2025	46,293	AY	0.40
		Center for Entrepreneurship	Associate Director	Special		10/31/2025	81,013	AY	0.60
09/07	Horst, Cheryl L	NUtech Ventures	Executive Director	Special	12/15/2025		215,000	FY	1.00
			Interim Executive Director	Special		12/14/2025	215,000	FY	1.00
09/07	Hyten Jr, David L	Agronomy & Horticulture	Coll Prfsp/Haskins	Special	12/1/2025	11/30/2030	10,000	AY	0.00
			Coll Prfsp/Haskins	Special		11/30/2025	10,000	AY	0.00
			Assoc Professor	Continuous			122,373	AY	1.00
			Assoc Professor	Continuous			122,373	AY	1.00
09/07	Jackson-Ziems, Tamra A	Plant Pathology	Wilson Professorship	Special	10/1/2025	9/30/2030	10,000	FY	0.00
			Professor	Continuous			167,902	FY	1.00

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA-LINCOLN
ADJUSTMENTS

	NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
			Professor	Continuous			167,902	FY	1.00
09/07	Jhala, Amitkumar	Agronomy & Horticulture	Assoc Department Head	Special	10/1/2025	9/30/2026	42,786	FY	0.20
			Assoc Department Head	Special		9/30/2025	42,786	FY	0.20
			Professor	Continuous			114,096	FY	0.80
			Professor	Continuous			114,096	FY	0.80
09/07	Lennander, Benjamin D	Human Resource Services	Chief People Officer	Special	12/1/2025		30,000	FY	0.00
		Human Resources	Asst VC for HR & Chief People Officer	Special			190,000	FY	1.00
			Asst VC for HR & Chief People Officer	Special			190,000	FY	1.00
09/07	Nelson, Jennifer M	Psychology	Research Associate Professor	Faculty Research			11,440	FY	0.05
			Research Associate Professor	Faculty Research			11,440	FY	0.05
		Research and Innovation	Interim Vice Chancellor for Rsch & Innovation	Special	11/16/2025	11/15/2026	308,560	FY	0.95
			Interim Vice Chanc - Research & Economic Develop	Special		11/15/2025	308,560	FY	0.95
09/10	Romero Camacho, Eduardo	Center for Biotechnology	Research Assistant Professor	Faculty Resear	12/1/2025	11/30/2028	105,730	FY	1.00
			Research Assistant Professor	Faculty Research		11/30/2025	105,730	FY	1.00
29/01	Smith, Eric B	Biological Systems Engineering	Rsch Professor	Faculty Resear	12/1/2025	7/31/2030	185,000	FY	1.00
			Rsch Professor	Faculty Research		11/30/2025	92,500	FY	0.50
09/10	Swanson, Rebecca D	4-H Youth Development	Exten Asst Professor	Special	10/19/2025	10/18/2026	77,847	FY	1.00
			Exten Asst Professor	Special		10/18/2025	77,847	FY	1.00

06/10 Administrative Adjustment
09/07 Position Add/Change
09/09 Other Status Change
09/10 Extension of Appointment
29/01 Change Employment %

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA MEDICAL CENTER
ADJUSTMENTS

	NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
06/03	Amsberry, Shelly J	CON-Academic Programs	MSN Area Coordinator-LEAD Stipend	Special	10/1/2025		1,500	AY	0.00
			MSN Area Coordinator-LEAD Stipend	Special		9/30/2025	1,500	AY	0.00
		CON-Kearney Division	Asst Professor	Special	10/1/2025		89,802	AY	1.00
			Asst Professor	Special		9/30/2025	85,534	AY	1.00
06/04	Bennett, Gregory W	COD-Dental Administration	Interim Executive Associate Dean	Special	11/1/2025		45,000	FY	0.00
			Interim Executive Associate Dean	Special		10/31/2025	45,000	FY	0.00
			Boos Ferguson Faculty Fellowship	Special	11/1/2025	6/30/2029	10,000	FY	0.00
			Boos Ferguson Faculty Fellowship	Special		10/31/2025	5,000	FY	0.00
		COD-Adult Restorative	Assoc Professor	Health Prof	11/1/2025	6/30/2028	160,000	FY	1.00
			Assoc Professor	Health Prof		10/31/2025	160,000	FY	1.00
09/07	Brouillette, Elizabeth M	CAHP Radiation Therapy Education	Asst Professor	Special	10/13/2025		85,000	FY	1.00
		CAHP Diagnostic Medical Sonography	Other Hourly Worker	Other		10/12/2025	10,400	FY	0.25
		CAHP Radiography	Other Hourly Worker	Other		10/12/2025	7,800	FY	0.15
09/07	Christiansen, Mary M	COD-Oral Biology	F. Gene & Rosemary Dixon Fellowship	Special	11/1/2025	6/30/2030	9,500	FY	0.00
		COD-Surgical Specialties	Asst Professor	Special	11/1/2025		88,055	FY	1.00
			Asst Professor	Special		10/31/2025	88,055	FY	1.00
06/03	Cotton, Shalea D	CON-Omaha Division	Clinical Asst Professor	Special	10/1/2025		87,021	AY	1.00
			Clinical Asst Professor	Special		9/30/2025	81,885	AY	1.00
06/03	Davis, Precious S	CON-Omaha Division	Asst Professor	Special	10/1/2025		118,450	FY	1.00
			Asst Professor	Special		9/30/2025	115,000	FY	1.00
09/07	Downes, Jessica M	COP Pharmacy Practice and Science	Clinical Assoc Professor	Special	12/1/2025		139,566	FY	1.00
			Clinical Assoc Professor	Special		11/30/2025	139,566	FY	1.00
			Vice Chair	Special	12/1/2025		5,000	FY	0.00
06/03	Dubas, Jenna M	CON-Lincoln Division	Asst Professor	Special	10/1/2025		89,099	AY	1.00
			Asst Professor	Special		9/30/2025	84,864	AY	1.00
09/09	Franta Bretscher, Erika R	MMI Psychology	Asst Professor	Special	12/31/2025		102,121	FY	1.00
			Asst Professor	Special		12/30/2025	102,121	FY	1.00
09/07	Fuchs, Erika L	COPH Epidemiology	Asst Professor	Special	10/31/2025		118,000	FY	1.00
			Asst Professor	Special		10/30/2025	118,000	FY	1.00

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA MEDICAL CENTER
ADJUSTMENTS

	NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
09/07	Gonzalez Garcia, Zoe M	Pediatrics Endocrine	Asst Professor	Special	10/19/2025		45,625	FY	1.00
			Asst Professor	Special		10/18/2025	36,500	FY	0.80
09/10	Gormley, Jessica E	MMI Speech Pathology	Asst Professor	Health Prof	12/31/2025	6/30/2026	50,000	FY	1.00
			Asst Professor	Health Prof		12/30/2025	50,000	FY	1.00
			Research Scientist	Special	12/31/2025		38,214	FY	0.00
			Research Scientist	Special		12/30/2025	38,214	FY	0.00
			Research Coordinator	Special	12/31/2025		1,500	FY	0.00
			Research Coordinator	Special		12/30/2025	1,500	FY	0.00
09/01	Grennan, Allison Q	MMI Psychology	Assoc Director of Education (Psychology)	Special	11/1/2025		5,000	FY	0.00
			Assoc Professor	Special	11/1/2025		122,860	FY	1.00
			Assoc Professor	Special		10/31/2025	122,860	FY	1.00
			Asst Dir Education and Training	Special		10/31/2025	3,500	FY	0.00
09/07	Haas, Douglass E	CON-Kearney Division	Clinical Asst Professor	Special	10/1/2025		121,318	FY	1.00
			Clinical Asst Professor	Special		9/30/2025	121,318	FY	1.00
		CON-Mobile Nursing Center	Interim Director Morehead Center	Special	10/1/2025		5,000	FY	0.00
09/10	Hewlett, Angela L	Int Med Infectious Diseases	Professor	Special	12/1/2025		90,756	FY	0.93
			Professor	Special		11/30/2025	90,756	FY	0.93
29/01	Holmes, LeAnn R	CON-Lincoln Division	Clinical Assoc Professor	Special	10/1/2025		64,015	FY	0.50
			Clinical Assoc Professor	Special		9/30/2025	128,030	FY	1.00
		CON-Mobile Nursing Center	Director Morehead Center	Special		9/30/2025	5,000	FY	0.00
09/07	Hopkins, Corey R	COP Pharmaceutical Science	Professor	Continuous	10/1/2025		188,573	FY	1.00
			Professor	Continuous		9/30/2025	188,573	FY	1.00
			Chair	Special	10/1/2025		20,000	FY	0.00
			Interim Chair	Special		9/30/2025	20,000	FY	0.00
		COP Dean's Office	Director UNMC Ctr Drug Design/Innovation	Special	10/1/2025		10,000	FY	0.00
			Director UNMC Ctr Drug Design/Innovation	Special		9/30/2025	10,000	FY	0.00
09/07	Jeffrey, Daniel J	Int Med General Medicine	Asst Professor	Health Prof	10/1/2025	6/30/2029	45,000	FY	1.00
			Asst Professor	Health Prof		9/30/2025	45,000	FY	1.00
09/07	Jesse, Leah	Psychiatry	Asst Professor	Special	10/2/2025		36,000	FY	0.80

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA MEDICAL CENTER
ADJUSTMENTS

	NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
			Asst Professor	Special		10/1/2025	36,000	FY	0.80
09/07	Klepser, Donald G	COP Dean's Office	Dean	Special	12/1/2025		175,000	FY	0.00
			Interim Dean	Special		11/30/2025	125,000	FY	0.00
		COP Pharmacy Practice and Science	Professor	Continuous	12/1/2025		182,664	FY	1.00
			Professor	Continuous		11/30/2025	182,664	FY	1.00
09/07	Koutakis, Panagiotis	Cellular/Integrative Physiology	Research Scientist	Special	10/1/2025	6/30/2026	52,000	FY	0.00
			Assoc Professor	Health Prof	10/1/2025	6/30/2030	70,000	FY	1.00
09/07	Kumbar, Sangamesh G	COD-Oral Biology	Weeth Professorship Dental Research	Special	11/1/2025	6/30/2030	10,000	FY	0.00
			Weeth Professorship Dental Research	Special	11/7/2025	6/30/2030	10,000	FY	0.00
			Weeth Professorship Dental Research	Special		11/6/2025	10,000	FY	0.00
		COD-Growth and Development	Professor	Continuous	10/1/2025		260,000	FY	1.00
			Professor	Continuous	10/25/2025		260,000	FY	1.00
			Professor	Continuous	11/1/2025		260,000	FY	1.00
			Professor	Continuous	11/7/2025		260,000	FY	1.00
			Professor	Continuous		9/30/2025	260,000	FY	1.00
			Professor	Continuous		10/24/2025	260,000	FY	1.00
			Professor	Continuous		10/31/2025	260,000	FY	1.00
			Professor	Continuous		11/6/2025	260,000	FY	1.00
		COD-Dental Administration	Assoc Dean	Special	10/1/2025		10,000	FY	0.00
			Assoc Dean	Special	10/25/2025		10,000	FY	0.00
			Assoc Dean	Special	11/1/2025		10,000	FY	0.00
			Assoc Dean	Special	11/7/2025		10,000	FY	0.00
			Assoc Dean	Special		10/24/2025	10,000	FY	0.00
			Assoc Dean	Special		10/31/2025	10,000	FY	0.00
			Assoc Dean	Special		11/6/2025	10,000	FY	0.00
09/07	Lee, Shelley R	Neurological Sciences	Asst Professor	Special	10/23/2025		9,040	FY	0.20
			Asst Professor	Special		10/22/2025	45,200	FY	1.00
29/01	Lukas, Lou	Int Med Geriatrics/Palliative Med	Assoc Professor	Special	12/1/2025		12,571	FY	0.22
			Assoc Professor	Special		11/30/2025	4,000	FY	0.07

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA MEDICAL CENTER
ADJUSTMENTS

	NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
06/08	Lunning, Matthew A	Vice Chancellor for Research	Asst Vice Chanc for Clinical Research	Special	11/1/2025		30,000	FY	0.00
			Asst Vice Chanc for Clinical Research	Special		10/31/2025	100,000	FY	0.00
		Int Med Oncology/Hematology	Professor	Continuous	11/1/2025	6/30/2028	55,000	FY	1.00
			Professor	Continuous		10/31/2025	55,000	FY	1.00
09/07	Ofe Fleck, Margaret M	CON-Omaha Division	Faculty Affairs Liaison	Special	12/19/2025	12/30/2025	1,500	AY	0.00
			Faculty Affairs Liaison	Special		12/18/2025	1,500	AY	0.00
			Faculty Affairs Liaison	Special		12/30/2025	1,500	AY	0.00
		CON-Academic Programs	MSN Coordinator (Advanced Generalist)	Special	12/19/2025	12/30/2025	1,500	AY	0.00
			MSN Coordinator (Advanced Generalist)	Special		12/18/2025	1,500	AY	0.00
			MSN Coordinator (Advanced Generalist)	Special		12/30/2025	1,500	AY	0.00
		CON-Omaha Division	Asst Professor	Special	12/19/2025		95,008	AY	1.00
			Asst Professor	Special	12/31/2025		95,008	AY	1.00
			Asst Professor	Special		12/18/2025	95,008	AY	1.00
			Asst Professor	Special		12/30/2025	95,008	AY	1.00
09/07	Rogers, Ann E	COPH Health Promotion	Asst Professor	Health Prof	10/22/2025	6/30/2026	100,000	FY	1.00
			Asst Professor	Health Prof		10/21/2025	100,000	FY	1.00
09/07	Rupp, Kirsten L	Int Med General Medicine	Asst Professor	Special	10/1/2025		33,850	FY	0.75
			Asst Professor	Special		9/30/2025	33,850	FY	0.75
06/00	Schindler, Peter J	Family Medicine	Assistant Professor	Health Prof	10/1/2025	6/30/2030	50,000	FY	1.00
			Assistant Professor	Health Prof		9/30/2025	50,000	FY	1.00
			Assoc Director Residency Program	Special	10/1/2025		5,000	FY	0.00
			Assoc Director Residency Program	Special		9/30/2025	5,000	FY	0.00
09/07	Shah, Ashu	Biochem and Molecular Biology	Research Scientist	Special	10/1/2025	6/30/2026	13,000	FY	0.00
			Asst Professor	Special	10/1/2025		60,000	FY	1.00
29/05	Sharma, Abhineet	Pediatrics Newborn Medicine	Asst Professor	Special	11/1/2025	6/30/2026	11,275	FY	0.25
			Asst Professor	Special		10/31/2025	45,100	FY	1.00
09/07	Shriver, Mark D	MMI Psychology	Assoc Director of Education (Psychology)	Special		10/31/2025	5,000	FY	0.00
			Professor	Continuous	11/1/2025		176,689	FY	1.00
			Professor	Continuous		10/31/2025	176,689	FY	1.00

