



# Nebraska State College System

CHADRON | PERU | WAYNE

## BOARD OF TRUSTEES

### MEETING NOTICE

In compliance with the provisions of Neb. Rev. Stat. Section 84-1411, printed notice is hereby given that a Regular Meeting of the Board of Trustees of the Nebraska State Colleges will convene at Chadron State College, Chadron, Nebraska on September 12, 2019

Executive Session	September 12 –	8:30 a.m.
Business Meeting	September 12 –	2:30 p.m.

This notice and accompanying agenda are being distributed to members of the Board of Trustees, the presidents of the state colleges, the Associated Press and selected Nebraska newspapers.

**BOARD OF TRUSTEES MEETING****SEPTEMBER 12, 2019***CHADRON STATE COLLEGE*  
CHADRON, NEBRASKA**WEDNESDAY, SEPTEMBER 11 – all meetings will be held in the Student Center unless  
otherwise noted****9:00 – 4:00 p.m. Council of Business Officers** **Bordeaux Room****9:00 – 4:00 p.m. Council of Student Affairs Officers** **Lakota Room****10:00 – 4:00 p.m. Council of Academic Officers** **Ponderosa Room****THURSDAY, SEPTEMBER 12****8:30 – 11:00 BOARD EXECUTIVE SESSION** **Ponderosa Room**  
**Pending Litigation, Personnel Matters****9:00 – 11:00 Student Trustees Meeting** **Bordeaux Room****11:00 – 12:00 Campus Tour or Campus Forum** **Ballroom****12:00 – 12:45 Lunch** **Scottsbluff Room****1:00 – 2:00 BOARD COMMITTEE MEETINGS**  
Academic & Personnel Committee **Ponderosa Room**  
Fiscal, Facilities & Audit Committee **Lakota Room**  
Student Affairs, Marketing & Enrollment Committee **Bordeaux Room****2:30 BOARD OF TRUSTEES BUSINESS MEETING** **Sandoz Center  
Chicoine Atrium****5:30 RECEPTION** **Ballroom****6:45 DINNER** **Ballroom**

## Call to Order

Approval of Meeting Agenda

Public Comments

## Minutes Approval

- 1 Board of Trustees of the Nebraska State Colleges - Regular Meeting - Jun 18, 2019 2:15 PM
- 2 Board of Trustees of the Nebraska State Colleges - Regular Meeting - Aug 9, 2019 11:30 AM

## 1. Items for Consent Agenda

- 1.1 Approve Revised Organizational Chart for Peru State College (AP)
- 1.2 Approve Amendment to Interlocal Agreement with Northeast Community College for South Sioux City College Center for Wayne State College (AP)
- 1.3 Approve Elimination of Health Sciences Supplemental Endorsement Prior to Implementation for Peru State College (AP)
- 1.4 LB 309 Allocations and Retrievals (FFA) (SH)
- 1.5 Approve Authorization for Chancellor to Sign Construction Contract for ADA Accessibility to Delzell Hall and Campus Services Building from Campus Quad for Peru State College (FFA)
- 1.6 Approve Write-Off of Uncollectible Accounts (FFA)
- 1.7 Approve Reallocation of Contingency Maintenance Funds for Peru State College (FFA)
- 1.8 Chancellor's Travel

## Items for Discussion and/or Action

### 2. Academic and Personnel

- 2.1 Approve NSCS 2025 Strategic Plan
- 2.2 First Round Approval of Revisions to Board Policy 2510; Mission Statement; Core Values and Vision Statement
- 2.3 Approve Memorandum of Understanding with ESU4 for Peru State College
- 2.4 Approve 3+2 Agreements with University of Nebraska Medical Center (UNMC) & Midland University for Wayne State College
- 2.5 Approve Ecuador Study Abroad Agreement with Trek Ecuador for Wayne State College

- 2.6 Approve New International Location in Aruba for Wayne State College
- 2.7 Approve Resolution to Amend, Restate and Adopt Health and Welfare Plan Document and Flexible Benefit Plan Document
- 2.8 Approve Online Program Management Contract for Peru State College

**3. Student Affairs, Marketing, and Enrollment**

- 3.1 First and Final Round Approval of Revisions to Board Policy 3100; Conduct & Discipline; Students and Board Policy 3200; Due Process -- Students
- 3.2 First and Final Round Approval of Revisions to Board Policy 3400; Tuition Remission

**4. Fiscal, Facilities and Audit**

- 4.1 First and Final Round Approval of Revisions to Board Policy 7015; Contracts; Limitations, Exemptions
- 4.2 Approve Carryforward of Funds for Operations
- 4.3 Approve Amendment to Food Service Contract for Peru State College
- 4.4 First and Final Round Approval of Deletion of Board Policy 8040; Security Operations and Revisions to Board Policy 8005; Trespass; Policy and Procedure
- 4.5 Approve Artist and Art Design for 1% Art Project for Theatre/Event Center for Peru State College

**Information Items**

**5. Chancellor Information Items**

- 5.1 Reports of Personnel Actions
- 5.2 Foundation Employee Compensation Report
- 5.3 Capital Construction Quarterly Reports
- 5.4 Physical Plant Status Reports
- 5.5 LB 309 Project Status Reports
- 5.6 Contingency Maintenance Progress Reports
- 5.7 Contracts and Change Orders for Information
- 5.8 Year End Operating Expenditure Reports
- 5.9 Year End Financial Reports
- 5.10 Grant Applications and Awards for Information

**6. College Information Items**

- i. Identify Board Representatives for Fall 2019 Commencement (Dec. 13)**
- ii. Presidents' Reports**

6.2.1 President's Reports

**iii. Student Trustees' Reports**

**Adjournment**



# Nebraska State College System

CHADRON | PERU | WAYNE

## Executive Session - June 18, 2019

### Call to Order - Executive Session

The meeting was called to order at 9:34 AM by Chair Bieganski.

Motion was made by Trustee Blomstedt and seconded by Trustee Engles to go into executive session as authorized by Neb. Rev. Stat. §84-1410 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:

- Litigation
- Personnel matters
- Service contract negotiations

Chair Bieganski declared that the executive session would be strictly limited to a discussion of:

- Litigation
- Personnel matters
- Service contract negotiations

Motion was adopted. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

The Board went into executive session at 9:35 A.M. The Board reconvened the open meeting at 12:15 P.M.

### Adjournment - Executive Session

There being no further business, the meeting was adjourned by Chair Bieganski at 12:15 PM.

## June 18, 2019

### Call to Order

The meeting was called to order at 2:15 PM by Chairman Gary Bieganski.

Attendee Name	Title	Status	Arrived
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Michelle Suarez	Trustee	Present	
Gary Bieganski	Chairman	Present	
John Chaney	Trustee	Present	
Bob Engles	Trustee	Present	
Carter Peterson	Trustee	Present	
Matt Blomstedt	Trustee	Present	
Jess Zeiss	Vice Chairman	Present	

### Approval of Meeting Agenda

A motion was made by Trustee Engles and seconded by Trustee Peterson to approve the Meeting Agenda. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

### Public Comments

No public comments.

### Minutes Approval

Board of Trustees of the Nebraska State Colleges - Regular Meeting - March 21, 2019  
2:30 PM

A motion was made by Vice Chairman Zeiss and seconded by Trustee Suarez to approve the minutes of the March 21, 2019 meeting. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

### 1. Items for Consent Agenda

A motion to approve the Consent Agenda items was recommended by the committee to the full Board, which approved the motion 6 to 1. Voting **AYES:** Suarez, Bieganski, Chaney, Peterson, Blomstedt, and Zeiss.

**NAYS:** Engles

#### 1.1 Approve Acceptance of Employee Salary Recommendations (AP)

The Chancellor and each President have submitted salary recommendations for the 2019-20 fiscal year. In addition, Board Policy 5405 calls for the employer contribution to the retirement plan to remain at 8.0% for FY 2019-20.

#### 1.2 Board Meeting Schedule for 2019-2020 (AP)

2019-2020 Board Meeting Schedule

Board of Trustees Retreat - Nebraska City  
day-Friday August 8-9, 2019

Board of Trustees Meeting - Chadron  
day-Friday September 12-13, 2019

Board of Trustees Meeting - Wayne  
day-Friday November 14-15, 2019

Board of Trustees Meeting - Lincoln  
day January 14, 2020

Board of Trustees Meeting - Peru  
day-Friday April 23-24, 2020

Board of Trustees Meeting - Lincoln  
day Tuesday June 16, 2020

1.3 Approve Authorization for Chancellor to Sign Continuation of Applicant Tracking and Position Management System Contract (AP)

A contract for the systemwide Applicant Tracking and Position Management System has been in effect with PeopleAdmin since 2016 and is scheduled to end on September 21, 2019. In accordance with Board Policy 7015, negotiations for continuance of an agreement with PeopleAdmin are in process for a three (3) year contract beginning September 22, 2019 not to exceed available funds.

1.4 Approve Revised Organizational Chart for Wayne State College (AP)

Wayne State requests approval for a revision to its organizational chart per Board Policy 2500.

To increase support for Title IX issues and expand services for students from underrepresented communities, the Director for Student Diversity, Inclusion, and Compliance position is being created. Beyond addressing compliance issues, the staff member will work with underrepresented students to improve their retention and degree attainment.

1.5 Approve Depositories and Signatories Submitted by the Colleges (FFA)

1.6 Approve LB 309 Allocations and Retrievals (FFA)

The following LB 309 allocations and retrievals are presented for Board approval per Board Policy 8065.

**Chadron State**



- |   |         |              |
|---|---------|--------------|
| 1. Allocation of \$80,000 for electric switchgear replacement in Nelson Activities Center |         |              |
| Allocation Date/Amount  | 3/15/19 | \$80,000.00  |
| College Contribution  |         | <u>00.00</u> |
| Estimated Project Cost  |         | \$80,000.00  |
| 2. Allocation of an additional \$185,000 for ADA restroom remodel in King Library         |         |              |
| Allocation Date/Amount  | 5/8/19  | \$185,000.00 |
| Previous Allocation(s)  | 3/17/17 | 25,000.00    |
| College Contribution  |         | <u>00.00</u> |
| Estimated Project Cost  |         | \$210,000.00 |

### Wayne State

- |  |         |              |
|--|---------|--------------|
| 1. Allocation of \$140,000 for foundation wall waterproofing in Brandenburg Education building |         |              |
| Allocation Date/Amount   | 3/15/19 | \$140,000.00 |
| College Contribution   |         | <u>00.00</u> |
| Estimated Project Cost   |         | \$140,000.00 |
- 1.7 Approve Authorization for Chancellor to Sign Professional Services Contract for Math Science Project for Chadron State College (FFA)
- Per Board Policy 8065, the System Office and Chadron State respectfully request authorization for the Chancellor to sign a professional consulting services contract for the Math Science project, at a cost not to exceed available funding.
- 1.8 Approve Appointment of Construction Manager at Risk Selection Committee for Math Science Project for Chadron State College (FFA)
- Chadron State recommends appointment of the following committee to perform the selection of the construction manager at risk contractor for the Math Science project, in accordance to Board Policy 8071. The policy requires that the construction manager at risk contractor be selected by a committee comprised of Board of Trustees members, System Office and College staff, an architect or engineer, and a community member.
- Gary Bieganski, Board of Trustees Chair  
 John Chaney, Chair of Fiscal, Facilities & Audit Committee, Board of Trustees  
 Steve Hotovy, Vice Chancellor for Facilities and Information Technology, NSCS  
 Randy Rhine, President, CSC  
 Kari Gaswick, Vice President for Administration & Finance, CSC  
 Joyce Hardy, Physical & Life Sciences Professor, CSC  
 Ann Buchmann, Physical & Life Sciences Professor, CSC  
 Harold Mowry, Director of Facilities, CSC

Ben Watson, CEO, Chadron State Foundation  
 Marjean Terrell, Community Member  
 Architect Consultant Firm Representative

1.9 Approve Authorization for Chancellor to Sign Construction Contracts for Math Science Project for Chadron State College (FFA)

Per Board Policy 8065, Chadron State requests authorization for the Chancellor to sign construction contracts for the Math Science project at costs not to exceed available funding. The project is expected to cost \$28.5 million, including approximately \$23.4 million in construction contracts. The majority of funding comes from the state commitment of \$2.2 million per year for fourteen years recently approved through LB297. Other funding includes approximately \$4.5 million in College cash and donations/Foundation funds, plus LB 309 Task Force for Building Renewal funds.

1.10 Approve Appointment of Substantial Completion Committee for Sports Complex Phase II Track Facility at Chadron State College (FFA)

The Sports Complex Phase II Track Facility is nearing completion. In accordance with Board Policy 8069, Chadron State recommends the appointment of the following committee to perform the Substantial Completion review.

Gary Bieganski, Board of Trustees, Chair  
 John Chaney, Board of Trustees, Fiscal, Facilities and Audit Committee, Chair  
 Steve Hotovy, Vice Chancellor for Facilities and Information Technology, NSCS Office  
 Randy Rhine, President, CSC  
 Joel Smith, Director of Athletics, CSC  
 Kari Gaswick, Vice President for Administration and Finance, CSC  
 Harold Mowry, Director of Facilities, CSC  
 Representative, BVH Architects

1.11 Approve Appointment of Consultant Services Selection Committee for Benthack Hall Renovation Project for Wayne State College (FFA)

Pursuant to Board Policy 8066, Wayne State recommends the appointment of the following individuals to a Professional Consulting Services Selection Committee for its upcoming Benthack Hall renovation project:

Carter 'Cap' Peterson, Board of Trustees  
 John Chaney, Chair of Fiscal, Facilities and Audit Committee, Board of Trustees  
 Steve Hotovy, Vice Chancellor for Facilities & Information Technology and architect, NSCS  
 Steven Elliott, Vice President for Academic Affairs, WSC  
 Angela Fredrickson, Vice President for Administration and Finance,

WSC  
 Kyle Nelsen, Director of Facility Services, WSC

- 1.12 Approve Authorization for Chancellor to Sign Professional Services Contract for Benthack Hall Renovation Project for Wayne State College (FFA)

Per Board Policy 8065, the System Office and Wayne State respectfully request authorization for the Chancellor to sign a professional consulting services contract for the Benthack Hall renovation project, at a cost not to exceed available funding.

- 1.13 Approve Appointment of Construction Manager at Risk Selection Committee for Benthack Hall Renovation Project for Wayne State College (FFA)

Wayne State recommends appointment of the following committee to perform the selection of the construction manager at risk contractor for the Benthack Hall renovation project, in accordance with Board Policy 8071. The policy requires that the construction manager at risk contractor be selected by a committee comprised of Board of Trustees members, System Office and College staff, an architect or engineer, and a community member.

Carter 'Cap' Peterson, Board of Trustees  
 John Chaney, Chair of Fiscal, Facilities & Audit Committee, Board of Trustees  
 Steve Hotovy, Vice Chancellor for Facilities & Information Technology and architect, NSCS  
 Steven Elliott, Vice President for Academic Affairs, WSC  
 Angela Fredrickson, Vice President for Administration and Finance, WSC  
 Kyle Nelsen, Director of Facility Services, WSC  
 Representative from the Professional Services firm chosen to design the project  
 Wes Blecke, City of Wayne Administrator, Community Member

- 1.14 Approve Authorization for Chancellor to Sign Construction Contracts for Benthack Hall Renovation Project for Wayne State College (FFA)

Per Board Policy 8065, Wayne State requests authorization for the Chancellor to sign construction contracts for the Benthack Hall Renovation project at a cost not to exceed available funding. The Benthack Hall project is expected to cost \$9.1 million, including approximately \$7.4 million in construction contracts. The project will utilize a combination of LB 309 Task Force for Building Renewal funds, College cash, and private/Foundation funds.

- 1.15 Approve Authorization for Chancellor to Sign Contracts for Wayne State College (FFA)

Pursuant to Board Policy 8065, Wayne State requests authorization for

the Chancellor to sign contracts for the following upcoming project:

Brandenburg Education Foundation Wall Waterproofing (approximately \$120,000)

**Items for Discussion and Action**

**2. Academic and Personnel**

**2.1 Chancellor and Presidents' Contract Extensions and Salaries**

The Chancellor and Presidents' contracts will be extended until June 30, 2021. Recommended salaries for 2019-20 are as follows:

Paul Turman, NSCS Chancellor	\$276,750
Randy Rhine, Chadron State College President	\$200,130
Dan Hanson, Peru State College President	\$205,568
Marysz Rames, Wayne State College President	\$217,533

A motion to approve the Chancellor and Presidents' Contract Extensions and Salaries was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

**2.2 First and Final Round Approval of Revisions to Board Policy 4430; Transfer of Credits and Degrees**

The policy is being revised to indicate that a Nebraska Tribal College Associate of Arts or Associate of Science degree would fulfill all requirements of a general studies program at a Nebraska State College if it included a minimum of thirty (30) semester hours of general studies coursework. It also changes the minimum grade for all transfer coursework to C-, versus the current requirement of a grade of C.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 4430; Transfer of Credits and Degrees was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

**2.3 First and Final Round Approval of Revisions to Board Policy 5040; Criminal Background Checks; Employees**

The policy is being revised to clarify the reporting requirement for employees whose license is revoked, suspended or lapses as well as factors that will be taken into consideration when reviewing credit reports. The title of the policy is being changed to more accurately reflect the policy content.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 5040; Criminal Background Checks; Employees was recommended by the

Minutes Acceptance: Minutes of Jun 18, 2019 2:15 PM (Minutes Approval)

committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

2.4 Approve Interlocal Agreement Between City of Chadron Police Department and Chadron State College for College Resource Officer and Approve Interlocal Agreement with City of Wayne for Law Enforcement for Wayne State College

The Interlocal Agreement between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College and the City of Chadron Police Department will provide for a certified police officer being assigned as the College Resource Officer to engage in general law enforcement activities on the CSC campus. This Agreement will be for a period of three (3) years beginning August 1, 2019 through July 31, 2022.

Wayne State requests approval of the 2019-22 Interlocal Agreement with the City of Wayne to provide law enforcement services at the College. The total charge by the City of Wayne for the law enforcement services will be \$30,570 for the first year (July 1, 2019 through June 30, 2020). The charge for subsequent years will be increased by the lesser of five percent (5%) or the Consumer Price Index for All Urban Consumers (CPI-U) before seasonal adjustments for the prior twelve (12) month period ending in March.

A motion to approve the Interlocal Agreement Between City of Chadron Police Department and Chadron State College for College Resource Officer and to approve the Interlocal Agreement with City of Wayne for Law Enforcement for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

2.5 Approve Revised Chadron State Foundation Agreement

Changes are proposed for the collaborative agreement between the Board of Trustees and the Chadron State Foundation. The original agreement was implemented in 2010.

Changes in this agreement update include a title change for the executive officer and changes in the employment arrangement for some individuals working in the Foundation office. Effective July 1, 2019, all employees will be employed by the Foundation and the College will provide an annual payment to defray the employment expenses.

A motion to approve the Revised Chadron State Foundation Agreement was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

2.6 Approve Addition of Interdisciplinary Studies Undergraduate Major for Peru State College

Peru State seeks approval to add the following undergraduate major, beginning Fall 2020:

Interdisciplinary Studies

A motion to approve the Addition of Interdisciplinary Studies Undergraduate Major for Peru State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

2.7 Approve Memorandum of Understanding with Highland Community College and Iowa Western Community College for Peru State College

Peru State requests approval of the Memorandum of Understanding with Highland Community College to facilitate the transfer of degrees and credits between Highland Community College and Peru State College. The proposed revisions in Board Policy 4430 related to minimum grades for transfer courses are reflected in this MOU.

Peru State requests approval of the Memorandum of Understanding with Iowa Western Community College to facilitate the transfer of degrees and credits between Iowa Western Community College and Peru State College. The proposed revisions in Board Policy 4430 related to minimum grades for transfer courses are reflected in this MOU.

A motion to approve the Memorandum of Understanding with Highland Community College and the Memorandum of Understanding with Iowa Western Community College for Peru State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

2.8 Approve S.T.E.P. Partnership Agreement with South Sioux City Community School District; Approve S.T.E.P. Partnership Agreement with Pathways 2 Tomorrow Rural School Consortium and Approve S.T.E.P. Partnership Agreement with Grand Island Public Schools for Wayne State College

Wayne State requests approval of the Students to Teachers through Educator Pathways (STEP) Partnership Agreement with the South Sioux City Community School District. This unique pathways initiative is designed to support high school students interested in becoming teachers, allowing greater accessibility to a variety of teaching endorsement options and opportunities while at Wayne State College,

thus increasing their marketability by adding valuable skill sets to their pedagogical repertoire to better serve future students and schools.

Wayne State requests approval of the Students to Teachers through Educator Pathways (STEP) Partnership Agreement with the Pathways 2 Tomorrow Rural School Consortium. This unique pathways initiative is designed to support high school students interested in becoming teachers, allowing greater accessibility to a variety of teaching endorsement options and opportunities while at Wayne State College, thus increasing their marketability by adding valuable skill sets to their pedagogical repertoire to better serve future students and schools.

Wayne State requests approval of the Students to Teachers through Education Pathways (STEP) Partnership Agreement with the Grand Island School District. This unique pathways initiative is designed to support high school students interested in becoming teachers, allowing greater accessibility to a variety of teaching endorsement options and opportunities while at Wayne State College, thus increasing their marketability by adding valuable skill sets to their pedagogical repertoire to better serve future students and schools.

A motion to approve the S.T.E.P. Partnership Agreement with South Sioux City Community School District; approve the S.T.E.P. Partnership Agreement with Pathways 2 Tomorrow Rural School Consortium and approve the S.T.E.P. Partnership Agreement with Grand Island Public Schools for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

2.9 Approve Memorandum of Understanding with Aruba Ministry of Education, Science and Sustainable Development for Wayne State College

Wayne State requests approval of the Memorandum of Understanding with the Aruba Ministry of Education, Science and Sustainable Development. This MOU will enhance the development of partnerships for transfer articulations, study, research, and internships in STEM, teacher education, health, business, hospitality and other programs in the schools of Arts and Humanities; Business and Technology; Education and Counseling; Natural and Social Sciences; and in Career Development.

A motion to approve the Memorandum of Understanding with Aruba Ministry of Education, Science and Sustainable Development for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

- 2.10 Approve Memorandum of Understanding for the College of Agricultural Sciences & Natural Resources (CASNR), University of Nebraska-Lincoln (UNL) Transfer Initiative with Wayne State College

Wayne State requests approval of the Memorandum of Understanding (MOU) with the College of Agricultural Sciences and Natural Resources (CASNR), University of Nebraska-Lincoln (UNL).

A motion to approve the Memorandum of Understanding for the College of Agricultural Sciences & Natural Resources (CASNR), University of Nebraska-Lincoln (UNL) Transfer Initiative with Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

- 2.12 Approve Addition of Public Relations Focus Area in Master of Science in Organizational Management Graduate Program for Wayne State College

Wayne State College would like to seek approval to add the following graduate Focus Area in the Master of Science in Organizational Management program, beginning Fall 2019:

- Public Relations (Organizational Management)

A motion to approve the Addition of Public Relations Focus Area in Master of Science in Organizational Management Graduate Program for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

- 2.13 Approve Addition of Public Accounting Focus Area in Master of Business Administration Graduate Program for Wayne State College

Wayne State would like to seek approval to add the following graduate Focus Area in the Master of Business Administration program, beginning Fall 2019:

- Public Accounting (Business Administration)



A motion to approve the Addition of Public Accounting Focus Area in Master of Business Administration Graduate Program for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

2.14 Approve Addition of Journalism and Media Education Supplemental Endorsement for Wayne State College

Wayne State College would like to seek approval to add the following Supplemental Endorsement in the Journalism and Media Education program, beginning Fall 2019:

- Journalism and Media Education (Communication Arts)

A motion to approve the Addition of Journalism and Media Education Supplemental Endorsement for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

2.15 Approve Nebraska Statewide Workforce and Educational Reporting System (NSWERS) Agreement

This Agreement was created in response to LB 1071 (2010) which required the Nebraska State Board of Education, Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges and the Board of Governors of each Community College to enter into a Memorandum of Understanding to adopt a policy to share student data. The data will be shared for the purposes of evaluation of and research related to public PK-12 and postsecondary institutions of education to improve education and respond to the workforce needs in Nebraska.

A motion to approve the Nebraska Statewide Workforce and Educational Reporting System (NSWERS) Agreement was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

### 3. Student Affairs, Marketing, and Enrollment

3.1 First and Final Round Approval of Revisions to Board Policy 3050; Residency

Revisions to this policy are necessitated by LB122 [2019] which modified residency requirements for veterans and their spouses and dependents and others who are entitled to rehabilitation services under 38 U.S.C. 3102(a) which provides for certain veteran's benefits.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 3050; Residency was recommended by the committee to the full Board,

which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

3.2 First and Final Round Approval of Revisions to Board Policy 3401; Nebraska Access Program

The policy is being revised to indicate that students enrolled in an academic partnership program between one of the State Colleges and another institution will be eligible for the Nebraska Access Program, when it is specifically referenced as a component of the Agreement.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 3401; Nebraska Access Program was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

3.3 Approve Contract with Clark Creative Group for Wayne State College

Board of Trustees Policy 7015: Contracts; Limitations, Exemptions requires that all contracts in excess of fifty thousand dollars (\$50,000) be approved by the Board.

In accordance with this policy, Wayne State is requesting approval to enter into a Contract for Services with Clark Creative Group for radio, television, and digital advertising placement and monitoring services in the amount of \$355,000.

A motion to approve the Contract with Clark Creative Group for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

**4. Fiscal, Facilities and Audit**

4.1 Approve Revised Operating Budgets for 2018-2019

A motion to approve the Revised Operating Budgets for 2018-2019 was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.2 Approve Revised Revenue Bond Operating Budgets for 2018-2019

Board Policy 9008 includes language that "Any college may submit, if needed, revisions to its revenue bond operating budget. Any revision shall not become effective until the Board has approved the revision and the same has been delivered to the Bond Trustee."

A motion to approve the Revised Revenue Bond Operating Budgets for 2018-2019 was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

#### 4.3 Approve Tuition Rates

This proposal includes tuition rates for the next two years to assist students and their families in planning for the cost of their education. The 2020-21 rates are contingent upon the state general fund appropriation for the NSCS remaining at the level approved by the Governor and Legislature during the 2019 Regular Session of the Legislature; and are subject to change if there is a reduction in that funding. The proposed tuition rates, per credit hour, for 2019-20 and 2020-21 are:

	<u>2019-20</u>	<u>2020-21*</u>
<b>TUITION</b>		
Undergraduate, resident	\$181.50	\$186.00
Graduate, resident	\$227.00	\$232.50
Undergraduate, non-resident	\$363.00	\$372.00
Graduate, non-resident	\$454.00	\$465.00
<b>CHADRON STATE COLLEGE "Eagle Rate"</b>		
Undergraduate, non-resident (on-site)	\$182.50	\$187.00
<b>PERU STATE COLLEGE "One Rate Any State"</b>		
Undergraduate, non-resident (on-site)	\$182.50	\$187.00
<b>COLLEGE CENTER AT SOUTH SIOUX CITY (WSC) "Bridge Rate"</b>		
Undergraduate, non-resident (College Center)	\$182.50	\$187.00
Graduate, non-resident (College Center)	\$228.00	\$233.50
<b>ONLINE RATE (all inclusive)</b>		
Undergraduate Online	\$296.50	\$304.00
Graduate Online	\$370.75	\$380.00
<b>DUAL ENROLLMENT PROGRAM RATE (all inclusive)</b>		
	\$ 60.00	\$ 60.00

\*These rates are contingent upon receiving state general funds at the level appropriated during the 2019 Regular Session of the Legislature.

#### **TUITION RATES**

Board Policy 6021 states that undergraduate resident tuition rates will be established, and the graduate rate will be approximately one hundred twenty-five percent (125%) of the undergraduate rate. Non-resident undergraduate rates will be established at no more than two

hundred percent (200%) of resident undergraduate rates, and non-resident graduate rates will be established at approximately one hundred twenty-five percent (125%) of the non-resident undergraduate rate.

#### **ONLINE RATE**

Board Policy 6021 also provides that the online rate is inclusive of tuition and fees.

#### **DUAL ENROLLMENT PROGRAM RATE**

Board Policy 6021 also provides that the dual enrollment rate is inclusive of tuition and fees.

A motion to approve the Tuition Rates was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

#### 4.4 Approve Fee Recommendations for 2019-2020

A motion to approve the Fee Recommendations for 2019-2020 was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

#### 4.5 Approve Distribution of Funds for FY 2019-2020

Board Policy 7001 provides for the allocation of operational funds to the State Colleges and the System Office. The proposed Distribution of Funds is included with this item.

The General Fund appropriation for FY 2019-20 is \$53,548,946, which is contained in LB 294(2019). This is an increase of \$1,928,142 (or 3.7%) from the FY2018-19 general fund base.

The Cash Fund (est.) appropriation is adjusted for tuition and fee rate increases, as well as for enrollment changes at each of the Colleges. The budget for NeSIS Operations, which flows through the System Office Cash Fund, is reduced by \$9,750 for FY 2019-20. The last adjustment shown to the Cash Fund (est.) appropriation is to build an amount into each College's base budget for scholarship awards received during the year from state agencies such as the Coordinating Commission for Postsecondary Education (CCPE) and the Nebraska Department of Education. Each College has previously requested increases to its cash funds each time awards for students are received. Building an estimated amount into the base appropriation will reduce the administrative burden of requesting smaller changes throughout the year not only for the Colleges, but also for the Department of Administrative Services budget office. This also provides a more appropriate base amount in the Cash Fund base

budget established by the Board.

The Revolving Fund (Revenue Bond) Operations and Maintenance amounts are based on the FY 2019-20 preliminary revenue bond operating budgets, which are also on the agenda for Board approval.

The Federal Fund appropriation reflects preliminary projections from the Colleges. Additional adjustments may be made to the Federal Funds appropriation as needed by the Colleges during the fiscal year.

A motion to approve the Distribution of Funds for FY 2019-2020 was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

#### 4.6 Approve Preliminary Operating Budgets for 2019-2020

The Colleges and the System Office have prepared recommended operating budgets for FY 2019-20, with the General, Cash and Federal Fund amounts based on the approved Distribution of Funds.

These budgets provide the basis for the initial distribution of appropriations for FY 2019-20.

A motion to approve the Preliminary Operating Budgets for 2019-2020 was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

#### 4.7 Approve Preliminary Revenue Bond Operating Budgets 2019-2020

Board Policy 9008 states that prior to June 10th of each year, each State College shall prepare and submit to the Board its revenue bond operating budget for the next fiscal year.

A motion to approve the Preliminary Revenue Bond Operating Budgets 2019-2020 was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

#### 4.8 Approve Exclusive Beverage and Vending Contract for Chadron State College

Board Policy 9015 on food service operations includes the provision of vending machine services. The policy requires that proposals be submitted from vendors every five years.

A motion to approve the Exclusive Beverage and Vending Contract with Pepsi-Cola of Western Nebraska for Chadron State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.9 Approve Adoption of Resolution to Select Construction Manager at Risk Contract Delivery System for Math Science Project for Chadron State College

Pursuant to Board Policy 8071, Chadron State requests that the construction manager at risk contract delivery system be adopted as an option for the Math Science project.

A motion to approve the Adoption of Resolution to Select Construction Manager at Risk Contract Delivery System for Math Science Project for Chadron State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.10 Approve Use of Unappropriated Cash Funds on a One Time Basis for Math Science Project for Chadron State College

Board Policy 7001 discusses budgets and states: "If needed, revised budgets for the current fiscal year may be submitted to the Board for approval. Revised budget requests must clearly identify the funding source and be accompanied by a full explanation of the proposed program budget adjustments."

Chadron State is requesting Board approval for the use of \$225,000 of unappropriated cash funds on a one-time basis for the Math Science Project. The cash fund balance adequately supports this request.

A motion to approve the Use of Unappropriated Cash Funds on a One Time Basis for Math Science Project for Chadron State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.11 Approve Reallocation of Contingency Maintenance Funds for Peru State College

Policy 9006 provides for transfers of Surplus Funds and states that reallocations exceeding twenty-five thousand dollars (\$25,000) shall be submitted to the Board for approval prior to initiating the projects using those funds.

From Resolution:

4/20/18 \$71,940 #2 Campuswide Furnishings

To Resolution:

4/20/18 \$71,940 #5 Residence Halls, Student Center and Apartments Repair and Infrastructure

Minutes Acceptance: Minutes of Jun 18, 2019 2:15 PM (Minutes Approval)

From Resolution:		
3/24/17	\$50,000	#4 Residence Hall, Apartments & Student Center; R&R Mechanical Systems, HVAC, Heat Systems, Roofs including Asbestos Abatement
To Resolution:		
3/21/19	\$50,000	#3 Nicholas/Pate Electrical Upgrades

A motion to approve the Reallocation of Contingency Maintenance Funds for Peru State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.12 Approve Continuation of Spirit Shop Contract for Peru State College

Peru State contracted with Dash Printing to provide a Spirit Shop to serve the College beginning July 1, 2016 through June 30, 2019 with the option to renew for two (2) additional one-year terms. For 2019-2020, PSC will continue to receive a commission of six percent (6%) of monthly net sales.

A motion to approve the Continuation of Spirit Shop Contract for Peru State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.13 Approve Acceptance of Donated Certificate of Deposit from Bank of America for Peru State College

The PSC Foundation has located a Certificate of Deposit (CD) with Bank of America that has been turned over to the State of Texas Unclaimed Property. Peru State College was named as the beneficiary on this CD, the CD holder has passed away, and the CD has reached its maturity. The value of the CD is \$22,684.84.