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA MEDICAL CENTER
ADJUSTMENTS

	NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
09/07	Souchek, Joshua	Biochem and Molecular Biology	Research Scientist	Special	12/1/2025	6/30/2026	13,000	FY	0.00
			Asst Professor	Special	12/1/2025		60,000	FY	1.00
			Other Hourly Worker	Other		11/30/2025	40,498	FY	0.50
09/07	Spagnol, Gaelle	Biochem and Molecular Biology	Research Scientist	Special	10/1/2025	6/30/2026	15,000	FY	0.00
			Asst Professor	Special	10/1/2025		70,195	FY	1.00
			Asst Professor	Special		9/30/2025	70,195	FY	1.00
09/07	Wan, Shibiao	Genetics Cell Biology & Anatomy	Asst Professor	Health Prof	10/1/2025	6/30/2027	60,000	FY	1.00
			Asst Professor	Health Prof		9/30/2025	60,000	FY	1.00
			Research Scientist	Special	10/1/2025	6/30/2026	82,356	FY	0.00
			Research Scientist	Special		9/30/2025	55,256	FY	0.00
			Asst Director BSIB Core	Special		9/30/2025	27,100	FY	0.00
09/07	Yadav, Sumit	COD-Growth and Development	Professor	Continuous	10/1/2025		210,180	FY	1.00
			Professor	Continuous		9/30/2025	210,180	FY	1.00
			Interim Program Director of Orthodontic	Special	10/1/2025		10,000	FY	0.00
			Chairperson	Special	10/1/2025		10,000	FY	0.00
			Chairperson	Special		9/30/2025	10,000	FY	0.00
			Cech Professor of Orthodontics	Special	10/1/2025	2/29/2028	8,500	FY	0.00
			Cech Professor of Orthodontics	Special		9/30/2025	8,500	FY	0.00
09/09	Young, Kaitlyn M	MMI Psychology	Asst Professor	Special	12/31/2025		95,481	FY	1.00
			Asst Professor	Special		12/30/2025	95,481	FY	1.00

06/00 Error Correction
06/03 External (Market) Adjustment
06/04 Position Re-evaluation
06/08 End Addl. Responsibilities
09/01 Promotion Within
09/07 Position Add/Change
09/09 Other Status Change
09/10 Extension of Appointment
29/01 Change Employment %
29/05 Voluntary FTE Reduction

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA AT OMAHA
NEW APPOINTMENTS

NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
Kuipers, Katie E	Criss Library	Assistant Professor	Specific	12/1/2025		57,000	FY	1.00

PERSONNEL REPORT
10/01/2025 - 12/31/2025
UNIVERSITY OF NEBRASKA AT OMAHA
ADJUSTMENTS

	NAME	UNIT	TITLE	APPT TYPE	BEGIN DATE	END DATE	SALARY		FTE
09/10	Bai, Jaeil	Physics	Research Associate	Special	12/1/2025	8/31/2026	48,711	FY	1.00
			Research Associate	Special		11/30/2025	48,711	FY	1.00
09/07	Behboodi, Ahad	Biomechanics	Assistant Professor	Specific	12/1/2025		91,029	AY	1.00
			Assistant Professor	Specific		11/30/2025	91,029	AY	1.00
09/10	Benda, Angie	Center for Collaboration Sciences	Research Associate	Special	10/21/2025	11/20/2025	71,542	FY	1.00
			Research Associate	Special		10/20/2025	71,542	FY	1.00
09/07	Doctor, Austin C	School of Criminology & Crim Justice	Associate Professor	Continuous	10/1/2025		125,000	AY	1.00
			Associate Professor	Continuous		9/30/2025	125,000	AY	1.00
		Center for Collaboration Sciences	Director of Research Excellence	Special		9/30/2025	44,000	AY	0.00
09/07	Gabriel, Jeannette A	College of Arts and Sciences	Community Service Associate	Special	10/18/2025	5/15/2026	58,723	AY	1.00
			Community Service Associate	Special		10/17/2025	58,723	AY	1.00
			Director, Schwalb Ctr for Israel/Jewish	Special		10/17/2025	15,000	AY	0.00
09/07	Kearns, Erin M	School of Criminology & Crim Justice	Associate Professor	Continuous	10/1/2025		95,495	AY	1.00
			Associate Professor	Continuous		9/30/2025	95,495	AY	1.00
			Coordinator	Special	10/1/2025	5/15/2026	23,000	AY	0.00
06/09	Leader Janssen, Elizabeth Marie	Special Education Comm Disorders	Chairperson	Special	10/1/2025		70,951	FY	0.60
			Chairperson	Special		9/30/2025	65,951	FY	0.60
		Teacher Education	Isaacson Chair	Special	10/1/2025	8/31/2027	10,000	FY	0.00
			Isaacson Chair	Special		9/30/2025	10,000	FY	0.00
		Special Education Comm Disorders	Professor	Continuous	10/1/2025		40,634	FY	0.40
			Professor	Continuous		9/30/2025	40,634	FY	0.40
06/07	Messerole, Michael J	School of Health and Kinesiology	Professor	Continuous	12/1/2025		87,778	AY	1.00
			Professor	Continuous		11/30/2025	87,778	AY	1.00
			Assistant Director	Special	12/1/2025		10,800	AY	0.00
			Assistant Director	Special		11/30/2025	4,800	AY	0.00
09/10	Reding, Tracie L	Stem Trail Center	Senior Research Associate - Stem Trail	Special	10/1/2025	9/30/2026	85,754	FY	1.00
			Senior Research Associate - Stem Trail	Special		9/30/2025	81,799	FY	1.00
09/07	Rottweiler, Bettina	Center for Collaboration Sciences	Research Associate	Special		10/15/2025	92,001	FY	1.00
			Associate Research Professor	Special	10/16/2025		94,410	FY	1.00

06/07 Additional Responsibilities
06/09 Change in Payment Schedule
09/07 Position Add/Change
09/10 Extension of Appointment

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Academic Affairs **April 24, 2026**

AGENDA ITEM: Spring 2026 Student Credit Hour and Enrollment Summary Report

[X] **Review** [ ] **Review + Action** [ ] **Action** [ ] **Discussion**

[X] *This is a report required by Regents' Policy.*

PRESENTERS: David S. Jackson, Interim Executive Vice President and Provost

PURPOSE & KEY POINTS

Although varying by campus and student status, system-wide total spring-to-spring headcount enrollment decreased by 459 (-1%) and student credit hours decreased by 8,664.5 (-1.52%). Additional information can be found in the report.

BACKGROUND INFORMATION

June 19, 2025 – The Board accepted the Spring 2025 Student Credit Hour and Enrollment Report.

RECOMMENDATION

The President recommends acceptance of this report.

UNIVERSITY OF NEBRASKA
SUMMARY - HEADCOUNT ENROLLMENT REPORT
COMPARING-Spring 2025 (Census) Spring 2026 (Census)

Campus	Degree Level	Degree Cataegory	Spring 2025 (Census)	Spring 2026 (Census)	Difference	% Difference
UNIVERSITY OF NEBRASKA - LINCOLN	Undergraduate		17,748	17,820	72	0.4%
		First-Time Freshman	62	43	(19)	-30.6%
		Transfer	221	224	3	1.4%
		Total	**18,031**	**18,087**	**56**	**0.3%**
	Graduate		3,874	3,717	(157)	-4.1%
		Total	**3,874**	**3,717**	**(157)**	**-4.1%**
	Professional		611	598	(13)	-2.1%
		Total	**611**	**598**	**(13)**	**-2.1%**
	TOTAL		**22,516**	**22,402**	**(114)**	**-0.5%**
UNIVERSITY OF NEBRASKA MEDICAL CENTER	Undergraduate		904	925	21	2.3%
		Transfer	132	190	58	43.9%
		Total	**1,036**	**1,115**	**79**	**7.6%**
	Graduate		761	715	(46)	-6.0%
		Total	**761**	**715**	**(46)**	**-6.0%**
	Professional		2,862	2,926	64	2.2%
		Total	**2,862**	**2,926**	**64**	**2.2%**
	TOTAL		**4,659**	**4,756**	**97**	**2.1%**
UNIVERSITY OF NEBRASKA AT OMAHA	Undergraduate		10,439	10,296	(143)	-1.4%
		First-Time Freshman	55	75	20	36.4%
		Transfer	449	407	(42)	-9.4%
		Total	**10,943**	**10,778**	**(165)**	**-1.5%**
	Graduate		3,133	3,087	(46)	-1.5%
		Total	**3,133**	**3,087**	**(46)**	**-1.5%**
	TOTAL		**14,076**	**13,865**	**(211)**	**-1.5%**
UNIVERSITY OF NEBRASKA AT KEARNEY	Undergraduate		3,740	3,574	(166)	-4.4%
		First-Time Freshman	26	19	(7)	-26.9%
		Transfer	128	143	15	11.7%
		Total	**3,894**	**3,736**	**(158)**	**-4.1%**
	Graduate		1,646	1,564	(82)	-5.0%
		Total	**1,646**	**1,564**	**(82)**	**-5.0%**
	TOTAL		**5,540**	**5,300**	**(240)**	**-4.3%**
NEBRASKA COLLEGE OF TECHNICAL AGRICULTURE	Undergraduate		177	176	(1)	-0.6%
		First-Time Freshman	2	5	3	150.0%
		Transfer	5	12	7	140.0%
		Total	**184**	**193**	**9**	**4.9%**
	TOTAL		**184**	**193**	**9**	**4.9%**
GRAND TOTAL			**46,975**	**46,516**	**(459)**	**-1.0%**

UNIVERSITY OF NEBRASKA
SUMMARY - HEADCOUNT ENROLLMENT REPORT
COMPARING-Spring 2025 (Census) Spring 2026 (Census)

Campus	Degree Level	Spring 2025 (Census) Full-Time	Spring 2025 (Census) Part-Time	Spring 2026 (Census) Full-Time	Spring 2026 (Census) Part-Time	% Difference Full-Time	% Difference Part-Time
UNIVERSITY OF NEBRASKA - LINCOLN	Undergraduate	16,964	1,067	16,901	1,186	-0.4%	11.2%
	Graduate	1,980	1,894	1,865	1,852	-5.8%	-2.2%
	Professional	591	20	577	21	-2.4%	5.0%
	TOTAL	**19,535**	**2,981**	**19,343**	**3,059**	**-1.0%**	**2.6%**
UNIVERSITY OF NEBRASKA MEDICAL CENTER	Undergraduate	828	208	938	177	13.3%	-14.9%
	Graduate	562	199	542	173	-3.6%	-13.1%
	Professional	2,479	383	2,544	382	2.6%	-0.3%
	TOTAL	**3,869**	**790**	**4,024**	**732**	**4.0%**	**-7.3%**
UNIVERSITY OF NEBRASKA AT OMAHA	Undergraduate	9,000	1,943	8,888	1,890	-1.2%	-2.7%
	Graduate	938	2,195	857	2,230	-8.6%	1.6%
	TOTAL	**9,938**	**4,138**	**9,745**	**4,120**	**-1.9%**	**-0.4%**
UNIVERSITY OF NEBRASKA AT KEARNEY	Undergraduate	3,362	532	3,240	496	-3.6%	-6.8%
	Graduate	305	1,341	308	1,256	1.0%	-6.3%
	TOTAL	**3,667**	**1,873**	**3,548**	**1,752**	**-3.2%**	**-6.5%**
NEBRASKA COLLEGE OF TECHNICAL AGRICULTURE	Undergraduate	167	17	162	31	-3.0%	82.4%
	TOTAL	**167**	**17**	**162**	**31**	**-3.0%**	**82.4%**
GRAND TOTAL		**37,176**	**9,799**	**36,822**	**9,694**	**-1.0%**	**-1.1%**

UNIVERSITY OF NEBRASKA
SUMMARY - HEADCOUNT ENROLLMENT REPORT
COMPARING-Spring 2025 (Census) Spring 2026 (Census)

Campus	Degree Level	Spring 2025 (Census)	Spring 2026 (Census)	Difference	% Difference
UNIVERSITY OF NEBRASKA - LINCOLN	Undergraduate	17,320	17,296	(23)	-0.10%
	Graduate	2,611	2,482	(129)	-4.90%
	Professional	598	584	(14)	-2.30%
	TOTAL	**20,529**	**20,363**	**(166)**	**-0.80%**
UNIVERSITY OF NEBRASKA MEDICAL CENTER	Undergraduate	897	997	100	11.10%
	Graduate	628	600	(29)	-4.60%
	Professional	2,607	2,671	65	2.50%
	TOTAL	**4,132**	**4,268**	**136**	**3.30%**
UNIVERSITY OF NEBRASKA AT OMAHA	Undergraduate	9,648	9,518	(130)	-1.30%
	Graduate	1,670	1,600	(70)	-4.20%
	TOTAL	**11,317**	**11,118**	**(200)**	**-1.80%**
UNIVERSITY OF NEBRASKA AT KEARNEY	Undergraduate	3,539	3,405	(134)	-3.80%
	Graduate	752	727	(25)	-3.40%
	TOTAL	**4,291**	**4,132**	**(159)**	**-3.70%**
NEBRASKA COLLEGE OF TECHNICAL AGRICULTURE	Undergraduate	173	172	0	-0.20%
	TOTAL	**173**	**172**	**0**	**-0.20%**
GRAND TOTAL		**40,442**	**40,053**	**(390)**	**-1.00%**

UNIVERSITY OF NEBRASKA
SUMMARY - HEADCOUNT ENROLLMENT REPORT
COMPARING-Spring 2025 (Census) Spring 2026 (Census)

Campus	Degree Level	Degree Category	Spring 2025 (Census)	Spring 2026 (Census)	% Difference	Spring 2025 (Census)	Spring 2026 (Census)	% Difference	Spring 2025 (Census)	Spring 2026 (Census)	% Difference
			Resident Enrollment			Non-Resident Enrollment			Grand Total		
UNIVERSITY OF NEBRASKA - LINCOLN	Undergraduate		13,651	13,770	0.9%	4,097	4,050	-1.1%	**17,748**	**17,820**	**0.4%**
		First-Time Freshman	27	26	-3.7%	35	17	-51.4%	**62**	**43**	**-30.6%**
		Transfer	155	170	9.7%	66	54	-18.2%	**221**	**224**	**1.4%**
		Total	**13,833**	**13,966**	**1.0%**	**4,198**	**4,121**	**-1.8%**	**18,031**	**18,087**	**0.3%**
	Graduate		1,491	1,417	-5.0%	2,383	2,300	-3.5%	**3,874**	**3,717**	**-4.1%**
		Total	**1,491**	**1,417**	**-5.0%**	**2,383**	**2,300**	**-3.5%**	**3,874**	**3,717**	**-4.1%**
	Professional		361	351	-2.8%	250	247	-1.2%	**611**	**598**	**-2.1%**
		Total	**361**	**351**	**-2.8%**	**250**	**247**	**-1.2%**	**611**	**598**	**-2.1%**
	TOTAL		**15,685**	**15,734**	**0.3%**	**6,831**	**6,668**	**-2.4%**	**22,516**	**22,402**	**-0.5%**
UNIVERSITY OF NEBRASKA MEDICAL CENTER	Undergraduate		782	812	3.8%	122	113	-7.4%	**904**	**925**	**2.3%**
		Transfer	110	181	64.5%	22	9	-59.1%	**132**	**190**	**43.9%**
		Total	**892**	**993**	**11.3%**	**144**	**122**	**-15.3%**	**1,036**	**1,115**	**7.6%**
	Graduate		350	320	-8.6%	411	395	-3.9%	**761**	**715**	**-6.0%**
		Total	**350**	**320**	**-8.6%**	**411**	**395**	**-3.9%**	**761**	**715**	**-6.0%**
	Professional		2,273	2,338	2.9%	589	588	-0.2%	**2,862**	**2,926**	**2.2%**
		Total	**2,273**	**2,338**	**2.9%**	**589**	**588**	**-0.2%**	**2,862**	**2,926**	**2.2%**
	TOTAL		**3,515**	**3,651**	**3.9%**	**1,144**	**1,105**	**-3.4%**	**4,659**	**4,756**	**2.1%**
UNIVERSITY OF NEBRASKA AT OMAHA	Undergraduate		9,097	8,936	-1.8%	1,342	1,360	1.3%	**10,439**	**10,296**	**-1.4%**
		First-Time Freshman	40	41	2.5%	15	34	126.7%	**55**	**75**	**36.4%**
		Transfer	308	288	-6.5%	141	119	-15.6%	**449**	**407**	**-9.4%**
		Total	**9,445**	**9,265**	**-1.9%**	**1,498**	**1,513**	**1.0%**	**10,943**	**10,778**	**-1.5%**
	Graduate		2,444	2,477	1.4%	689	610	-11.5%	**3,133**	**3,087**	**-1.5%**
		Total	**2,444**	**2,477**	**1.4%**	**689**	**610**	**-11.5%**	**3,133**	**3,087**	**-1.5%**
	TOTAL		**11,889**	**11,742**	**-1.2%**	**2,187**	**2,123**	**-2.9%**	**14,076**	**13,865**	**-1.5%**
UNIVERSITY OF NEBRASKA AT KEARNEY	Undergraduate		3,139	3,019	-3.8%	601	555	-7.7%	**3,740**	**3,574**	**-4.4%**
		First-Time Freshman	15	10	-33.3%	11	9	-18.2%	**26**	**19**	**-26.9%**
		Transfer	97	95	-2.1%	31	48	54.8%	**128**	**143**	**11.7%**
		Total	**3,251**	**3,124**	**-3.9%**	**643**	**612**	**-4.8%**	**3,894**	**3,736**	**-4.1%**
	Graduate		1,305	1,246	-4.5%	341	318	-6.7%	**1,646**	**1,564**	**-5.0%**
		Total	**1,305**	**1,246**	**-4.5%**	**341**	**318**	**-6.7%**	**1,646**	**1,564**	**-5.0%**
	TOTAL		**4,556**	**4,370**	**-4.1%**	**984**	**930**	**-5.5%**	**5,540**	**5,300**	**-4.3%**
NEBRASKA COLLEGE OF TECHNICAL AGRICULTURE	Undergraduate		120	114	-5.0%	57	62	8.8%	**177**	**176**	**-0.6%**
		First-Time Freshman	2	3	50.0%	0	2	0.0%	**2**	**5**	**150.0%**
		Transfer	3	8	166.7%	2	4	100.0%	**5**	**12**	**140.0%**
		Total	**125**	**125**	**0.0%**	**59**	**68**	**15.3%**	**184**	**193**	**4.9%**
	TOTAL		**125**	**125**	**0.0%**	**59**	**68**	**15.3%**	**184**	**193**	**4.9%**
Grand Total			**35,770**	**35,622**	**-0.4%**	**11,205**	**10,894**	**-2.8%**	**46,975**	**46,516**	**-1.0%**

UNIVERSITY OF NEBRASKA
SUMMARY - HEADCOUNT ENROLLMENT REPORT
COMPARING-Spring 2025 (Census) Spring 2026 (Census)

Campus	Spring 2025 (Census)	Spring 2026 (Census)	Difference	% Difference
UNIVERSITY OF NEBRASKA - LINCOLN	285,632	282,434	(3,198.00)	-1.12%
UNIVERSITY OF NEBRASKA MEDICAL CENTER	60,536	62,060	1,524.00	2.52%
UNIVERSITY OF NEBRASKA AT OMAHA	162,413	157,958	(4,455.00)	-2.74%
UNIVERSITY OF NEBRASKA AT KEARNEY	60,131	57,509	(2,622.50)	-4.36%
NEBRASKA COLLEGE OF TECHNICAL AGRICULTURE	2,617	2,704	87.00	3.32%
GRAND TOTAL	571,329	562,664	(8,664.50)	-1.52%

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Report Naming of the gross anatomy lab at the University of Nebraska Medical Center

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

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

PRESENTER: Jennie Bartholomew, Associate Vice President, Capital Projects

PURPOSE & KEY POINTS

The gross anatomy lab at the University of Nebraska Medical Center will be renamed the Shailendra and Sandhya Saxena Gross Anatomy Laboratory. This renaming comes as a result of support from the Shikhar & Kristina Saxena Family Foundation that will be used to transform anatomy at UNMC.

The University of Nebraska Medical Center (UNMC) has a well-established tradition in anatomy education, supported by the Department of Genetics, Cell Biology, and Anatomy (GCBA). With a goal to educate health care professionals in a high-quality environment, the department offers over 80 residency and fellowship programs and train more than 700 house officers. Their programs train students for careers in the allied health, as physicians, as professors of anatomy education. Exceptional anatomy education faces funding challenges that will be addressed by this generous support.

CBA will use this funding at its discretion to advance student learning and anatomy education. One such way of doing this will be to make technological upgrades that enhances learning. The funding can also be used to recruit and retain the best and brightest students for their graduate programs regardless of financial background. In addition, the funding could be used for extension education—research in specific promising areas and then giving those researchers the opportunity to present such research and national or international conferences. Another possible use of funding would to be bring in experts to lecture on particular area of study that will benefit educator and students alike.

GCBA is honored to that the Shailendra and Sandhya Saxena Gross Anatomy Laboratory will be named after a family who has such a rich history in the department and eager to use their support as a catalyst for exceptional anatomy education.

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Report on Licenses ending December 31, 2025, for University of Nebraska Medical Center

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

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

PRESENTERS: H. Dele Davies, Interim Chancellor
Michael Dixon, Director, UNeMed

Licenses and Options Executed
July 1, 2025 – December 31, 202

Type of Action	Campus	Licensee	Description of Product/Service	Term of License	Effective Date	Contractual Requirements
Intellectual Property Option	UNMC	Akiya Innovation Foundry	Improved PAPR for Respiratory Protection	6 Months	7/26/2025	Patent Costs
Intellectual Property Exclusive License	UNMC	HemaGlobal, LLC	Blood Smear Device	Life of Intellectual Property	7/30/2025	Milestone Payments, Minimum Royalties, Sublicensing, Royalties, Liquidation/IPO Fee, Patent Costs
Intellectual Property Exclusive License	UNMC	Family Room, LLC	Remote ICU App	Life of Intellectual Property	8/13/2025	Milestone Payments, Minimum Royalties, Sublicensing, Royalties, Equity
Educational Material License Non-Exclusive	UNMC	Avera Health	Fall Risk Prevention Education Video	Five Years	10/15/2025	N/A
Intellectual Property Exclusive License	UNMC	Aquablade Vascular, LLC	Aquablade	Life of Intellectual Property	10/17/2025	Milestone Payments, Minimum Royalties, Sublicensing, Royalties, Equity, Patent Costs
Research Tools License Non-Exclusive	UNMC	Cell Signaling Technology, Inc.	Plakophilin and Desmoplakin Antibodies	Ten Years	10/30/2025	Upfront License Fee, Royalties
Intellectual Property Non-Exclusive	UNMC	Drugs for Neglected Diseases Initiative	Therapeutics for the Treatment of Schistosomiasis	Life of Intellectual Property	12/10/2025	Revenue Sharing

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Report of Bids and Contracts

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

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

PRESENTERS: Anne Barnes, Senior 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 January 31, 2026.

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 December 1, 2025– January 31, 2026
NU Facilities, Planning and Capital Programs (UNK, UNL, UNMC, UNO)
Business and Finance Report – Bids and Contracts

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Equipment	UNL	Devaney Seating Modifications	Campus Funds	$3,677,543	$3,668,274	Irwin Seating Co	Cooperative Pricing
Construction	UNL	East Campus New Rodeo Space	Foundation	$2,588,000	$2,587,833	Arrowhead Development LLC	Formal Bid
Construction	UNL	Memorial Stadium (multiple) Improvements	UNFC ILP	$27,839,595	$4,335,772	Kiewit Bldg Group Inc	CMR GMP**
Construction	UNL	Memorial Stadium (multiple) Improvements	UNFC ILP	$27,839,595	$17,566,748	Kiewit Bldg Group Inc	CMR GMP**
Consultant	UNL	Memorial Stadium (multiple) Improvements	UNFC ILP	$25,340,511	$8,793,750	HDR Architecture, Inc	A/E Amendment
Construction	UNL	Nebraska Hall (C024) Data Center LB384 Improvements	LB384 / Campus Funds	$2,384,000	$2,384,000	Kingery Construction Co	Formal Bid
Design Amendment	UNMC	Design Thermal Energy Storage	Donor/UNMC F&A/Nebraska Medicine	$92,500,000	$3,260,000	Burns & McDonnell Engineering Co	CMR
Utilities	UNMC	OPPD Design	Donor/UNMC F&A/Nebraska Medicine	$128,095,017	$6,052,274	OPPD	Sole Source
Design	UNMC	Design Thermal Energy Storage	Donor/UNMC F&A/Nebraska Medicine	$92,500,000	$2,830,000	Burns & McDonnell Engineering Co	CMR

*Approved budget amount represents the entirety of the applicable budget lines.
** GMP = Guaranteed Maximum Price; entry is a GMP amendment to a prior contract.