A motion to approve the Acceptance of Donated Certificate of Deposit from Bank of America for Peru State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.14 Approve Adoption of Resolution to Select Construction Manager at Risk Contract Delivery System for Benthack Hall Renovation Project for Wayne State College

Pursuant to Board Policy 8071, Wayne State requests that the construction manager at risk contract delivery system be adopted as an option for the Benthack Hall Renovation project.

A motion to approve the Adoption of Resolution to Select Construction Manager at Risk Contract Delivery System for Benthack Hall Renovation Project for Wayne State College was recommended by the committee to the full Board,

which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.15 Approve Use of Unappropriated Cash Funds on a One Time Basis for Benthack Hall Renovation Project for Wayne State College

Board Policy 7001 discusses budgets and states: "If needed, revised budgets for the current fiscal year may be submitted to the Board for approval. Revised budget requests must clearly identify the funding source and be accompanied by a full explanation of the proposed program budget adjustments."

Wayne State requests Board approval to use \$2,000,000 on a one-time basis from unappropriated cash funds for the Benthack Hall renovation project. Approval of this funding will allow the College to move forward with planning and design for the project. The cash fund balance adequately supports this request.

A motion to approve the Use of Unappropriated Cash Funds on a One Time Basis for Benthack Hall Renovation Project for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.16 Approve Return of Cash Funds Designated for U.S. Conn Library to Undesignated Cash Funds for Wayne State College

Board Policy 7001 discusses budgets and states: "If needed, revised budgets for the current fiscal year may be submitted to the Board for approval. Revised budget requests must clearly identify the funding source and be accompanied by a full explanation of the proposed program budget adjustments."

Wayne State requests approval for the return of the following amount of unused cash funds from a project previously approved by the Board.

U.S. Conn Library Renovation	\$781,424.79
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A motion to approve the Return of Cash Funds Designated for U.S. Conn Library to Undesignated Cash Funds for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.17 First and Final Round Approval of Revisions to Board Policy 6021; Income; Tuition, Online Rate, and Dual Enrollment Rate

Revisions to Board Policy 6021 are proposed to clarify that the Matriculation/Processing Fee includes the statutorily required Matriculation Fee of \$5 as well as a Processing Fee.



A motion to approve the First and Final Round Approval of Revisions to Board Policy 6021; Income; Tuition, Online Rate, and Dual Enrollment Rate was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.18 First and Final Round Approval of Revisions to Board Policy 6022; Income; Systemwide Fees; Individual College Fees

Revisions to Board Policy 6022 are proposed to clarify that the Matriculation/Processing Fee includes the statutorily required Matriculation Fee of \$5 as well as a Processing Fee.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 6022; Income; Systemwide Fees; Individual College Fees was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.19 Board Policy 7011; Purchases; Bids; Protest

Board Policy 7011 is a new proposed policy to provide a protest procedure for vendors and service providers following bidder notifications. The protest procedure is for purchases or service contracts for which competitive sealed bids or competitive negotiation process was utilized.

A motion to approve Board Policy 7011; Purchases; Bids; Protest was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

4.20 First and Final Round Approval of Revisions to Board Policy 8064; Capital Construction and Information Technology (IT); Bids

The System Office recommends revising Board Policy 8064 to place final approval authority for receiving less than three (3) bids on the Vice Chancellor for Facilities and Information Technology. This revision will make the procedure more efficient without reducing the technical review of the documentation.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 8064; Capital Construction and Information Technology (IT); Bids was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

## Items for Information and Discussion

### 5. Academic and Personnel

#### 5.1 Promotion and Tenure Report

The promotion and tenure information is provided to the Board for information.

#### 5.2 Foundation Employee Compensation

Chadron State Foundation's employee salary information for 2019-2020 is attached as an information item as required by Board Policy 2101 (#5c).

#### 5.3 Updated Mission, Vision and Core Values Statements for Chadron State College

Chadron State has recently completed the revision process for the College's Mission, Vision and Core Values. As part of its approval process prior to submission to the Higher Learning Commission, CSC shares these updated statements with the Board for review and feedback.

#### 5.4 Employee Demographic Report

This annual employee demographic report is being provided to the Board as an information item. The report data is from the fall of 2018, which corresponds with the timing of the first report in 2010.

#### 5.5 Reports of Personnel Actions

The personnel action reports are provided to the Board for information

### 6. Student Affairs, Marketing, and Enrollment

#### 6.1 Student Demographic Report

This is an annual demographic report for students in the Nebraska State College System provided to the Board for information. Please note that comparison data is provided for Fall 2011 through Fall 2017.

## 7. Fiscal, Facilities, and Audit

### 7.1 Annual Report on Internal Leases of Revenue Bond Buildings

Board Policy 9004 on revenue bond facilities states that the Board will establish and maintain such schedule of rates, fees and/or charges for the use of the facilities controlled by the Board. Although leased for College use, non-revenue bond use of revenue bond facilities by the Colleges is reported annually to the Board. Lease payments made for use of the revenue bond space is included in the revenue bond program.

### 7.2 Physical Plant Status Reports

Pursuant to Board Policy 8050, Physical Plant Status Reports from each of the Colleges are provided to the Board for information.

### 7.3 Capital Construction Quarterly Reports

Pursuant to Board Policy 8050, Capital Construction Progress Reports from each of the Colleges are provided to the Board for information on a quarterly basis.

#### Chadron

1. Stadium Facility - Interim report

#### Peru

1. Delzell Renovation - Interim report
2. Field House Phase II - Interim report
3. Theater Renovation - Interim report

#### Wayne

1. Center for Applied Technology - Interim report
2. Press Box Replacement - Interim report
3. U.S. Conn Library Renovation - Final report

### 7.4 Spring Occupancy and Income Reports

The Spring 2019 Occupancy and Income reports from each of the Colleges are provided to the Board for information as per Board Policy 2101.

### 7.5 Contracts and Change Orders for Information

Pursuant to Board Policies 7015, 7016, and 8065, the following contracts and change orders are provided to the Board for information

#### Chadron State Contracts

- Crites Hall (PeopleSoft academic advisement consultant) -- \$11,400
- Campuswide (MFP's) -- \$75,917.52

- Crites Hall (marketing, recruitment consultant) -- \$68,700
- High Rise Dormitory (shower piping modifications) -- \$174,000
- Rangeland Lab (suspended ceiling) -- \$12,750
- Armstrong Gymnasium (roof replacement) -- \$981,850

#### Peru State Contracts

- Campuswide (purchase and installation of security cameras) -- \$63,537.34
- Performing Arts Center (eliminate outside electrical panel and change lights to DMX lights) -- \$9,130.80
- Field House (asbestos abatement and compliance monitoring) - - \$21,380
- Softball Field (concrete pad for batting cage) -- \$12,575
- AV Larson (Foundation renovation) -- \$99,640

#### Wayne State Contracts

- Energy Plant (repairs to 2 centrifugal chillers) -- \$384,216
- Peterson Fine Arts Building Theatre and Ley Theatre (architectural planning services for preparation of a program statement for renovation) -- \$64,600
- Morey Hall (fire sprinkler install) -- \$343,100
- Energy Plant (installation of variable frequency controllers for existing pumping and fan equipment serving the chiller plant) -- \$219,559
- Berry Hall-West Wing (fire sprinkler install) -- \$176,683
- Center for Applied Technology (install and configure 12-screen video wall) -- \$28,147.81
- Southwest Corner of Campus (design and construction of new campus entrance monument sign) -- \$18,015
- Student Center (complete quarry tile replacement; areas include west stair, central stair, atrium corridor, bookstore entry, west vestibule and east vestibule) -- \$72,494

#### Wayne State Change Orders

- Center for Applied Technology (#13-add AV FTP cables in 2<sup>nd</sup> floor classrooms, add panels to wall at all custodial sink locations, add stair stringer vinyl) -- \$8,765.40
- Center for Applied Technology (#14-PR22 - storefront and gate breakout; transfer grilles and exhaust duct; add data lines; and directed dust collector changes) -- \$37,812.74
- Energy Plant (#1-motor drive shaft on chiller #2) -- \$35,648.07

#### Nebraska State College System Contracts

- System Office and Colleges (employee assistance program) -- \$24.70 per employee per year
- System Office and Colleges (lobbyist services) -- \$40,533
- System Office and Colleges (background check services - 5 year max) -- \$400,000 max
- System Office (consulting services) -- \$44,000

- Colleges (collection management software) -- \$182,968.89 over 3 years
- Colleges (implementation of collection management software into the cloud) -- \$8,200
- System Office & Colleges (high school counselor listings) -- \$2,224

## 7.6 Grant Applications and Awards for Information

Board Policy 6024 requires the reporting of grant awards and applications to the Board as information, if they do not have a state maintenance of effort or future fiscal responsibility.

### Chadron State Applications:

- Costume Design Position (Darold Newblom Foundation) -- \$14,000
- Housing for CSC Theatre Directors (Darold A. Newblom Foundation) -- \$10,000
- Update Lucid Key and Species Descriptions of Six Western Rangeland Grasshoppers with Emphasis on Oklahoma Distributions (USDA-APHIS) -- \$11,956
- Western States - New and Emerging Farm Business Management and Benchmarking Partnership (USDA-NIFA) -- \$41,093.50

### Chadron State Awards

- Chadron State Hoop Shoot (Dawes County Travel Board) -- \$1,200
- Nebraska Research Network in Functional Genomics (National Institutes of Health) -- \$20,833 in addition to the \$21,635 already awarded in current grant year
- Small Business Administration NBDC (U.S. Small Business Administration) -- \$23,000
- Upward Bound (U.S. Department of Education) -- \$287,533

### Peru State Award

- Nebraska EPSCoR Undergraduate Research Experience (National Science Foundation Infrastructure Grant) -- \$5,000

### Wayne State Awards

- Collaborative Research: Hierarchical Functioning of River Macrosystems in Temperate Steppes-From Continental to Hydrogeomorphic Patch Scales (National Science Foundation) -- \$76,669 less \$59,600 transferred to University of Montana reduces to \$17,069
- Nebraska Business Development Center (U.S. Small Business Administration) -- \$73,000
- Nebraska EPSCoR Undergraduate Research Experience (National Science Foundation Infrastructure Grant) -- \$5,000

- Nebraska Research Network in Functional Genomics (National Institutes of Health) - additional \$22,503 bringing total to \$78,025

## 8. Miscellaneous Action and Information Items

### i. Chancellor's Report

#### 8.1.1 Chancellor's Report

Chancellor Turman reported on the data being used to drive the development of the new Strategic Plan. Some of the metrics used include 1<sup>st</sup> year retention rates, Pell retention rates, 6-year completion rates, total degrees awarded and transfer student graduates.

The 32-member Strategic Planning Committee is working to develop goals for the metrics used. One of the goals set is 72% for the 1<sup>st</sup> year retention rate. This would mean each of the Colleges would need to increase their retention rates 2-3%.

Program and partnership expansion, student to faculty ratio, and workforce and economic capacity are also items being used in the Strategic Plan development. One of the major items being discussed is the state versus student funding rates. Currently the state rate is at 57% and the projected goal is 65% by 2025.

Chancellor Turman also mentioned the Board Retreat scheduled for August 8-9, 2019 and discussed his travel that was included in his report.

#### 8.1.2 Board Nominating Committee Report and Election of Officers

Chair, Gary Bieganski

Vice Chair, Jess Zeiss

A motion to approve the Board Nominating Committee Report and Election of Officers was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, Blomstedt, and Zeiss.

### ii. Presidents' Report

#### 8.2.1 President's Reports

CSC President Rhine noted to President Hanson that if there was anything that CSC could do to help during the aftermath of the flooding to let him know and he would work to help.

President Rhine also reported on having to close campus except for essential operations for 6 days in March and April because of two historic blizzards. The campus also withstood an 8-hour

power outage in early March. The first blizzard occurred March 13-15 which resulted in drifts of snow 8 to 10 feet deep. It took 31 staff members 800 hours to remove the snow. On April 10 and 11, 12 inches of snow fell and it took 600 hours to remove the snow.

The Big Event had to be modified due to the snowfall. The Event had 50 jobsites scheduled prior to the blizzard. Twenty-two locations/jobsites were able to be worked at by the 100 volunteers that attended the Event. Later in April, The Big Event staff and 100 volunteers went to several of the jobsites that were unable to be completed earlier in the month.

Friday, June 21 the College was going to sponsor a celebration for all staff and faculty to thank them for their time during the blizzards and power outage.

WSC President Rames reported on a review of the 2018-19 academic year. Regarding student success, 119 graduate students and 381 graduate students had their degrees conferred at the May commencement exercises. Of those students, 27 were Honors Program students who presented research projects in the week leading up to graduation on several different topics. Several new academic programs had been added which included, a criminal justice option in the master of science in organizational management program; an integrated technology support option in the Computer Technology and Information System department; a travel and tourism minor in the History, Politics and Geography department and an engineering technology degree through the School of Business and Technology. All are pending approval from Nebraska's Coordinating Commission for Postsecondary Education.

President Rames also reported that several new partnerships had been approved by the Board which included articulation agreements with Western Iowa Technical Community College and Little Priest Tribal College, and an agreement with the College of Agricultural Sciences and Natural Resources, the University of Nebraska, and the Nebraska Technical College of Agriculture for agricultural degree programs.

Several summer camps were held on campus including, criminal justice, engineering, music, nursing and athletics.

PSC President Hanson thanked everyone for their support during the flooding and its aftermath. PSC is still trucking in water daily as the water processing plant is not functioning yet. The levee had been repaired.

President Hanson reported on the development of a culture of engagement to foster student achievement and retention through student research. Several students and faculty have worked together on research projects. Some of the projects included

research on the Women's Suffrage Movement in 1914-1919; a three-year study of the impact of the Peru State Business Contest on student recruitment and retention at PSC; surveying new gregarine species in the eastern Mojave Desert; collecting survey data regarding health care provided to Costa Rica residents with dengue fever and researching a specific group of chemical sensing electrodes called ion-selective electrodes.

### iii. Student Trustees' Report

PSC Student Trustee Myers reported that PSC had posted the first annual Research and Creativity Day on April 4. Students presented either a poster or oral presentations on their respective research projects. The Scholarship Luncheon was held at PSC on April 12. Fifteen students and their families attending the event. Feedback indicated all liked the luncheon being held on campus instead of in Lincoln.

Student Trustee Myers also reported that The Council for Exceptional Children hosted its first annual Exceptional Bobcat Sports Camp at PSC. Forty-eight K-8 students attended the event. The grand opening of the Performing Arts Center was held May 3. A Choral Invitational was held in the performing Arts Center attended by students from Auburn, Fremont and Nebraska City High Schools.

Over 400 students graduated at the May commencement ceremonies at PSC.

WSC Student Trustee VanMeeteren reported that students are excited about the new food service contract with Chartwell's. This year the Student Senate allocated \$360,000 to more than 80 clubs and organizations.

Student Trustee VanMeeteren also reported that new leadership would take over the Student Senate during the next academic year. Approximately 2,000 students made the Dean's List by maintaining a GPA of 3.5 or higher.

### Adjournment

The meeting was adjourned at 4:41 PM

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Paul Turman, Chancellor





# Nebraska State College System

CHADRON | PERU | WAYNE

## Executive Session -August 8, 2019

### Call to Order - Executive Session

The meeting was called to order at 9:03 AM by Chair Bieganski.

David Attis from EAB made a presentation to the Board.

Chancellor Turman presented the NSCS 2025 Strategic Plan to the Board.

Each of the Presidents made a presentation to the Board regarding each Colleges priorities and strategic initiatives for the next 3-5 years.

Motion was made by Trustee Suarez and seconded by Trustee Chaney to go into executive session as authorized by Neb. Rev. Stat. §84-1410 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:

- Pending litigation
- Personnel matters

Chair Bieganski declared that the executive session would be strictly limited to a discussion of:

- Pending litigation
- Personnel matters

Motion was adopted. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Zeiss

**ABSENT:** Matt Blomstedt

The Board went into executive session at 5:45 PM. The Board reconvened the open meeting at 7:30 PM.

### Adjournment - Executive Session

There being no further business, the meeting was adjourned by Chair Bieganski at 7:30 PM.

**August 9, 2019****Call to Order**

The meeting was called to order at 8:30 AM by Chairman Gary Bieganski.

Chancellor Turman discussed the proposed revisions to Board Policy 3400; Tuition Remission.

Vice Chancellor Melton presented information regarding Enterprise Risk Management.

Vice Chancellor Murphy discussed the proposed revisions to Board Policy 6008; Collection of Delinquent Debts; Writing Off Bad Debts.

The Board of Trustees Business Meeting was called to order at 11:30 AM by Chairman Gary Bieganski.

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>	<b>Arrived</b>
Michelle Suarez	Trustee	Present	
Gary Bieganski	Chairman	Present	
John Chaney	Trustee	Present	
Bob Engles	Trustee	Present	
Carter Peterson	Trustee	Present	
Matt Blomstedt	Trustee	Absent	
Jess Zeiss	Vice Chairman	Present	

**Approval of Meeting Agenda**

A motion was made by Trustee Chaney and seconded by Trustee Peterson to approve the Meeting Agenda. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, Zeiss

**ABSENT:** Matt Blomstedt

**Public Comments**

No public comment

## 1. Items for Consent Agenda

A motion to approve the Consent Agenda items was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, and Zeiss.

**ABSENT:** Matt Blomstedt

### 1.1 Approve Amendment to Transfer Initiative Memorandum of Agreement with Northeast Community College for Wayne State College

The program designees and signature page of the Memorandum of Agreement with Northeast Community College that was approved during the March, 2019 Board meeting has been updated to include contact information and signatures of current leadership, as President Chipps is no longer with NECC. All other components of this Agreement have not been changed.

### 1.2 Approve Amended Joint Program Agreement with Metropolitan Community College for Wayne State College

The list of approved AAS programs from Metropolitan Community College that are eligible for this AAS/BS Technology joint program has been expanded to include additional program areas. All other components of this Agreement have not changed.

## Items for Discussion and Action

## 2. Academic and Personnel

### 2.1 Approve Addendum to Amended Collaborative Agreement

The Board approved an Amended Collaborative Agreement with the Chadron State Foundation in June 2019. This Addendum provides for the College to make a one-time payment of \$11,000 to the Foundation in recognition of the financial obligation that the Foundation assumed for future retirement payments for employees that were previously employed by the College but now are employed by the Foundation.

A motion to approve the Addendum to the Amended Chadron State Foundation Collaborative Agreement was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, and Zeiss.

**ABSENT:** Matt Blomstedt

## 3. Student Affairs, Marketing, and Enrollment

No action items

#### 4. Fiscal, Facilities and Audit

##### 4.1 Approve Naming of Choir Room in Jindra Fine Arts Building for Peru State College

Board Policy 8020 provides for the naming of NSCS buildings and other facilities. According to paragraph 4 of the policy, "The proposed name shall come to the Board as a recommendation of the College President." Pursuant to this policy, Peru State proposes to name a room in Jindra Fine Arts in recognition of substantial contributions and service to Peru State College. Effective on August 20, 2019, Peru State proposes to name the following room in honor of the donors who have provided substantial financial gifts and service to the College.

Dr. Thomas Ediger Choir Room

This naming request brings honor to the donor and their family members, to Peru State and to the Nebraska State College System.

The Chancellor supports this request and recommends approval.

A motion to approve the Naming of the Choir Room in the Jindra Fine Arts Building for Peru State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, and Zeiss

**ABSENT:** Matt Blomstedt

#### Items for Information and Discussion

No information and discussion items.

#### Adjournment

The meeting was adjourned at 12:22 PM

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Paul Turman, Chancellor

**ITEMS FOR CONSENT AGENDA**

September 12, 2019

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***ACTION:***                                **Approve Revised Organizational Chart for Peru State College (AP)**

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As per Board Policy 2500, Peru State is providing a change to its organizational chart because the Director of Distance Education is now reporting to the Vice President for Academic Affairs.

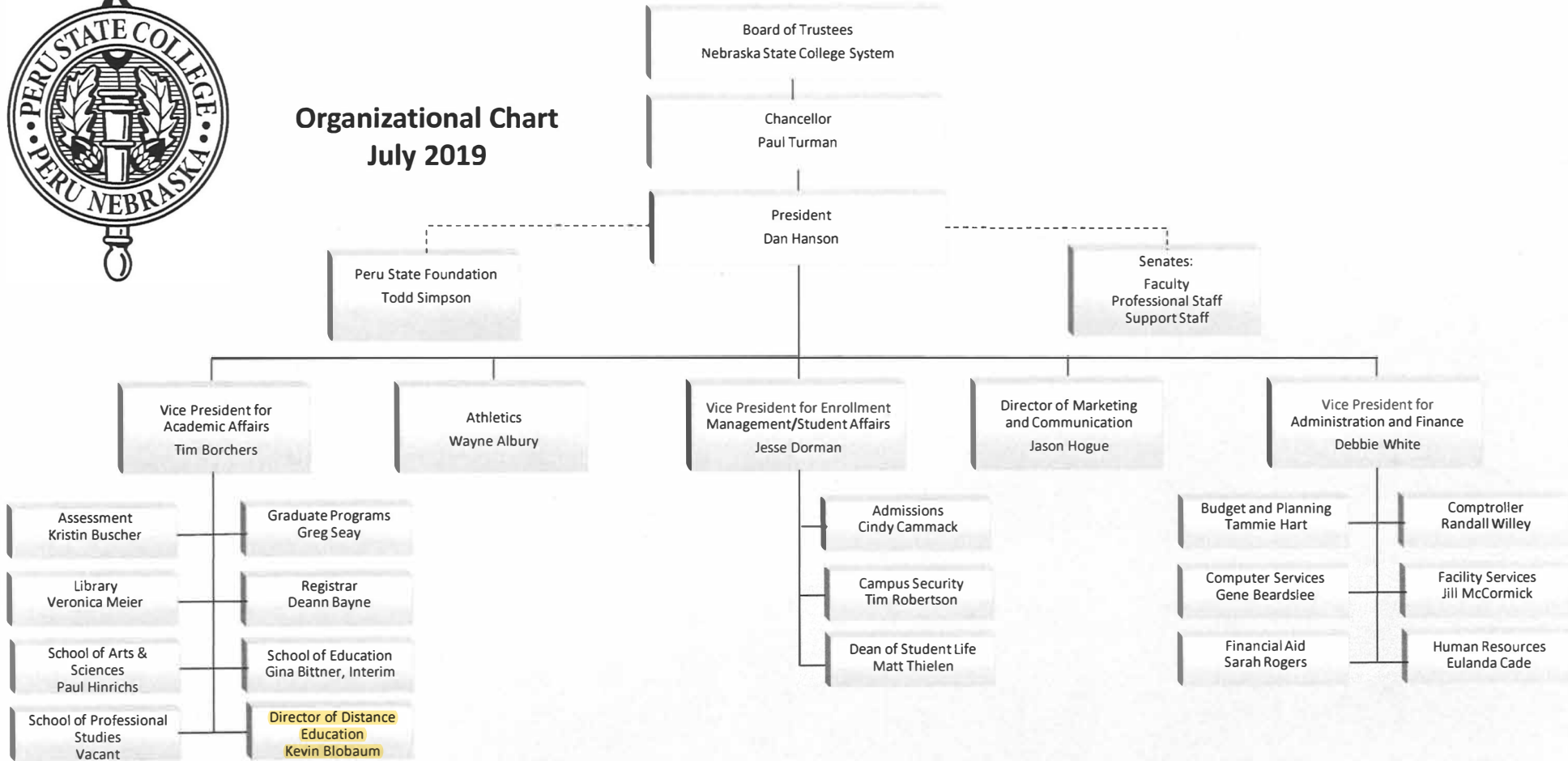
The System Office and Peru State College recommend approval of the Revised Organizational Chart for Peru State College (AP).

**ATTACHMENTS:**

- PSC Organizational Chart (PDF)



# Organizational Chart July 2019



**ITEMS FOR CONSENT AGENDA**

September 12, 2019

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***ACTION:***                                **Approve Amendment to Interlocal Agreement with Northeast Community College for South Sioux City College Center for Wayne State College (AP)**

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Wayne State requests permission to enter into an Amendment to the Interlocal Agreement with Northeast Community College for the joint operation of the College Center in South Sioux City.

The Agreement currently states that Wayne State College is responsible for securing a stand-alone Directors and Officers (D&O) and Employment Practices Liability Insurance (EPLI) policy for the College Center and the cost shared between the Parties. Upon review and recommendation by the NSCS insurance broker, it was determined that the insurance policy is no longer necessary and additional expense for the Parties. The broker recommends the Agreement be revised under Section V. Insurance subsection (B) to clarify that each Party is responsible for obtaining coverage related to the D&O and EPLI exposures.

The System Office and Wayne State College recommend approval of the Amendment to Northeast Community College Agreement with Wayne State College (AP).

**ATTACHMENTS:**

- WSC Proposed Amendment to Interlocal Agreement        (PDF)

Amendment  
Interlocal Agreement  
College Center at South Sioux City

The Board of Trustees of the Nebraska State Colleges d/b/a Wayne State College (WSC) and the Board of Governors of the Northeast Community College Area (Northeast), collectively (Parties) agree that Section IV (B) of the September 9, 2016 Interlocal Agreement shall be deleted and replaced with the following language:

B. Directors and Officers and Employment Practices liability insurance: WSC and Northeast shall be responsible for securing this coverage for their respective entities and employees. For purposes of this section, any shared staff are considered employees of Northeast.

All other terms and conditions of the September 9, 2016 Interlocal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Amendment to the Interlocal Agreement is fully executed as of the 12<sup>th</sup> day of September 2019.

NORTHEAST COMMUNITY COLLEGE AREA

ATTEST:      By     \_\_\_\_\_

Chairperson, Board of Governors

\_\_\_\_\_

Vice Chairperson, Board of Governors

\_\_\_\_\_

Date

(SEAL)

By     \_\_\_\_\_

Chair, Board of Trustees

\_\_\_\_\_

Chancellor

\_\_\_\_\_

Date

(SEAL)

Attachment: WSC Proposed Amendment to Interlocal Agreement (2578 : Amendment to Northeast Community College Agreement with Wayne



**ITEMS FOR CONSENT AGENDA**

September 12, 2019

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*ACTION:*                                    **Approve Elimination of Health Sciences Supplemental Endorsement Prior to Implementation for Peru State College (AP)**

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Upon further review, Peru State has decided not to implement the Health Sciences Supplemental Endorsement as previously proposed during the January 2019 meeting. The College wishes to review how best to meet state requirements for this endorsement before offering the program.

The System Office and Peru State College recommend approval of the Elimination of Health Sciences Supplemental Endorsement for Peru State College (AP).

## ITEMS FOR CONSENT AGENDA

September 12, 2019

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**ACTION: LB 309 Allocations and Retrievals (FFA) (SH)**


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The following LB 309 allocations and retrievals are presented for Board approval per Board Policy 8065.

**Peru State**

- |   |         |              |
|---|---------|--------------|
| 1. Allocation of \$60,000 for HVAC controls upgrade in Campus Services Building |         |              |
| Allocation Date/Amount  | 5/28/19 | \$60,000.00  |
| College Contribution  |         | <u>00.00</u> |
| Estimated Project Cost  |         | \$60,000.00  |

**Wayne State**

- |   |         |                  |
|---|---------|------------------|
| 1. Retrieval of \$69,645.81 for exterior molding replacement and windows for Connell Hall |         |                  |
| Allocation Date/Amount  | 9/20/16 | \$685,000.00     |
| Retrieval Date/Amount   | 5/23/19 | <u>69,645.81</u> |
| Estimated Project Cost  |         | \$615,354.19     |

The System Office recommends approval of the LB 309 Allocations and Retrievals (FFA).

## ITEMS FOR CONSENT AGENDA

September 12, 2019

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*ACTION:*                                   **Approve Authorization for Chancellor to Sign Construction Contract for ADA Accessibility to Delzell Hall and Campus Services Building from Campus Quad for Peru State College (FFA)**

---

Peru State requests authorization to enter into a contract for ADA accessibility paths from the campus quad to Delzell Hall and the Campus Services building.

Currently there is no ADA pathway for students to reach Delzell Hall from the academic buildings or the Campus Services building. The project is vital for student access to Campus Services because all mail and packages for students will be delivered to this building beginning Fall 2019. Additionally, Computer Services is located in this building and services students' IT equipment.

Alternative bids will be included with this contract to provide a non-ADA route from the campus quad to the Oak Bowl. These alternative routes will be paid for with existing facility improvement funds while the ADA routes will be funded from an approved project through the LB 309 Task Force.

The System Office and Peru State College recommend approval of the Authorization for Chancellor to Sign Construction Contract for Peru State College (FFA).

## ITEMS FOR CONSENT AGENDA

September 12, 2019

**ACTION:** **Approve Write-Off of Uncollectible Accounts (FFA)**

The following "bad debt" designations are submitted to the Board for authorization to cancel as uncollectible accounts. These totals do not include any accounts where there is a court order already in place to write them off.

Chadron State College

Cash Fund Accounts (Tuition and Fees)	\$67,398.66
Other Fund Accounts (CIF and Trust)	604.11
Revenue Bond Accounts	<u>21,759.79</u>
	<b>\$89,762.56</b>

Peru State College

Cash Fund Accounts (Tuition and Fees)	\$59,478.52
Other Fund Accounts (CIF and Trust)	2,255.62
Revenue Bond Accounts	<u>34,984.65</u>
	<b>\$96,718.79</b>

Wayne State College

Cash Fund Accounts (Tuition and Fees)	\$19,317.30
Other Fund Accounts (CIF and Trust)	773.74
Revenue Bond Accounts	<u>20,043.24</u>
	<b>\$40,134.28</b>

Board Policy 6008 provides for the write-off of bad debts. At the end of each fiscal year, the Colleges review the status of their student accounts and determine which are uncollectible. The criteria adopted by the Board for writing off uncollectible accounts require that accounts be over two years old and that the institution exhaust all reimbursement means, including turning the unpaid account over to a collection agency for accounts over \$100.

It is important to note that revisions to Board Policy 6008 are under consideration by the Board and those revisions will be considered prior to the next time period for determining write-offs.

Following is a summary of write-off amounts for the past 5 years along with current year requests:

	CSC	PSC	WSC	NSCS Total
2014	\$117,572	\$45,369	\$56,665	\$219,606
2015	\$78,756	\$46,757	\$46,867	\$172,380
2016	\$131,243	\$106,017	\$63,323	\$300,583
2017	\$132,947	\$101,156	\$49,974	\$284,077
2018	\$639,038	\$39,051	\$52,920	\$731,009
2019	\$89,763	\$96,719	\$40,134	\$226,616

The System Office recommends approval of the Write-Off of Uncollectible Accounts (FFA).

## ITEMS FOR CONSENT AGENDA

September 12, 2019

***ACTION:***                                    **Approve Reallocation of Contingency Maintenance Funds for Peru State College (FFA)**

Peru State requests the following reallocation of contingency maintenance funds:

From Resolutions:

4/20/18	\$39,380.22	#5 Residence Halls, Student Center and Apartment Repair and Infrastructure
3/24/17	\$ 2,436.05	#4 Residence Hall, Apartment and Student Center; Repair and Replace Mechanical Systems, HVAC and Heat System

To Resolution:

4/20/18	\$41,816.27	#2 Campuswide Furnishings
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Funds are requested to be transferred from the Residence Hall, Apartment and Student Center Repair and Mechanical Systems lines to fund furniture for the newly renovated dining room in the Student Center. These transfers and the furniture payment will entirely expend and close resolutions 4/20/18, line 2 and 3/24/17, line 4.

The System Office and Peru State College recommend approval of the Reallocation of Contingency Maintenance Funds for Peru State College (FFA).

## ITEMS FOR CONSENT AGENDA

September 12, 2019

**ACTION: Chancellor's Travel**

In accordance with NSCS policy, the Chancellor traveled on:

Date	Total Days of Travel	Destination	Description	Expenses Reimbursed
06/04/2019	1	Syracuse	Met with Trustee Engles	\$20.80
06/06/2019	1	Omaha	Peru Alumni speaking engagement	\$48.00
06/19/2019	1	Omaha	Walter Scott Foundation meeting	\$48.00
06/20/2019	1	Omaha	Buffett Foundation study presentation to assess the impact of the scholarship program for NSCS students	\$48.00
07/8-10/2019	3	Baltimore, MD	Inside Higher Ed conference on the future of the public higher education	\$624.26
08/8-9/2019	2	Nebraska City	NSCS Board Retreat	TBD
08/15/2019	1	Norfolk & Wayne	Business meetings, Lt. Governor Foley Tour of CAT Building, and WSC Annual President Social/Dinner,	TBD

Anticipated future travel plans by the Chancellor:

Date	Total Days of Travel	Destination	Description
08/23/2019	1	Peru	Lt. Governor Foley tour of PSC
09/05/2019	1	Grand Island	Co-op Meetings
09/11-13/2019	3	Chadron	Board of Trustees Meeting and all-campus meeting
09/14/2019	1	Peru	Football game and flood contribution recognition
09/26/2019	1	Omaha	CCPE Meeting
09/28/2019	1	Chadron	Chadron Homecoming
10/4/2019	2	Wayne	Wayne Homecoming

The System Office recommends approval of the Chancellor's Travel.

## ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

September 12, 2019

**ACTION: Approve NSCS 2025 Strategic Plan**

Since April, a System Strategic Planning Task Force has been engaged in developing a 2025 Strategic Plan for the Nebraska State College System (NSCS). Collectively the Task Force has met once during each of the last five (5) months and began by developing operational goals/outcomes for the NSCS and the Colleges which include:

- **Student Success & Completion** - Ensure all students receive necessary support and resources to enable successful progression and on-time degree completion.
- **Institutional & Academic Quality** - Deliver an array of high-quality academic programs and curricular activities that successfully prepares students for the range of careers they will experience after graduation.
- **Workforce & Economic Impact** - Expand capacity for colleges to produce graduates who meet the workforce needs of Nebraska and to strengthen their role as change agents for rural communities they serve.
- **Access & Affordability** - Preserve the open-access mission by providing all students with equitable opportunity to pursue affordable undergraduate and graduate degree options in Nebraska.

The second major stage of the planning process has been identifying key metrics that are important for measuring College and System-level progress toward the established goals. From a comprehensive list of just under one hundred (100) potential metrics, the Task Force has narrowed the pool to a set of twenty (20) metrics that directly impact the system's ability to achieve the four (4) established outcomes. When developing the Strategic Plan Timeline (see Attachment I), the August Board of Trustees Retreat was identified as an opportunity to provide the Board with a draft of the current recommendations from the Task Force. The preliminary recommendations were reviewed by the Board at the August Retreat, and based on the feedback received the Task Force members were asked to assist in narrowing the set of performance metrics, making edits to the narrative, and identifying the top five (5) metrics from the System.

Attachment I provides the current slate of recommendations that include the following for each metric and Board members are asked to review and consider approving the final document.

1. **Summary** - Description of current and long-term trends for each metric;
2. **System Line Graph** - Ten (10) years' worth of data (when available) for the metric with a linear trend depicted with the 2025 goal;<sup>[1]</sup>
3. **Discussion** - General overview of the metric and factors that contribute to improving the performance data. These are intended to be updated each year to reflect special State, System and/or College initiatives that directly impact the metric;
4. **College Level Data** - Table displaying the College level data for the past decade (when available) and how each College contributes to the System total;<sup>[2]</sup> and
5. **College Line Graph** - Ten (10) years' worth of data (when available) for the metric

for each of the Colleges.

The System Office recommends approval of the NSCS 2025 Strategic Plan.

**ATTACHMENTS:**

- NSCS 2025 Strategic Plan Tracking (PDF)





## NSCS 2025 Strategic Plan Tracking

In March 2019, a task force representing stakeholders from across the Nebraska State College system began targeting key outcomes for the System and identifying performance metrics designed to achieve those outcomes. Through this engagement, the four key outcomes below were identified and operationalized. The strategic plan tracks performance indicators with baseline (2018-19) measurement and 2025 goals for each. This report seeks to provide an overview for each of these performance indicators and will be updated annually to track college and system-level progress toward the established goals.

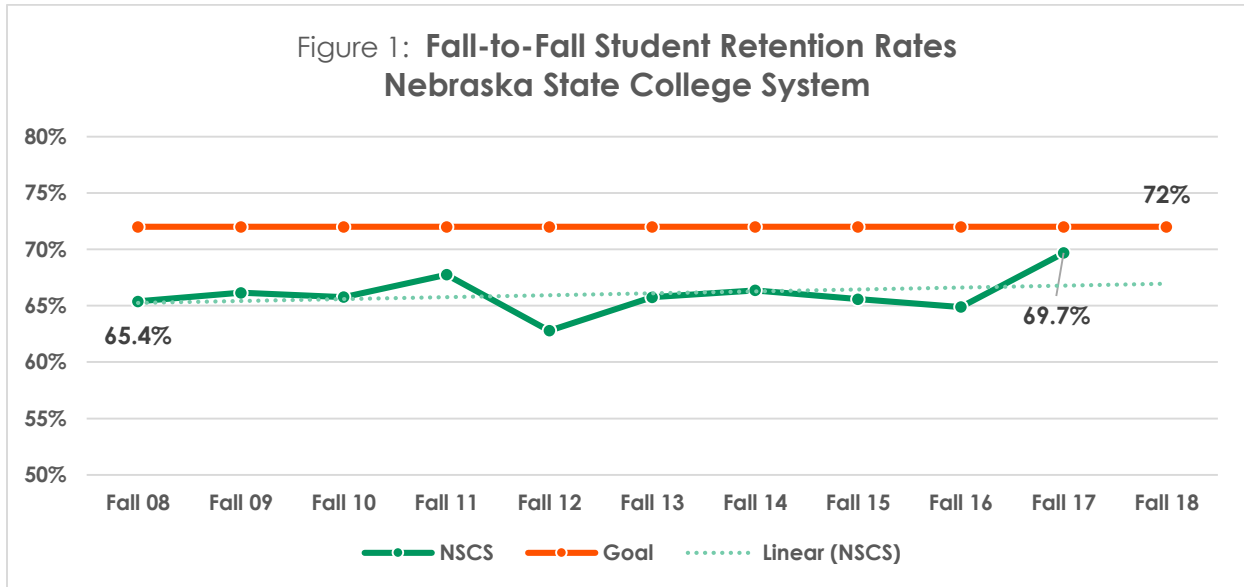
- **Student Success & Completion** – Ensure all students receive necessary support and resources to enable successful progression and on-time degree completion.
- **Institutional & Academic Quality** – Deliver an array of high-quality academic programs and curricular activities that successfully prepares students for the range of careers they will experience after graduation.
- **Workforce & Economic Impact** – Expand capacity for colleges to produce graduates who meet the workforce needs of Nebraska and to strengthen their role as change agents for rural communities they serve.
- **Access & Affordability** – Preserve the open-access mission by providing all students with equitable opportunity to pursue affordable undergraduate and graduate degree options in Nebraska.

Performance Indicators for NSCS 2025 Strategic Plan	
STRATEGIC GOAL	PERFORMANCE INDICATORS
<b>Student Success &amp; Completion</b>	<ol style="list-style-type: none"> <li>1. Student Retention Rates</li> <li>2. Pell-Eligible Student Retention Rates</li> <li>3. Undergraduate Degree Completion Rates (6 Year)</li> <li>4. Pell-Eligible Undergraduate Degree Completion Rates (6 Years)</li> <li>5. Total Degrees Awarded, Undergraduate/Graduate</li> <li>6. Total Degrees Awarded, Transfer Students</li> </ol>
<b>Institutional &amp; Academic Quality</b>	<ol style="list-style-type: none"> <li>7. Students Completing Academic Experiential Learning Activities</li> <li>8. Capital Investment in Infrastructure that Supports Student Learning</li> <li>9. Student to Faculty FTE Ratios</li> <li>10. Distribution of Instruction Delivered by Full-Time Faculty</li> </ol>
<b>Workforce &amp; Economic Impact</b>	<ol style="list-style-type: none"> <li>11. Overall Undergraduate Completer Placement in Nebraska</li> <li>12. Undergraduate Completer Placement in Targeted Workforce Areas</li> <li>13. Overall Student Enrollment</li> <li>14. Enrollment Growth in Targeted Workforce Programs</li> <li>15. Economic Multiplier for Region/State</li> </ol>
<b>Access &amp; Affordability</b>	<ol style="list-style-type: none"> <li>16. Percentage of Funding (General Fund vs. Net Tuition)</li> <li>17. Median Undergraduate Debt at Completion</li> <li>18. Average Net Price Compared to Peers</li> <li>19. Spending Per Degree Compared to Peers</li> <li>20. Student Unmet Need</li> </ol>

## GOAL: Student Success & Completion

### INDICATOR 1: Student Retention Rates<sup>1</sup>

**Summary:** The percentage of first-time, full-time students retained at the State Colleges has remained relatively consistent over the past decade just above 65%. The most recent cohort increased by more than 4% when comparing students entering in Fall 2016 (64.9%) to the 2017 cohort (69.7%).



**Discussion:** A central mission of the State Colleges is to provide degree program offerings for a traditional age freshman in the region. A large percentage of NSCS freshman students entering each year identify as first-generation students, who face significant barriers as they transition into their postsecondary experience. Providing student support services that assist with this transition are critical to ensure a successful first-year experience and lay the foundation for future on-time degree completion. The State Colleges engage in a variety of initiatives designed to increase retention rates for all students. These include transitional course support, intrusive advising, and services that increase self-efficacy and resilience. These activities are critical in helping students overcome the range of personal and academic challenges they face on their pathway toward earning their degree. The goal of reaching 72% by 2025 was established by evaluating data available through The Consortium for Student Retention and Data Exchange (CSRDE)<sup>2</sup> which has set this benchmark for comparing the three State Colleges against respective peers with similar student characteristics.

<sup>1</sup> As defined by the National Center for Education Statistics to represent "A measure of the rate at which students persist in their educational program at an institution, expressed as a percentage. For four-year institutions, this is the percentage of first-time bachelors (or equivalent) degree-seeking undergraduates from the previous fall who are again enrolled in the current fall."

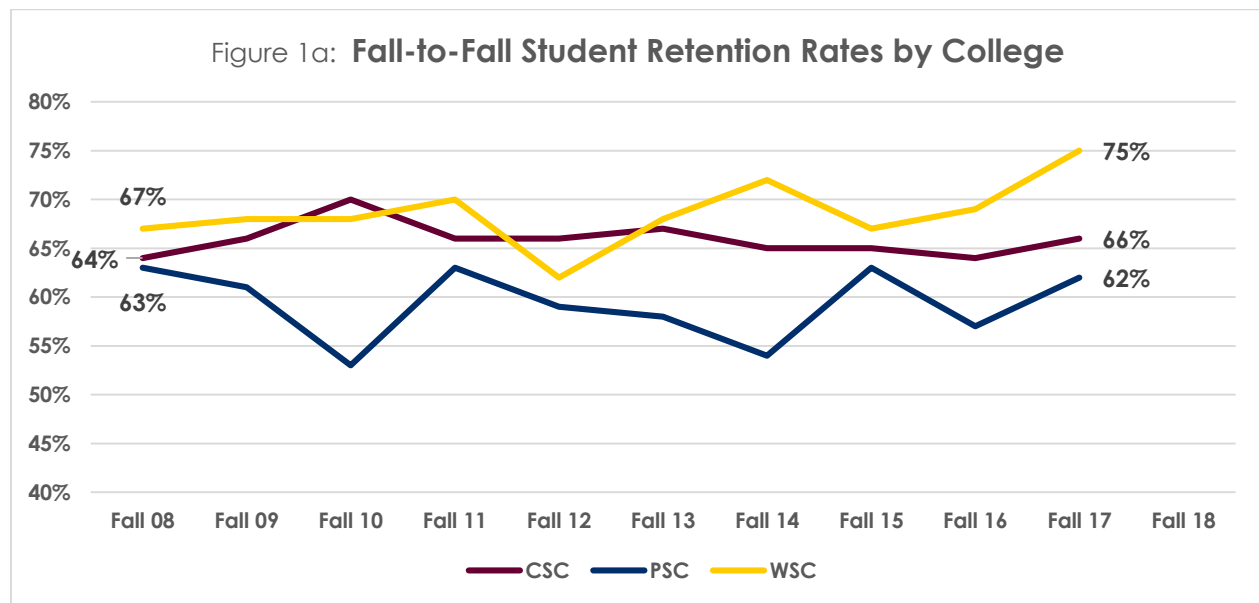
<sup>2</sup> The Consortium for Student Retention Data Exchange (CSRDE) is an association of two-year and four-year institutions with the common goal of achieving the highest possible levels of student success through collaboratively sharing data, knowledge and innovation. Additional information about the CSRDE can be found at <http://csrde.ou.edu>

**GOAL: Student Success & Completion**  
**INDICATOR 1: Student Retention Rates**

**College Level Data**

**Table 1: Student Success & Completion: Student Retention Rates**

Cohort	CSC	PSC	WSC	System
Fall 08	64%	63%	67%	65.4%
Fall 09	66%	61%	68%	66.2%
Fall 10	70%	53%	68%	65.8%
Fall 11	66%	63%	70%	67.8%
Fall 12	66%	59%	62%	62.8%
Fall 13	67%	58%	68%	65.8%
Fall 14	65%	54%	72%	66.4%
Fall 15	65%	63%	67%	65.6%
Fall 16	64%	57%	69%	64.9%
<b>Baseline</b> Fall 17	66%	62%	75%	69.7%



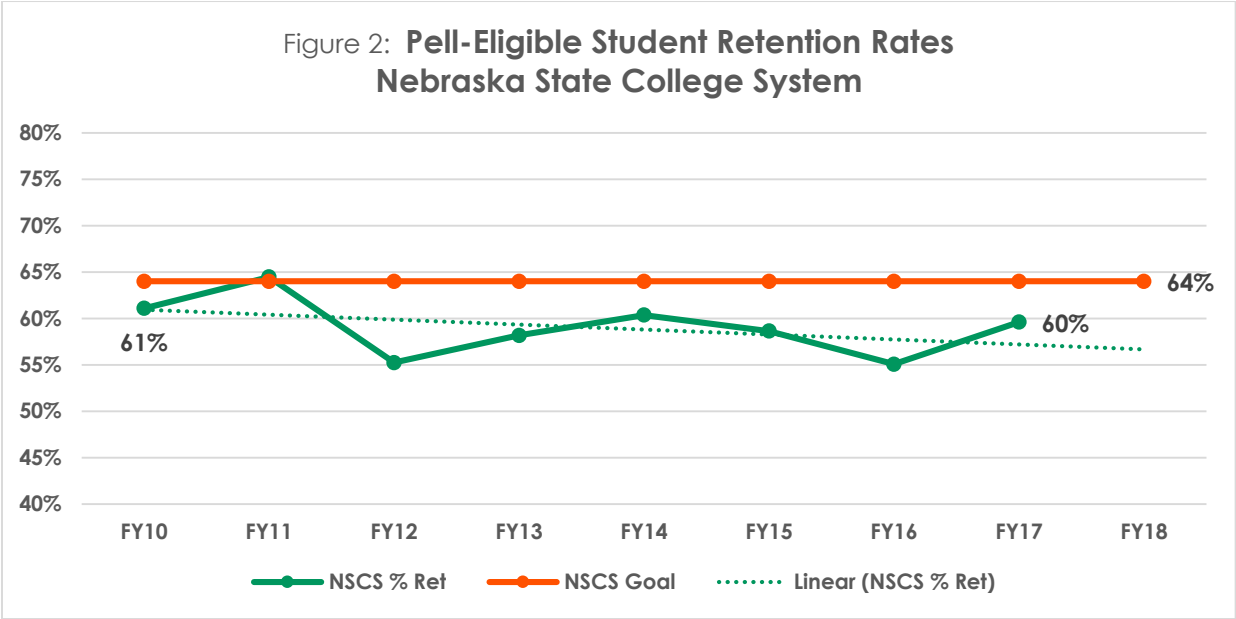
**Outcomes:**

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

# GOAL: Student Success & Completion

## INDICATOR 2: Pell-Eligible Student Retention Rates

**Summary:** The overall number of students retained in the State College system has increased gradually over the past decade, improving this past year to 64%. Despite this fact, the trajectory for Pell-eligible students has continued to decline slightly during this same timeframe, falling from a high of 64% for the Fall 2011 cohort to 60% this past year. Maintaining this trajectory over the next six years would see an additional decline in the number of Pell-eligible students retained across all three State Colleges to levels close to 55%.



**Discussion:** A central goal of the Nebraska State College System is to provide an affordable and open access mission for Nebraska students indicating that the three colleges will be the institution of choice for a higher percentage of low-income and first-generation students. Many of these students are likely to be Pell-eligible requiring additional financial and support services to ensure that they can successfully navigate the first-year experience at their institution of choice. Eliminating the existing gap in Pell-eligible student retention has been identified as an important metric to ensure future retention rates for this particular student population mirror that of the traditional student population across the System. The goal through 2025 is to make progress toward slowly eliminating this gap for this subset of students and increase the retention rate to 64% to bring it closer in line with the existing rate for first-time, full-time cohorts that attend the State Colleges.

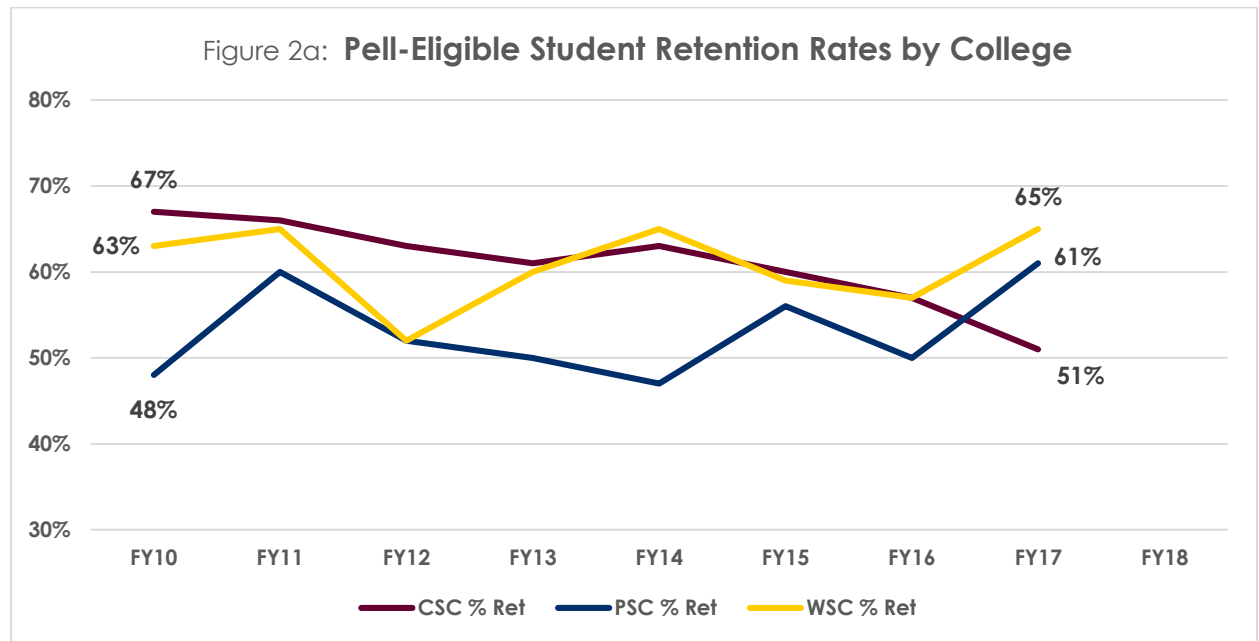
Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

**GOAL: Student Success & Completion**  
**INDICATOR 2: Pell-Eligible Student Retention Rates**

**College Level Data**

**Table 2: Student Success & Completion: Pell-Eligible Student Retention Rates**

Cohort	CSC	PSC	WSC	System
Fall 10	67%	48%	63%	<b>61%</b>
Fall 11	66%		65%	<b>64%</b>
Fall 12	63%	52%	52%	<b>55%</b>
Fall 13	61%	50%	60%	<b>58%</b>
Fall 14	63%	47%	65%	<b>60%</b>
Fall 15	60%	56%	59%	<b>59%</b>
Fall 16	57%	50%	57%	<b>55%</b>
<b>Baseline</b> Fall 17	51%	61%	65%	<b>60%</b>



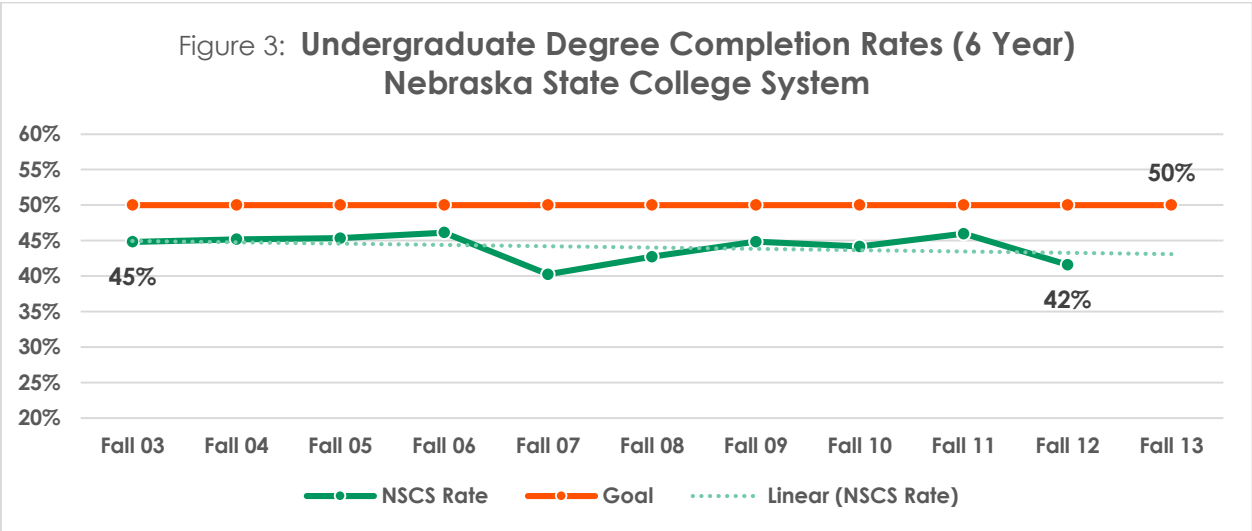
**Outcomes:**

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

# GOAL: Student Success & Completion

## INDICATOR 3: Undergraduate Degree Completion Rates (6 Year)

**Summary:** The State Colleges have maintained their overall six-year graduation rates over the past decade at a rate of roughly 45% of first-time, full-time cohort of undergraduate students finishing their degree within the 150% estimates used by the National Center for Educational Statistics (NCES). Forty-five percent of the students entering in the Fall 2003 cohort graduated within six years, and this average has been maintained despite a modest decline for the Fall 2007 and 2008 cohorts.



**Discussion:** Completion rates serve as a cumulative measure of a college's entire academic enterprise, as activities related to affordability, admission practices, available grant/aid, curriculum, academic, and student support services ultimately affect cumulative completion rates. Additionally, though a six-year graduation rate of under 50% may not seem significant, it is important to note that the current rate for the Nebraska State College System is rather strong considering the open admission mission across the Colleges. All three State Colleges report a rate that is either near or significantly above the rates maintained by other open admission peers across the country<sup>3</sup>. Despite this comparison against peer institutions, the Nebraska State College System seeks to improve upon the overall graduation rate by five-percent through 2025, with a goal of achieving a 50% completion rate for the undergraduate cohort that entered each College during the Fall 2018 term.

<sup>3</sup> Six-year graduation rates for open access institutions was at a seven-year high of 28.1% for the most recent cohort according to data available from NCES.

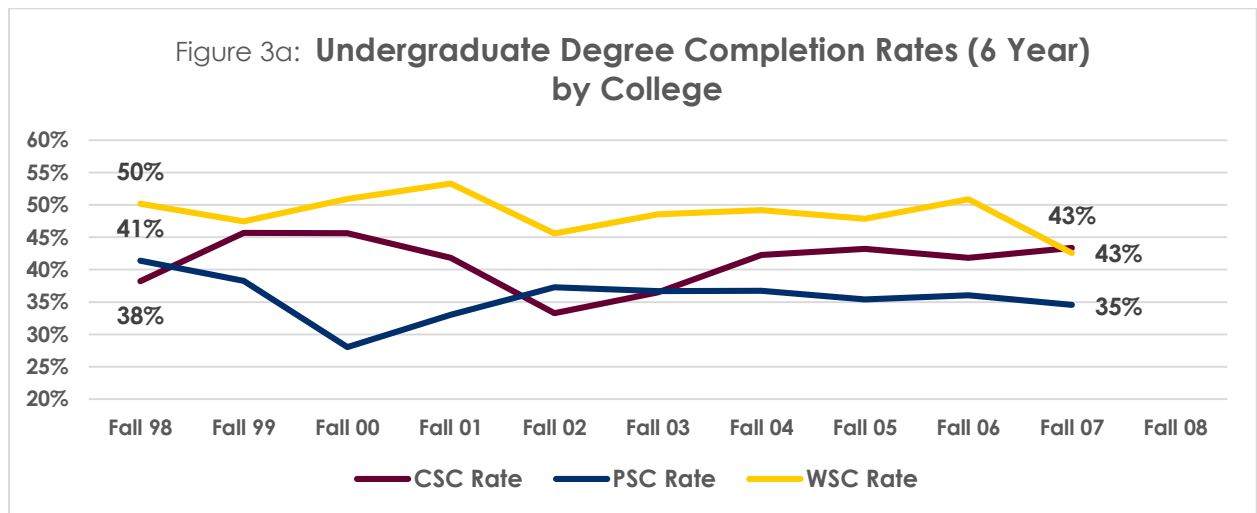
GOAL: Student Success & Completion

INDICATOR 3: Undergraduate Degree Completion Rates (6 Year)

College Level Data

**Table 3: Student Success & Completion: Undergraduate Degree Completion Rates (6 Year)**

Cohort	CSC	PSC	WSC	System
Fall 03	38%	41%	50%	45%
Fall 04	46%	38%	47%	45%
Fall 05	46%	28%	51%	45%
Fall 06	42%	33%	53%	46%
Fall 07	33%	37%	46%	40%
Fall 08	36%	37%	49%	43%
Fall 09	42%	37%	49%	45%
Fall 10	43%	35%	48%	44%
Fall 11	42%	36%	51%	46%
<b>Baseline</b> Fall 12	43%	35%	43%	42%

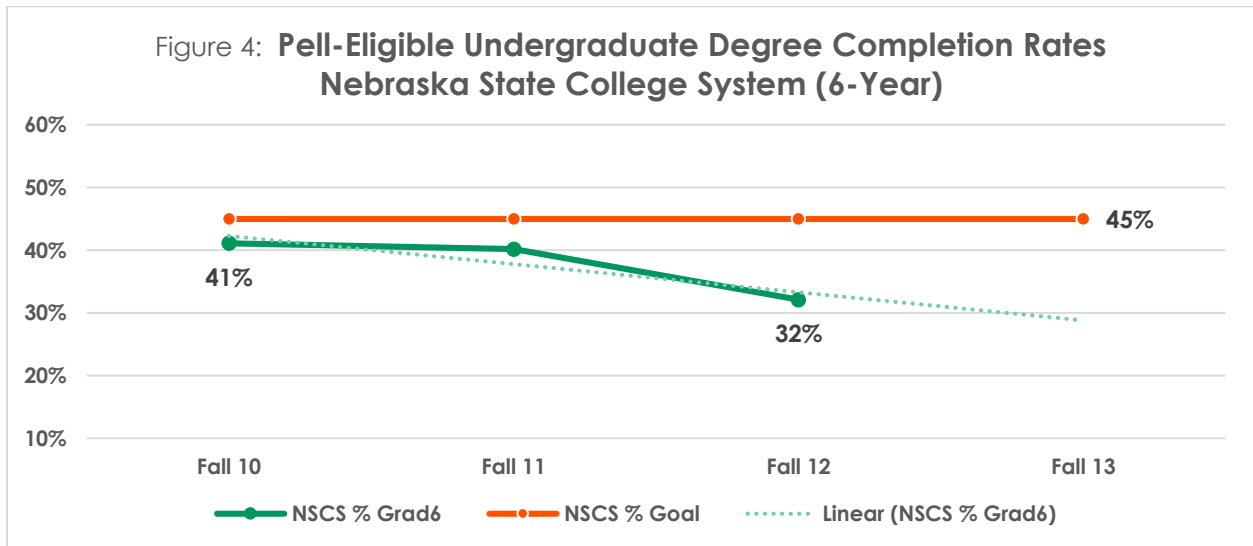


Outcomes:

## GOAL: Student Success & Completion

### INDICATOR 4: Pell-Eligible Undergraduate Degree Completion Rates (6 Year)

**Summary:** Similar to the goals outlined for Indicator 2 for improving retention rates for Pell-eligible students, the State Colleges seek to improve upon the completion rates for this critical gap group of undergraduate students. Completion rates for Pell-eligible students have only been maintained for the past three graduating cohorts, and trends demonstrate not only a decline in the success of these students but a sizable gap growing between Pell-eligible and traditional first-time, full-time cohorts. The most recent system average had fallen to 32% despite two years close to 40%.



**Discussion:** Retention rates for Pell-eligible students showed roughly a 6-7% gap between Pell-eligible and all students in the cohort, and this divide continues to exist when evaluating graduation trends at the six-year mark. Similar to the approach outlined for Pell-eligible student retention, the goal is to slowly eliminate this gap through 2025 by increasing the six-year graduation rate for this group of students to 45%. Failure to complete a degree is detrimental for any student considering the potential financial investment in credit hours that have not resulted in a credential. This is even more critical for low-income students who have the fewest resources to contribute toward educational costs, despite the resources made available through Federal Pell funding. Providing additional grant/aid, targeted student and academic support services, and delayed administrative withdraws are all strategies that the Colleges can use to improve graduation rates for this population of students.



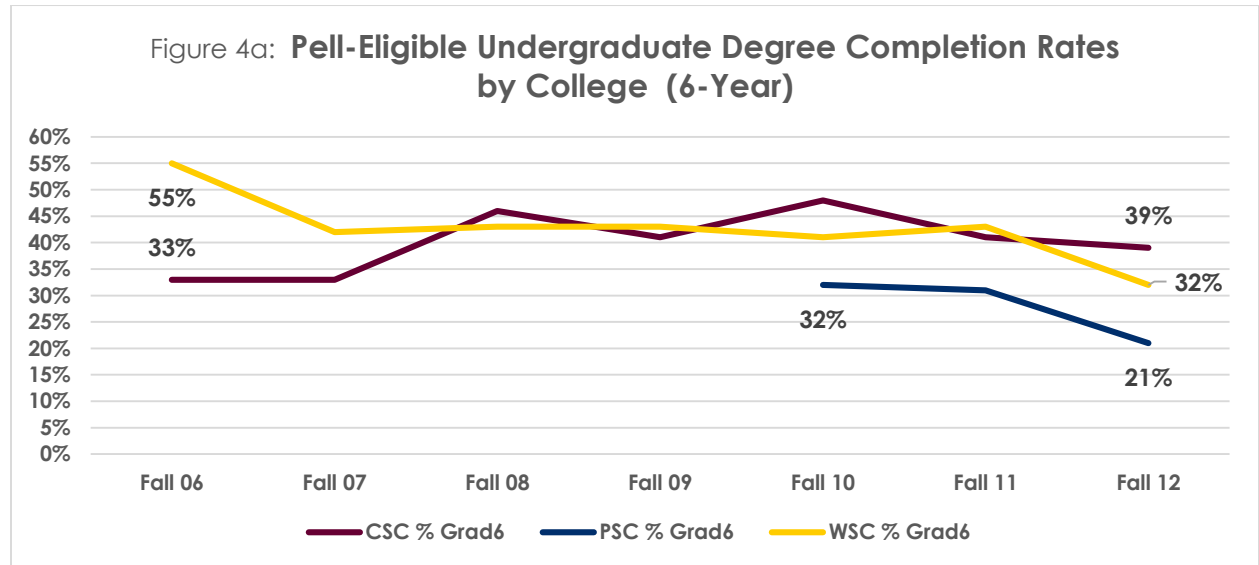
**GOAL: Student Success & Completion**

**INDICATOR 4: Pell-Eligible Undergraduate Degree Completion Rates (6 Year)**

**College Level Data**

**Table 4: Student Success & Completion: Pell-Eligible Undergraduate Degree Completion Rates (6 Years)**

Cohort	CSC	PSC	WSC	System
Fall 06	33%		55%	
Fall 07	33%		42%	
Fall 08	46%		43%	
Fall 09	41%		43%	
Fall 10	48%	32%	41%	41%
Fall 11	41%	31%	43%	40%
<b>Baseline</b> Fall 12	39%	21%	32%	32%



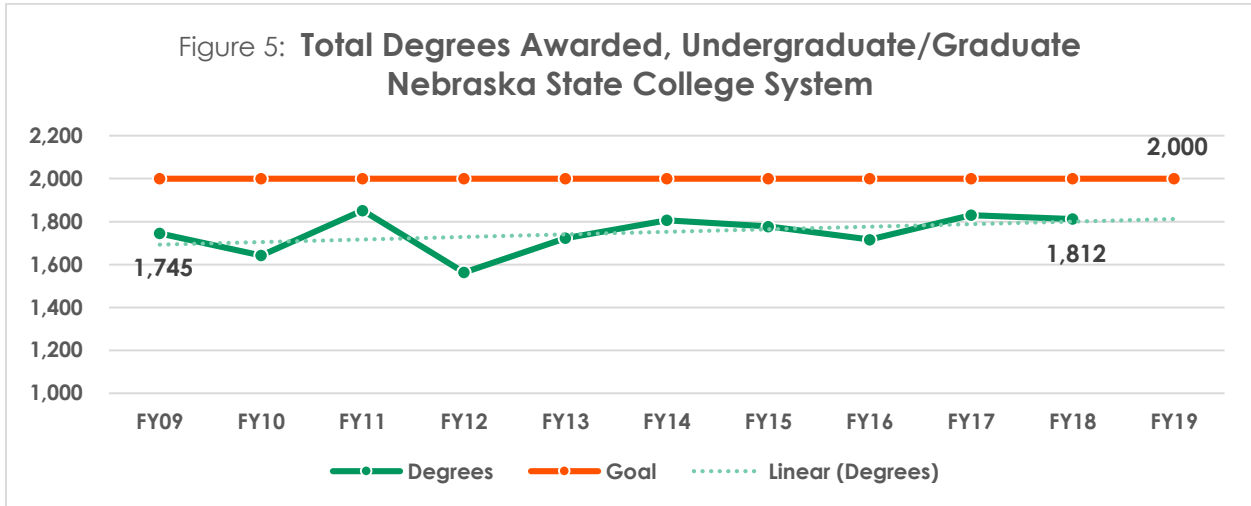
**Outcomes:**

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

## GOAL: Student Success & Completion

### INDICATOR 5: Total Degrees Awarded, Undergraduate/Graduate

**Summary:** The number of undergraduate and graduate degrees awarded in the Nebraska State College System has climbed steadily over the past decade, producing a change of 3.8% when comparing FY09 degree production against the most recent academic term.