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Report of Gifts, Grants, Contracts and Bequests
University of Nebraska at Kearney

☐ Review ☐ Review + Action ☐ Action ☐ Discussion

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

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

PURPOSE & KEY POINTS

University of Nebraska at Kearney
Report of Gifts, Grants, Contracts and Bequests Accepted During the Quarter
October 1, 2025 through December 31, 2025

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
07/01/2025 – 09/30/2025	$ 5,908,338	$ 5,286,104	$0	$ 20,852	$11,215,294
10/01/2025 – 12/31/2025	$ 9,723,305	$ 561,116	$0	$ 26,699	$10,311,120
01/01/2026 – 03/31/2026	$ 0	$ 0	$0	$ 0	$ 0
04/01/2026 – 06/30/2026	$ 0	$ 0	$0	$ 0	$ 0
Fiscal YTD Totals	$15,631,305	$ 5,847,220	$0	$ 47,551	$21,526,414
2024-2025 Totals	$12,412,211	$18,426,398	$1,649	$ 865,794	$31,706,052
2023-2024 Totals	$ 828,891	$ 5,201,794	$0	$ 170,884	$ 6,201,569

A - Gifts of $100,000 or more are itemized on the attached pages
B - Grants of $1,000,000 or more are itemized on the attached pages
C - All bequests are itemized on the attached pages
D - Contracts of $400,000 or more are itemized on the attached pages

UNIVERSITY OF NEBRASKA AT KEARNEY
REPORT OF AWARDS
WHICH REQUIRES SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER October 1, - December 31, 2025

Gifts/Bequests $100,000 and over

Donor	Purpose	Amount
NU Foundation	EdSights #6232	$1,361,439
NU Foundation	HSEC Phase 2	$6,362,465
NU Foundation	Student Scholarships	$1,490,757
City of Kearney	HSEC Phase 3	$ 330,000
Subtotal		$9,544,661
Total amount of Gifts under $100,000		$ 178,644
Total Gifts for the Quarter		$9,723,305

Grants $1,000,000 and over

Grantor	Grantee Department	Purpose	Amount
Subtotal			$ 0
Total amount of Grants under $1,000,000			$ 561,116
Total Grants for the Quarter			$ 561,116

Contracts $400,000 and over

Grantor	Grantee Department	Purpose	Amount
Nebraska Medicine	Cancer Center	UV Custodial and Maintenance Services	$1,850,469

Subtotal	$ 0
Total amount of Contracts under $400,000	$ 26,699
Total Contracts for the Quarter	$ 26,699

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Report of Gifts, Grants, Contracts and Bequests
University of Nebraska-Lincoln

☐ Review ☐ Review + Action ☐ Action ☐ Discussion

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

PRESENTERS: Katherine S. Ankerson, Interim Chancellor
Jennifer Mize Nelson, Interim Vice Chancellor of Research & Innovation

PURPOSE & KEY POINTS

University of Nebraska-Lincoln
Report of Gifts, Grants, Contracts and Bequests Accepted During the Quarter
October 1, 2025, through December 31, 2025

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
07/01/2025 – 09/30/2025	$367,786	$86,612,037	$0	$15,007,283	$101,987,106
10/01/2025 – 12/31/2025	991,759	62,431,804	0	7,985,787	71,409,350
01/01/2026 – 03/31/2026	0	0	0	0	0
04/01/2026 – 06/30/2026	0	0	0	0	0
Fiscal YTD Totals	$1,359,545	$149,043,841	$0	$22,993,070	$173,396,456
2024-2025 Totals	$1,991,150	$291,015,611	$200,000	$37,970,989	$331,177,750
2023-2024 Totals	$914,168	$306,767,602	$0	$39,712,319	$347,394,089

A - Gifts of $100,000 or more are itemized on the attached pages
B - Grants of $1,000,000 or more are itemized on the attached pages
C - All bequests are itemized on the attached pages
D - Contracts of $400,000 or more are itemized on the attached pages

UNIVERSITY OF NEBRASKA-LINCOLN
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER October 1, 2025 – December 31, 2025

Gifts/Bequests $100,000 and over

Donor	Purpose	Amount
Jones, Kenneth	Collection of Books Pertaining to the Fur Trade	$859,000

Subtotal	$859,000
Total amount of Gifts under $100,000	$132,759
Total Gifts for the Quarter	$991,759

****

Grants $1,000,000 and over

Grantor	Grantee Department	Purpose	Amount
Dept of Agriculture-FS	John Erixson NE State Forest Service	Community Wildfire Defense Grant 2024 (FY25) West (Nebraska)	$24,803,726
Dept of Agriculture-NIFA	Brad Lubben Department of Agricultural Economics	North Central Extension Risk Management Education Center	$2,121,750
Dept of Agriculture-ARS	Derek McLean Dean's Office for Agricultural Research Division	Support Effort for Developing Scientific Information and New Technology to Solve High Priority Problems for U.S. Beef, Sheep and Swine Industries	$2,000,000
DHHS-NIEHS	Yusong Li Department of Civil and Environmental Engineering	Decoding Exposure and Health Risks: Analyzing the Release of Nano- and Micro-Plastics from Plastic Food Containers into Water and Beverages	$1,479,178

Dept of Energy	Xia Hong Department of Physics and Astronomy	Emergent Interface Phenomena Enabled by Ferroelectric Oxide Thin Films and Membranes	$1,256,341
DHHS-Nat Inst Gen Medical Sci	Jiantao Guo Department of Chemistry	Nebraska Center for Integrated Biomolecular Communication, Phase 2	$1,134,056
Dept of Agriculture-ARS	Derek McLean Dean's Office for Agricultural Research Division	Support Effort for Developing Scientific Information and New Technology to Solve High Priority Problems for U.S. Beef, Sheep and Swine Industries	$1,000,000
		Subtotal	$33,795,051
		Total amount of all Grants under $1,000,000	$28,636,753
		Total Grants for the Quarter	$62,431,804

****

Contracts $400,000 and over

Grantor	Grantee Department	Purpose	Amount
Industry Sponsor	Ronald Faller Midwest Roadside Safety	Low-Cost, Sacrificial, Energy-Absorbing, Crash Cushion	$1,694,437
DOD-Army Corps of Engineers	Ruben Behnke School of Natural Resources	Upper Missouri Basin Soil Moisture and Snowpack Monitoring	$904,937
Natl Strategic Rsch Inst (NSRI)	David Berkowitz Department of Chemistry	Medical Countermeasure Drug Discovery and Development	$495,450
		Subtotal	$3,094,824
		Total amount of Contracts under $400,000	$4,890,963
		Total Contracts for the Quarter	$7,985,787

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Report of Gifts, Grants, Contracts, and Bequests
University of Nebraska Medical Center

☐ Review ☐ Review + Action ☐ Action ☐ Discussion

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

PRESENTERS: H. Dele Davies, Interim Chancellor
Kenneth W. Bayles, Vice Chancellor of Research

PURPOSE & KEY POINTS

University of Nebraska Medical Center
Report of Gifts, Grants, Contracts and Bequests Accepted During the Quarter
October 1, 2025, through December 31, 2025

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
07/01/2025 – 09/30/2025	$275,370	$74,369,852	$0	$38,307,494	$112,952,716
10/01/2025 – 12/31/2025	$225,516	$8,709,798	$0	$41,450,485	$50,385,799
01/01/2026 – 03/31/2026					
04/01/2026 – 06/30/2026					
Fiscal YTD Totals	$500,886	$83,079,650	$0	$79,757,979	$163,338,515
2024-2025 Totals	$900,468	$125,951,382	$0	$96,038,402	$222,890,252
2023-2024 Totals	$941,743	$129,072,380	$17,716	$92,259,070	$222,290,909

A - Gifts of $100,000 or more are itemized on the attached pages
B - Grants of $1,000,000 or more are itemized on the attached pages
C - All bequests are itemized on the attached pages
D - Contracts of $400,000 or more are itemized on the attached pages

UNIVERSITY OF NEBRASKA MEDICAL CENTER
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER October 1, 2025 – December 31, 2025

Gifts/Bequests $100,000 and over

Donor	Purpose	Amount
Hattie B. Munroe Foundation	Camp Munroe	$157,462
	Subtotal	$157,462
	Total amount of Gifts under $100,000	$68,053
	Total Gifts for the Quarter	$225,515

****

Grants $1,000,000 and over

Grantor	Grantee Department	Purpose	Amount
U.S. Department of Education	MMI Psychology	Addressing Student Mental Health in High Need Schools: NE SMH Training Program	$1,200,000
U.S. Department of Education	MMI Psychology	Addressing Student Mental Health in High Need Schools: NE SMH Training Program	$1,200,000
	Subtotal		$2,400,000
	Total amount of all Grants under $1,000,000		$6,309,798
	Total Grants for the Quarter		$8,709,798

****

Contracts $400,000 and over

Grantor	Grantee Department	Purpose	Amount
NE DHHS	Pathology, Microbiology &	Bioterrorism Laboratory Services Agreement	$510,000

	Immunolog		
Emory University	COPH Environ, Agri & Occ Health	National Ebola Training and Education Center	$17,105,019
University of Southern California	Neurological Sciences	Anti-Amyloid Treatment in Asymptomatic Alzheimers Disease (A4 Study)	$639,807
Wichita State University	Obstetrics/Gynecology	The Aging Pituitary/Gonadal Axis Project 2: Role of Glycosylation in FSH Signaling in FSH Target Cells	$414,423
NE DHHS	Int Med Infectious Diseases	Nebraska Antimicrobial Stewardship Assessment Program (ASAP) and Infection Control Assessment Program (ICAP)	$608,617
Nebraska Medical Center	Int Med Infectious Diseases	Regional Emerging Special Pathogen Treatment Center - Region VII	$566,117
Westat, Inc.	COPH Health Promotion	Wellness Advocacy Zones: Opportunities for Kinship Involvement	$1,500,000
Poppy Health, Inc.	Pathology, Microbiology & Immunolog	BREATHE Program	$1,413,695
Immatics US, Inc.	Int Med Oncology/Hematology	A prospective, multicenter, open-label, randomized, actively controlled, parallel-group Phase 3 clinical trial to evaluate efficacy, safety, and tolerability of IMA203 versus investigators choice in patients with previously treated, unrese...(IMA203-301)	$864,142
Revolution Medicines, Inc	Int Med Oncology/Hematology	A Platform Study of RAS(ON) Inhibitors in Patients With Gastrointestinal Solid Tumors (ONC-RASON)	$618,867
Lyell Immunopharma, Inc.	Int Med Oncology/Hematology	A PHASE 1/2 MULTI-CENTER STUDY EVALUATING THE SAFETY AND EFFICACY OF LYL314, A CD19/CD20	$884,483

		DUAL-TARGETING CHIMERIC ANTIGEN RECEPTOR T-CELL THERAPY IN PARTICIPANTS WITH AGGRESSIVE B-CELL NON-HODGKIN LYMPHOMA (LYL314-101)	
Arcus Biosciences, Inc.	Int Med Oncology/Hematology	A Randomized, Double-Blind, Active-Control, Multicenter Phase 3 Trial of Casdatifan and Cabozantinib Versus Placebo and Cabozantinib in Patients With Advanced Clear Cell Renal Cell Carcinoma (PEAK-1)	$456,661
Merck Sharp & Dohme Corp.	Int Med Oncology/Hematology	A Phase 3, Randomized, Open-label, Multicenter Clinical Study to Evaluate the Safety and Efficacy of MK-1084, Cetuximab, and mFOLFOX6 versus mFOLFOX6 With or Without Bevacizumab as First-line Treatment of Participants With KRA..(KANDLELIT-012)(MK1084-012)	$626,478
Blueprint Biosecurity	Pathology, Microbiology & Immunolog	Exposure of Human Aerosols to far-UVC Light for pathogen Elimination (EXHALE) program	$500,350
		Subtotal	$26,708,659
		Total amount of Contracts under $400,000	$14,741,826
		Total Contracts for the Quarter	$41,450,485

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Approve the Report of Gifts, Grants, Contracts and Bequests
University of Nebraska Omaha

☐ Review ☐ Review + Action ☐ Action ☐ Discussion

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

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

PURPOSE & KEY POINTS

University of Nebraska Omaha
Report of Gifts, Grants, Contracts and Bequests Accepted During the Quarter
October 1, 2025, through December 31, 2025

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
07/01/2025 – 09/30/2025	$2,641,829	$26,437,151	$0	$6,905,899	$35,984,879
10/01/2025 – 12/31/2025	$5,822,936	$13,782,236	$0	$455,564	$20,060,736
01/01/2026 – 03/31/2026	$	$	$0	$	$
04/01/2026 – 06/30/2026	$	$	$0	$	$
Fiscal YTD Totals	$8,464,765	$40,219,387	$	$7,361,463	$56,045,615
2024-2025 Totals	$19,345,175	$60,048,709	$80,199	$9,864,212	$89,338,295
2023-2024 Totals	$16,112,610	$56,986,314	$140,668	$7,723,982	$80,963,574

A - Gifts of $100,000 or more are itemized on the attached pages
B - Grants of $1,000,000 or more are itemized on the attached pages
C - All bequests are itemized on the attached pages
D - Contracts of $400,000 or more are itemized on the attached pages

UNIVERSITY OF NEBRASKA OMAHA
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER JULY 1, 2025 – SEPTEMBER 30, 2025

Gifts/Bequests $100,000 and over

Donor	Purpose	Amount
UNF	Lozier Foundation	$672,848
UNF	Weitz Innov & Excellence	$439,593
UNF	FYE	$257,825
UNF	Service-Learning Academy	$212,249
UNF	TransFERmation	$143,591
UNF	Scott Scholars	$2,194,282
Pettengill	Pettengill CBA Support	$393,598
UNF	Support Fund	$354,856
UNF	Walter Scott Jr. Scholarships	$233,300
	Subtotal	$4,902,142
	Total amount of Gifts under $100,000	$920,794
	Total Gifts for the Quarter	$5,822,936

****

Grants $1,000,000 and over

Grantor	Grantee Department	Purpose	Amount
Dept of Homeland Security	Office of Research and Creative Activity	Research	$4,600,000
Dept of Energy	Physics	Research	$2,471,214
University of Nebraska Foundation	College of Arts & Sciences - Dean's Office	Instruction/Training	$1,900,000
	Subtotal		$8,971,214
	Total amount of all Grants under1,000,000		$4,811,022
	Total Grants for the Quarter		$13,782,236

****

Contracts $400,000 and over

Subtotal	$0
Total amount of Contracts under $400,000	$455,564
Total Contracts for the Quarter	$455,564

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

AGENDA ITEM: Report of Gifts, Grants, Contracts and Bequests
University of Nebraska Office of the President

☐ Review ☐ Review + Action ☐ Action ☐ Discussion

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

PRESENTERS: David Jackson, Interim Executive Vice President & Provost

PURPOSE & KEY POINTS

University of Nebraska Office of the President
Report of Gifts, Grants, Contracts and Bequests Accepted During the Quarter
October 1, 2025, through December 31, 2025

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
07/01/2025 – 09/30/2025	$0	$4,100,980	$0	$2,506,919	$6,607,899
10/01/2025 – 12/31/2025	0	558,368	0	29,187	587,555
01/01/2026 – 03/31/2026	0	0	0	0	0
04/01/2026 – 06/30/2026	0	0	0	0	0
Fiscal YTD Totals	$0	$4,659,348	$0	$2,536,106	$7,195,454
2024-2025 Totals	$0	$3,280,555	$0	$1,277,329	$4,557,884
2023-2024 Totals	$0	$6,593,190	$0	$527,255	$7,120,445

A - Gifts of $100,000 or more are itemized on the attached pages
B - Grants of $1,000,000 or more are itemized on the attached pages
C - All bequests are itemized on the attached pages
D - Contracts of $400,000 or more are itemized on the attached pages

UNIVERSITY OF NEBRASKA OFFICE OF THE PRESIDENT
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER October 1, 2025 – December 31, 2025

Gifts/Bequests $100,000 and over

Donor	Purpose	Amount
	Subtotal	$0
	Total amount of Gifts under $100,000	$0
	Total Gifts for the Quarter	$0

****

Grants $1,000,000 and over

Grantor	Grantee Department	Purpose	Amount
		Subtotal	$0
		Total amount of all Grants under $1,000,000	$558,368
		Total Grants for the Quarter	$558,368

****

Contracts $400,000 and over

Grantor	Grantee Department	Purpose	Amount
		Subtotal	$0
		Total amount of Contracts under $400,000	$29,187
		Total Contracts for the Quarter	$29,187

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Business and Finance **April 24, 2026**

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 December 31, 2025.