**Discussion:** Considering the need to increase educational attainment rates in Nebraska, there is a significant need to increase overall graduate production. Degrees awarded at the three State Colleges are often a direct function of enrollment. However, despite slight or moderate declines in enrollment over the past decade, the Nebraska State College System has gradually increased the total number of graduates during this same time frame. In FY09 through FY12, the total number of graduates ranged between 1,700 and 1,500 per year, yet this has increased to steady growth of over 1,750 graduates per year for the most recent six academic terms. FY18 resulted in a System high of 1,830 graduates across both undergraduate and graduate programs. Goals to increase overall retention and graduation rates should also translate into an increase in the total number of graduates, as an increasing number of students reach degree completion. With this in mind, the goal has been set to produce 2,000 or more graduates per year by 2025 to assist the State in meeting its degree attainment outcomes and increase the number of Nebraska residents who have credentials that will help the State meet its future workforce and economic development objectives.

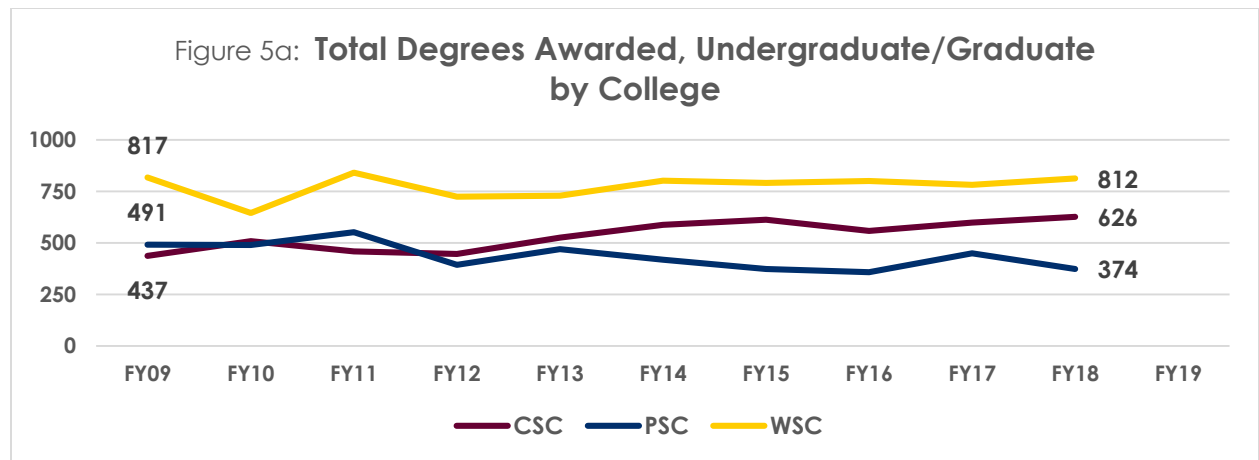
GOAL: Student Success & Completion

INDICATOR 5: Total Degrees Awarded, Undergraduate/Graduate

College Level Data

**Table 5: Student Success & Completion: Total Degrees Awarded, Undergraduate/Graduate**

Fiscal Year	CSC	PSC	WSC	System
FY09	437	491	817	1,745
FY10	508	489	645	1,642
FY11	459	552	841	1,852
FY12	446	393	724	1,563
FY13	525	469	729	1,723
FY14	587	418	801	1,806
FY15	613	373	791	1,777
FY16	558	358	800	1,716
FY17	599	450	781	1,830
<b>Baseline</b> FY18	626	374	812	1,812

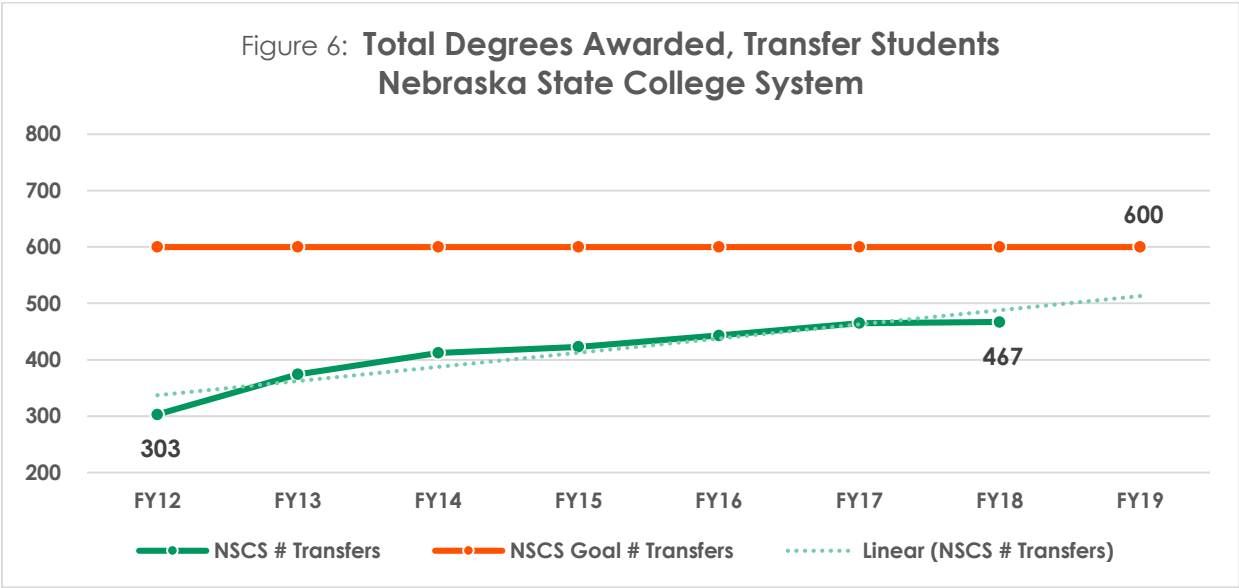


Outcomes:

# GOAL: Student Success & Completion

## INDICATOR 6: Total Degrees Awarded, Transfer Students

**Summary:** Graduation and retention rates draw primarily upon the first-time, full-time student populations and fail to capture an important subset of students who impact degree production in the Nebraska State College System. Over the past seven years, transfer students have taken on an increasing share of the degrees awarded. During this period, the System has experienced a 54% increase in the total number awarded with 467 included in the most recent degree production in FY18.



**Discussion:** The trend in higher education today is for a vast majority of the students who walk across the stage at graduation to have earned credit from a college or university other than the one awarding the degree. While a portion of these credits reflects first-time, full-time students who supplement credits from other colleges or universities, a growing number reflect swirling or transfer students who started their academic journeys elsewhere. A portion of these represent students who completed an associates degree at a community college, signifying the critical importance of structured 2 + 2 programs and articulation agreements between institutions. Others represent students who, after earning credit transfer due to lack of fit, change in academic pathway, or life circumstances that may place-bound a student to a new geographic location. Regardless, assisting these students through the course-by-course equivalency process, effective academic advising, and providing the necessary financial support are all critical for ensuring a larger number of students can achieve degree completion. The goal of the State College System is to increase the total number of transfer students who complete a degree by an additional 28% to a total of 600 by 2025.

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

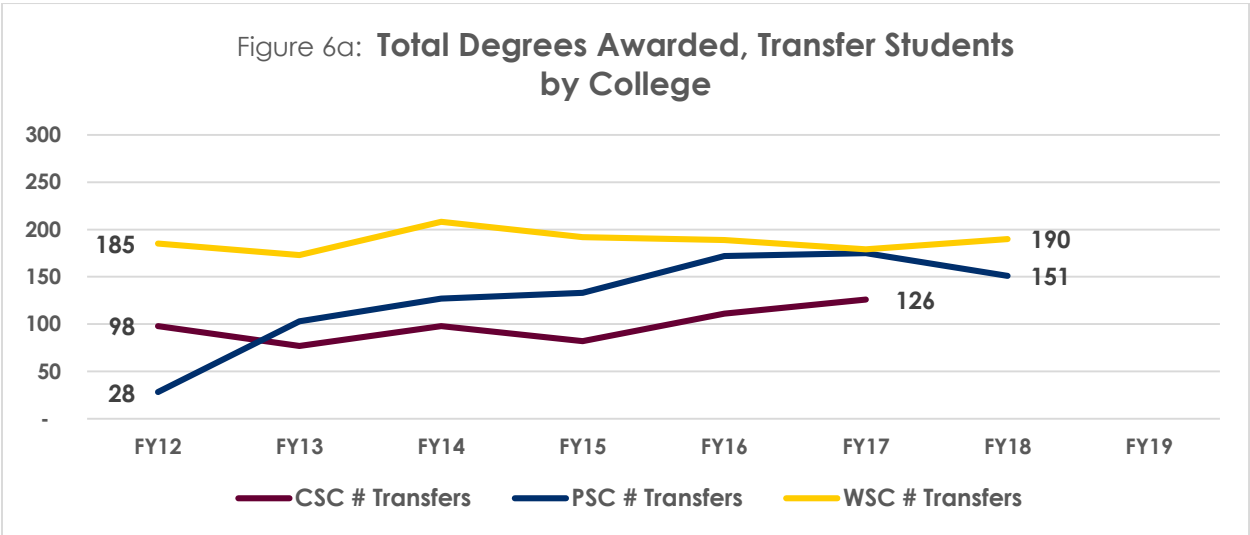
GOAL: Student Success & Completion

INDICATOR 6: Total Degrees Awarded, Transfer Students

College Level Data

**Table 6: Student Success & Completion: Total Degrees Awarded, Transfer Students**

Cohort	CSC	PSC	WSC	System
FY12	90	28	185	303
FY13	98	103	173	374
FY14	77	127	208	412
FY15	98	133	192	423
FY16	82	172	189	443
FY17	111	175	179	465
<b>Baseline</b> FY18	126	151	190	467



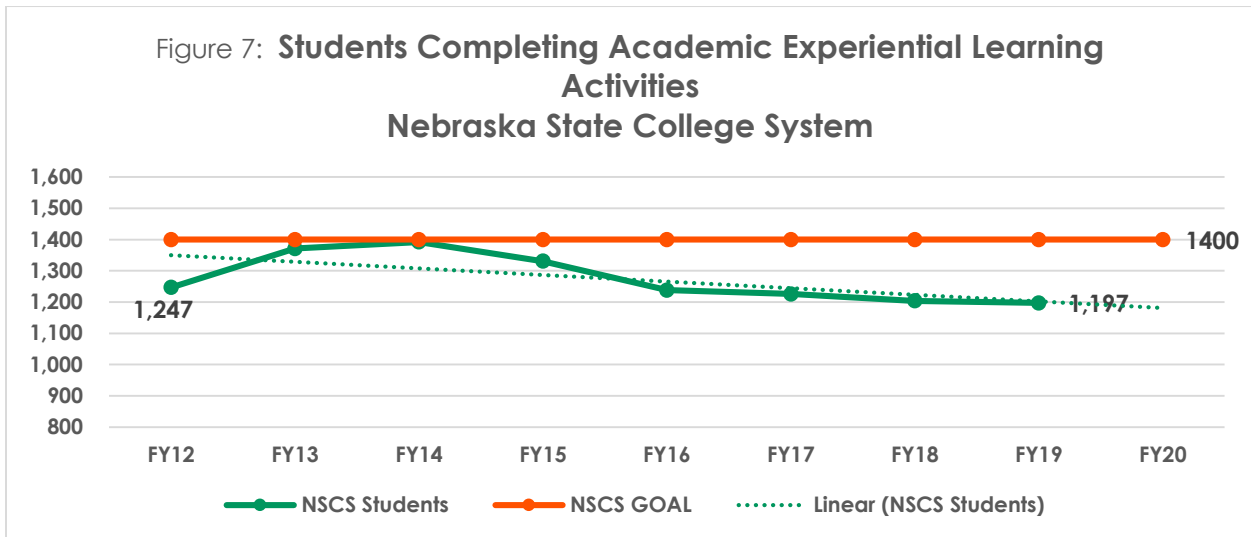
Outcomes:

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

## GOAL: Institutional & Academic Quality

### INDICATOR 7: Students Completing Academic Experiential Learning Activities

**Summary:** The number of students who completed one or more academic experiential learning activity, such as field experiences, internships, work-based learning placements, shadowing, has decrease slightly over the past seven years across the State Colleges. Most recently, the number of students participating in this range of activities has decreased by just under 1% when compared to FY18.



**Discussion:** A growing number of degree programs are working to encourage students to take part in some form of experiential learning activity before graduation. Similar to fields like Education and Nursing, the student teaching or clinical experience provides opportunities for students to engage in authentic experiences in their career areas while presented in an environment guided by trained faculty and mentors. Exposure to this real-world applied experiential learning opportunity provides students with the ability to apply theory to practice, connect with regional employers, and further solidify their interest in their chosen degree programs. While the term used to encapsulate these experiential learning activities (i.e., internships, practicum, clinical, cooperative educational experience, student teaching) vary by the discipline, the intended outcomes are the same. Additionally, research indicates that students who participate in paid internships or cooperative experiences with employers before graduation have a 60% likelihood of employment with those same companies after graduation.<sup>4</sup> Proposals like the Nebraska Talent Scholarship are built on this premise, that having more State College students take part in experiential learning opportunities before graduation improves placement rates for these students in Nebraska. The benchmark for this metric was set at 1,400 as a stretch goal for improving the number of students engaged in academic-based experiential learning activities each year by 2025.

<sup>4</sup> Results from the National Association of Colleges and Employers (NACE) Internship and Co-op Survey found that approximately 60% of college graduates who completed a paid internship received at least one job offer.

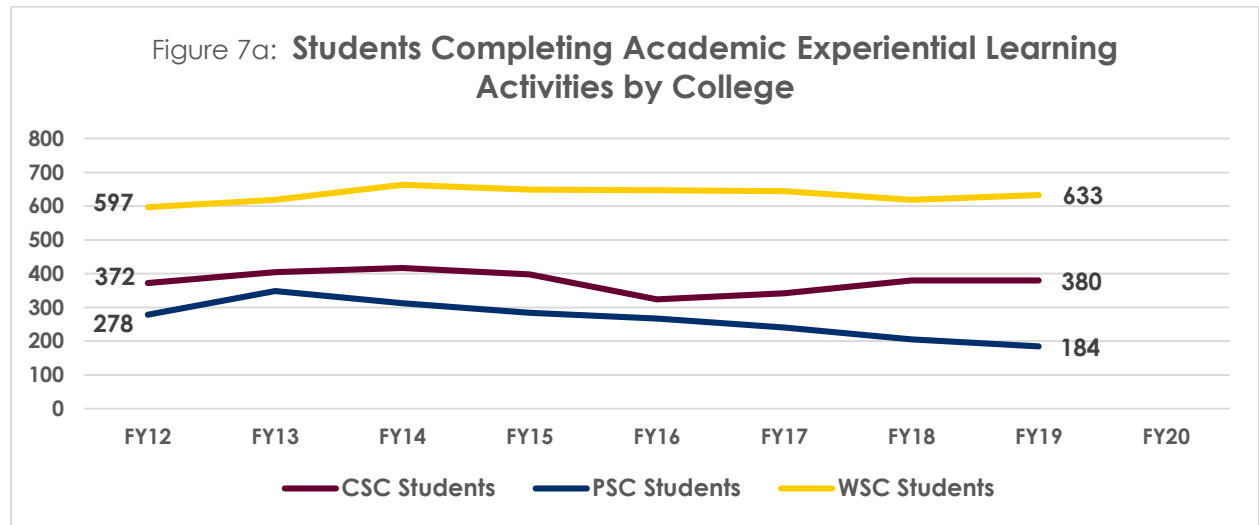
GOAL: Institutional & Academic Quality

INDICATOR 7: Students Completing Academic Experiential Learning Activities

College Level Data

**Table 7: Institutional & Academic Quality: Students Completing Academic Experiential Learning Activities**

Cohort	CSC	PSC	WSC	System
Fall 12	372	278	597	1247
Fall 13	404	348	619	1371
Fall 14	417	312	663	1392
Fall 15	398	284	649	1331
Fall 16	324	267	647	1238
Fall 17	342	240	644	1226
Fall 18	380	205	619	1204
<b>Baseline</b> Fall 19	380	184	633	1197



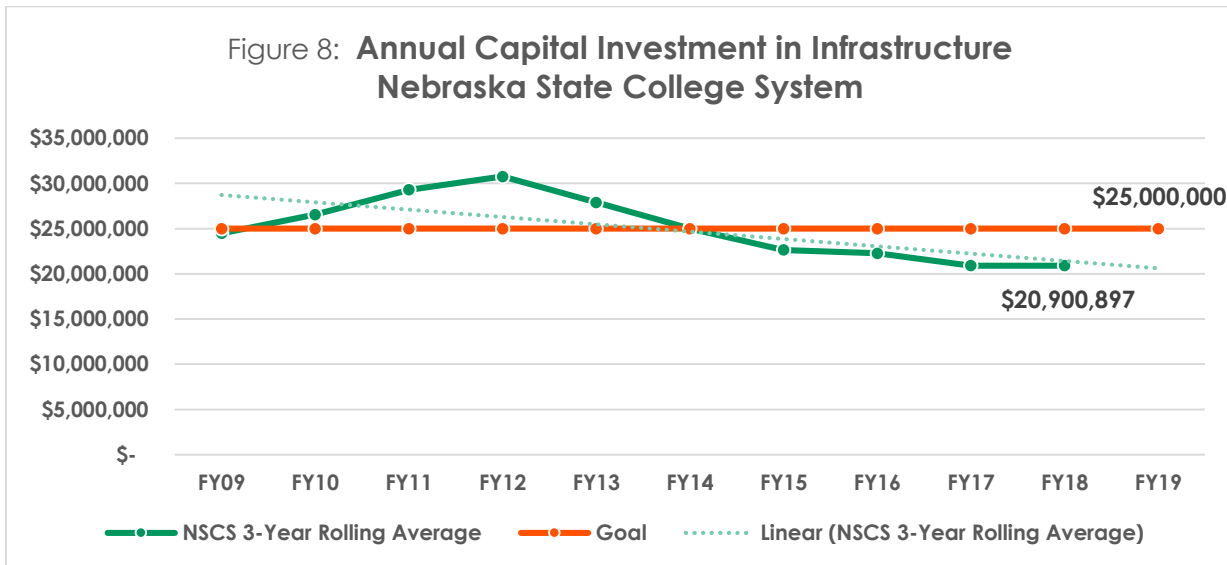
Outcomes:

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

## GOAL: Institutional & Academic Quality

### INDICATOR 8: Capital Investment in Infrastructure that Supports Student Learning

**Summary:** Over the past decade, the State Colleges have invested \$240 million in infrastructure that supports student learning, such as instructional facilities, student support facilities, residence halls, athletic facilities, etc. This annual investment of \$24 million has produced significant upgrades for the Colleges to modernize the campus community. Significant investments in FY11, FY12, and FY14 are having a positive impact on the overall growth this past decade, but the last three years have seen commitments fall to roughly \$21 million.



**Discussion:** Over the past two decades, the Nebraska State College System has made concerted efforts to make critical infrastructure investments that directly impact student learning. Since 2000, the Colleges, State of Nebraska, College Foundations, and students have invested just under \$200 million toward maintaining this infrastructure at each of the Colleges. Most recently these partners were successful in securing authority for a \$28 million renovation and construction on the Math & Science facility at Chadron. Making this type of investment produces a tangible return on investment that includes: 1) enrollment growth in critical workforce degree programs; 2) expanding capacity for regional outreach as communities in the region draw upon the facility for educational opportunities; 3) ongoing evolution of the teaching and learning process using facilities that can be adapted to evolving learning styles; and 4) increasing capacity to recruit and retain talented faculty. The Chadron Math & Science project is just one example of why ongoing and targeted investments are critical to maintaining campus infrastructure to allow Colleges to attract and retain students in their geographic regions. If the State Colleges maintain their current trend in infrastructure investments, the annual total will fall to \$15 million by 2025. As a result, a benchmark of \$25 million annually has been set to ensure that coordinated and ongoing investments continue over the next five years.



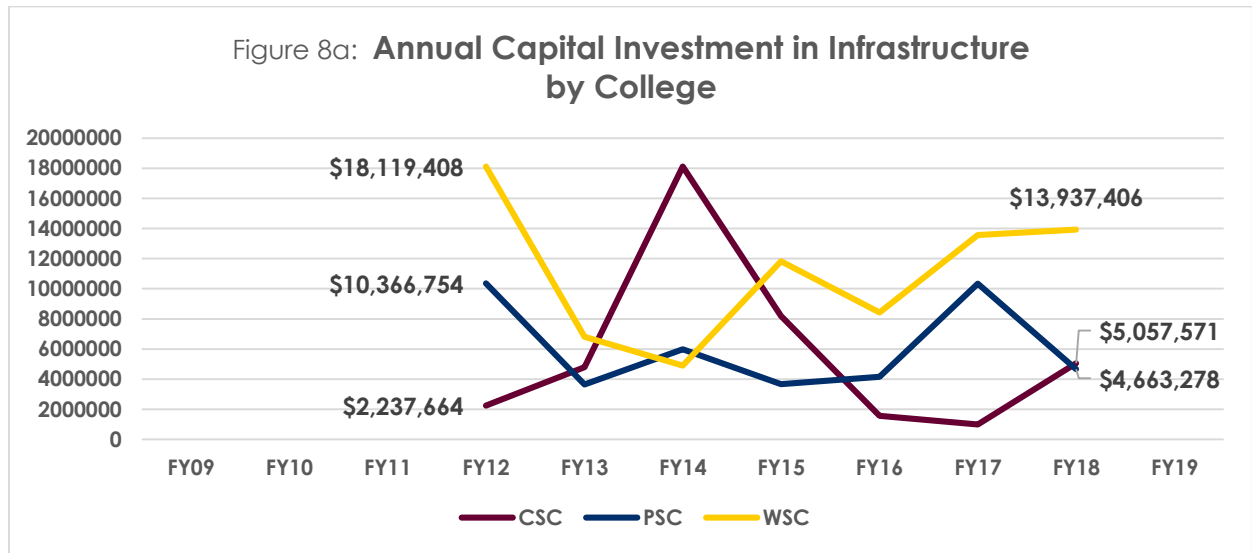
GOAL: Institutional & Academic Quality

INDICATOR 8: Capital Investment in Infrastructure that Supports Student Learning

College Level Data

**Table 8: Institutional & Academic Quality: Capital Investment in Infrastructure that Supports Student Learning**

Fiscal Year	CSC	PSC	WSC	System
FY09				\$26,342,323
FY10				\$23,834,892
FY11				\$37,721,825
FY12	\$2,237,664	\$10,366,754	\$18,119,408	\$30,723,826
FY13	\$4,801,232	\$3,641,637	\$6,811,559	\$15,254,428
FY14	\$18,105,618	\$5,994,297	\$4,892,784	\$28,992,699
FY15	\$8,188,984	\$3,674,999	\$11,816,715	\$23,680,698
FY16	\$1,557,260	\$4,162,041	\$8,436,945	\$14,156,246
FY17	\$982,093	\$10,336,885	\$13,569,211	\$24,888,189
<b>Baseline</b> FY18	\$5,057,571	\$4,663,278	\$13,937,406	\$23,658,255



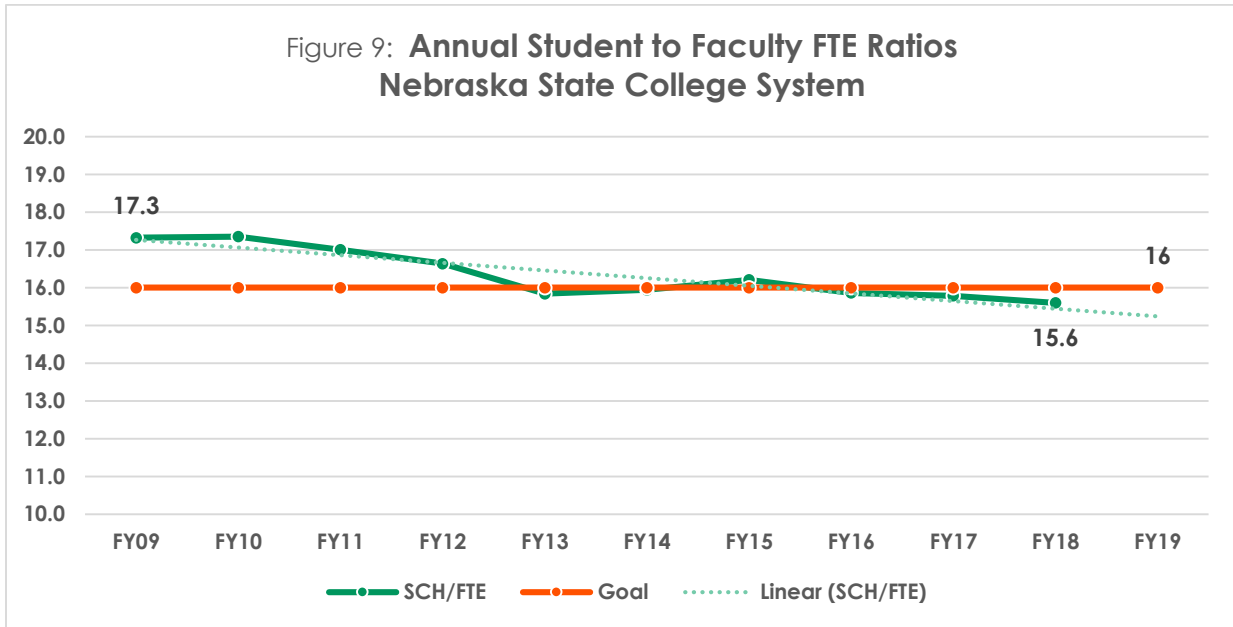
Outcomes:

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

## GOAL: Institutional & Academic Quality

### INDICATOR 9: Student to Faculty FTE Ratios

**Summary:** The ratio of full-time equivalent students (FTE) served by the State Colleges per full-time equivalent faculty has decreased from an average ratio of 17:1 in FY09 to just under 16:1 for the most recent academic year.<sup>5</sup> This average has been maintained at 16:1 or just below this figure for the past six years.



**Discussion:** Consistent with its open-access mission, the State Colleges serve an increasing number of first-generation and underprepared students who need additional academic and student support services. While resources are in place to provide out-of-class supports in the form of advising and tutoring, the capacity for students to have more direct engagement with their faculty contributes to their overall success in their coursework. When presented with the opportunity to teach in a smaller class environment, faculty have been shown to use more hands-on-projects, assign tasks requiring increased creative thinking, and engage in team-based learning. Smaller classes present opportunities for faculty to apply more rigorous expectations for students while also increasing shared responsibility for their learning. Class size is certainly a function of enrollment growth or loss. Maintaining a 16:1 faculty-to-student ratio is an important benchmark to maintain through 2025 and will require targeted efforts to manage potential enrollment growth with faculty resources necessary to maintain these thresholds.

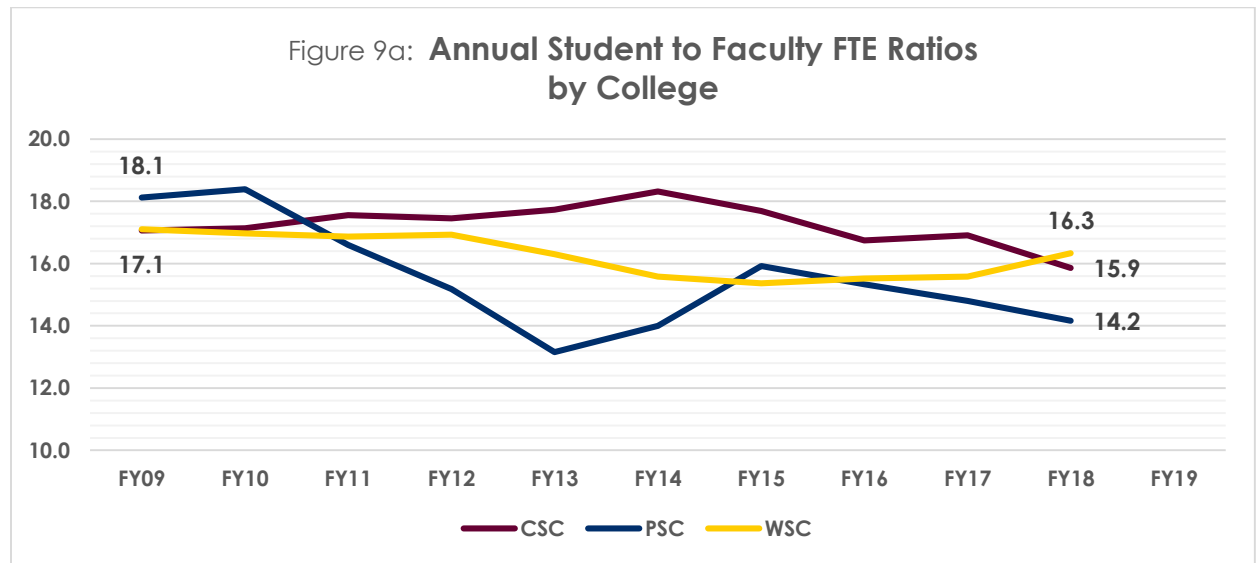
<sup>5</sup> These are annual data for each fiscal year, which includes fall, spring and trailing summer and represent an average based on workload reports prepared at each of the individual colleges. The proposed 16:1 ratio represents a desired average for class size across the Nebraska State College System with recognition that instances will exist where smaller class sizes will be necessary to align with negotiated workload, and accreditation requirements. The inverse is also true, where large lecture sections will still be used to deliver course content when this method is warranted pedagogically.

GOAL: Institutional & Academic Quality  
 INDICATOR 9: Student to Faculty FTE Ratios

College Level Data

**Table 9: Institutional & Academic Quality: Student to Faculty FTE Ratios**

Fiscal Year	CSC	PSC	WSC	System
FY09	17.1	18.1	17.1	17.3
FY10	17.1	18.4	17.0	17.4
FY11	17.6	16.6	16.9	17.0
FY12	17.4	15.2	16.9	16.6
FY13	17.7	13.2	16.3	15.8
FY14	18.3	14.0	15.6	15.9
FY15	17.7	15.9	15.4	16.2
FY16	16.7	15.3	15.5	15.9
FY17	16.9	14.8	15.6	15.8
<b>Baseline</b> FY18	15.9	14.2	16.3	15.6



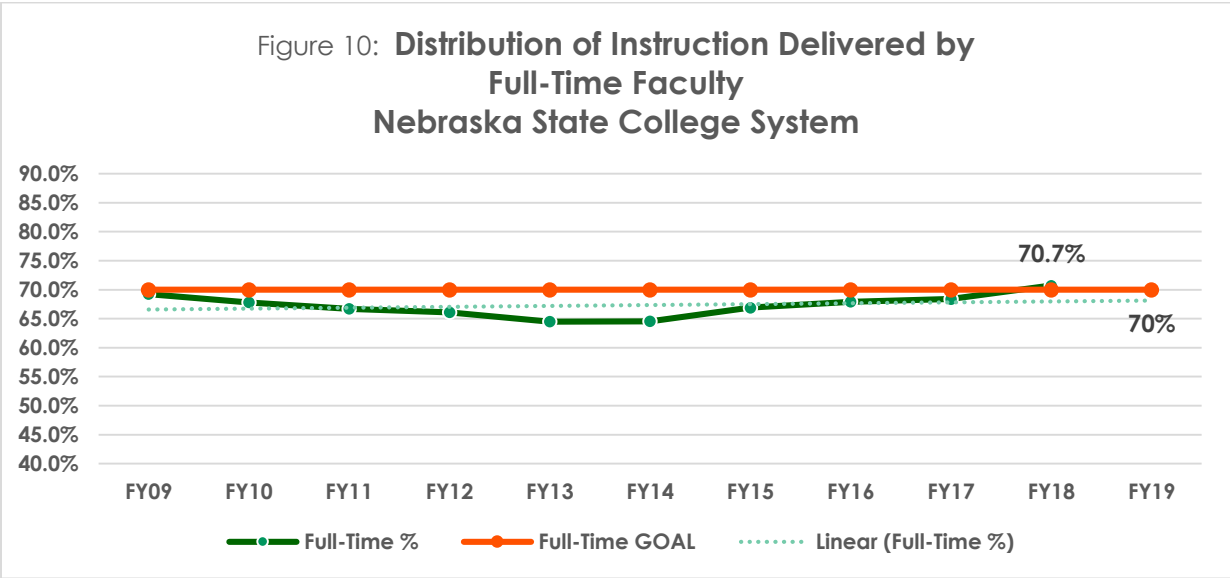
Outcomes:

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

# GOAL: Institutional & Academic Quality

## INDICATOR 10: Distribution of Instruction Delivered by Full-Time Faculty

**Summary:** The percentage of instruction being delivered by full-time faculty versus part-time or term faculty has increased slightly over the past five years, reaching a System high in FY18. The percentage grew by 2.3% when compared to FY17.