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2025

KEARNEY

Calvin T. Ryan Library LB384 Renovation

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	10-08-21	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	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	08-25-24	MCL Construction	03-01-22	$11,000	1	$19,181,145	3	$457,905	$19,650,050	CM at Risk Selection	Total Project Cost:	$25,000,000
Phase:	Closeout											% funds expended:	99.6%

		Amendments this quarter	Change Orders this quarter		Funding Source	
FINAL REPORT	Project completed on schedule and under budget.	None	MCL CO-2	($81,705)	State Funds LB384	$25,000,000
	Project savings reallocated to other deferred maintenance needs				Total Funding	$25,000,000

Douglas A. Kristensen Rural Health Education Complex

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	08-11-22	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$69,173,000
Construction Start:	09-30-23		RDG Planning & Design	06-16-23	$5,338,300			2	$70,735	$5,409,035	A/E Selection	Non Construction:	$25,827,000
Construction End Date:	07-31-25	12-31-25	MCL Construction	01-31-23	$7,500	2	$63,917,500	3	$0	$63,925,000	CM at Risk Selection	Total Project Cost:	$95,000,000
Phase:	Construction											% funds expended:	83%

	Amendments this quarter	Change Orders this quarter		Funding Source	
	None	RDG CO-2	$33,000	Federal	$60,000,000
				Private/Trust	$35,000,000
				Total Funding	$95,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects
As of December 31, 2025

LINCOLN

Agricultural Hall HVAC and Fire Sprinkler

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	02-09-24	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$4,992,026
Construction Start:	7/3/2023		Alvine & Assoc	7/7/2023	$252,000			2	$25,900	$277,900	A/E Four Year	Non Construction:	$568,045
Construction End Date:	5/17/2024	07-30-24	BIC Construction LLC	07-03-23	$3,620,000			13	$11,836	$3,631,836	Low Responsible Bid	Total Project Cost:	$5,560,071
Phase:	Construction											% funds expended:	96%

Amendments this quarter
None

Change Orders this quarter
None

Funding Source

State Funds LB384	$5,760,071
Total Funding	$5,760,071

Andrews Hall Air Handling Unit Replacement

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	12-02-22	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$5,294,256
Construction Start:	5/22/2023		Farris Engineering Inc.	11/22/2021	$360,500			1	$43,000	$403,500	A/E Four Year	Non Construction:	$724,444
Construction End Date:	5/17/2024		Farris Engineering Inc.	11/22/2021	$45,310					$45,310	A/E Four Year	Total Project Cost:	$6,018,700
Phase:	Closeout	12-09-25	BIC Construction LLC	06-16-23	$3,461,000			11	$297,409	$3,758,409	Low Responsible Bid	% funds expended:	94%

Warranty work items in progress

Amendments this quarter
None

Change Orders this quarter
None

Funding Source

State Funds LB384	$6,018,700
Total Funding	$6,018,700

Architecture Complex LB384 Renovation

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	04-08-22	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$24,211,940
Construction Start:	11/30/2022		HDR Architecture, Inc	8/25/2022	$1,130,000			2	$383,500	$1,513,500	A/E Selection	Non Construction:	$3,059,160
Construction End Date:	8/31/2023	08-25-25	The Whiting-Turner Contracting	10-31-22	$32,024	4	$22,226,247	1	$446,390	$22,704,661	CM at Risk Selection	Total Project Cost:	$27,271,100
Phase:	Construction											% funds expended:	96%

Amendments this quarter
None

Change Orders this quarter
None

Funding Source

Private/Trust	$2,806,119
State Funds LB384	$24,464,981
Total Funding	$27,271,100

Carolyn Pope Edwards Hall, formerly Mabel Lee Hall Replacement Building (LB957)

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	06-01-17	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$35,815,318
Construction Start:	01-31-20		Sinclair, Hille & Associates, Inc.	10/12/2017	$2,450,000			3	$361,776	$2,811,776	A/E Selection	Non Construction:	$10,184,682
Construction End Date:	11-30-21	8/8/2022	Hausmann Construction, Inc.	2/4/2020	$28,541,600			16	$1,377,211	$29,918,811	Low Responsible Bid	Total Project Cost:	$46,000,000
Phase:	Closeout	10/25/2024	Dickey-Hinds-Muir Incorporate	2/3/2023	$1,124,200			5	$106,971	$1,231,171	Low Responsible Bid	% funds expended:	98%
		12/31/2023	Hausmann Construction, Inc.	9/7/2023	$258,334			3	$18,122	$276,456	Non-Competitive	**Funding Source**	

FINAL REPORT Project completed under budget; duration exceeded the baseline schedule

Amendments this quarter
None

Change Orders this quarter
None

Private/Trust	$6,000,000
State Appropriations	$40,000,000
Total Funding	$46,000,000

Feedlot Innovation Center at ENREEC

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	06-23-22	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$7,012,729
Construction Start:	09-30-22	1/28/2025	Settje Agri-Services & Engineeri	7/20/2021	$267,000	1	$4,700,019	7	$2,102,342	$7,069,361	Design-Build	Non Construction:	$487,271
Construction End Date:	09-30-23											Total Project Cost:	$7,500,000
Phase:	Closeout											% funds expended:	99%

Amendments this quarter
None

Change Orders this quarter
None

Funding Source

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		Approved Budget	
Project Approved:	10-25-19	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$100,718,975
Construction Start:	03-31-21		Clark & Enersen, Inc.	5/13/2020	$5,700,000			7	$610,533	$6,310,533	A/E Selection	Non Construction:	$14,281,025
Construction End Date:	11-30-23	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:	Closeout											% funds expended:	99%

FINAL REPORT Project completed on budget; duration exceeded the baseline schedule

Amendments this quarter
None

Change Orders this quarter
C&E CO-7 $4,000

Funding Source

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		Approved Budget	
Project Approved:	12-03-21	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$13,963,917
Construction Start:	08-31-22		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:	08-31-24	3/21/2025	Sampson Construction Co.,	9/11/2023	$12,980,882			25	$234,210	$13,215,092	Low Responsible Bid	Total Project Cost:	$16,073,965
Phase:	Closeout											% funds expended:	99%

Amendments this quarter
None

Change Orders this quarter
Sam CO-24 $9,801
Sam CO-25 $17,111

Funding Source

State Funds LB384	$16,073,965
Total Funding	$16,073,965

Lied Center for Performing Arts Renovation and Addition

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	12-03-21	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$27,854,095
Construction Start:	06-30-22		HDR Architecture, Inc	12/12/2022	$238,710					$238,710	A/E Selection	Non Construction:	$7,145,905
Construction End Date:	08-31-24		HDR Architecture, Inc	8/31/2023	$2,086,442			1	$1,425,100	$3,511,542	A/E Selection	Total Project Cost:	$35,000,000
Phase:	Construction		Architectural Wall Systems LLC	10/16/2023	$89,193					$89,193	A/E Selection	% funds expended:	17%
		12/5/2025	The Whiting-Turner Contracting	12/13/2022	$181,705	4	$2,162,099			$2,343,804	CM at Risk Selection	**Funding Source**	

CO issued for full design services

Amendments this quarter
None

Change Orders this quarter
HDR CO-2 $1,425,100

Foundation/Trust	$32,800,000
Campus Funds	$2,200,000
Total Funding	$35,000,000

Memorial Stadium Improvement Project

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	10-05-23	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$44,440,995
Construction Start:			HDR Architecture, Inc *	4/7/2023	$12,400,000			1	($2,707,081)	$9,692,919	A/E Selection	Non Construction:	$49,509,005
Construction End Date:			HDR Architecture, Inc	4/1/2025	$7,000,000			2	$12,718,750	$19,718,750	A/E Selection	Total Project Cost:	$93,950,000
Phase:	Design	6/30/2026	Kiewit Building Group Inc	12/3/2023	$1,800,000	2	$2,834,995	3	$1,346,171	$5,981,166	CM at Risk Selection	% funds expended:	52%

*Contract amount includes Feasibility Study

Amendments this quarter
None

Change Orders this quarter
HDR CO-2 $8,793,750
Kiewit CO-3 $442,408
Kiewit CO-4 ($92,160)
Kiewit CO-5 $995,923

Funding Source

Foundation / Trust	$45,450,000
UNFC ILP	$48,500,000
Total Funding	$93,950,000

COs issued to extend pre-construction services and a credit for earlier enabling work

Morrill Hall LB384 Renovation

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	12-03-21	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$7,424,402
Construction Start:	03-31-22		Kenneth Hahn Architects	3/21/2022	$700,000					$700,000	A/E Four Year	Non Construction:	$1,262,500
Construction End Date:	12-31-23	3/7/2025	Rogge General Contractors, Inc	4/24/2023	$5,946,500			10	$784,756	$6,731,256	Low Responsible Bid	Total Project Cost:	$8,686,902
Phase:	Closeout											% funds expended:	93%

Amendments this quarter
None

Change Orders this quarter
None

Funding Source

State Funds LB384	$9,265,000
Total Funding	$9,265,000

Neihardt Center LB384 Renovation

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	08-11-22	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$5,673,556
Construction Start:	12-31-22		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:	05-31-24	12/13/2024	Sampson Construction Co., Inc	3/6/2023	$20,000	5	$4,950,660	2	($486,355)	$4,484,305	CM at Risk Selection	Total Project Cost:	$8,000,000
Phase:	Closeout											% funds expended:	89%

FINAL REPORT Project completed under budget
Unused funds reallocated to other deferred maintenance projects

Amendments this quarter
None

Change Orders this quarter
Sam CO-7 ($495,242)

Funding Source

State Funds LB384	$8,000,000
Total Funding	$8,000,000

North Stadium Expansion

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	10-25-19	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$133,718,918
Construction Start:	04-30-21		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:	04-30-23	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:	Closeout											% funds expended:	99%

FINAL REPORT Final duration and costs exceeded baseline projections

Amendments this quarter
None

Change Orders this quarter
None

Funding Source

Campus Funds	$763,248
Revenue Bonds	$50,924,769
Private/Trust	$114,833,498
Total Funding	$166,521,515

Outdoor Track Replacement

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	02-07-20	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$22,718,583
Construction Start:	03-31-20		Clark & Enersen, Inc.	11/5/2019	$675,000			2	$297,000	$972,000	A/E Four Year	Non Construction:	$3,285,417
Construction End Date:	03-31-21	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:	87%
		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
		11/18/2025	Hausmann Construction, Inc.	10/14/2024	$7,529,000			9	$1,485,046	$9,014,046	Low Responsible Bid	Total Funding	$26,004,000

COs issued to address errors & omissions and unforeseen/existing conditions

Amendments this quarter
None

Change Orders this quarter
Hau CO-7 $36,352
Hau CO-8 $8,106
Hau CO-9 $24,259

Pershing Military & Naval Science Building LB384 Renovation

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	12-03-21	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$10,063,189
Construction Start:	03-31-22		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:	12-31-23	11/12/2025	BIC Construction LLC	11/22/2023	$6,739,000			18	$939,959	$7,678,959	Low Responsible Bid	Total Project Cost:	$11,361,300
Phase:	Closeout											% funds expended:	92%

COs issued to address errors and omissions and elevator code changes

Amendments this quarter
None

Change Orders this quarter
BIC CO-16 $17,605
BIC CO-17 $11,147
BIC CO-18 $5,839

Funding Source

State Funds LB384	$11,025,398
Campus Funds	$335,902
Total Funding	$11,361,300

Scott Engineering Center Renovation & Link Replacement (LB957 & LB384)

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	08-03-18	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$69,879,718
Construction Start:	06-30-19		RDG Schutte Wilscam Birge Inc	12/11/2018	$5,651,000			5	$605,000	$6,256,000	A/E Selection	Non Construction:	$10,767,790
Construction End Date:	09-30-22	8/20/2024	Hausmann Construction, Inc.	12/12/2018	$35,000	2	$62,606,412	28	$2,392,269	$65,033,681	CM at Risk Selection	Total Project Cost:	$80,647,508
Phase:	Closeout											% funds expended:	99%

Amendments this quarter
None

Change Orders this quarter
None

Funding Source

State Appropriations	$72,000,000
Private/Trust	$5,456,000
State Funds LB384	$3,191,508
Total Funding	$80,647,508

Westbrook Music Building LB384 Replacement Project

BoR Schedule Dates		Contracts			Original	# of	Total	# of	Total	Current		Approved Budget	
Project Approved:	12-03-21	**Sub. Comp.**	**Provider**	**Date**	**Amount**	**Amend**	**Amend Amt**	**COs**	**CO Amt**	**Amount**	**Procurement Method**	Construction:	$67,960,461
Construction Start:	05-31-23		Sinclair, Hille & Associates, Inc.	4/20/2022	$4,999,900			4	$350,150	$5,350,050	A/E Selection	Non Construction:	$14,210,010
Construction End Date:	05-31-25	3/26/2026	Hausmann Construction, Inc.	9/9/2022	$75,000	4	$62,958,163	9	$1,596,623	$64,629,786	CM at Risk Selection	Total Project Cost:	$82,170,472
Phase:	Construction											% funds expended:	93%

COs issued for landscape revisions for 10th street widening, unforeseen repairs to existing masonry wall found to be in poor condition, and 41 other refinements/changes