**Discussion:** Full-time faculty serve a critical role in fostering student persistence, retention, and graduation rates at their College. Students are best served when exposed to faculty who have a vested long-term commitment to the educational program in which they teach. Part-time or term faculty often provide similar quality teaching, but full-time faculty members provide essential stability necessary for developing and maintaining the curriculum and meeting out-of-class needs for students. Additionally, full-time faculty take on an important advising role for students, both academically and professionally. Faculty who remain active in their discipline also advance the scientific knowledge necessary for continuing to evolve key theories and concepts that students need in the evolving workplace of the future. When these faculty take on an active research agenda, students also have the opportunity to engage in applied research at the undergraduate level that better prepares them for graduate or professional programs. This benchmark was set at maintaining a 7:3 distribution for full-time faculty to provide the core instruction to students across the State College System.

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

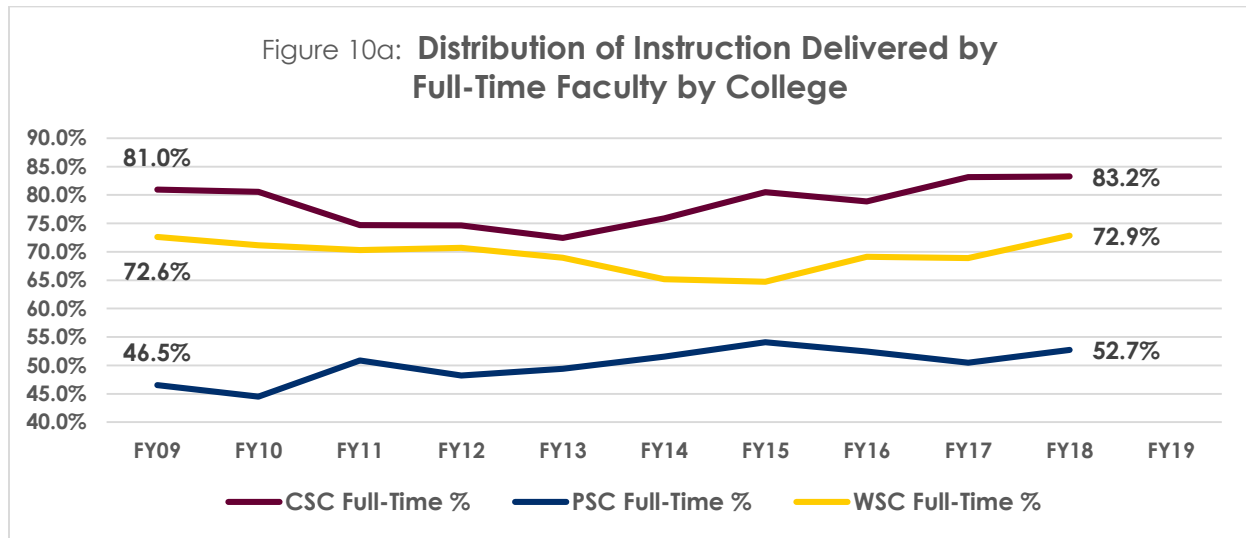
GOAL: Institutional & Academic Quality

INDICATOR 10: Distribution of Instruction Delivered by Full-Time Faculty

College Level Data

**Table 10: Institutional & Academic Quality: Distribution of Instruction Delivered by Full-Time Faculty**

Fiscal Year	CSC	PSC	WSC	System
FY09	81.0%	46.5%	72.6%	69.3%
FY10	80.6%	44.5%	71.1%	67.8%
FY11	74.7%	50.9%	70.3%	66.7%
FY12	74.7%	48.2%	70.7%	66.1%
FY13	72.4%	49.4%	68.9%	64.5%
FY14	75.9%	51.6%	65.2%	64.5%
FY15	80.5%	54.1%	64.7%	66.9%
FY16	78.9%	52.4%	69.1%	67.9%
FY17	83.1%	50.5%	68.9%	68.4%
<b>Baseline</b> FY18	83.2%	52.7%	72.9%	70.7%

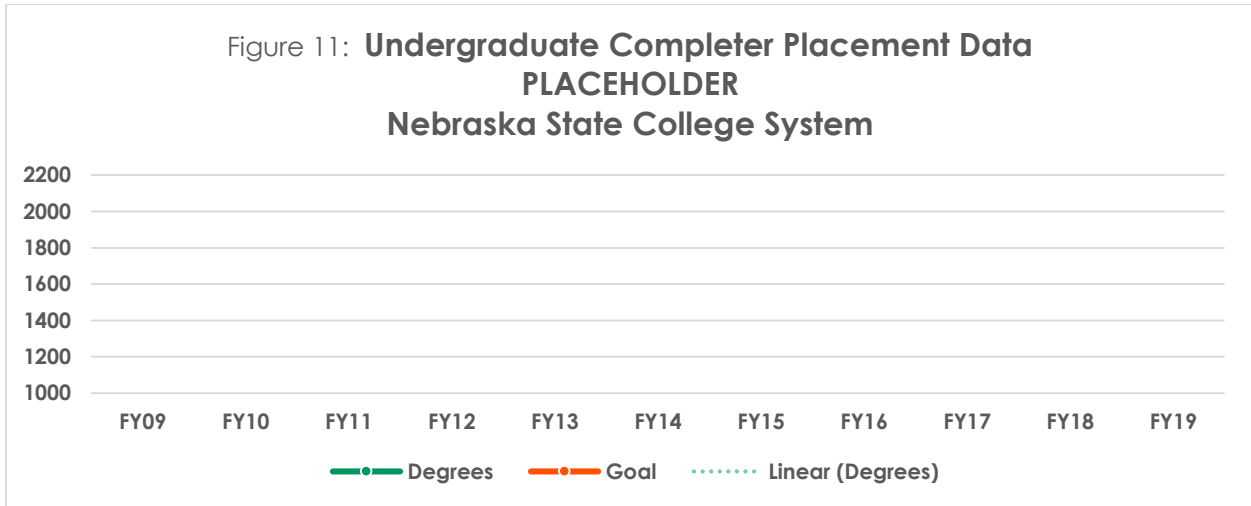


Outcomes:

## GOAL: Workforce & Economic Impact

### INDICATOR 11: Overall Undergraduate Completer Placement in Nebraska

**Summary:** Data depicting undergraduate completer placement (employed or enrolled in graduate programs) after degree completion are available beginning with the 2012-13 Nebraska State College graduates. Over the past five years, undergraduate completer placement has been roughly XX%, increasing/decreasing slightly by X% during the most recent graduating class.



**Discussion:** Beginning July 2019, the Nebraska State College System began analyzing the placements of its undergraduate completers one year after graduation. Data for this project come from three main sources: the Nebraska State College System, the Nebraska Department of Labor (NDOL), and the National Student Clearinghouse (NSC). In the initial step of the placement search, NDOL employment data systems are queried to determine the first-year job placement outcomes of all degree majors (in a given cohort) identified by NSCS. Next, the same student list is submitted to the NSC to gather information on students enrolled in collegiate coursework after graduation. Several factors influence undergraduate completer placement including appropriate academic preparation for advanced graduate work following undergraduate degree completion, encouraging student participation in internship or field experiences in Nebraska, and the distribution of the resident and non-resident students served at each of the three State Colleges. The System has established a goal of XX% of undergraduate completers placed in Nebraska by 2025, consistent with the current linear placement trajectory.

GOAL: **Workforce & Economic Impact**

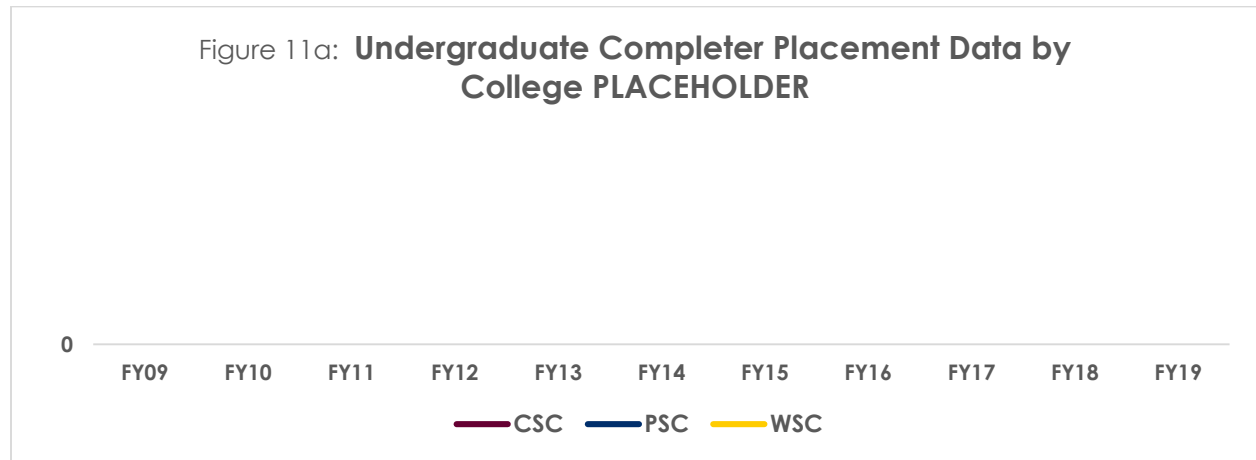
INDICATOR 11: **Overall Undergraduate Completer Placement in Nebraska**

**College Level Data**

**Table 11: Workforce & Economic Impact: Overall Undergraduate Completer Placement in Nebraska**

Cohort	CSC	PSC	WSC	System
Fall 08				
Fall 09				
Fall 10				
Fall 11				
Fall 12				
Fall 13				
Fall 14				
Fall 15				
Fall 16				
<b>Baseline</b>	Fall 17			

Figure 11a: **Undergraduate Completer Placement Data by College PLACEHOLDER**

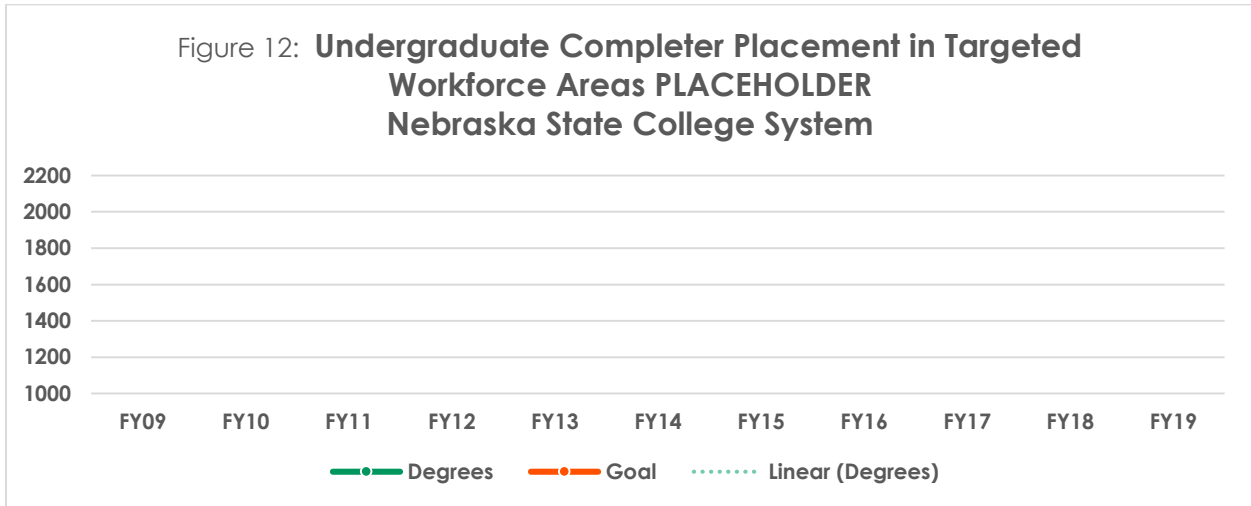


**Outcomes:**

## GOAL: Workforce & Economic Impact

### INDICATOR 12: Undergraduate Completer Placement in Targeted Workforce Areas

**Summary:** The Nebraska State College System has targeted six key degree areas necessary for meeting the future workforce needs for the State, in addition to RHOP and RLOP programs. Over the past decade, a higher/lower percentage of students have been completing degrees in these critical areas, and placement has traditionally been at a higher/lower level when compared to the overall undergraduate completer placement rate. This past year resulted in the highest/lowest placement in critical workforce areas at XX%.



**Discussion:** During the 2018-19 academic year, College Presidents engaged with stakeholders and industry representatives across Nebraska to identify critical degree programs that are necessary for meeting workforce shortages. The areas identified include degree programs in Rangeland Management, Business Administration, STEM (Science, Technology, Engineering, and Math), Education, Industrial Technology, Computer Information Systems, and Criminal Justice. A total of XX degree programs across the three State Colleges align directly with these six workforce areas, and efforts are in place to increase enrollments and degree production in these areas to encourage student placement in Nebraska. Current linear trends for these six workforce areas suggest that the System should achieve a XX% undergraduate completer placement by 2025, and this is set as the benchmark for this particular metric. Efforts to increase workforce scholarship opportunities, evolve programs to meet changing workforce demands, and infuse internship and field experiences into program requirements represent strategies employed by the Colleges to systematically work toward achieving this benchmark over the next five years.



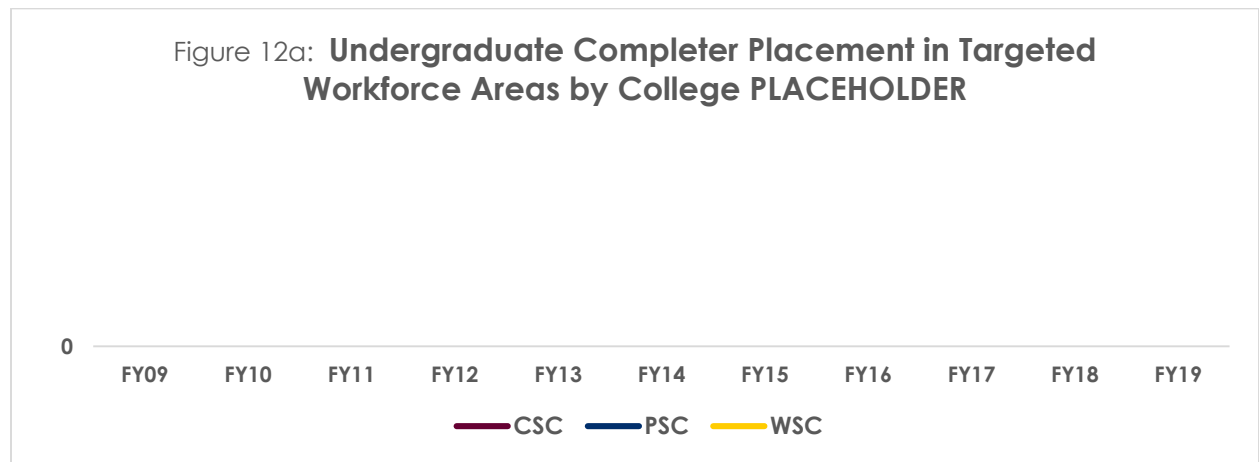
GOAL: Workforce & Economic Impact

INDICATOR 12: Undergraduate Completer Placement in Targeted Workforce Areas

College Level Data

**Table 12: Workforce & Economic Impact: Undergraduate Completer Placement in Targeted Workforce Areas**

Cohort	CSC	PSC	WSC	System	
Fall 08	64%	63%	67%	65.4%	
Fall 09	66%	61%	68%	66.2%	
Fall 10	70%	53%	68%	65.8%	
Fall 11	66%	63%	70%	67.8%	
Fall 12	66%	59%	62%	62.8%	
Fall 13	67%	58%	68%	65.8%	
Fall 14	65%	54%	72%	66.4%	
Fall 15	65%	63%	67%	65.6%	
Fall 16	64%	57%	69%	64.9%	
<b>Baseline</b>	Fall 17	66%	62%	75%	69.7%



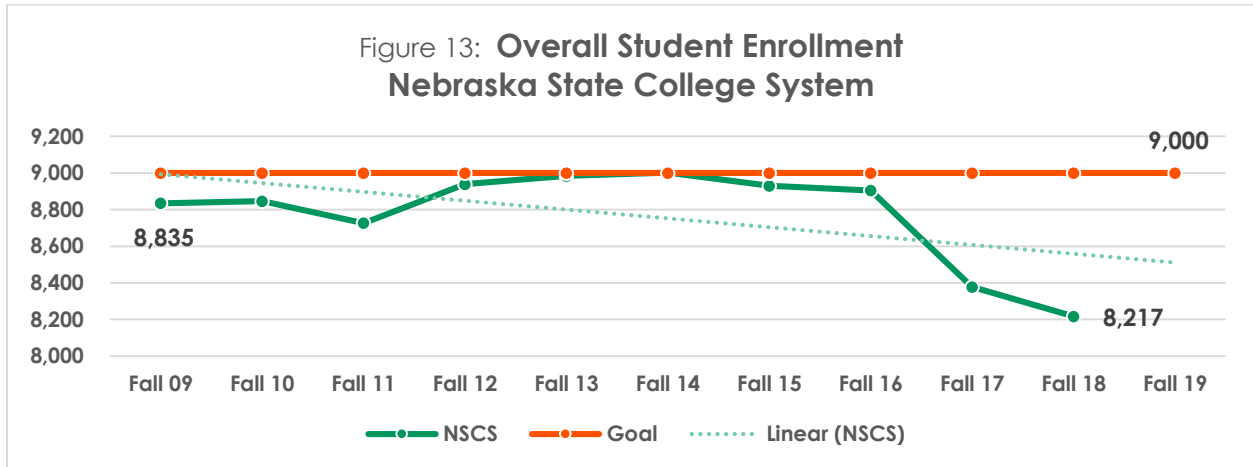
Outcomes:

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

## GOAL: Workforce & Economic Impact

### INDICATOR 13: Overall Student Enrollment

**Summary:** The Fall headcount and Full-time Equivalent (FTE) enrollments at the State Colleges have experienced a moderate decline over the past decade, with a 7% decrease in total headcount when compared against the Fall 2009 term. For the most recent academic year, the System experienced a 2.5% decrease when comparing Fall 2017 and Fall 2018 terms.



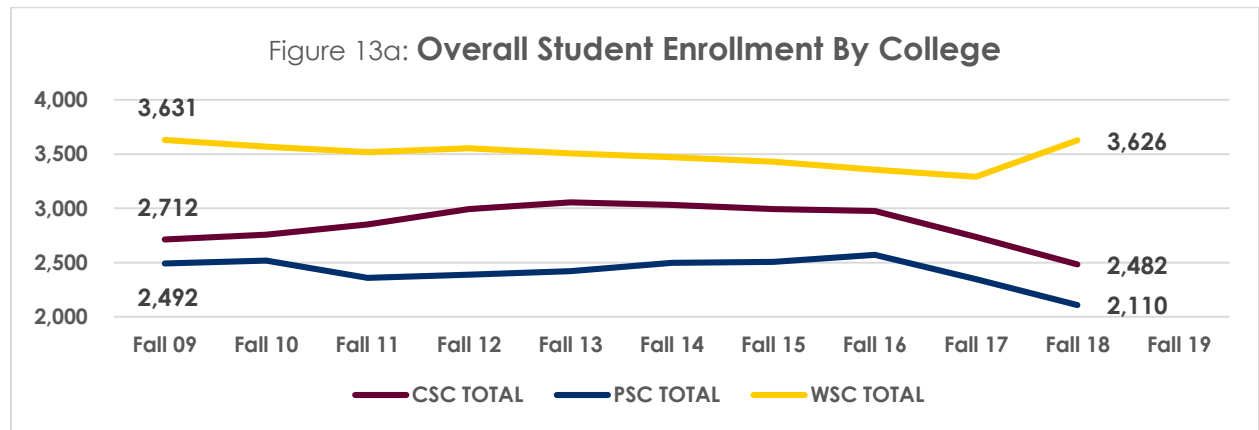
**Discussion:** Maintaining enrollments at each of the State Colleges is critical to sustaining the open-access mission for Nebraska, along with serving the rural communities within the geographic regions served. Enrollments represent a complex mixture of students that go beyond just recent high school graduates who serve the traditional student population. As this market has grown more competitive, the Colleges continue to work more aggressively with school districts in their geographic regions, while also providing a low-cost option for non-resident students. Encouraging student in-state enrollment directly after high school increases the likelihood these students will remain in Nebraska once they have earned their degree. The same is true for non-resident students who are attracted away from their home states after graduation. Beyond traditional high school graduates, college enrollments represent a complex mix of part-time, ready adult, non-traditional, transfer, concurrent credit, graduate, and international students also served by the three State Colleges. The appropriate mix of degree offerings (masters, bachelors and certificates) are necessary to encourage many of these place-bound students. Additionally, expanding transfer and international student enrollments requires ongoing evaluation and evolution of partnership agreements that allow students to successfully transition with credit for coursework completed at other postsecondary institutions.

**GOAL: Workforce & Economic Impact**  
**INDICATOR 13: Overall Student Enrollment**

**College Level Data**

**Table 13: Workforce & Economic Impact: Overall Student Enrollment**

Cohort	CSC	PSC	WSC	System
Fall 09	2712	2492	3631	8835
Fall 10	2759	2518	3569	8846
Fall 11	2851	2358	3517	8726
Fall 12	2994	2390	3555	8939
Fall 13	3056	2422	3506	8984
Fall 14	3033	2499	3470	9002
Fall 15	2993	2506	3431	8930
Fall 16	2977	2571	3357	8905
Fall 17	2737	2349	3292	8378
<b>Baseline</b> Fall 18	2,482	2,110	3,626	8,218



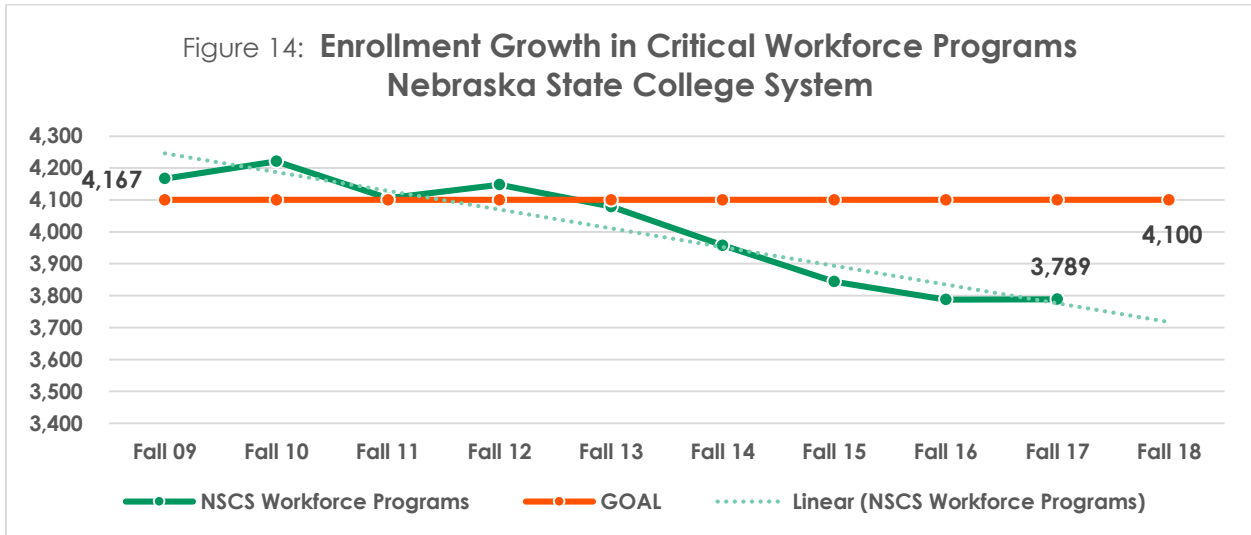
**Outcomes:**

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

## GOAL: Workforce & Economic Impact

### INDICATOR 14: Enrollment Growth in Targeted Workforce Programs

**Summary:** The Nebraska State College System has targeted six key degree areas necessary for meeting the future workforce needs for the State, in addition to RHOP and RLOP programs. Over the past decade, a lower percentage of students have enrolled in degree programs that align with these critical areas. This past year resulted in the lowest enrollment in critical workforce areas over the past decade at 3,789 students (an 10% decrease since Fall 2009).



**Discussion:** While enrollment growth is important to ensure financial prosperity for each State College, ensuring that enrollment trends are also aligning with the workforce needs<sup>6</sup> of the state should also be a critical priority. During the 2018-19 academic year, College Presidents engaged with stakeholders and industry representatives across Nebraska to identify critical degree programs that are necessary for meeting workforce shortages. The areas identified include degree programs in Rangeland Management, Business Administration, STEM (Science, Technology, Engineering, and Math), Education, Industrial Technology, Computer Information Systems, and Criminal Justice. A total of 32 degree programs across the three State Colleges align directly with these six workforce areas, and efforts are in place to increase enrollments in these areas to encourage student placement in Nebraska. In an effort to correct this downward linear trend for these workforce areas, a benchmark of 4,100 enrollments in targeted majors has been set for 2025. Efforts to increase workforce scholarship opportunities, ongoing program evolution to meet changing workforce demands, and critical investments in facilities and faculty represent strategies employed by the Colleges to systematically work toward achieving this benchmark over the next five years.

<sup>6</sup> During the 2018-19 academic year, College Presidents engaged with stakeholders and industry representatives across Nebraska to identify critical degree programs that are necessary for meeting workforce shortages. The areas identified include degree programs in Rangeland Management, Business Administration, STEM (Science, Technology, Engineering, and Math), Education, Industrial Technology, Computer Science, and Criminal Justice.

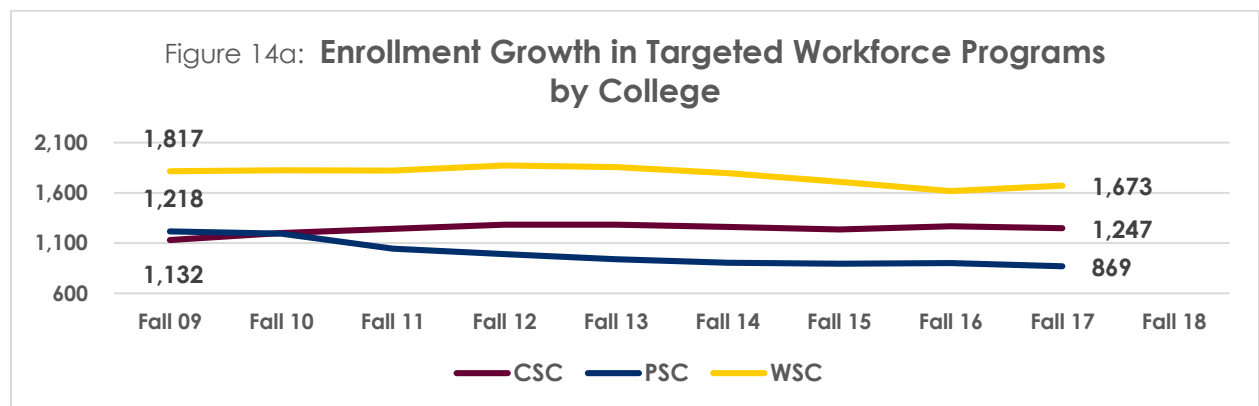
GOAL: Workforce & Economic Impact

INDICATOR 14: Enrollment Growth in Targeted Workforce Programs

College Level Data

**Table 14: Workforce & Economic Impact: Enrollment Growth in Targeted Workforce Programs**

Cohort	CSC	PSC	WSC	System
Fall 09	1,132	1,218	1,817	4,167
Fall 10	1,201	1,194	1,826	4,221
Fall 11	1,241	1,044	1,821	4,106
Fall 12	1,284	990	1,874	4,148
Fall 13	1,284	938	1,857	4,079
Fall 14	1,260	903	1,795	3,958
Fall 15	1,236	896	1,712	3,844
Fall 16	1,267	902	1,619	3,788
<b>Baseline</b> Fall 17	1,247	869	1,673	3,789



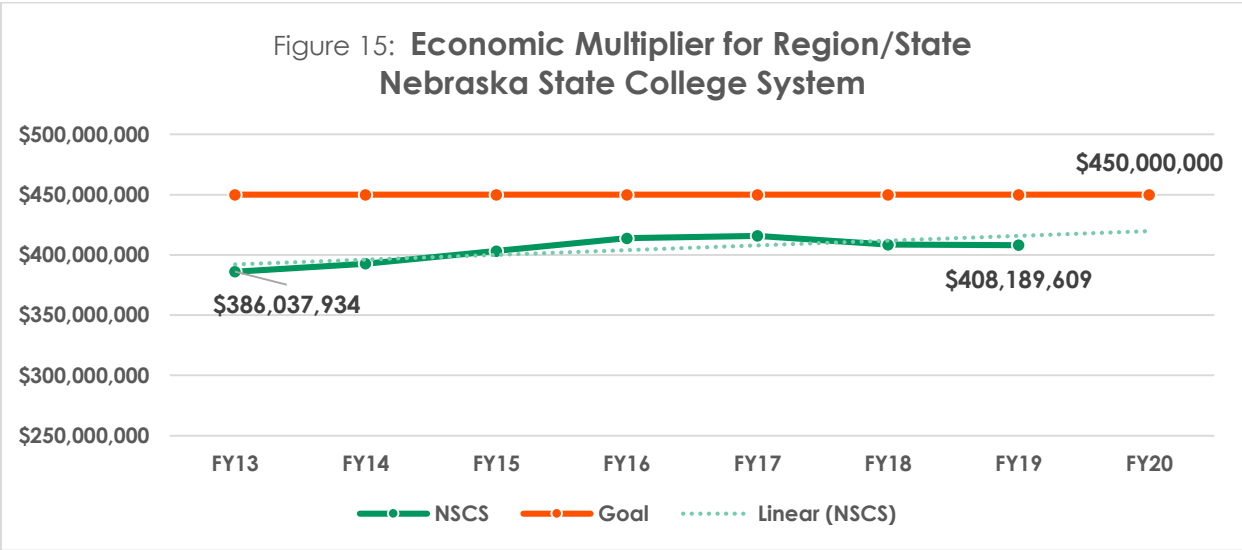
Outcomes:

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

# GOAL: Workforce & Economic Impact

## INDICATOR 15: Economic Multiplier for Region/State

**Summary:** When adjusting for inflation, the State College System has continued to make a significant impact on the economy of the state, resulting in growth exceeding \$400 million over the past five years. With slight declines in enrollment over the past two years, the lost tuition revenue has generated a slight decrease of 1.8% when compared to the economic impact in FY17.



**Discussion:** Each of the State Colleges has a significant impact on the State of Nebraska and the regions they serve as they have become significant anchors in their rural service areas. The vast majority of dollars are spent on employee salaries and for purchasing services from regional businesses.<sup>7</sup> Student expenditures and funds spent by parents include food, gas, and other goods, as well as rental of off-campus housing.<sup>8</sup> A number of the metrics outlined in the strategic plan are designed to facilitate growth in this overall economic impact for the state resulting from enrollment growth (including non-resident and international students), improving retention and graduation rates, and degree production. One factor difficult to calculate in these estimates is the economic impact generated from increasing degree attainment in Nebraska. Bachelor and graduate degree holders make a significant impact in their local communities beyond just the tax dollars generated from income annually. The goal of increasing in-state placements also further contributes to this intangible economic impact. The benchmark of \$450 million was set as a stretch goal to dramatically increase the impact the State Colleges have for the investment made by the State, and extend beyond the current 8:1 return on investment in State General Fund dollars.

<sup>7</sup> Using a conservative 2.5 multiplier to estimate the effect of one dollar in the economy that changes hands several times, the following is an estimate of that economic impact of the NSCS budget, mainly in rural Nebraska.

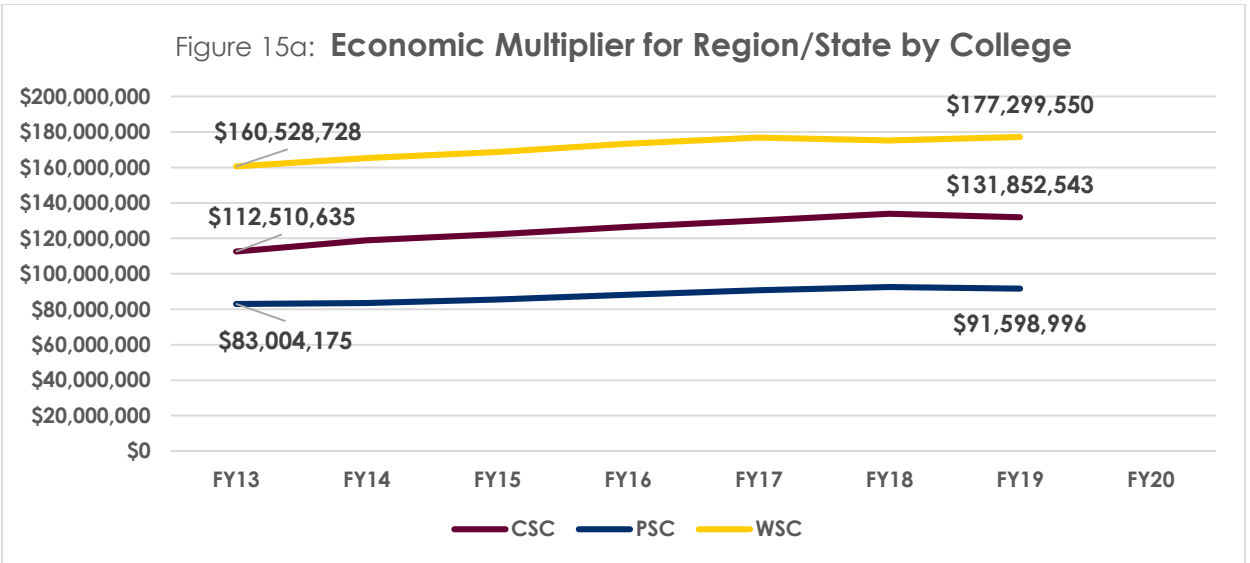
<sup>8</sup> A conservative calculation of a per-student expenditure rate of \$75 per week along with the 2.5 multiplier and a conservative enrollment estimate also provides additional funds spent in the local area during the academic year.