Amendments this quarter
None

Change Orders this quarter
Hau CO-12 $481,751
Hau CO-13 $337,375

Funding Source

State Funds LB384	$81,820,472
Other (City of Lincoln)	$350,000
Total Funding	$82,170,472

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of January 31, 2026

MEDICAL CENTER

Campus Heating Hot Water Expansion (LB384)

BoR Schedule Dates
Project Approved: 03-11-22
Construction Start: 4/30/2021
Construction End Date: 10/31/2024
Phase: Construction

Contracts Sub. Comp.	Provider	Date	Original Amount	# of Amend	Total Amend Amt	# of COs	Total CO Amt	Current Amount	Procurement Method
	Farris Engineering	4/25/2022	$696,800					$696,800	4 Year Agreement
	SYS-Kool LLC	6/27/2022	$1,047,710					$1,047,710	Sole Source
	Kiewit Building Group	01-11-23	$10,176,317			1	$0	$10,176,317	CMR Selection Process

Amendments this quarter
None

Change Orders this quarter
None

Approved Budget

Construction:	$13,938,500
Non Construction:	$1,061,500
Total Project Cost:	$15,000,000
% funds expended:	99.60%

Funding Source

LB384	$14,940,600
Total Funding	$15,000,000

Campus Utility and Public Safety Infrastructure

BoR Schedule Dates
Project Approved: 02-07-25
Construction Start: 5/1/2023
Construction End Date: 5/31/2026
Phase: Design

Contracts Sub. Comp.	Provider	Date	Original Amount	# of Amend	Total Amend Amt	# of COs	Total CO Amt	Current Amount	Procurement Method
	MCL Construction	5/5/2025	$10,635,965					$10,635,965	NCPD

Amendments this quarter
None

Change Orders this quarter
None

Approved Budget

Construction:	$10,635,965
Non Construction:	$1,364,035
Total Project Cost:	$12,000,000
% funds expended:	14.17%

Funding Source

LB384	$6,000,000
Total Funding	$6,000,000

COD Building Modernization (LB384)

BoR Schedule Dates
Project Approved: 06-23-22
Construction Start: 8/1/2023
Construction End Date: 5/1/2025
Phase: Construction

Contracts Sub. Comp.	Provider	Date	Original Amount	# of Amend	Total Amend Amt	# of COs	Total CO Amt	Current Amount	Procurement Method
	Pact Studio, Inc.	7/8/2022	$136,478	2				$136,478	A/E Selection
	Hausmann Construction	10/23/2023	$8,627,595	0	$0	5	$112,180	$8,739,775	CMR Selection Process

Amendments this quarter
None

Change Orders this quarter
2 $ 112,180.32

Approved Budget

Construction:	$10,433,004
Non Construction:	$3,566,996
Total Project Cost:	$14,000,000
% funds expended:	93.49%

Funding Source

LB384	$14,000,000
Total Funding	$14,000,000

Innovation Hub at Catalyst

BoR Schedule Dates
Project Approved: 05-18-22
Construction Start: 5/1/2023
Construction End Date: 2/28/2025
Phase: Design

Contracts Sub. Comp.	Provider	Date	Original Amount	# of Amend	Total Amend Amt	# of COs	Total CO Amt	Current Amount	Procurement Method
	SaddleCreek Innovation Distric	3/10/2023	$26,750,000					$26,750,000	CMR Selection Process

Amendments this quarter
None

Change Orders this quarter
None

Approved Budget

Construction:	$26,750,000
Non Construction:	$0
Total Project Cost:	$26,750,000
% funds expended:	100.00%

Funding Source

ILP	$23,930,480
Total Funding	$26,750,000

Project Health

BoR Schedule Dates
Project Approved: 01-24-24
Construction Start: 8/1/2025
Construction End Date: 12/31/2032
Phase: Design

Contracts Sub. Comp.	Provider	Date	Original Amount	# of Amend	Total Amend Amt	# of COs	Total CO Amt	Current Amount	Procurement Method
	Tri-Party Agreement HDR/Kiew	1/2/2024	$3,756,023	2	$36,754,970			$40,510,993	CMR Selection Process
	HOK	9/1/2024	$500,000	1	$1,375,000			$1,875,000	A/E Selection
	Hammes Company Healthcare	7/15/2024	$1,670,000			1	$0	$1,670,000	
	KPMG LLP	10/4/2024	$2,610,000					$2,610,000	
	McCarthy Building Companies		$2,138,145	1	$420,838			$2,558,983	CMR Selection Process

Amendments this quarter
1 $420,838

Change Orders this quarter
None

Approved Budget

Construction:	$550,000
Non Construction:	$58,555,000
Total Project Cost:	$59,105,000
% funds expended:	97.26%

Funding Source

Donor Funds	$59,105,000
Total Funding	$59,105,000

Saddle Creek Campus Administrative Facility (LB384)

BoR Schedule Dates
Project Approved: 06-23-22
Construction Start: TBD
Construction End Date: TBD
Phase: Construction

Contracts Sub. Comp.	Provider	Date	Original Amount	# of Amend	Total Amend Amt	# of COs	Total CO Amt	Current Amount	Procurement Method
	McCarthy Building Companies	11/3/2023	$4,931,348	1	$72,609,035	2	$3,321,458	$80,861,841	Developer Led
	Leo A Daly	5/26/2023	$4,278,292					$4,278,292	

Amendments this quarter
None

Change Orders this quarter
None

Approved Budget

Construction:	$87,565,424
Non Construction:	$17,433,576
Total Project Cost:	$104,999,000
% funds expended:	62.2%

Funding Source

LB384 & ILP	$104,999,000
Total Funding	$104,999,000

Saddle Creek Campus Public Improvements (ILP)

BoR Schedule Dates
Project Approved: 02-11-22
Construction Start: 4/1/2023
Construction End Date: 11/30/2024
Phase: Construction

Contracts Sub. Comp.	Provider	Date	Original Amount	# of Amend	Total Amend Amt	# of COs	Total CO Amt	Current Amount	Procurement Method
	Olsson, FHU, Benesch	2/15/2022	$2,445,947					$2,445,947	A/E Selection
	Valley Corporation	2/3/2023	$7,443,526			6	$6,476,224	$13,919,750	Low Responsible Bid

Amendments this quarter
None

Change Orders this quarter
None

Approved Budget

Construction:	$14,699,076
Non Construction:	$5,300,924
Total Project Cost:	$20,000,000
% funds expended:	100%

Funding Source

Interlocal	$20,000,000
Total Funding	$20,000,000

Student Housing

BoR Schedule Dates
Project Approved: 08-16-24
Construction Start: TBD
Construction End Date: 10/31/2026
Phase: Design

Contracts Sub. Comp.	Provider	Date	Original Amount	# of Amend	Total Amend Amt	# of COs	Total CO Amt	Current Amount	Procurement Method
	Holland Basham Architects	8/30/2024	$2,411,916					$2,411,916	A/E Selection
	Burlington Capital	10/1/2024	$1,307,741					$1,307,741	CMR Selection Process
	Hausmann Construction	9/23/2024	$4,628,040					$4,628,040	CMR Selection Process

Amendments this quarter
None

Change Orders this quarter
None

Approved Budget

Construction:	$58,274,982
Non Construction:	$7,213,623
Total Project Cost:	$65,488,605
% funds expended:	63.13%

Funding Source

ILP	$65,488,605
Total Funding	$65,942,189

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2025

OMAHA

Biomechanics Research Building Phase 3 Addition

BoR Schedule Dates

Project Approved: 04-11-25
Construction Start: 11/30/2025
Construction End Date: 1/31/2028
Phase: Construction

Contracts Sub. Comp.	Provider	Date	Original Amount	# of Amend	Total Amend Amt	# of COs	Total CO Amt	Current Amount	Procurement Method
	BWBR Architects Inc.	6/30/2025	$1,308,480					$1,308,480	A/E Selection
01-14-28	McCarthy Building	09-08-25	$50,000					$50,000	CM at Risk Selection

Amendments this quarter
None

Change Orders this quarter
None

Approved Budget

Construction:	$14,495,100
Non Construction:	$2,604,900
Total Project Cost:	$17,100,000
% funds expended:	7%

Funding Source

Private/Trust	$17,100,000
Total Funding	$17,100,000

Health and Kinesiology Building LB384 Renovation for REACH

BoR Schedule Dates

Project Approved: 08-11-22
Construction Start: 12/31/2022
Construction End Date: 8/31/2024
Phase: Closeout

Contracts Sub. Comp.	Provider	Date	Original Amount	# of Amend	Total Amend Amt	# of COs	Total CO Amt	Current Amount	Procurement Method
	RDG Planning & Design	9/6/2022	$691,991					$691,991	A/E Selection
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

FINAL REPORT Project completed on schedule and under budget.

Amendments this quarter
None

Change Orders this quarter
None

Approved Budget

Construction:	$7,179,614
Non Construction:	$2,052,386
Total Project Cost:	$9,232,000
% funds expended:	100%

Funding Source

State Funds LB384	$10,000,000
Total Funding	$10,000,000

UNO LB384 Electrical Switch Relocation

BoR Schedule Dates

Project Approved: 04-11-25
Construction Start: 5/9/2024
Construction End Date: 12/31/2025
Phase: Construction

Contracts Sub. Comp.	Provider	Date	Original Amount	# of Amend	Total Amend Amt	# of COs	Total CO Amt	Current Amount	Procurement Method
	Alvine & Assoc	10/26/2022	$147,000			5	$141,000	$288,000	A/E Selection
8/1/2024	Ronco Construction Co	5/9/2024	$857,254			3	$16,436	$873,690	Low Responsible Bid
5/30/2025	Harold K Scholz Co	1/16/2025	$1,330,000			1	$32,916	$1,362,916	Non Competitive

Amendments this quarter
None

Change Orders this quarter
None

Approved Budget

Construction:	$5,959,900
Non Construction:	$540,100
Total Project Cost:	$6,500,000
% funds expended:	85%

Funding Source

State Funds LB384	$6,500,000
Total Funding	$6,500,000

BOARD OF REGENTS
AGENDA ITEM SUMMARY

Executive Committee **April 24, 2026**

AGENDA ITEM: University of Nebraska: Strategic Framework & Progress Indicators

[X] **Review** [ ] **Review + Action** [ ] **Action** [ ] **Discussion**

[ ] *This is a report required by Regents' Policy.*

PRESENTERS: Dr. Jeffrey P. Gold, President

PURPOSE & KEY POINTS

The University of Nebraska System has implemented a comprehensive strategic plan to guide its Odyssey from Excellent to Extraordinary through a set of Strategic Progress Indicators (SPI's) that are linked to the five foundational pillars. The Plan's foundational pillars, strategies and SPI's have been developed collaboratively, with input from campus and community stakeholders throughout Nebraska.

BACKGROUND INFORMATION

The University of Nebraska's strategic plan is the first fully integrated system-wide plan. Its foundational pillars, key strategies and SPI's have been finalized and the attached is an update for the 2026-27 academic year. Each academic and business unit across the University of Nebraska has developed operational initiatives (tactics) designed to outline how each will collaboratively contribute toward achieving success across the five pillars and fourteen corresponding strategies. Accountability metrics, known as Strategic Progress Indicators, have been embedded under each pillar, strategy and operational initiative to help ensure individual units and the University meet its goals. The current operational framework was finalized on or about June 30, 2025, and work towards the articulated strategies commenced in July of 2025. This will be updated annually.

RECOMMENDATION

The Board Chair recommends acceptance of the report.

University of Nebraska System Strategic Plan Progress Indicators

Indicator Number	Indicator Name	Definition	Data Availability
Pillar 1: Extraordinary Teaching & Learning			
Strategy 1: Inspiring All Future Learners			
1.1.1	Total Student Headcount	Total enrolled student headcount at Census.	FY 2026
1.1.2	Total Student Credit Hours	Number of enrolled credit hours at Census.	FY 2026
1.1.3	FTFT Student Headcount	Headcount of first-time, full-time students (freshmen).	FY 2026
1.1.4	FTFT Student Credit Hours	Number of credit hours enrolled among first-time, full-time students (freshmen).	FY 2026
1.1.5	Transfer-in Headcount	Headcount of first-time undergraduate transfer students.	FY 2026
1.1.6	Internal Undergraduate-to-Grad/Professional Transition Rate	Percentage of students who earn an undergraduate award in the prior two academic years and are enrolled in a graduate/professional program at NU the subsequent fall semester.	FY 2026
1.1.7	High School Recruitment Visits	Number of high schools visited by NU recruiters.	FY 2026
1.1.8	Freshmen Student Admission to Matriculation Rate	Percentage of admitted freshmen students who matriculate the following semester that applied during the prior academic year.	FY 2026
1.1.9	Transfer Student Admission to Matriculation Rate	Percentage of admitted transfer students who matriculate the following semester that applied during the prior academic year.	FY 2026
Strategy 2: Transforming the Learning Environment			
1.2.1	Fall-to-Fall Retention	Percentage of all undergraduate degree-seeking students enrolled at the prior fall census who re-enroll or graduate before the subsequent fall census.	FY 2026
1.2.2	First-Year Retention Rate (First-Time Cohort)	Percentage of first-time bachelor's-seeking students enrolled at the prior fall census who re-enroll at the subsequent fall census. HLC Indicator.	FY 2026
1.2.3	Overall DFW Rate	Percentage of undergraduate course attempts that results in a D, F, or student withdrawal.	FY 2026
1.2.4	Math/Quantitative Literacy DFW Rate	Percentage of undergraduate math/quantitative course attempts that results in a D, F, or student withdrawal.	FY 2026
1.2.5	English Comp DFW Rate	Percentage of undergraduate English Comp course attempts that results in a D, F, or student withdrawal.	FY 2026
1.2.6	Completion and Transfer Rate at 8 Years After Entry	Percentage of all entering undergraduate students in a particular cohort year who complete their educational program or transfer to subsequent institutions, measured at 8 years after entry. HLC indicator.	FY 2026
1.2.7	Undergraduate Graduation Rate (150% of Normal Time)	Percentage of the bachelor's or equivalent degree and other degree/certificate-seeking adjusted cohort that completes an award in six years or 150% of normal time. AAU informational indicator.	FY 2026
1.2.8	Pell Grant Recipient Graduation Rate (150% of Normal Time)	Percentage of the Pell bachelor's or equivalent degree and other degree/certificate-seeking adjusted cohort that completes an award in six years or 150% of normal time. AAU Informational Indicator.	FY 2026
1.2.9	Pell Graduation Rate Gap	Gap between Pell Grant Recipient and Undergraduate Graduation Rate (150%). AAU Informational Indicator.	FY 2026