**GOAL: Workforce & Economic Impact**  
**INDICATOR 15: Economic Multiplier for Region/State**

**College Level Data**

**Table 15: Workforce & Economic Impact: Economic Multiplier for Region/State**

Fiscal Year	CSC	PSC	WSC	System
FY13	\$112,510,635	\$83,004,175	\$160,528,728	\$386,037,934
FY14	\$118,860,995	\$83,541,420	\$165,309,601	\$392,749,397
FY15	\$122,332,015	\$85,458,693	\$168,743,460	\$403,245,070
FY16	\$126,405,718	\$88,234,503	\$173,448,413	\$413,795,672
FY17	\$130,147,335	\$90,660,768	\$176,839,435	\$415,904,178
FY18	\$133,867,860	\$92,581,446	\$175,182,650	\$408,530,163
<b>Baseline</b> FY19	\$131,852,543	\$91,598,996	\$177,299,550	\$408,189,609



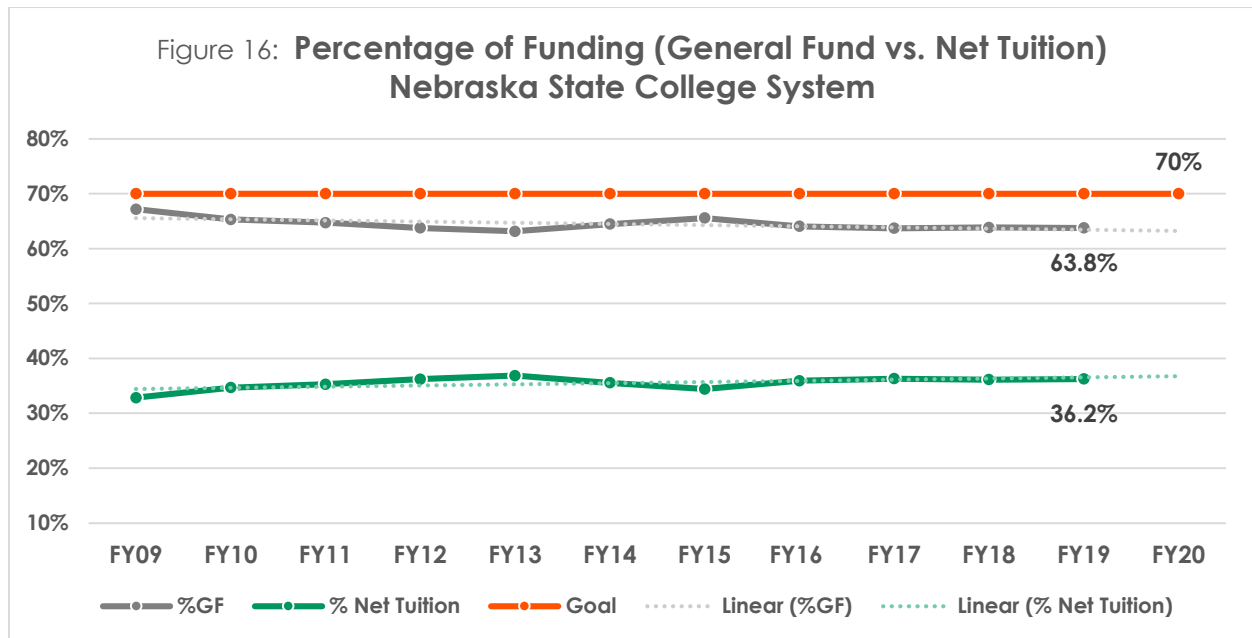
**Outcomes:**

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

## GOAL: Access & Affordability

### INDICATOR 16: Percentage of Funding (General Fund vs. Net Tuition)

**Summary:** The opportunity to grow the necessary workforce for Nebraska is contingent on maintaining an affordable four-year educational option for students. There is a significant relationship between tuition costs and the general funding available from the Governor and Legislature each year. Over the past decade, modest declines have occurred in this funding distribution resulting in a four percent increase in the educational costs being shifted to students. A .1% shift toward students occurred during FY19.



**Discussion:** Several factors contribute to the distribution of funds referenced in this metric. First, maintaining general fund support is a significant factor since, at the current threshold, a 1% increase in state general fund support can assist in reducing student tuition costs by 2%; the inverse is also true for a funding decrease. As the general fund allocation declines over time, larger increases are needed to maintain the core operations at the three State Colleges. Second, the Board of Trustees is also tasked with keeping tuition and fee rates as low as possible to maintain this balance, so the two are highly interrelated, resulting in tightly managing increases aligning with state general fund support. Student enrollment growth is the final contributing factor. As enrollments decline, the decline in cash revenue can positively impact the State's share of higher education costs for students. As enrollments increase, the additional cash revenue alternatively skews the distribution. As a result, strategic investments from increased enrollments and tuition revenue should be made to cover core operational costs. The goal for this metric has been set at 70% to encourage strategic engagement on these two factors to maintain affordability.



**GOAL: Access & Affordability**

**INDICATOR 16: Percentage of Funding (General Fund vs. Tuition)**

**Funding Data**

<b>Table 16: Access &amp; Affordability: Percentage of Funding (General Fund vs. Net Tuition)</b>					
Fiscal Year	General Fund	Net Tuition	% General Fund	% Tuition	
FY10	45,335,219	24,069,379	65.3%	34.7%	
FY11	45,369,972	24,725,891	64.7%	35.3%	
FY12	44,846,037	25,473,492	63.8%	36.2%	
FY13	45,450,893	26,521,338	63.2%	36.8%	
FY14	47,496,183	26,181,208	64.5%	35.5%	
FY15	49,396,030	25,925,819	65.6%	34.4%	
FY16	50,877,911	28,540,814	64.1%	35.9%	
FY17	50,308,078	28,675,224	63.7%	36.3%	
FY18	51,099,382	28,915,244	63.9%	36.1%	
<b>Baseline</b>	FY19	51,620,804	29,351,902	63.8%	36.2%

<b>Table 16a: Percentage of Funding by College (General Fund vs. Net Tuition)</b>							
Fiscal Year	Chadron State		Peru State		Wayne State		
	% GF	% Tuition	%GF	% Tuition	% GF	% Tuition	
FY10	68%	32%	59%	41%	65%	35%	
FY11	67%	33%	58%	42%	64%	36%	
FY12	64%	36%	60%	40%	64%	36%	
FY13	64%	36%	59%	41%	63%	37%	
FY14	65%	35%	59%	41%	65%	35%	
FY15	66%	34%	60%	40%	66%	34%	
FY16	65%	35%	57%	43%	65%	35%	
FY17	63%	37%	57%	43%	66%	34%	
FY18	64%	36%	57%	43%	65%	35%	
<b>Baseline</b>	FY19 (est.)	66%	34%	59%	41%	62%	38%

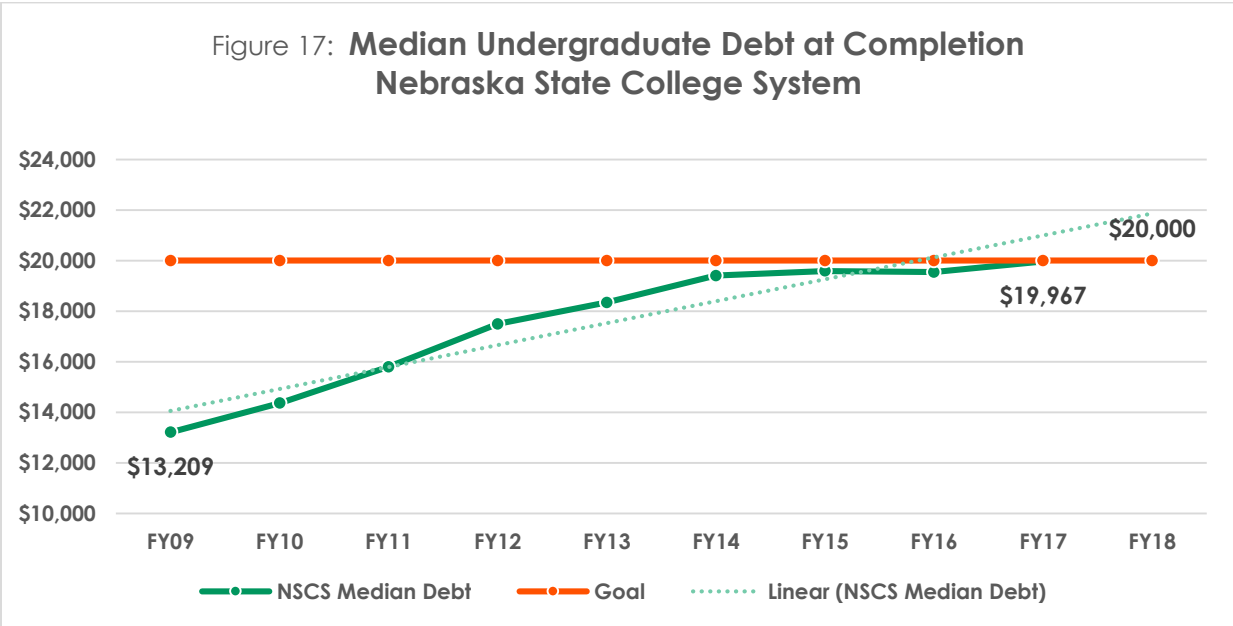
**Outcomes:**

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

**GOAL: Access & Affordability**

**INDICATOR 17: Median Undergraduate Debt at Completion**

**Summary:** The average cumulative principal borrowed per undergraduate borrower<sup>9</sup> has continued to increase steadily over the past decade, even after adjusting for the rate of inflation. Since FY09 the average loan amount for Nebraska State College students has increased by 30% when compared against those students graduating this past year. Trends show a slight decline in the overall loan amounts during the past two years.



**Discussion:** A combination of factors contributes to the overall borrowing rates for degree holders, driven mainly by the overall net-price at each College. Increases to cover a portion of core needs through general fund increases each year assist in reducing tuition and fee expansion for students. Additionally, the Colleges' capacity to increase the grant/aid available to students, increases in Pell awards, and ongoing support through programs like the Nebraska Opportunity Grant work together to provide low-income students with resources to lower their overall debt load at graduation. This goal was set to keep the overall debt load for students at a rate lower than the current trends (suggesting that if similar patterns continued to transpire, the average loan amount would exceed \$27,000). To meet this challenge, the Nebraska State College System has set a benchmark of an average loan amount not exceeding \$20,000 by 2025. Even at this level, students earning their degree generate a significant return on investment for these dollars, as the average bachelor's degree holder is projected to earn more than \$1 million more over their career compared to what can be earned by those only holding a high school diploma.

<sup>9</sup> These figures include federal loan programs such as Perkins and Stafford Subsidized and Unsubsidized.

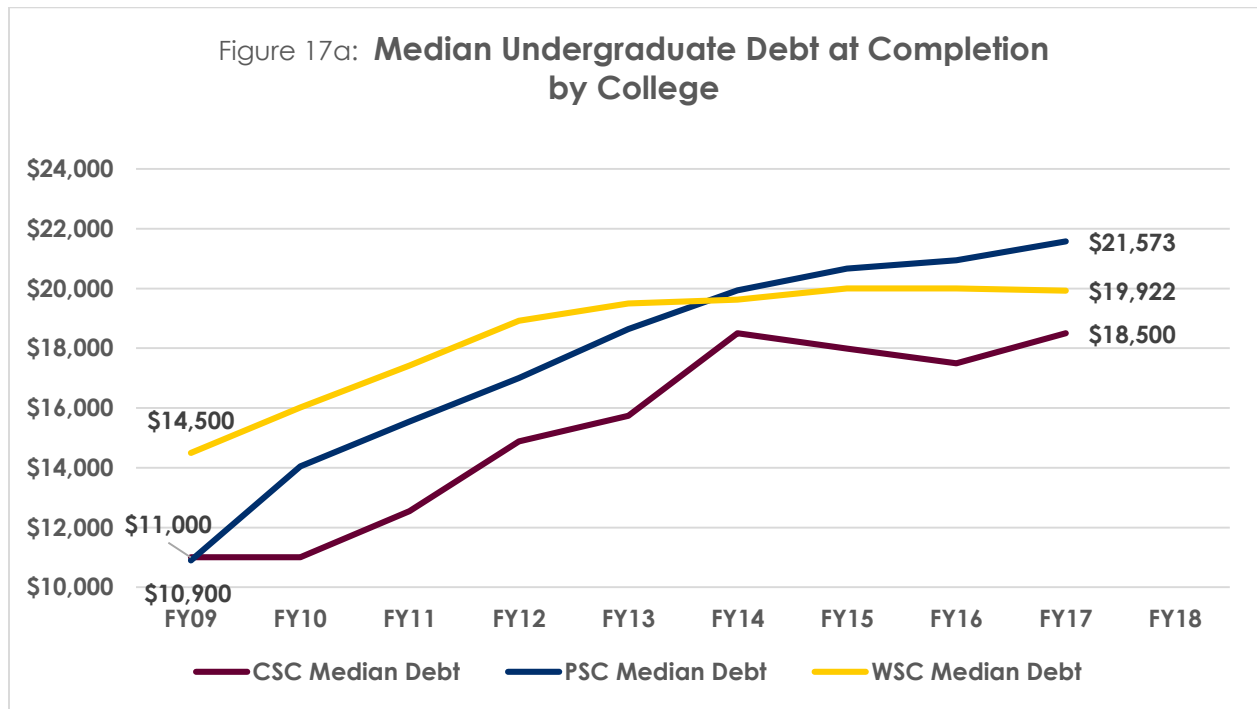
GOAL: Access & Affordability

INDICATOR 17: Median Undergraduate Debt at Completion

College Level Data

Table 17: Access & Affordability: Median Undergraduate Debt at Completion

Fiscal Year	CSC	PSC	WSC	System
FY09	\$11,000	\$10,900	\$14,500	\$13,209
FY10	\$11,000	\$14,049	\$16,014	\$14,361
FY11	\$12,545	\$15,550	\$17,417	\$15,793
FY12	\$14,882	\$17,000	\$18,914	\$17,489
FY13	\$15,733	\$18,640	\$19,500	\$18,338
FY14	\$18,499	\$19,940	\$19,623	\$19,404
FY15	\$17,991	\$20,665	\$20,000	\$19,585
FY16	\$17,500	\$20,940	\$20,000	\$19,541
FY17	\$18,500	\$21,573	\$19,922	\$19,967
<b>Baseline</b> FY18				



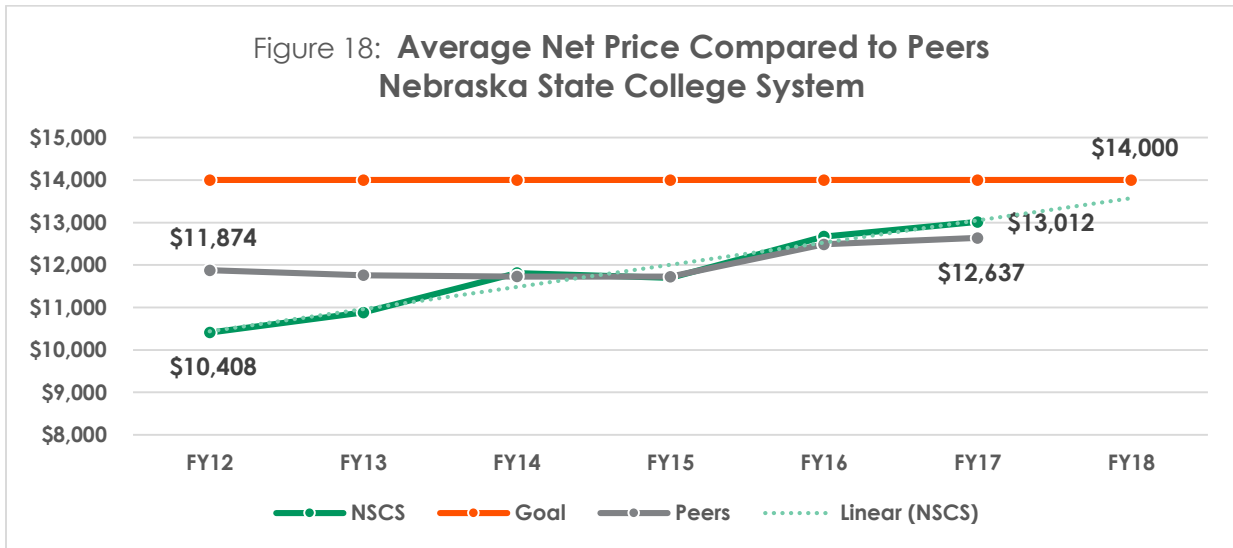
Outcomes:

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

## GOAL: Access & Affordability

### INDICATOR 18: Average Net Price Compared to Peers<sup>10</sup>

**Summary:** Net price<sup>11</sup> for students/families has increased by roughly 38% during the past decade for the Nebraska State Colleges. The impact of general fund appropriations and increasing costs above the rate of inflation have continued to drive up the out-of-pocket costs for students. When compared to the past year, a 2.6% increase in net-price has occurred for students. Before FY17, the State Colleges had consistently seen a lower net-price when compared to their peer institutions. These institutions have gained considerable ground over the past seven years to bring their net-price in line with each of the State Colleges.



**Discussion:** Families traditionally evaluate total educational costs by calculating tuition, mandatory fees, room, board, textbook, and other anticipated living costs incurred. Net price can be assessed by then subtracting the overall grant/aid received from the institution to more accurately calculate the out-of-pocket costs families are likely to incur. Tuition and fee costs can be reduced through ongoing general fund support from the State, while also holding tuition increases in line with standard higher education indexes. Additionally, the capacity for State Colleges to draw upon foundation support through scholarships, strategic use of remissions/waivers, and public/private partnerships can each have a direct impact on increasing the grant/aid available to help hold down the overall net price for students. Not only has the metric increased over the past six years, but the past two years marked the first instance where net price for peers was at a lower rate when compared to the State Colleges. The benchmark for this metric has been set at \$14,000 with a goal of not exceeding this level by 2025. Under current trends during the past decade, this figure is likely to exceed \$16,000 by this same timeframe if strategic efforts are not implemented to help hold the cost down over the next five years.

<sup>10</sup> Current CCPE Peer Institutions include: Granite State College, New Hampshire; Lincoln University, Missouri; Missouri Western State University; Montana State University-Billings; Ohio State University-Lima Campus; Ohio State University-Newark Campus; Shawnee State University, Ohio; University of Arkansas at Monticello.

<sup>11</sup> Total cost to cover The average total net price for individual students is calculate by using IPEDS data for first-time degree/certificate seeking undergraduate students who graduated from high school in the past 12 months and are U.S. residents. Bureau of Labor Statistics data were used to determine CPI indicators for this metric.

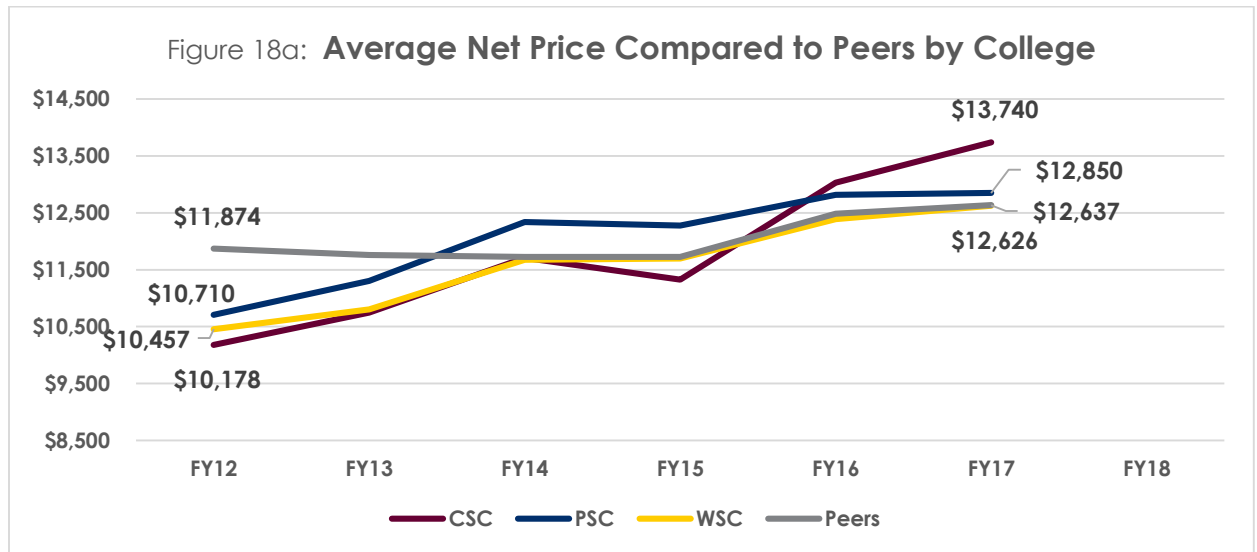
GOAL: Access & Affordability

INDICATOR 18: Average Net Price Compared to Peers

College Level Data

**Table 18: Access & Affordability: Average Net Price Compared to Peers**

Fiscal Year	CSC	PSC	WSC	System
FY09	\$8,364	\$9,591	\$9,993	\$9,430
FY10	\$9,805	\$8,685	\$10,024	\$9,703
FY11	\$9,890	\$9,959	\$9,608	\$9,753
FY12	\$10,178	\$10,710	\$10,457	\$10,408
FY13	\$10,745	\$11,304	\$10,803	\$10,880
FY14	\$11,711	\$12,342	\$11,673	\$11,810
FY15	\$11,325	\$12,278	\$11,696	\$11,700
FY16	\$13,031	\$12,818	\$12,391	\$12,672
FY17	\$13,740	\$12,850	\$12,626	\$13,012
<b>Baseline</b>	FY18			



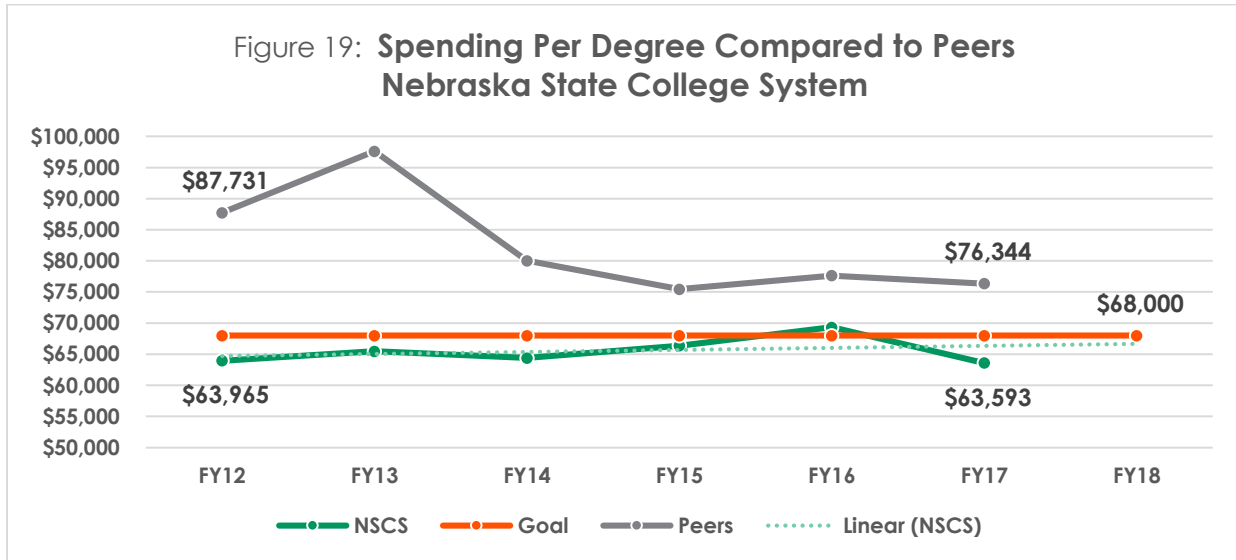
Outcomes:

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

## GOAL: Access & Affordability

### INDICATOR 19: Spending Per Degree Compared to Peers

**Summary:** Peer institutions<sup>12</sup> have successfully closed the gap in spending per degree when compared to the Nebraska State College System. A gap that was more than \$18,000 just six years ago, has been reduced to just \$13,000 for FY17. Despite narrowing this gap during this time frame, the State Colleges have successfully maintained their overall spending per degree during the past six years.



**Discussion:** Several factors can influence the overall spending per degree at colleges and universities. As general fund appropriations remain fixed, an increase in degree production in a given year can have a dramatic impact on reducing the overall cost-to-degree calculation. Additionally, in a year when degree production drops with flat or increasing state appropriations, the inverse occurs driving up the cost to the college. Enrollment increases, improving persistence and retention rates, providing successful pathways for transfer students, and increasing on-time degree completion are just a few of the factors that can have a positive impact on improving college cost-to-degree. A set peer institutions have been identified by the Coordinating Commission for Postsecondary Education (CCPE) to include colleges/universities that have similar student characteristics, degree programs, and financial support. A gap between spending per degree continues to exist between the State Colleges and comparable peer institutions at a rate of \$13,000 per degree for the most recent data available from the National Center for Educational Statistics. The benchmark for this metric was set at \$68,000 while also seeking to maintaining this peer spending gap through 2025.

<sup>12</sup> Current CCPE Peer Institutions include: Granite State College, New Hampshire; Lincoln University, Missouri; Missouri Western State University; Montana State University-Billings; Ohio State University-Lima Campus; Ohio State University-Newark Campus; Shawnee State University, Ohio; University of Arkansas at Monticello.

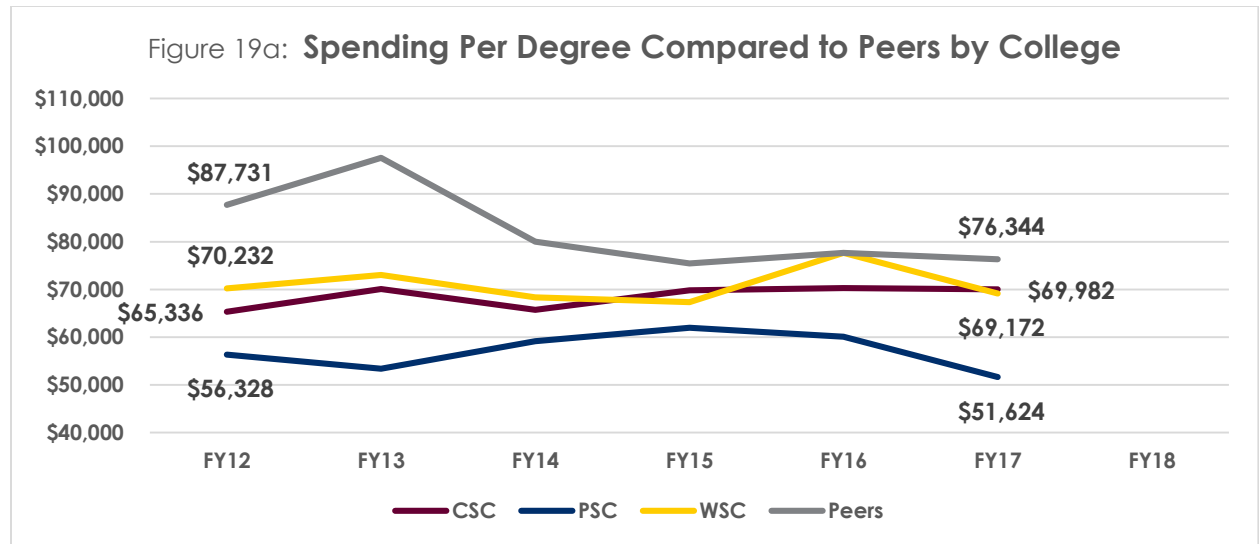
GOAL: Access & Affordability

INDICATOR 19: Spending Per Degree Compared to Peers

College Level Data

**Table 19: Access & Affordability: Spending Per Degree Compared to Peers**

Fiscal Year	CSC	PSC	WSC	System
FY11				
FY12	\$65,336	\$56,328	\$70,232	\$63,966
FY13	\$70,057	\$53,346	\$73,049	\$65,484
FY14	\$65,722	\$59,158	\$68,331	\$64,403
FY15	\$69,815	\$61,975	\$67,335	\$66,375
FY16	\$70,292	\$60,066	\$77,643	\$69,357
<b>Baseline</b> FY17	\$69,982	\$51,624	\$69,172	\$63,593

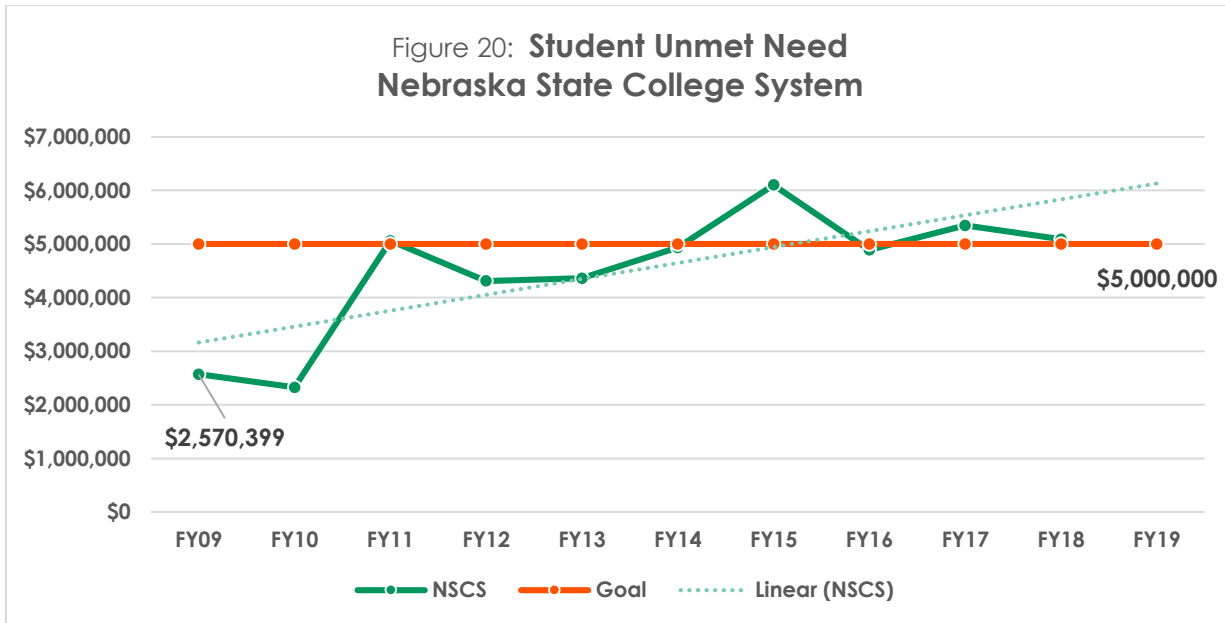


Outcomes:

## GOAL: Access & Affordability

### INDICATOR 20: Student Unmet Need

**Summary:** The amount of unmet student need for each year is collected from the Unmet Needs Report that each State College completes and submits to the Coordinating Commission for Postsecondary Education (CCPE). These numbers reflect the total amount of need for students attending the NSCS. Over the past decade, this estimate of unmet need has grown significantly with an increase of 98%. The State Colleges reached a high of just over \$6.1 million in unmet need for students in FY15, but this has decreased in recent years to just above \$5 million.



**Discussion:** For students, the difference between the combined grant/aid offers and the cost of attendance is referred to as Unmet Need. Traditionally an estimate of the Expected Family Contribution (EFC) is used in determining how much a family should be able to contribute to its student's educational costs. The EFC represents a measure of a family's financial strength (taxed and untaxed income, assets, benefits, etc.) and calculated using a common formula established by the U.S. Department of Education. As the overall Cost of Attendance(COA) (calculation of all related educational expenses including tuition, fees, room, board, textbooks, and miscellaneous costs) has increased, families have an increasingly difficult time filling the growing gap between COA and the available grant/aid available at their students' colleges. Programs like the Nebraska Opportunity Grant and College need-based scholarship programs serve an important role in helping to fill the growing gap in unmet need. However, increases in federal Pell awards have not kept pace with increases in the average COA; yet the percentage of Pell-eligible students in the Nebraska State College System has remained consistent at 44% over the past seven years. This benchmark was set at \$5 million to increase efforts on at the Colleges and with the State to hold the line on unmet need for Nebraska students into 2025.

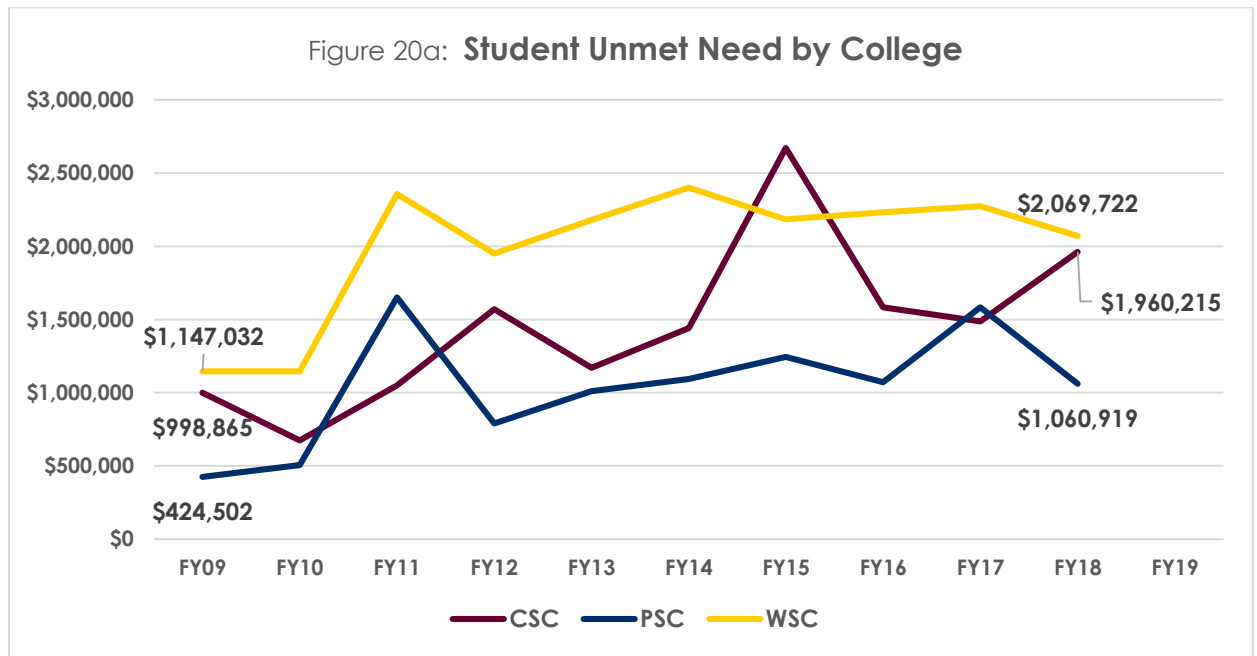


**GOAL: Access & Affordability**  
**INDICATOR 20: Student Unmet Need**

**College Level Data**

**Table 20: Access & Affordability: Student Unmet Need**

Fiscal Year	CSC	PSC	WSC	System
FY09	\$998,865	\$424,502	\$1,147,032	<b>\$2,570,399</b>
FY10	\$673,806	\$506,161	\$1,146,480	<b>\$2,326,447</b>
FY11	\$1,049,671	\$1,651,572	\$2,357,055	<b>\$5,058,298</b>
FY12	\$1,569,937	\$790,289	\$1,950,603	<b>\$4,310,829</b>
FY13	\$1,170,620	\$1,010,645	\$2,180,529	<b>\$4,361,794</b>
FY14	\$1,440,933	\$1,093,529	\$2,399,969	<b>\$4,934,431</b>
FY15	\$2,672,472	\$1,244,540	\$2,185,006	<b>\$6,102,018</b>
FY16	\$1,582,785	\$1,072,934	\$2,232,799	<b>\$4,888,518</b>
FY17	\$1,486,589	\$1,583,848	\$2,274,544	<b>\$5,344,981</b>
<b>Baseline</b> FY18	\$1,960,215	\$1,060,919	\$2,069,722	<b>\$5,090,856</b>



**Outcomes:**

Attachment: NSCS 2025 Strategic Plan Tracking (2577 : NSCS 2025 Strategic Plan)

**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

September 12, 2019

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***ACTION:* First Round Approval of Revisions to Board Policy 2510;  
Mission Statement; Core Values and Vision Statement**

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While Policy 2510 currently identifies the Mission, Vision, and Values (MVV) statements for the NSCS overall, the policy currently does not include any definition of these terms, nor does it outline any expectations for the Colleges' MVV statements. In order to ensure that the Colleges develop and/or update MVV statements that align with the NSCS statements, as well as existing state statutes describing their authorizations, revisions to Board Policy 2510 are being recommended.

These revisions are coming forward as initial recommendations to the Board **for first reading** to allow for a detailed conversation around: 1) the definitions being provided within the policy; 2) the inclusion of state statutes within the policy to provide guidance; and 3) the process by which the Colleges will submit proposed updates to their existing MVV statements. After considering Board feedback, an updated policy draft will be developed, with **final recommendations and final reading** formally submitted to the Board during the November 2019 Board of Trustees meeting.

The System Office recommends approval of the Revisions to Board Policy 2510; Mission Statement; Core Values and Vision Statement.

**ATTACHMENTS:**

- Revisions to Board Policy 2510 (PDF)

# GOVERNANCE AND ADMINISTRATION, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 2510**

**Mission Statement, Core Values,  
and Vision Statement**

**Page 1 of 5**

## 1. BOARD POLICY

A. The Nebraska State College System, and each of the Nebraska State Colleges, shall establish a Mission Statement, Core Values, and Vision Statement that reflect the authorizations established for the Nebraska State Colleges in the Nebraska Revised Statutes provided below and conform to the following descriptions and definitions:

1. Mission Statement: A mission statement guides the purposes of the institution and defines the college, why it exists, and its reason for being.
2. Core Values: Core values are the fundamental beliefs upon which the college and its behavior are based. They are the guiding principles that the college uses to manage its internal affairs as well as its relationship with the community it serves.
3. Vision Statement: The vision statement is an aspirational description of what the college would like to achieve or accomplish in the future and serves as a clear guide for choosing current and future courses of action.

B. All Mission Statements, Core Values, and Vision Statements developed and/or revised by the System or a State College shall be submitted to the Chancellor, who shall forward them to the Board for approval with his/her recommendation.

## 2. NEBRASKA REVISED STATUTE, CHAPTER 85

A. As authorized in Nebraska Revised Statute, Chapter 85, Sections 950-954, the Nebraska State Colleges:

1. Shall have regional responsibility for public service and continuing education activities, except in areas where such colleges have the ability to provide a particular service on a statewide basis. (950)
2. Shall have as their first instructional priority the provision of baccalaureate general academic, baccalaureate occupational, and baccalaureate professional degree programs in education. (951)
3. Shall have as their second instructional priority master's programs in education and other areas authorized by the Legislature. (951)
4. Shall have as their third priority the continuation and development of applied research and public service activities. (951)
5. Shall have as their fourth priority the awarding of the specialist degree in education. (951)
6. May continue to deliver academic transfer and pre-professional associate degree programs for which a degree may be awarded if approved by the Board of Trustees of the Nebraska State Colleges and the Coordinating Commission for Postsecondary Education (pursuant to sections 85-1413 and 85-1414) upon demonstration of compelling need and unique capacity of the state colleges to offer such programs. The state colleges shall not independently award the associate degree, diploma, or certificate for applied technology education programs. (952)
7. May continue to pursue and develop applied research programs related to their instructional and regional responsibilities. Research activities of the state colleges shall be directly related to the enhancement of the instructional programs and to the professional development of the faculty. (953)

## GOVERNANCE AND ADMINISTRATION, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 2510**

**Mission Statement, Core Values,  
and Vision Statement**

**Page 2 of 5**

8. Are encouraged to develop master's level curriculum in educational technology and to explore innovative new areas for master's level instruction in the field of education. The state colleges may deliver, in consultation with the University of Nebraska, graduate courses in business to meet regional needs. (954)

9. Shall establish with the University of Nebraska a joint advisory committee to ensure coordinated program development and delivery in offering the master's degree in business administration. (954)

B. As authorized in Nebraska Revised Statute, Chapter 85, Section 956, Chadron State College:

1. May maintain its existing baccalaureate general academic, baccalaureate occupational, and baccalaureate professional degree programs and shall limit new baccalaureate degree programs to the needs of its unique service area generally defined as the state's western region.

2. May independently award the master's degree in business administration, subject to approval by the Board of Trustees of the Nebraska State Colleges.

3. May offer other master's degree programs upon demonstrating a compelling need in the disciplines in which it has a demonstrated capacity, subject to approval by the Board of Trustees of the Nebraska State Colleges and as authorized and approved by the Coordinating Commission for Postsecondary Education.

C. As authorized in Nebraska Revised Statute, Chapter 85, Section 957, Peru State College:

1. May maintain its existing baccalaureate general academic, baccalaureate occupational, and baccalaureate professional degree programs and shall limit new baccalaureate degree programs to the needs of its unique service area generally defined as the state's southeast region.

2. May maintain the cooperative master's degree program in education with the university.

3. May offer a Master of Science degree in organizational management with a focus in entrepreneurship and economic development, subject to approval by the Board of Trustees of the Nebraska State Colleges.

D. As authorized in Nebraska Revised Statute, Chapter 85, Section 958, Wayne State College:

1. May maintain its existing baccalaureate general academic, baccalaureate occupational, and baccalaureate professional degree programs and shall limit new baccalaureate degree programs to the needs of its unique service area generally defined as the state's northeast region.

2. May independently award the master's degree in business administration, subject to approval by the Board of Trustees of the Nebraska State Colleges.

3. May offer other master's degree programs upon demonstrating a compelling need in the disciplines in which it has a demonstrated capacity, subject to approval by the Board of Trustees of the Nebraska State Colleges and as authorized and approved by the Coordinating Commission for Postsecondary Education.

### 3. NEBRASKA STATE COLLEGE SYSTEM MISSION, VISION, AND VALUES

#### A. MISSION STATEMENT

The Nebraska State College System serves our students, communities and state by providing high quality, accessible educational opportunities.

## GOVERNANCE AND ADMINISTRATION, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 2510**

**Mission Statement, Core Values,  
and Vision Statement**

**Page 3 of 5**

### B. CORE VALUES

1. Provide a safe, stimulating, caring, and enriching learning experience.
2. Meet the changing needs of our students and the state.
3. Assure financial, programmatic, and geographic access to NSCS institutions.
4. Maintain affordable tuition and fees.
5. Provide opportunities for applied research.
6. Foster cooperative ventures among NSCS institutions and other agencies and organizations.
7. Emphasize participation in public service and service learning.
8. Recruit and retain quality faculty and staff.

### C. VISION STATEMENT

Chadron State College, Peru State College, and Wayne State College, along with the System Office and the Board of Trustees constitute the Nebraska State College System.

Working together with a unity of purpose:

We will become a premier system of state colleges that will be recognized as centers for intellectual growth, cultural enlightenment, and economic development.

We will serve as a model of collaborative educational excellence, setting standards for strengthening individuals and communities through knowledge, service, leadership, and global understanding.

## 4. INDIVIDUAL COLLEGE MISSION, VISION, AND VALUES

### A. CHADRON STATE COLLEGE

#### 1. MISSION STATEMENT

Chadron State College delivers experiences that foster knowledgeable and engaged leaders and citizens to enrich the High Plains region and beyond.

#### 2. CORE VALUES

- Accessible and affordable education
- Collaboration
- Diversity and inclusion in people and thought
- Impactful experiences and outcomes
- Innovation
- Integrity
- Student engagement and learning

## GOVERNANCE AND ADMINISTRATION, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 2510

Mission Statement, Core Values,  
and Vision Statement

Page 4 of 5

### 4.3. VISION STATEMENT

Chadron State College aspires to continue as a learner-centered institution. We are committed to students through our focus on continuous improvement and excellence in teaching, applied scholarship, and service.

## B. PERU STATE COLLEGE

### 1. MISSION STATEMENT

In educating the individual to the benefit of society, Peru State College cultivates the capacity and propensity for life-long learning by fostering independent inquiry and promoting the value of knowledge and discovery. Through innovative undergraduate and graduate programs, Nebraska's first college continues its commitment to making a vital contribution to the future of the region and the state.

### 2. CORE VALUES

- Educational engagement is an active approach to teaching and learning that considers the diversity of students and creates a culture of ownership, inclusion and leadership.
- Educational engagement empowers all students and employees to connect personally with the educational experience, others, and society by creating opportunities for direct involvement in learning.
- Engaged educators and learners seek to understand and respect multiple perspectives in the search for solutions to problems through inquiry and research.
- Inquiry and research facilitates the discovery of new ideas and better practices.
- These discoveries, along with continuous reflection and a commitment to service, foster a culture of innovation resulting in progressive change that benefits society.

### 3. VISION STATEMENT

Peru State is a college of choice fostering excellence and student achievement through engagement in a culture that promotes inquiry, discovery, and innovation.

## C. WAYNE STATE COLLEGE

### 1. MISSION STATEMENT

Wayne State College is a comprehensive institution of higher education dedicated to freedom of inquiry, excellence in teaching and learning, and regional service and development. Offering affordable undergraduate and graduate programs, the College prepares students for careers, advanced study and civic involvement. The College is committed to faculty-staff-student interaction, public service and diversity within a friendly and collegial campus community.

GOVERNANCE AND ADMINISTRATION, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 2510 Mission Statement, Core Values, and Vision Statement

Page 5 of 5

2. CORE VALUES

- Learning Experience
- Student Success
- Regional Service

3. VISION STATEMENT

Wayne State makes a notable difference to rural and community life through learning excellence, student success and regional service.

Policy Adopted: 6/5/93  
Policy Revised: 6/6/08  
Policy Revised: ??

Attachment: Revisions to Board Policy 2510 (2541 : Revisions to Board Policy 2510; Mission Statement; Core Values and Vision Statement)

**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

September 12, 2019

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**ACTION:**                                    **Approve Memorandum of Understanding with ESU4 for Peru State College**

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Peru State respectfully requests approve of the Memorandum of Understanding which supports collaborative opportunities for Peru State to provide graduate level continuing education/professional development course credit for Education Service Unit 4.

Board Policy 7015 requires Board action for approval of all academic agreements.

The System Office and Peru State College recommend approval of the Memorandum of Understanding with ESU4 for Peru State College.

**ATTACHMENTS:**

- PSC ESU4 Memorandum of Understanding            (PDF)



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**EDUCATIONAL SERVICE UNIT 4**  
**AND**  
**THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES D.B.A PERU STATE COLLEGE**

This Memorandum of Understanding (MOU) is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Peru State College (PSC), and Educational Service Unit 4 (ESU 4).

**INTENT OF MOU:** It is the intent of PSC and ESU 4 is to collaborate to provide PSC graduate-level continuing education/professional development credit for ESU 4 courses.

**EFFECTIVE DATE:** This MOU shall be in effect from February 1, 2020 until June 30, 2025.

**COURSES:** All courses will be developed and taught by ESU 4, and remain the sole property of ESU 4. Within any applicable governmental or accreditation approvals or regulations, PSC will offer graduate-level continuing education credit for all PSC-approved ESU 4 courses. PSC makes no guarantee that ESU 4 courses can be applied to any degree program at PSC or otherwise, without prior written approval from PSC.

**COURSE APPROVAL:** ESU 4 will email the syllabi for the proposed course offering and other documentation as requested, to the PSC Dean of Graduate Programs at least thirty (30) days prior to the start date of the proposed course. The PSC Dean of Graduate Programs will serve as the liaison between ESU 4 and the appropriate PSC Academic Dean(s) to request approval. After viewing course syllabi provided by ESU 4 and providing the courses meet established PSC standards, the appropriate PSC Academic Dean(s) will approve course for applicable graduate-level continuing education or professional development semester credit. PSC Dean of Graduate Programs will then notify ESU 4 of the approval in writing.

**INSTRUCTORS & EVALUATORS:** All instructors/evaluators will be hired by, and be the responsibility of, ESU 4. All instructors/evaluators teaching undergraduate courses will hold a minimum of a master's degree with at least eighteen (18) graduate credit hours in the content area of instruction. All instructors/evaluators teaching graduate courses must hold a terminal degree. Transcripts will be provided to the PSC Dean of Graduate Programs.

**REGISTRATION:** Upon notification of course approval, the PSC Dean of Graduate Programs will provide ESU 4 with application and enrollment instructions to distribute to interested students wishing to take the course for PSC graduate credit. Payment will be due from the student two-weeks after the start of the course for graduate credit at PSC and at such time PSC will contact the student with instructions for making the payment. PSC will be responsible for managing processes pertaining to application, registration, tuition payment, refunds, transcripts, and course-swapping or course-extension requests. Students will follow all PSC processes and policies for application and enrollment as dictated by the PSC Dean of Graduate Programs and PSC will collect all courses fees.

**COURSE DELIVERY:** ESU 4 will facilitate the course either on-site or online as approved by PSC.

**CUSTOMER SERVICE:** Requests will be dealt with on a case-by-case basis, dependent on the concern. ESU 4 and PSC will work together to resolve any issues when necessary.

**COURSE CANCELLATIONS:** ESU 4 will have the sole responsibility in electing to cancel courses due to low-enrollment or other appropriate reasons. Should ESU 4 elect to cancel a course, ESU 4 must notify PSC two (2) weeks prior to the course start date. PSC will be responsible for notifying any students enrolled of the cancellation. Any student payments PSC received prior to the course cancellation will be refunded to the student.

**GRADE REPORTING:** PSC will provide ESU 4 with a course roster indicating the student enrolled in the course for PSC graduate credit when enrollment is finalized. ESU 4 will return the roster, complete with student grades, to the PSC Dean of Graduate Programs within five (5) business days from receiving the course roster.

**GRADES & TRANSCRIPTS:** PSC will post students grades as reported by ESU 4 within five (5) business days of receiving the graded roster from ESU 4. Following established PSC guidelines, final course grades will be transcribed by PSC with appropriate semester credit using PSC's graduate-level continuing education/professional development course designation. Students will be responsible for requesting transcripts by following the instructions provided on PSC's website.

**CONSIDERATION FOR COURSES:** At the end of each semester the course is offered and the final graded roster has been submitted to PSC, PSC will generate a payment to ESU 4 in the amount of 50% of the current per credit hour tuition rate for the course (not to include fees), per registrant on the final graded roster. At least one student must complete the course and receive a grade to generate payment. ESU 4 will sign the Request for Payment and return to PSC. Upon receipt of the signed Request for Payment, PSC will initiate payment to ESU 4.

**MARKETING:** ESU 4 will have permission to use the name "Peru State College", the trademark "PSC", or the PSC logo for the purpose of marketing course offerings. ESU 4 will verify the name, trademark and/or logo usage with PSC prior to release of any materials to ensure it follows PSC Identity Standards. When appropriate, PSC will include the ESU 4 logo and course descriptions in print materials, PSC webpages and other marketing channels as necessary, with approval from ESU 4. ESU 4 acknowledges that, except for the permission granted herein, it has no right or interest in any of PSC's trademarks or copyrights and will not represent that it has such rights. Upon termination of this MOU, regardless of the reasons, the permission granted herein will automatically terminate and ESU 4 will no longer be authorized to use the PSC name or logo. PSC recognizes the same policy applies to ESU 4 trademarks and copyrights.

**NEW EMPLOYEE WORK ELIGIBILITY STATUS: - *One box below must be selected and marked.***

- X      Employee Work Eligibility Status. ESU 4 is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

- ESU 4 is an individual or sole proprietorship. ESU 4 must complete the “United States Citizenship Attestation Form,” available on the Department of Administrative Services website at [http://das.nebraska.gov/lb403/attestation\\_form.pdf](http://das.nebraska.gov/lb403/attestation_form.pdf). If ESU 4 indicates on such attestation form that he or she is a qualified alien, ESU 4 agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify ESU 4 lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the MOU.*

ESU 4 understands and agrees that lawful presence in the United States is required and ESU 4 may be disqualified or the MOU terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**FERPA:** Both Parties affirm that they will comply with the Family Educational Rights to Privacy Act for sharing student information.

**ADA & DRUG-FREE WORKPLACE REQUIREMENTS:** All provisions of this MOU are subject to the Americans with Disabilities Act (ADA). Further, ESU 4 certifies that it operates a drug-free workplace and, during the term of this MOU, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

**RELATIONSHIP OF PARTIES:** No agent, employee, representative, or subcontractor of either Party shall be deemed to be an agent, employee, representative, or subcontractor for the other Party. Each Party will be solely responsible at all times for its acts and the acts of its agents, employees, representative, or subcontractor.

**LIABILITY INSURANCE REQUIREMENTS: *One box below must be selected and marked.***

- ESU 4 is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a five (5) million dollar umbrella. ESU 4 insurance policy shall be primary and non-contributory. PSC shall be named as an additional insured Party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against PSC. A copy of the certificate shall be provided to PSC.
- ESU 4 is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a three (3) million dollar umbrella. ESU 4 insurance policy shall be primary and non-contributory. PSC shall be named as an additional insured Party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against PSC. A copy of the certificate shall be provided to PSC.
- ESU 4 is required to carry liability insurance in the amount of one (1) million dollars per occurrence. ESU 4 insurance policy shall be primary and non-contributory. PSC shall be named as an additional insured Party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against PSC. A copy of the certificate shall be provided to PSC.
- X ESU 4 is not required to carry liability insurance as a condition of this MOU.

**AUTHORIZATION & REPORTING:** It is the sole responsibility of PSC to obtain and maintain any and all approvals needed to offer ESU 4 courses for graduate credit. PSC is responsible for any applicable IRS Form 1098-T reporting required by law as it relates to this MOU. PSC assumes full responsibility for operating in accordance with existing state and federal laws governing student registrations for credit and reporting.

**MODIFICATION OF MOU:** Renewal, extension or amendment of this MOU in any way shall be subject to mutual written consent of both Parties.

**TERMINATION OF MOU:** So that ESU 4 can maintain the integrity and consistency of their programs, PSC will give ESU 4 a six (6) month advanced notice in writing if PSC should decide to terminate this MOU, and will allow current registrants for PSC credit to finish their course(s) within normal PSC timelines. Should ESU 4 decide to terminate this MOU, it will afford PSC the same six (6) months advanced written notice.

**NOTICES:** All notices, demands, requests, or other communications required to be given or sent by either Party will be in writing and will be mailed by first-class mail or transmitted by facsimile or e-mail addressed as follows:

Educational Service Unit #4  
Attention: Greg Robke  
919 16<sup>th</sup> Street  
Auburn, NE 68305  
Phone: 402-274-4354  
Fax: 402-274-4356  
Email: grobke@esu4.net

Peru State College  
Attention: Dr. Greg Seay, Dean of Graduate Programs  
PO Box 10  
Peru, NE 68421  
Phone: 402-872-2282  
Fax: 402-872-2413  
Email: gseay@psc.edu

Each Party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three days after deposit in the U.S. Mail, postage prepaid; or upon confirmation of successful facsimile transmission.

**NON-EXCLUSIVITY:** This MOU does not imply exclusivity on the part of either Party, meaning that ESU 4 may maintain similar working partnerships with other universities and colleges and PSC may maintain working relationships with other providers of continuing education courses/programs. Signatures, where indicated, shall constitute an agreement to terms and conditions between the parties.

**FORCE MAJEURE:** Neither Party to this MOU will be liable to the other Party for delays in performing the responsibilities, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of government authorities, extraordinary weather conditions or other natural catastrophes, or any other causes beyond the reasonable control of either Party.

**SEVERABILITY AND SURVIVAL:** If any one or more of the provisions of this MOU are found to be invalid, illegal, or unenforceable in any way, the validity, legality, and enforceability of the remaining provisions will not be affected.

**GOVERNING LAW:** This MOU shall be governed in all respects, by the laws of the State of Nebraska.

Attachment: PSC ESU4 Memorandum of Understanding (2545 : Memorandum of Understanding with ESU4 for Peru State College)

**DESIGNATED PSC REPRESENTATIVE:** The designated PSC representative for purposes of monitoring and oversight of this MOU is: Dr. Greg Seay, Dean of Graduate Programs, 402-872-2282, [gseay@peru.edu](mailto:gseay@peru.edu).

**PARTY SIGNATURES:**

**Educational Service Unit #4**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

**Peru State College**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

**The Board of Trustees of the Nebraska State Colleges**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

Attachment: PSC ESU4 Memorandum of Understanding (2545 : Memorandum of Understanding with ESU4 for Peru State College)

**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

September 12, 2019

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**ACTION:** **Approve 3+2 Agreements with University of Nebraska Medical Center (UNMC) & Midland University for Wayne State College**

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Wayne State requests approval of the "U2MPH" Program, which allows WSC students to continue their education at UNMC resulting in a dual degree with a Bachelor of Arts (BA) or a Bachelor of Science (BS) and a Master in Public Health (MPH) in five (5) years (minimum of one hundred forty one [141] credit hours). A student enrolled in the U2MPH Program will complete the requirements at WSC as established by their undergraduate program requirements, and by transferring to UNMC complete their Master of Public Health degree.

Wayne State requests permission to enter into a Memorandum of Understanding with Midland University (MU). This 3+2 Program allows WSC students to continue their education at MU resulting in dual degrees, to include a Bachelor of Arts (BA) or a Bachelor of Science (BS) from WSC, and a Master of Athletic Training (MAT) from MU jointly completed within five (5) years (one hundred forty one [141] credit hours). A student enrolled in the MAT 3+2 Program will complete the requirements at WSC as established by their undergraduate program requirements, and by transferring coursework to MU complete a Master's of Athletic Training degree.

Board Policy 7015 requires Board action for approval of all academic agreements.

The System Office and Wayne State College recommend approval of the 3+2 Agreements with University of Nebraska Medical Center & Midland University for Wayne State.

**ATTACHMENTS:**

- WSC UNMC U2MPH Memorandum of Understanding (PDF)
- WSC Midland 3+2 in Athletic Training Agreement (PDF)

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES  
 doing business as  
 WAYNE STATE COLLEGE  
 AND  
 UNIVERSITY OF NEBRASKA MEDICAL CENTER

This Memorandum of Understanding (MOU) is a joint 3+2 U2MPH Program (Program) between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College (WSC) and the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the University of Nebraska Medical Center (UNMC). The Program allows WSC students to continue their education at UNMC resulting in a dual degree with a Bachelor of Arts (BA) or a Bachelor of Science (BS) and a Master in Public Health (MPH) in five years (minimum of 141 credit hours). A student enrolled in this Program will complete the requirements at WSC as established by their undergraduate program requirements, and by transferring to UNMC complete their MPH. Fifteen to twenty-four hours of credits will be reverse transferred from UNMC to WSC for degree completion.

Under the provisions of this MOU made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, WSC and UNMC agree to the following conditions:

- 1) This MOU describing the 3+2 Program combining a Bachelor of Arts or Bachelor of Science and Master's degree in Public Health from WSC and UNMC will be effective beginning September 15, 2019.
- 2) The program of study is guided by the curriculum standards established by WSC and the UNMC MPH Program (accredited by the Council on Education for Public Health). The collaborative Program is a minimum of 141 credit hour undergraduate/professional option that allows eligible students to work toward completion of baccalaureate and master's degree requirements at the same time. Between 15-24 credits earned at UNMC will count toward the WSC BA/BS degree requirements.
- 3) Students will gain the MPH degree in one of the following concentration areas: biostatistics, epidemiology, environmental and occupational health, health promotion, maternal and child health or public health administration and policy.
- 4) Students declaring the intention to enter the 3+2 Program, will be required to prepare a plan of study in consultation with their WSC advisor. Once formally admitted into the MPH program, a UNMC advisor will guide the plan of study to complete the MPH requirements. The plan will cover the entire undergraduate and professional program and will be reviewed each semester with the student's advisors. A maximum of 24 MPH credits (of the required 42 graduate credits for the MPH degree) will be counted toward completion of the WSC undergraduate degree.
- 5) Students are eligible to apply to the U2MPH Program if:
  - a. They have completed at least 72 undergraduate credit hours and have a plan to have completed at least 96 undergraduate credits prior to the MPH program start;
  - b. They have a 3.5 Cumulative GPA in all WSC undergraduate work. Undergraduate transfer courses will not be calculated into the undergraduate GPA;

- c. They have completed the prerequisite courses required for the selected MPH concentration program.
- 6) Students will have two GPA's – one for undergraduate at WSC and one for graduate at UNMC. Students are subject to academic standards at both institutions.
  - 7) Students must apply to the MPH graduate program after completing 72 credits at WSC, follow the normal graduate admission process, and indicate on the application their desire to enter the combined U2MPH Program. If a student is admitted to the MPH program, then they become eligible to enroll in its combined U2MPH Program.
  - 8) Students will pay WSC tuition rates for courses taken at WSC. Students will pay UNMC tuition rates for courses taken at UNMC. Students may need to take courses online, which have a different tuition rate from on-campus classes.
  - 9) Students enrolled in the U2MPH Program are eligible to receive scholarships from WSC to apply towards undergraduate tuition while attending WSC. Students may apply for scholarship or assistantship to apply towards graduate tuition while at UNMC.
  - 10) Students will take courses at UNMC in the MPH program in their 4<sup>th</sup> year of their undergraduate studies. Graduate level courses (15-24 credit hours) taken at the College of Public Health will be accepted by WSC as elective credits to satisfy the BA/BS degree requirements at WSC.
  - 11) UNMC Admission Requirements include:
    - a. Complete SOPHAS (Schools of Public Health Application Service);
    - b. 3.5 GPA for WSC courses at time of application and 3.00 GPA at time of entry into graduate standing;
    - c. Three letters of recommendation (minimum of 1 academic reference);
    - d. Personal statement;
    - e. Resume;
    - f. Transcripts; and,
    - g. Prerequisite Courses for Selected MPH Concentrations:
      - i. Epidemiology Prerequisites: The student must have received the equivalent of a grade of B or better in MAT 140, 180, 240, or 250 or higher;
      - ii. Environmental and Occupational Health Prerequisites: The student must have successfully completed the following courses: two semesters of biology, two semesters of chemistry, one semester of physics, and one semester of college-level math;
      - iii. Biostatistics Concentration Prerequisites: The student must have received the equivalent of a grade of B or better in a college-level statistics course, differential calculus and integral calculus.
  - 12) Description of the 3+2 Program will be printed in the WSC Catalog and the UNMC catalog.
  - 13) Amendments to this MOU shall be documented in writing and signed by both Parties.



- 14) This MOU shall automatically renew for successive annual terms unless terminated by either Party upon 90 days written notice to the other Party.
- 15) The designated WSC representative for the purposes of monitoring and oversight of this MOU is:  
 Tammy Evetovich  
 Dean of the School of Natural and Social Sciences  
 (402) 375-7030  
 taeveto1@wsc.edu  
  
 The designated UNMC representative for the purposes of monitoring and oversight of this MOU is:  
 Christine Arcari  
 Associate Dean of Academic and Student Affairs  
 College of Public Health  
 Christine.arcari@unmc.edu
- 16) Both Parties affirm that they will comply with the Family Educational Rights and Privacy Act (FERPA) for sharing student information.

For the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College:

Signed: \_\_\_\_\_  
Dr. Marysz P. Rames, President Wayne State College

\_\_\_\_\_  
Date

Signed: \_\_\_\_\_  
Dr. Paul Turman, Chancellor of the Nebraska State Colleges

\_\_\_\_\_  
Date

The Board of Regents of the University of Nebraska, for and on behalf of the University of Nebraska Medical Center

Signed: \_\_\_\_\_  
Ali S. Khan, Dean, College of Public Health

Date \_\_\_\_\_

Signed: \_\_\_\_\_  
Dele Davies, Senior Vice Chancellor for Academic Affairs

Date \_\_\_\_\_

Signed \_\_\_\_\_  
Jeffrey P. Gold, Chancellor, UNMC

Date \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES  
 doing business as  
 WAYNE STATE COLLEGE  
 AND  
 MIDLAND UNIVERSITY

This Memorandum of Understanding (MOU) is designed to create a 3+2 joint program (MAT 3+2) between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College (WSC) and Midland University (MU). The MAT 3+2 allows WSC students to continue their education at MU resulting in dual degrees with a Bachelor of Arts (BA) or a Bachelor of Science (BS) from WSC and a Master of Athletic Training (MAT) from MU jointly completed within five years (141 credit hours). A student enrolled in MAT 3+2 will complete the requirements at WSC as established by their undergraduate program requirements, and by transferring to MU complete their MAT. Twenty-one (21) to twenty-four (24) hours of credits will be reverse transferred from MU to WSC for degree completion.

WSC and MU agree to the following conditions:

- 1) This MOU describing the MAT 3+2, which combines a Bachelor of Arts or Bachelor of Science from WSC and Master's degree in Athletic Training from MU will be effective beginning September 15, 2019.
- 2) The MAT 3+2 is guided by the curriculum standards established by WSC and the MU MAT Program (accredited by the Commission on Accreditation of Athletic Training Education). The MAT 3+2 is a 141 credit hour undergraduate/professional option that allows eligible students to work concurrently toward completion of both baccalaureate and master's degree requirements. Twenty-one (21) to twenty-four (24) credits earned at MU will count toward the WSC BA/BS degree requirements.
- 3) Students declaring the intention to enter the MAT 3+2 will be required to prepare a plan of study in consultation with their WSC advisor. The plan will cover the entire undergraduate and professional program and will be reviewed each semester with the student's advisors. A maximum of 24 MAT credits (of the required 41 graduate credits for the MAT degree) will be counted toward the WSC undergraduate degree.
- 4) Students are eligible to apply to the MAT 3+2 if:
  - a. They have completed at least 70 undergraduate credit hours and have a plan to have completed at least 97 undergraduate credits prior to the MAT program start;
  - b. They have a 2.75 Cumulative GPA in all WSC undergraduate work. Undergraduate transfer courses will not be calculated into the undergraduate GPA; and,
  - c. They have completed the prerequisite courses required for the MAT program.
- 5) Students will have two GPA's computed – one for undergraduate coursework completed at WSC and one for graduate coursework completed at MU. Students are subject to academic standards at both institutions.