Indicator Number	Indicator Name	Definition	Data Availability
1.2.10	No Longer Used		
1.2.11	Post Graduate Earnings Premium Success Rate	Percentage of NU programs meeting the DOE's established earnings premium performance benchmark. DOE Indicator.	FY 2027
Strategy 3: Curriculum Innovation and Multicampus Alignment			
1.3.1	AI Components in UG Courses	AI curricular content embedded in general education courses (Yes/No).	FY 2027
1.3.2	Undergraduate Student Research Participation	Percentage of undergraduate students participating in research and creative activity.	FY 2026
1.3.3	Graduate/Professional Research Participation	Percentage of graduate/professional students participating in research and creative activity.	FY 2027
1.3.4	Transformative UG Courses	Percentage of undergraduate courses with transformative experiences (such as study abroad, community engagement, service learning, research/creative activity, clinicals, and practicums).	FY 2026
1.3.5	Internship UG Experience Participation	Percentage of undergraduate students successfully completing internships, clinicals, and practicums.	FY 2026
1.3.6	Development of NU System-wide Gen AI Commission Initiatives	Development of multi-domain initiatives by the NU System-wide Gen AI Commission.	FY 2026
1.3.7	Implementation of NU System-wide Gen AI Commission Initiatives	Implementation of multi-domain initiatives by the NU System-wide Gen AI Commission.	FY 2026
1.3.8	Expansion of Undergraduate Online Courses	Number of online undergraduate courses delivered annually.	FY 2026
1.3.9	Expansion of Undergraduate Online Credit Hours	Number of online undergraduate credit hours at Fall Census.	FY 2026
1.3.10	Expansion of Undergraduate Open Courses	Number of open undergraduate courses available annually.	FY 2026
1.3.11	Expansion of Undergraduate Online Bachelor's Degrees	Number of completely online bachelor's degrees available.	FY 2026
Strategy 4: Supporting Faculty Success			
1.4.1	Faculty Development Leaves-Teaching	Percentage of FDL related to teaching/curriculum development, etc.	FY 2026
1.4.2	Instruction Extramural Sponsored Awards (#)	Number of instruction-related sponsored extramural awards.	FY 2026
1.4.3	Instruction Extramural Sponsored Awards ($)	Amount of instruction-related sponsored extramural awards.	FY 2026
Pillar 2: Extraordinary Research & Creative Activity			
Strategy 5: Building a Common NU Research Identity			
2.5.1	Proposal Success Rate ($)	Percentage of the extramural research & development proposal submissions that were awarded (Dollars).	FY 2026

Indicator Number	Indicator Name	Definition	Data Availability
2.5.2	Proposal Success Rate ($) in Research Concentration	Percentage of the extramural research & development proposal submissions that were awarded in research concentration (Dollars).	FY 2027
2.5.3	Federal Direct Research Proposal Success Rate (#)	Percentage of the extramural research & development proposal submissions to federal sources that were awarded (Number).	FY 2026
2.5.4	Federal Direct Research Proposal Success Rate ($)	Percentage of the amount requested via extramural research & development proposal submissions to federal sources that was awarded ($).	FY 2026
2.5.5	Sponsored Awards ($)	Amount of extramural non-federal research sponsored awards and contracts normalized by research faculty.	FY 2026
2.5.6	Competitively Funded Federal Research Support per Faculty - AAU (10-year average)	Amount of competitively funded federal research & development expenditures / AAU faculty (10-year average). AAU Phase I Indicator.	FY 2026
2.5.7	Competitively Funded Federal Research Support per Faculty - AAU (most recent FY)	Amount of competitively funded federal research & development expenditures / AAU faculty (most recent FY). AAU Phase I Indicator.	FY 2026
2.5.8	Book Publications per Faculty - AAU (10-year average)	Number of books published by tenure and tenure-track faculty within Academic Analytics' benchmarkable units / AAU faculty (10-year total). AAU Phase I Indicator.	FY 2026
2.5.9	Book Publications per Faculty - AAU (most recent FY)	Number of books published by tenure and tenure-track faculty within Academic Analytics' benchmarkable units / AAU faculty (most recent FY). AAU Phase I Indicator.	FY 2026
2.5.10	Citations per Faculty - AAU (10-year average)	Number of citations by tenure and tenure-track faculty within Academic Analytics' benchmarkable units / AAU faculty (10-year average). AAU Phase I Indicator.	FY 2026
Strategy 6: Internal Programmatic Infrastructure Growth and Alignment			
2.6.1	Federally Funded Research Subcontracts	Total annual expenditures of Federally funded research subcontracts received.	FY 2026
2.6.2	Realized Facilities and Administrative Fees	Total realized Indirect Cost Percentage.	FY 2026
2.6.3	F&A Recovery on Research Sponsored Projects	Indirect costs $ normalized by research faculty.	FY 2026
2.6.4	Core Research Laboratory Fiscal Success	Core research laboratory net margin.	FY 2026
Strategy 7: External Collaboration, Recognition and Alignment			
2.7.1	Allocated USDA, State, and Industrial Research Funding per Faculty - AAU	Amount of formula-allocated USDA, state, and industrial research & development / AAU faculty (10-year Average). AAU Phase II Indicator.	FY 2026
2.7.2	Allocated USDA, State, and Industrial Research Funding per Faculty - AAU (most recent FY)	Amount of formula-allocated USDA, state, and industrial research & development / AAU faculty (most recent FY). AAU Phase II Indicator.	FY 2026
2.7.3	NRC Highly Prestigious Awards per Faculty - AAU (any year)	Number of NRC highly prestigious awards among tenure and tenure-track faculty within Academic Analytics' benchmarkable units / AAU faculty (any year). AAU Phase I Indicator.	FY 2026

Indicator Number	Indicator Name	Definition	Data Availability
2.7.4	NRC Highly Prestigious Awards (most recent year)	Number of NRC highly prestigious awards (most recent year).	FY 2026
2.7.5	NRC Highly Prestigious Awards per Faculty - AAU (most recent year)	Number of NRC highly prestigious awards among tenure and tenure-track faculty within Academic Analytics' benchmarkable units / AAU faculty (most recent year). AAU Phase I Indicator.	FY 2026
2.7.6	Postdoctoral Appointees per Faculty - AAU	Number of postdoctoral appointees / AAU faculty. AAU Phase II Indicator.	FY 2026
2.7.7	Research doctorates per Faculty	Number of research doctorates granted / AAU faculty. AAU Phase II Indicator.	FY 2026
Pillar 3: Extraordinary Partnerships & Engagement			
Strategy 8: University Collaboration & Internal Alignment			
3.8.1	NU Partnerships	Number of active research sponsored projects with multi-campus PI/Co-PI Collaborations.	FY 2026
3.8.2	Intellectual Property - Patents	Number of intellectual property patents.	FY 2026
3.8.3	Intellectual Property – Licenses	Number of commercial intellectual property licenses.	FY 2026
3.8.4	Intellectual Property - Number of Start-Ups	Number of research-based start-up companies formed that are based on university technologies.	FY 2026
3.8.5	Intellectual Property - Number of Inventions	Number of new Invention disclosures per year.	FY 2026
3.8.6	Rural Community Based Clinical Rotation Agreements	Number of Rural Community Based Clinical Rotation Agreements.	FY 2026
3.8.7	Patient Experience of Core Clinical Rotations, Patient Satisfaction at Nebraska Medical Center	Percent of patient responses with top-box scores for Rate the Hospital & Recommend the Hospital.	FY 2026
3.8.8	Patient Experience of Core Clinical Rotations, Patient Satisfaction at Bellevue Medical Center	Percent of patient responses with top-box scores for Rate the Hospital & Recommend the Hospital.	FY 2026
3.8.9	Quality and Safety of Core Clinical Rotations, Hospital-Acquired Infections at Nebraska Medical Center	Rate of catheter associated Urinary Tract Infections, Central Line Associated Blood Steam Infections, Hospital Onset Clostridioides, Difficile Infections and Surgical Site Infections (Colon resection & Hysterectomy) in inpatients.	FY 2026
3.8.10	Quality and Safety of Core Clinical Rotations, Inpatient Falls at Nebraska Medical Center	Number of inpatient falls per 1000 patient days that resulted in moderate or major injury.	FY 2026
Strategy 9: Partnerships Across Nebraska and Beyond			
3.9.1	Owned Media Impact Website Pageviews	Pageviews (#).	FY 2026
3.9.2	Earned Media Impact Reach	Earned media reach.	FY 2026

Indicator Number	Indicator Name	Definition	Data Availability
3.9.3	Earned Media Impact Ad Equivalency	Ad equivalency ($).	FY 2026
3.9.4	Community Outreach and Partnerships	Percentage of Nebraska counties and legislative districts participating in NU community engagement activities that share knowledge and resources, aspiring to co-create reciprocal and mutually beneficial relationships between the university and these communities' public and private entities.	FY 2026
3.9.5	Undergraduate Programs Graduates Employed in Nebraska	Percentage of graduates from undergraduate programs working in Nebraska four years after graduation.	FY 2026
3.9.6	Graduate/Professional Programs Graduates Employed in Nebraska	Percentage of graduates from graduate and professional programs working in Nebraska four years after graduation.	FY 2026
3.9.7	Public Service Sponsored Awards (#)	Number of public service sponsored awards.	FY 2026
3.9.8	Constituent Alumni Engagement/Affinity Score	Measures an aggregate of data elements recorded in Ali CRM to measure an Alum's individual Engagement with NU and its affiliates.	FY 2026
3.9.9	Paid Student Internships	Percentage of undergraduate students with paid internships.	FY 2027
3.9.10	Academic Program Accreditation	Percentage of undergraduate and graduate programs that are accredited by outside bodies without any citations or recommendations for improvement. HLC Indicator.	FY 2026
3.9.11	Professional Program Accreditation	Percentage of professional programs (ABA, LCME, ABET, ACGME, etc.) that are accredited by outside bodies without any citations or recommendations for improvement. HLC Indicator.	FY 2026
Pillar 4: Extraordinary Culture & Environment			
Strategy 10: Defining a Distinctive Culture, Workplace & Experience			
4.10.1	Engagement Survey	Percentage of students, faculty, and staff who are very highly or highly engaged on a standardized survey.	FY 2027
4.10.2	Satisfaction, Faculty Retention	Percentage of faculty employed at the prior October employment snapshot who are employed at the subsequent October employment snapshot.	FY 2026
4.10.3	Satisfaction, Staff Retention	Percentage of staff employed at the prior October employment snapshot who are employed at the subsequent October employment snapshot.	FY 2026
4.10.4	Faculty Academic Promotion Success Rate	Number of faculty granted promotion in the prior academic year / number of faculty reviewed for promotion in the prior academic year.	FY 2026
4.10.5	Faculty Academic Tenure Success Rate	Number of faculty granted tenure / number of faculty reviewed for tenure.	FY 2026
4.10.6	Engagement Staff Career Development	Percentage of staff engaged in career development programs.	FY 2026
4.10.7	Employee Engagement and Well-Being	Percentage of staff and faculty that have a composite 'Good' rating across the questions related to work well-being on the annual Health Assessment.	FY 2026
Strategy 11: Campus Safety and Security			
4.11.1	Criminal Offenses Reported	Number of on-campus criminal offenses per 1,000 students.	FY 2026

Indicator Number	Indicator Name	Definition	Data Availability
4.11.2	Hot-line Reports	Number of student, faculty, and staff hotline reports.	FY 2026
4.11.3	Student, Faculty, and Staff Campus Security	Student, faculty, and staff campus security perceptions.	FY 2027
Pillar 5: Extraordinary Stewardship & Effectiveness			
Strategy 12: Creating Sustainable Effectiveness & Efficiency			
5.12.1	Competitive Faculty Salaries	Difference between NU's average faculty salary and the 98% to 102% salary range of peer institutions.	FY 2027
5.12.2	Competitive Staff Salaries	Difference between NU's average staff salary and the 98% to 102% salary range of market average by job family.	FY 2026
5.12.3	Faculty - Staff Ratio	Faculty FTE / Staff FTE.	FY 2026
5.12.4	Credit Hour Production per Faculty	Number of student credit hours taught / instructional faculty FTE.	FY 2026
5.12.5	Research Production per Faculty	Faculty research expenditures / research faculty FTE.	FY 2026
Strategy 13: Strengthening Data Driven Strategic Decisions			
5.13.1	Net Tuition per Student Credit Hour	Gross tuition revenue less tuition remissions / student credit hours.	FY 2026
5.13.2	Net Remissions per Student Credit Hour	Tuition remissions / student credit hours.	FY 2026
5.13.3	Net Remission to Net Tuition Ratio	Tuition remissions / Tuition Non-discounted Charges.	FY 2026
5.13.4	Strategic Initiatives Tied to NU System Metrics	VisionSync initiatives tied to strategic Metrics.	FY 2026
5.13.5	Timeliness of Strategic Initiative Updates	VisionSync initiatives that are updated quarterly.	FY 2026
5.13.6	Value of NU System Metric Reporting	Accuracy and timeliness of NU System metrics.	FY 2026
Strategy 14: Enhancing Fiscal Responsibility and Stewardship			
5.14.1	Structural Operating Budget Status	Actual operating expenses above/below budgeted expenses.	FY 2026
5.14.2	Structural Capital Budget Status	Actual capital expenses above/below budgeted expenses.	FY 2026
5.14.3	NU System Debt to Equity Ratio	Actual debt to equity ratio.	FY 2026
5.14.4	UTDC Net Income	Actual revenue less actual expenses.	FY 2026
5.14.5	UNF Endowment 5-Year Average Return relative to Benchmark	5-year return at or above benchmark (Annual 5-year average).	FY 2026

Indicator Number	Indicator Name	Definition	Data Availability
5.14.6	NU Endowment 5-Year Average Return relative to Benchmark	5-year return at or above benchmark (Annual 5-year average).	FY 2026
5.14.7	Endowed & Expendable Underutilized Funds	Percentage of foundation funds deemed to be underutilized (2 years without an expenditure for Expendable funds, or 2X the annual distribution amount in spendable for Endowed Funds).	FY 2026
5.14.8	New Philanthropic Funds Committed	New philanthropic funds committed during the fiscal year, reported by UNF consistent with CASE Global Reporting Standards.	FY 2026
5.14.9	Active Appointments to Chairs and Professorships	The number of faculty who are currently holding active appointments to one or more chairs or professorships funded through either foundation or university dollars.	FY 2026
5.14.10	Student supported by UNF scholarships and fellowships	Number of students supported by scholarships and fellowships funded through UNF endowed and expendable funds.	FY 2026

Lincoln, Nebraska
February 6, 2026

The Board of Regents of the University of Nebraska met on February 6, 2026, at 9:00 a.m. in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advanced publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1 (page 82).

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 January 30, 2026.

Regents present:
Timothy Clare
Paul Kenney, Chair
Joel Makovicka
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
Neal Schnoor, Chancellor, University of Nebraska at Kearney
Kathy Ankerson, Interim 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, Vice President (Special) and Harlan Vice Chancellor (Special) of IANR, UNL
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. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON January 15, 2026

Motion — Moved by Calamari and seconded by Schroeder to approve the minutes and ratify the actions of the meetings on January 15, 2026.

Action — Student Opinion: Voting Aye: Calamari, Wilkins, Schroeder, Leisy. Voting Aye: Kenney, Makovicka, Schafer, Scheer, Stark, Weitz, Wilmot, and Clare. Motion carried.

IV. PRESENTATIONS

Senator John Arch, Speaker of the Legislature, shared an update on the 2026 Legislative Session.

Regent Rob Schafer presented the National Champion of Science Award to Senator Deb Fischer.

V. KUDOS

Regent Schroeder presented a KUDOS award to Tamara Omtvedt, Enrollment and Marketing Management Specialist at the University of Nebraska at Kearney.

Regent Wilkins presented a KUDOS award to Dana Abu Swailem, Business Systems Analyst at the University of Nebraska-Lincoln.

Regent Calamari presented a KUDOS award to Carmen Sirizzotti, Associate Director in Human Resources and Title IX coordinator at the University of Nebraska Medical Center.

Regent Leisy presented a KUDOS award to Casey Wells, Event Coordinator for the Office of Spirit, Tradition, and Signature Events at the University of Nebraska at Omaha.

VI. RESOLUTIONS

None.

VII. HEARINGS

None

XII. CLOSED SESSION

Motion — Regent Clare moved to suspend the rules for purposes of taking the agenda out of order. Hearing no objection, Chair Kenney allowed the motion via unanimous consent.

Motion — Moved by Scheer and seconded by Schroeder 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:

- Real Estate Transactions

- Honorary Degrees and Awards

Action — Voting Aye: Wilkins, Schroeder, Leisy, Calamari. Voting Aye: Makovicka, Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney. Motion carried.

Chair Kenney declared that the closed session would be strictly limited to a discussion of:

- Real Estate Transactions
- Honorary Degrees and Awards

The Board went into closed session at 9:41 a.m.

The Board reconvened the open meeting at 11:12 a.m.

VIII. PRESIDENT'S REMARKS

President Gold shared an update on the University, thanking Senators Arch and Fischer for their continued work for Nebraska and Partnership with the University of Nebraska. He welcomed the newest Regent, Joel Makovicka, appointed by Governor Pillen on February 3, 2026. He discussed the financial situation and budgeting process that is ongoing within the University system. He introduced members from the 2025-27 NU DEAL Cohort and allowed recognition by the audience. He further recognized both Dr. James Schnable and Mathias Schubert for their recent awards and their continued contributions to the University, the state of Nebraska and their respective fields.

IX. PUBLIC COMMENT

John Shrader addressed the Board opposing proposed changes to Standing Rule 5.1.1.

X. UNIVERSITY CONSENT AGENDA

Motion — Moved by Weitz and seconded by Stark to approve all Consent items.

A. ACADEMIC AFFAIRS

X-A-1 — President's Personnel Recommendations.

B. BUSINESS AND FINANCE

X-B-1 — Approval of process with respect to debt obligations.

C. EXECUTIVE

X-C-1 — Approve amendments to Audit, Risk and Compliance Committee Charter.

Action — Student Opinion: Voting Aye: Schroeder, Leisy, Calamari, Wilkins. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney, Makovicka. Motion carried.

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

Motion	Moved by Wilmot and seconded by Scheer to approve items XI-A-2, XI-A-3 and XI-A-4
XI-A-2	Approve the elimination of the Bachelor of Arts in Art History at the University of Nebraska at Omaha (UNO).
XI-A-3	Approve the elimination of the Bachelor of Arts in Religious Studies at the University of Nebraska at Omaha (UNO).
XI-A-4	Approve the elimination of the Center for Innovation in Arts Education at the University of Nebraska at Omaha (UNO).
Action	Student Opinion: Voting Aye: Leisy, Calamari, Wilkins, Schroeder. Voting Aye: Scheer, Stark, Weitz, Wilmot, Clare, Kenney, Makovicka, Schafer. Motion carried.
Motion	Moved by Leisy and seconded by Clare to approve items XI-A-5, XI-A-6, XI-A-7, XI-A-8, XI-A-9, XI-A-10, XI-A-11, XI-A-12 and XI-A-13
XI-A-5	Approve the establishment of the Bachelor of Science in Business Administration Accounting Major at the University of Nebraska at Omaha (UNO).
XI-A-6	Approve the establishment of the Bachelor of Science in Business Administration Entrepreneurship Major at the University of Nebraska at Omaha (UNO).
XI-A-7	Approve the establishment of the Bachelor of Science in Business Administration Finance Major at the University of Nebraska at Omaha (UNO).
XI-A-8	Approve the establishment of the Bachelor of Science in Business Administration Human Resources Management Major at the University of Nebraska at Omaha (UNO).
XI-A-9	Approve the establishment of the Bachelor of Science in Business Administration, Logistics Major at the University of Nebraska at Omaha (UNO).
XI-A-10	Approve the establishment of the Bachelor of Science in Business Administration Management Major at the University of Nebraska at Omaha (UNO).
XI-A-11	Approve the establishment of the Bachelor of Science in Business Administration Marketing Major at the University of Nebraska at Omaha (UNO).
XI-A-12	Approve the establishment of the Undergraduate Certificate in Integrated Leadership at the University of Nebraska at Omaha (UNO).
XI-A-13	Approve the establishment of the Undergraduate Certificate in Operational Leadership at the University of Nebraska at Omaha (UNO).
Action	Student Opinion: Voting Aye: Calamari, Wilkins, Schroeder, Leisy. Voting Aye: Stark, Weitz, Wilmot, Clare, Kenney, Makovicka, Schafer, Scheer. Motion carried
Motion	Moved by Clare and seconded by Schroeder to approve item XI-A-1

XI-A-1 Approve the award of Honorary Degrees and Awards.

Action Student Opinion: Voting Aye: Wilkins, Schroeder, Leisy, Calamari. Voting Aye: Weitz, Wilmot, Clare, Kenney, Makovicka, Schafer, Scheer, Stark. Motion carried

B. BUSINESS AND FINANCE

Action Regent Wilmot requested that items XI-B-1 and XI-B-2 be heard separately. Hearing no objection, Chair Kenney allowed.

Motion Moved by Clare and seconded by Schroeder to consider separately and approve item XI-B-1.

XI-B-1 Approve the Prime Supplier agreements for Food and Related Items at the University of Nebraska – Lincoln (UNL).

Action Student Opinion: Voting Aye: Schroeder, Leisy, Calamari, Wilkins. Voting Aye: Wilmot, Clare, Kenney, Makovicka, Schafer, Scheer, Stark, Weitz. Motion carried

Motion Moved by Wilmot and seconded by Schroeder to approve item XI-B-2.

XI-B-2 Approve the Banking Services License Agreement between UNL and Union Bank and Trust Company.

Action Student Opinion: Voting Aye: Leisy, Calamari, Wilkins, Schroeder. Voting Aye: Kenney, Makovicka, Schafer, Scheer, Stark, Weitz, Wilmot. Abstaining: Clare. Motion carried

Motion Moved by Clare and seconded by Scheer to approve items XI-B-3 and XI-B-4.

XI-B-3 Approve the naming of a Minor Facility at the Fred and Pamela Buffett Cancer Center.

XI-B-4 Approve the Property Management Agreement for UNMC Residences.

Action Student Opinion: Voting Aye: Calamari, Wilkins, Schroeder, Leisy. Voting Aye: Kenney, Makovicka, Schafer, Scheer, Stark, Weitz, Wilmot, Clare. Motion carried.

Motion Moved by Leisy and seconded by Schroeder to approve item XI-B-5.

XI-B-5 Approve intermediate design information for the Biomechanics Research Building Phase 3 Addition at the University of Nebraska at Omaha (UNO); approve project budget revision and execution of a standard form Guaranteed Maximum Price Contract.

Action Student Opinion: Voting Aye: Wilkins, Schroeder, Leisy, Calamari. Voting Aye: Makovicka, Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney. Motion carried.

C. EXECUTIVE

Motion Moved by Calamari and seconded by Weitz to approve item XI-C-1.

XI-C-1 Approve the Board of Regents calendar for 2026-27 per Bylaw 1.4.

Action Student Opinion: Voting Aye: Schroeder, Leisy, Calamari, Wilkins. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney, Makovicka. Motion carried.

Motion Moved by Clare and seconded by Weitz to approve item XI–C-2.

XI-C-2 Approve the updates to Regents' Policies Chapters 1-3.

Action. Student Opinion: Voting Aye: Leisy, Calamari, Wilkins, Schroeder. Voting Aye: Scheer, Stark, Weitz, Wilmot, Clare, Kenney, Makovicka, Schafer. Motion carried.

Motion Moved by Leisy and seconded by Calamari to approve item XI-C-3.

XI-C-3 Approve Amendments to Section 1.3.2 of the Standing Rules of the Board of Regents.

Friendly amendment offered by President Gold and accepted by Leisy and Calamari – the change to 1.3.2 should now read:

The Executive Committee shall consist of the Chairperson, Vice Chairperson, the Chair of the Academic Affairs Committee, the Chair of Business and Finance Committee, and two student regents, both appointed by the Chairperson. Another elected Regent may be selected by the Chairperson if the Chairperson or Vice Chairperson also serves as 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.

Action Student Opinion: Voting Aye: Calamari, Wilkins, Schroeder, Leisy. Voting Aye: Stark, Weitz, Wilmot, Clare, Kenney, Makovicka, Schafer, Scheer. Motion carried.

Motion Moved by Weitz and seconded by Leisy to approve item XI-C-4.

XI-C-4 Approve addition of Section 1.2.1 of the Standing Rules of the Board of Regents.

Action Student Opinion: Voting Aye: Wilkins, Leisy, Calamari. Voting Nay: Schroeder. Voting Aye: Weitz and Stark. Voting Nay: Wilmot, Clare, Kenney, Schafer, Scheer. Abstaining: Makovicka. Motion failed.

D. FOR INFORMATION ONLY

XI-D-1 Proposed changes to BOR bylaw 6.8 to clarify the University's responsibilities regarding defense and indemnification of members of the Board, University Officers, Employees, and Students in Training.

XI-D-2 Proposed changes to BOR Standing Rule 5.1.1.

E. REPORTS

XI-E-1 Third Quarter Personnel Reports.

XI-E-2 Annual Tenure Density Report.

XI-E-3	Campus Tuition Variances Report.
XI-E-4	Report on the Audited financial statements of the University of Nebraska and related entities.
XI-E-5	Report on Engagement Letter Amendment #3 to the Engagement Letter dated September 30, 2019, with insurance broker Aon Risk Services Central, Inc.
XI-E-6	Report on the License and Royalty Agreement with Follett Higher Education Group, LLC regarding Husker Athletics retail team stores and online/e-commerce retail store.
XI-E-7	Report on Naming of the new housing facility at the West Central Research, Extension, and Education Center (WCREEC) at UNL, the "Don and Gloria Clanton House."
XI-E-8	Report on Naming of the teaching prairie on UNL's East Campus, to the "Stock Family Teaching Prairie."
XI-E-9	Report on Capital Improvement Reserves Use Summary.
XI-E-10	Report of Bids and Contracts University of Nebraska.
XI-E-11	Report on Quarterly Gifts, Grants, Contracts, and Bequests.
XI-E-12	Report on renaming of the Nebraska University Center for Information Assurance (NUCIA) to the University of Nebraska Center for Cybersecurity (Nebraska Cyber) in the School of Interdisciplinary Informatics within the College of Information Science & Technology at the University of Nebraska at Omaha (UNO).
XI-E-13	Performance-Based Metrics upon which Performance-Based Merit Pay to President Gold shall be based for FY2025-26.

Chair Kenney accepted the reports on behalf of the Board.

ADJOURNMENT

There being no further business, the meeting was adjourned by Chair Kenney at 12:34 p.m.

Respectfully submitted,

_____	_____
Katie Hoffman	Paul Kenney
Corporation Secretary	Chair of the Board

NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Friday, February 6, 2026 at 9:00 a.m. in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska. Internet stream is available at https://nebraska.edu.

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: January 30, 2026

Katie Hoffman, Corporation Secretary
Board of Regents of the University of Nebraska

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