- 6) Students must apply to the MAT graduate program after completing 70 credits at WSC, by following the normal MU graduate admission process. Once a student is admitted to the MAT program at MU, he/she is eligible to enroll in the MAT 3+2.
- 7) Students will pay WSC tuition rates for courses taken at WSC. Students will pay MU Master of Athletic Training tuition rates for all courses taken at MU, including those taken prior to graduating with their undergraduate degree. Students may need to take WSC courses online to complete the requirements of their undergraduate degree, which have a different tuition rate from on-campus classes. *Please note: there are no online courses offered by WSC that will transfer over to the MU MAT graduate curriculum.*
- 8) Students enrolled in the MAT 3+2 are eligible to receive scholarships from WSC to apply toward undergraduate tuition while attending WSC.
- 9) Students will take courses at MU in their 4<sup>th</sup> year of their undergraduate studies. Graduate level courses (21-24 credit hours) taken at MU will be accepted by WSC as elective credits to satisfy the BA/BS degree requirements at WSC.
- 10) MU Admission Requirements include:
  - a. Complete the MU online application form;
  - b. 2.75 GPA for WSC courses at time of application and at time of entry into the MAT program;
  - c. Personal Statement;
  - d. Athletic Training Clinical Exposure Hours Log;
  - e. Policies Form;
  - f. Reference Form;
  - g. Technical Standards Form;
  - h. Resume;
  - i. Transcripts; and,
  - j. Prerequisite Courses for MAT 3+2 (must earn a grade of C or better):
    - i. Anatomy and Physiology with lab – 2 semesters.
    - ii. Chemistry with lab – 1 semester.
    - iii. Physics with lab – 1 semester.
    - iv. Psychology – 1 semester.
    - v. Biology with lab – 1 semester.
    - vi. Statistics – 1 semester.
    - vii. Exercise Physiology – 1 semester.
    - viii. Biomechanics – 1 semester.
- 11) Description of the MAT 3+2 will be printed in the WSC Catalog and on the MU website.
- 12) Amendments to this MOU shall be documented in writing and signed by both parties.
- 13) This MOU shall automatically renew for successive annual terms unless terminated by either Party upon ninety (90) calendar days' written notice to the other Party.

- 14) The designated WSC representative for purposes of monitoring and oversight of this MOU is:  
 Dean of the School of Natural and Social Sciences  
 Tammy Evetovich  
 (402) 375-7030  
 taeveto1@wsc.edu

The designated MU representative for purposes of monitoring and oversight of this MOU is:  
 Dean of the School of Human Performance  
 Mark Snow  
 (402) 941-6394  
 Snow@midland.edu

- 15) Both Parties affirm that they will comply with the Family Educational Rights and Privacy Act (FERPA) for sharing student information.

For the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College:

Signed: \_\_\_\_\_  
 Dr. Marysz P. Rames, President Wayne State College

\_\_\_\_\_  
 Date

Signed: \_\_\_\_\_  
 Dr. Paul Turman, Chancellor of the Nebraska State Colleges

\_\_\_\_\_  
 Date

For Midland University:

Signed: \_\_\_\_\_

Date \_\_\_\_\_

Signed: \_\_\_\_\_

Date \_\_\_\_\_

Signed: \_\_\_\_\_

Date \_\_\_\_\_

**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

September 12, 2019

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***ACTION:***                               **Approve Ecuador Study Abroad Agreement with Trek Ecuador for Wayne State College**

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Board Policy 7015 requires Board action for approval of all academic agreements.

Wayne State requests permission to enter into an Agreement with Trek Ecuador. The Ecuador study abroad program will take place from June 11 through June 24, 2020. Trek Ecuador will provide assistance with travel services at various locations in Ecuador for cultural, heritage, and educational purposes to enable WSC students to participate in credit based educational offerings at Ecuador locations. The services provided by Trek Ecuador will include, but not be limited to, housing; transportation; equipment; tours; English speaking guides; and emergency services.

The System Office and Wayne State College recommend approval of the Ecuador Study Abroad Agreement with Trek Ecuador for Wayne State College.

**ATTACHMENTS:**

- WSC Agreement Trek Ecuador     (PDF)

# AGREEMENT

## Wayne State College Study Abroad in Ecuador

The Board of Trustees of the Nebraska State Colleges doing business as  
Wayne State College  
1111 Main St.  
Wayne, NE 68787  
U.S.A

Hereinafter referred to as "WSC"

and

Trek Ecuador  
Malvas EIS-359 y Gral Dumas  
Quito, Ecuador

Hereinafter referred to as "Provider"

WHEREAS, WSC requires the assistance of travel services at various locations in Ecuador for cultural, heritage and educational purposes; and

WHEREAS, Provider is an entity with the resources, experience and staffing to service the needs of WSC as described, Provider and WSC have entered into this AGREEMENT, effective September 13, 2019, through June 30, 2020. By January 15, 2020 WSC and the planning staff of Trek Ecuador will, through an addendum to this AGREEMENT, delineate the specific dates, locations, housing, transportation, tours, and number of Participants planned while WSC is in Ecuador;

NOW THEREFORE, in consideration of the above circumstances and of the mutual promises contained herein, WSC and Provider agree as follows:

1. **Duration:**  
The Wayne State in Ecuador Program will take place in Ecuador from June 11, 2020 to June 24, 2020.
2. **Definitions:**  
For purposes of this document, the term *Participant* shall mean WSC students and assigned faculty chosen for the Study Abroad Program in Ecuador. The term *Program* shall mean the activities and services to be provided by Provider for WSC during the dates listed in this AGREEMENT.
3. **Program:**  
The services provided by the Provider will include, but not be limited to Housing, Transportation, Equipment, Tours, Food, English Speaking Guides who will be accessible throughout the duration of the trip, and Emergency Services as described below. WSC shall identify the *Participants* for the program. WSC shall also provide travel coordination for Participants between the United States and Quito, Ecuador and return.

**4. Housing:**

- During the pre-departure orientation, Participants will be briefed on expectations with respect to housing and accommodations during the trip. This briefing will include safety, security, privacy and facilities they may encounter during the trip.
- Provider will be responsible for arranging housing for the Participants for all nights while in Ecuador. Part of the stay will include housing as homestays June 13, 14, and 15th. A homestay is a form of study abroad that allows students to have a room in the home of a local family to better learn the local lifestyle as well as improve his or her language ability. Lodging accommodations shall include facilities for sleeping, showering and dining.
- For the homestays, Provider will be responsible for documenting criminal background checks for host families and providing those documents to WSC. Furthermore, Provider assesses host families for initial and continued employment by Provider based on compliance as described in Attachment A: Criteria for Assessing Homestays. Provider will furnish alternate housing for Participants should an issue arise that necessitates doing so, including the host family not complying with a condition of their agreement with Provider or if there is an incident of force majeure that could affect Participants.
- Provider shall arrange and provide accommodations that are in compliance with all applicable Ecuadorian governmental standards, with particular attention to those standards that guide safety and security.
- Provider shall provide a Code of Conduct for the Participants, to be followed and respected by each participating member throughout the travel experience. These shall include social and cultural norms that may be unique to Ecuador. This information will be provided to the Participants at the mandatory orientation.
- WSC will collect and submit to Provider any information required to facilitate housing for Participants.

**5. Transportation:**

- Provider will provide airport pick-up of the Participants from the entry airport and delivered to the designated hotel.
- All bus and plane transportation related to the agreed upon tours and excursions shall be arranged, provided and paid by Provider.
- Provider shall arrange transportation that is in compliance with all applicable Ecuadorian governmental regulations, including, but not limited to safety, licenses and permits, and insurance requirements.
- Provider will provide airport drop-off of the Participants from the last hotel on the agenda to the exit airport.
- WSC will collect and submit to Provider any documents necessary to purchase and secure tickets on public transportation necessary to carry out the terms of this AGREEMENT.

**6. Food**

- Provider will provide food including breakfast, lunch, and dinner daily. These meals may be provided by eating at local restaurants, in family homes, or be prepared by the Provider.

**7. Emergency Assistance:**

- Provider shall assist the WSC faculty leader in any attempt to communicate with WSC should the need arise or provide assistance to WSC should they need to contact a Participant. Should the faculty leader be unable to communicate, Provider will make the contact on behalf of the faculty leader.
- Should an emergency arise during the dates of this AGREEMENT or if there is political unrest in the country, Provider will assist the group in finding a *mutually acceptable* alternate location, re- scheduling parts of the Program, if possible, and will assist in evacuation procedures, if needed.

- If at any time after the start date of the Program, should a travel warning be issued by any official U.S. government agency telling American citizens not to travel to a city or country provided for in this AGREEMENT, WSC shall have the option to terminate this AGREEMENT and shall be entitled to a refund from Provider of all monies not expended by Provider and/or Provider's subcontractors.
- Should an emergency, health issue or otherwise, arise for a Participant during the Program, Provider will assist WSC in securing medical or other assistance, as deemed necessary by the nature of the emergency.
- All Participants will be provided adequate and valid health and accident insurance for the duration of the trip under a policy chosen by WSC. Further, WSC shall require all Participants to meet the required vaccinations for travel in Ecuador and inform all Participants of the recommendations and notices of the Center for Disease Control and Prevention for travelers to Ecuador. Health concerns and precautions will be included during the pre-departure orientation.

**8. Guides and Excursions:**

- Provider will provide English speaking guides for all sites and excursions during the Program.
- WSC will provide a faculty member who will be the faculty of record traveling with the group and providing educational leadership. The faculty leader's expenses while in Ecuador, other than salary, shall be built in to the costs and paid for by Provider.
- All entrance costs or fees for Participants to enter the cultural or heritage sites with guides shall be included in the per person program fee.

**9 Costs of the Program:**

- The per person cost of the Program fee for the 2020 Program to be paid to Provider by WSC will be based on the number of Participants on record on March 1, 2020.

The individual *Participant* trip charge for Provider will be based on the price chart below:

<u># of Participants</u>	<u>Price</u>
10	\$3,480.00 USD
11	\$3,290.00 USD
12	\$3,275.00 USD
13	\$3,130.00 USD
14	\$3,000.00 USD
15	\$2,970.00 USD
16	\$2,890.00 USD
17	\$2,800.00 USD

**10. Payment Schedule:**

Provider will send WSC an itemized invoice for payment. An invoice is required before payment can be authorized. The invoice is due to WSC by May 1, 2020. In the event any amount due under this AGREEMENT remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31<sup>st</sup> day after the due date at the rate specified in the Nebraska Prompt Pay Act, Neb. Rev. Stat §§81-2401 to 81-2408. In order for the payment to be made to Trek Ecuador by wire, complete wire details must be listed on the invoice.

**11. Refunds/Cancellations:**

- WSC will be granted a full refund if Provider cancels the Program at any point after February 1, 2020.
- If at any time after February 1, 2020 should a travel warning be issued by any official U.S. government agency telling American citizens not to travel to a city or country provided for in this AGREEMENT, WSC shall have the option to terminate this AGREEMENT and shall be entitled to a refund from Provider of all monies not expended by Provider or Provider's subcontractors.



- This program is subject to sufficient student enrollment. The minimum number of students required is 10 and the maximum number is 17. WSC will notify Provider of WSC's intent to hold the program and the number of Participants by March 1, 2020. If the minimum number is not met, WSC shall have the right to cancel the program for 2020.

**12. Liability Coverage:**

Provider is not required to carry liability insurance as a condition of this AGREEMENT.

**13. Designated WSC Representative:**

The designated WSC representative for purposes of monitoring and oversight of this AGREEMENT is:

Steven Elliott, Vice President for Academic Affairs  
Wayne State College, Wayne, Nebraska  
402-375-7208  
stelliol@wsc.edu

**14. Parties; Subcontractors; Assignment:**

References to the Provider and WSC include the Parties' officers, employees, agents, and independent contractors and subcontractors. The Provider agrees that no subcontractors shall be utilized in the performance of this AGREEMENT without the prior written authorization of WSC. Provider agrees not to assign or transfer any interest, rights, or duties in this AGREEMENT to any person, firm, or corporation without prior written consent of WSC.

**15. Governing Law; Amendment:**

This AGREEMENT will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This AGREEMENT may be amended at any time in writing upon the agreement and signature of both Parties.

**16. Signatures:**

This AGREEMENT is complete in two (2) originals and represents the entire agreement between the parties. The persons signing below for WSC and Provider have legal authority to bind that entity to this AGREEMENT and the obligations and commitments that are herein agreed.

**Trek Ecuador, Quito Ecuador**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Maria Isabel Endara, General Manager

**The Board of Trustees of the Nebraska State Colleges d.b.a. Wayne State College, U.S.A.**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Paul Turman, Chancellor

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Marysz Rames, President

Attachment: WSC Agreement Trek Ecuador (2568 : Ecuador Study Abroad Agreement with Trek Ecuador for Wayne State College)



**Attachment A: Criteria for Assessing Homestays**  
**SAN CLEMENTE COMMUNITY - IMBABURA PROVINCE**

1. Organized & Cleanliness:
  - A. Super clean.
  - B. Clients don't complain about cleanliness.
  - C. Fully functional smoke detectors and fire extinguishers in the house.
2. Location
  - A. The house is in a safe location.
  - B. Within walking distance of community house where meetings occur.
3. Hospitality
  - A. Treats WSC Students like family, welcoming.
  - B. Shows interests for hosting visitors.
  - C. No extra fees.
4. Working relationship with Provider
  - A. A background check, which includes, but not limited to, criminal history, will be conducted for all host families.
  - B. Professional and pleasant to deal with; always happy to help out.
  - C. Never discusses business arrangements with clients.
5. Food
  - A. Family makes food an important part of the home-stay experience.
  - B. Quality and quantity- clients are satisfied.
  - C. Knows how to cook vegetarian and vegan diets.
  - D. Fresh ingredients are harvested daily from their own gardens.
  - E. Community meals are an important part of the experience.
6. Supervision
  - A. There is always or nearly-always someone home.
  - B. Family is prepared to host young students.
7. Multiple Rooms
  - A. Home should feel comfortable and common areas for clients.
  - B. Family has at least 2 beds for Participants.
  - C. Have proper bathroom facilities.

**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

September 12, 2019

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***ACTION:***                                **Approve New International Location in Aruba for Wayne State College**

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Wayne State requests approval of an additional educational location for a Master of Science in Education Degree Program in Curriculum and Instruction provided through the Community of Learning delivery format. This "Additional Location" will be in Aruba following the Aruba Ministry of Education, Science and Sustainable Development Memorandum of Understanding and offer a graduate teacher education program to enhance the international experience developed through the Memorandum of Understanding with the Aruba Ministry of Education, Science and Sustainable Development with Wayne State College.

The submitted documents have been sent to the Higher Learning Commission for approval as well, per accreditation requirements for approval of additional locations.

Board Policy 7015 requires Board action for approval of all academic agreements.

The System Office and Wayne State College recommend approval of the New International Location in Aruba for Wayne State College.

**ATTACHMENTS:**

- WSC Aruba Location Application Full Document (PDF)



## Branch Campus and Additional Location(s)

### Substantive Change Application

Institution: Wayne State College City, State: Wayne, Nebraska

Name of person completing this application: Suzanne Sydow

Title: Director of Assessment/ALO Phone: 402-375-7197 Email: susydow1@wsc.edu

Date Submitted:

The questions are designed to elicit brief, succinct, detailed information, rather than a narrative or references to extensive supporting documents. Do not attach other documents unless they are specifically requested in the questions and are germane to the request. Excluding attachments, the completed application form should be no more than 10–12 pages on a single classification of change. The total submission, including attachments, should not exceed 200 pages.

If the person completing this application is not the CEO, CAO or the Accreditation Liaison Officer of the institution, it is understood that the person completing and submitting this application has consulted with and informed those individuals.

Please note: HLC plans to update the change forms annually, on or about September 1 of each year. However, if an application form was accessed more than 90 days prior to filing, please visit the [Institutional Change section of HLC's website](https://www.hlcommission.org/change) (https://www.hlcommission.org/change) to ensure that there have been no changes to the form in the intervening time.

Submit the completed application as a single PDF file using HLC's [Document Submission form](http://www.hlcommission.org/document_upload/) (http://www.hlcommission.org/document\_upload/).

### Part 1: General Questions

- Requested Change(s).** Concisely describe the change for which the institution is seeking approval.

Wayne State College is requesting approval of an “Additional Location” for a Master of Science in Education Degree Program in Curriculum and Instruction provided through the Community of Learning delivery format. This “Additional Location” will be in Aruba following the Aruba Ministry of Education, Science and Sustainable Development, Memorandum of Understanding (MOU). The Nebraska State College System’s Board of Trustees approved the MOU on June 18, 2019. (See Appendix)

## 2. Is this application being submitted in conjunction with another application?

No

Yes

If yes, please explain:

## 3. Classification of Change Request.

*Note: not every institutional change requires prior review and approval. Visit the [Institutional Change section of HLC's website](https://www.hlcommission.org/change) (<https://www.hlcommission.org/change>) to make certain that current HLC policy requires the institution to seek approval.*

Location(s):

New additional location(s)

New campus(es)

An institution submitting more than one change request should complete multiple applications, one for each type of change. The types of change requests include:

- Change in mission
- Change in student body
- Competency-based education (credit-based; direct assessment; hybrid) programs
- Consortial arrangement
- Contractual arrangement
- Substantially changing the clock or credit hours required for a program
- Change in academic calendar (e.g., quarters to semester) or change in credit allocation
- Teach-out agreement if closing location provides total degree programs
- Distance or correspondence education
- New programs
- Certificate programs
- Branch campuses and additional locations

## 4. Special conditions. Indicate whether any of the conditions identified below fit the institution (Yes or No). If Yes, explain the situation in the space provided.

- a) Is the institution, in its relations with other regional, specialized, or national accrediting agencies, currently under or recommended for a negative status or action (e.g., withdrawal, probation, sanction, warning, show-cause, etc.)?

Yes, a probation status from the Council for the Accreditation of Educator Preparation (CAEP), which was reported to HLC in April 2018. The response from HLC states: "Review of the information found that the College is not currently in full compliance with CAEP Standard 5, regarding Quality Assurance and Continuous Improvement. At this time, however, no additional

follow-up will be taken by the Commission’s Legal and Governmental Affairs Office regarding this matter. Please note that this does not preclude a future peer review team or Institutional Actions Council committee from reviewing this action and any relevant information.” An on-site Focus visit by CAEP was conducted May 19-20, 2019. The exit report indicated full accreditation would be recommended. A preliminary “Site Visit Report” for factual corrections was received from CAEP on July 24, 2019. The report indicates all stipulations have been removed. The final site visit report with updated status is expected from CAEP by August 2019. Nebraska State Department of Education state approval was granted, August 17, 2017. (Documentation is in the Appendix)

b) Is the institution now undergoing or facing substantial monitoring, special review, or financial restrictions from the U.S. Dept. of Education or other federal or state government agencies?

No

c) Has the institution’s senior leadership or board membership experienced substantial resignations or removals in the past year?

No

d) Is the institution experiencing financial difficulty through such conditions as a currently declared state of exigency, a deficit of 10% or more, a default or failure to make payroll during the past year, or consecutive deficits in the two most recent years?

No

e) Is the institution experiencing other pressures that might affect its ability to carry out the proposal (e.g., a collective bargaining dispute or a significant lawsuit)?

No

5. **Approvals.** Mark whether each type of approval is required prior to implementing the proposed change.

- **If approval is required:** Attach documentation of the approval.
- **If approval is not required:** Attach evidence that approval is not needed.

- Internal (faculty, board) approvals  Yes  No
- System approvals  Yes  No  Not Applicable
- State approval  Yes  No
- Foreign country(ies) approvals  Yes  No  Not Applicable

*For Distance or Correspondence Education only:*

Process in place to ascertain and secure state approval(s) as required  Yes  No

6. **Specialized Accreditation.** Complete this section only if specialized accreditation is required for licensure or practice in program(s) covered by this change application.

- The institution has already obtained the appropriate specialized accreditation. Attach a copy of the letter from the agency granting accreditation.
- The institution has begun the process of seeking or plans to seek specialized accreditation. Specify the name of the agency and the timeline for completing the process in the space below. (If approval is a multi-stage process, the institution should contact the HLC staff liaison to discuss the timeline before submitting this change application form.)
- The institution does not plan to seek specialized accreditation. Provide a rationale for not seeking this accreditation in the space below.

**7. Changes Requiring Visits.** This section is not for HLC-mandated visits such as additional location confirmation visits or campus evaluation visits.

Note: Complete this section only if the institution is already aware that the proposed change will need to be reviewed through a visit. The institution may submit Part 1 of the change request application to begin the process of scheduling a Change Visit or adding the proposed change to an already scheduled visit. The full application must be submitted at a later date. (If the institution is unsure whether a visit is required, leave this section blank and submit the full change application. HLC will advise the institution based on the information provided.)

a) Select the type of visit the institution is requesting:

- Request to schedule a Change Visit.

Change Visits typically are scheduled approximately four months from the date an institution submits its change request. The full change application and other required materials will be due to HLC and the peer review team eight weeks before the visit date. See [Change Visit: Required Materials and Submission Procedures](#) for more information.

- Request to add a proposed change to an already scheduled visit. **Note:** Such requests must be submitted at least six months before the visit date.

Specify type of visit and date scheduled:

The institution's full change application should be submitted along with other materials required for the visit.

- b) Provide URLs to the institution's Faculty/Staff Handbook and Catalog below. If the URLs are not available, please provide PDF versions of these documents when submitting other required materials prior to the visit.

Faculty/Staff Handbook URL:

[https://www.wsc.edu/download/downloads/id/1681/2018\\_employee\\_handbook.pdf](https://www.wsc.edu/download/downloads/id/1681/2018_employee_handbook.pdf)

Catalog URL: <https://www.wsc.edu/catalog>

## Part 2: Topic-Specific Questions

Attach the “Substantive Change Application, Part 1: General Questions” as page one of your application. That completed form and your answers to the questions below will constitute your request for approval of a substantive change. This form will be the basis for review of this application.

As many as three new additional locations, or one branch campus, may be requested in a single proposal. If more than one location is being requested in this application, please be sure to sufficiently address each location when answering the following questions.

Type of request:  Additional location(s)     Branch campus

*Note: The change must be reported the same to HLC and the U.S. Department of Education as either an additional location(s) or branch campus.*

**Campus or Branch Campus Definition** (*Same as the federal definition*): A location of an institution that is geographically apart and independent of the main campus of the institution. HLC considers a location of an institution to be independent of the main campus if the location has all four of the following attributes:

- It is permanent in nature.
- It offers courses in educational programs leading to a degree, certificate, or other recognized educational credential.
- It has its own faculty and administrative or supervisory organization.
- It has its own budgetary and hiring authority.

**Additional Location Definition:** A place, geographically separate from any main or branch campus, where instruction takes place and students can do one or more of the following:

- Complete 50 percent or more of the courses leading to a degree program.
- Complete 50 percent or more of the courses leading to a Title IV eligible certificate.
- Complete a degree program that they began at another institution even if the degree completion program provides less than 50 percent of the courses leading to a degree program.

There is no base or threshold number of students or distance from the campus necessary for a facility to qualify as an additional location under this definition.

An additional location typically does not have a full range of administrative and student services staffed by the facilities personnel. Such services may be provided from the main campus or another campus.

A facility may provide access to instruction requiring students to be present at a physical location that receives interactive TV, video, or online teaching. It is considered an additional location when 50 percent or more of a distance delivery program is available through one or more of these modalities



at that facility.

## Section A. Characteristics of the Change Requested

1. Provide the **name** and **street address** of each location requested. (No PO Box addresses.)

Instituto Pedagógico Arubano (IPA)  
Isaac Wagemakerstraat 11  
San Nicolas, Aruba

2. Provide for each location the following information:

- a) The date at which the location is projected to begin operation. (MM/DD/YYYY)

08/01/2020 (Fall 2020-2021 Academic Year)

- b) Whether the location will offer Title IV eligible programs.

Yes

- c) The [Classification of Instructional Programs terminology](#) [CIP codes, program name, and additional description (optional)]. CIP codes are established by the U.S. Department of Education's National Center for Education Statistics.

13.0301 – Curriculum and Instruction, Master

- d) Whether the location will be permanent or temporary (for a set number of cohorts).

Permanent

- e) The level of degree completion at the new additional location. (Total Degree, Adult Degree completion or 50-99% completion.)

Total Degree

3. If the population targeted for the proposed location represents a marked change within the mix of students now enrolled in the institution (e.g., dual credit students at an institution with relatively few such students), briefly explain the institution's experience with the targeted population.

This is a new international experience, developed through a Memorandum of Understanding with the Aruba Ministry of Education, Science and Sustainable Development for Wayne State College. The MOU was created to enhance the development of partnerships for transfer articulations, study, research, and internships in STEM, teacher education, health, business, hospitality and other programs in the Schools of Arts and Humanities; Business and Technology; Education and Counseling; Natural and Social Sciences; and in Career Development. Wayne State College is proposing to offer the Master of Science in Education Degree Program in Curriculum and Instruction through the Community of Learning delivery format in Aruba.

## Section B. Institution's History with Branch Campus and Additional Location(s)

4. Does the institution currently operate three or more locations with the same or greater scope/level of instruction as the proposed location(s) and with the same or greater level of sophistication in facilities and services? If yes, please identify the three such locations with the largest enrollments during the past year, along with those enrollments.

Yes, Wayne State College has seven (7) active additional locations and all but one offer the Master of Science in Education Degree Program in Curriculum and Instruction delivered through the Learning Communities format. The three locations with the largest enrollments during the past year, along with those enrollments is listed below.

- 1) College Center at South Sioux City, 1001 College Way, South Sioux City, NE, 68776

**Enrollment 2018-2019 Academic Year: 22 Graduate. 127 Undergraduate; 149 Total**

- 2) Fremont, Fremont Middle School, 540 Johnson Road, Fremont, NE, 68025

**Enrollment 2018-2019 Academic Year: 50 Graduate; 50 Total**

- 3) Norfolk, Northeast Community College, 801 E. Benjamin Avenue, Norfolk, NE, 68701-6831

**Enrollment 2018-2019 Academic Year: 10 Graduate, 30 Undergraduate; 40 Total**

5. If approved to open the additional location(s) or branch campus, what future growth does the institution anticipate (e.g., in the next six months, three years) for additional location(s) or branch campus and how does the institution plan to manage this growth?

Future growth will depend upon the needs of undergraduate and graduate students, as well as economic conditions. Currently, no additional locations are proposed, as the current locations will allow for the expansion needed for future student growth.

The College Center at the South Sioux City location is a unique learning facility with a partnership between a community college and our four-year college. It is projected that undergraduate course offerings will be expanded with future growth through enhanced marketing of programs and as knowledge of the College Center's potential continues to be realized by the region it serves. The location offers undergraduate programs and a Master of Science in Education Degree Program in Curriculum and Instruction and a Master of Science in Counseling Degree Program. These two graduate programs are also offered at the Fremont location.

The West Point, Norfolk, and two of the Grand Island locations offer the Master of Science in Education Degree Program in Curriculum and Instruction delivered through the Community of Learning delivery format. Wayne State College plans to continue to offer and promote graduate programs at all of its additional locations using the Community of Learning delivery model for its Master of Science in Education Degree Program in Curriculum and Instruction. If a need is identified, undergraduate programs and courses are also offered at these locations. Only undergraduate programs are offered at the Omaha location.

### Section C. Institutional Planning for Branch Campus and Additional Location(s)

6. What impact might the proposed branch campus or additional location(s) have on the challenge(s) identified as part of or subsequent to the institution's last HLC review and how has the institution addressed the challenge(s)?

Wayne State College was not cited for any accreditation issues during its reaffirmation in 2015. Therefore, no challenges were identified or will need to be addressed.

Wayne State College received reaffirmation of accreditation with no stipulations as reflected in the letter dated May 13, 2015. The IAC continued the accreditation of Wayne State College with the next Reaffirmation of Accreditation in 2022-23. (See Appendix)

Wayne State College is currently under review for its Year 4 Open Pathway Assurance Argument Review. The formal report is not expected until mid-August, 2019.

7. Briefly describe the planning process for the new branch campus or location(s), including the involvement of the various constituencies in that process, the management of the branch campus or location(s), and how the management of the branch campus or location(s) fits into the organizational structure of the main campus.

The Office of Multicultural and International Programs and the Office of Admissions initiated the partnership between Aruba and Wayne State College. An initial visit was made to Wayne State College by the Aruban representative in the United States, Joselin S. Croes, Minister Plenipotentiary for Aruba in April 2019. During her visit, she interacted with various academic units and identified areas of potential collaboration. She indicated that their current priority was Teacher Education in STEM and professional development of practicing teachers. Dr. Shudak and the education faculty discussed potential areas of collaboration (see Appendix for news release). This was followed by the development of an MOU and a visit to Aruba by Wayne State President, Dr. Rames, and the Dean of the School of Education and Counseling, Dr. Shudak, to interact with institutions that are involved in teacher education and other areas of potential collaboration identified in the MOU. These include IPA, EPI, Department of Education, and the University of Aruba.

The Aruba Ministry of Education, Science, and Sustainable Development signed a Memorandum of Understanding (MOU) with Wayne State College (WSC) on June 24, 2019, that provides opportunities for the development of collaborative programs and exchanges with the University of Aruba, Instituto Pedagógico Arubano (IPA) and Enseñansa Profesional Intermedio (EPI). Additionally, Aruban undergraduate students meeting admission requirements will be admitted for study at Wayne State College at the in-state rate. Therefore, the purpose of the agreement is to provide the students of Aruba with a high quality, four-year college education leading to a bachelor's degree that is affordable and accessible. Eligible Aruban students will be charged the Nebraska resident tuition rate, a scholarship that will save students more than \$5,000 per year.

Aruba applicants meeting admission requirements as transfer students from the University of Aruba, EPI and those studying in the region will be immediately eligible for the Nebraska resident tuition scholarship. Once students are eligible for the scholarship, they will maintain eligibility simply by remaining eligible for enrollment each semester.

In addition, Aruba indicated a need to address the graduate level needs of its teachers. Adding an additional location in Aruba will allow Wayne State College to offer a Master of Science in Education Degree Program in Curriculum and Instruction using the Community of Learning delivery format to Aruban students. This will provide a graduate study opportunity for students to further their studies in Aruba in partnership with Wayne State College and MOU stipulations.

8. For each proposed branch campus or location(s), provide a description of physical facilities and equipment to support the programs that will be offered at the branch campus or location(s).

Our program will be offered at a fully operational institution of higher education in Aruba that specializes in teacher education at the undergraduate level. The location provides collaborative educational facilities with an array of well-equipped classrooms, computer labs, conference rooms, offices, and open space. Classrooms are standard and similar to resources available for instruction at Wayne State College; from our observation at IPA, EPI, and the University of Aruba. In addition, the computer technology and the internet are readily available for online learning. The location has technical support available onsite.

9. What is the evidence that the facilities at the branch campus or location(s) will meet the needs of the students and the curriculum?

The site where our program will be offered is an education institution of higher education. Minimally, a large classroom and internet availability are all that is required for the program. Wayne State College already offers courses and programs in seven (7) other additional locations in Nebraska. Wayne State College has offered its Master of Science in Education Degree Program in Curriculum and Instruction at our additional location sites since 2003 and has a well-developed curriculum to meet the needs of the students. Offering a program through the Aruba Ministry of Education, Science and Sustainable Development, Memorandum of Understanding (MOU) will expand the educational diversity opportunities for students in the proposed Aruba location.

10. What controls are in place to ensure that the information presented to all the constituencies in advertising, brochures and other communications will be accurate?

All advertising, brochures, and other communications are handled through the centralized College Relations Office of Wayne State College for consistency in message and branding and will be reviewed by the Dean of the School of Education and Counseling and the Vice President of Academic Affairs for accuracy.

Wayne State's brand determines who we are, how we are known, and how we are remembered in the crowded landscape of higher education in Nebraska and surrounding states. The Director of College Relations has developed a *Branding Standards Manual* for college personnel to assist with all personnel staying on message and effectively and consistently employing the College's logos and other brand components when communicating about the college. A copy of the *Branding Standards Manual* is provided in the Appendix.

11. **For additional location(s) only:** How does the institution ensure that financial planning and budgeting for the additional location(s) is(are) realistic? What are the projected revenues and expenses? What are the projected enrollment and staffing needs?

The Dean of the School of Education and Counseling and the Vice President for Academic Affairs from Wayne State College will ensure that services and instruction revenues and expenses are within the state appropriated amounts and approved fiscal budget. An annual Nebraska State Legislature funding appropriation to Wayne State College along with additional revenue generated through tuition, fees and rentals will be used to sustain the program.

Projected expenses will include the cost of two adjuncts, the Wayne State College Community of Learning Faculty Mentor, faculty benefits, travel, rent and custodial fees, speakers and consultants,

national presentations, supplies and materials, and mailings and marketing. The projected expenses of approximately \$30,000 are based upon the 2018-2020 projected budget(s) from the current active locations. The projected revenue of approximately \$50,000, is based on an enrollment of 15 students. (See Appendix for Community of Learning location budgets)

Our projected staffing needs are projected to utilize two (2) full-time, adjunct faculty for the Curriculum and Instruction, Master of Science in Education Degree Program in Curriculum and Instruction through the Community of Learning delivery format, which is the number of faculty used at the current active locations, along with the Wayne State College Community of Learning Faculty Mentor. We project enrollment in the Master of Science in Education Degree Program in Curriculum and Instruction offered in the new location to start with approximately 15 students.

12. **For branch campus only:** Provide a business plan for the branch campus, including a budget projection for the first two years of operation. Please also:

- a) Show both gross income (including projected enrollments, gross tuition and fees, and any increase in state or federal subsidies generated by the new enrollment) and gross projected expenses.

N/A--Not a branch campus.

- b) Describe clearly the contingency plans in case anticipated enrollments, income, or resources do not materialize.

N/A—Not a branch campus.

#### Section D. Curriculum and Instructional Design

13. How will the institution effectively oversee instruction at the location(s) or branch campus?

Oversight will be provided by Wayne State College's Vice President for Academic Affairs and the Dean of the School of Education and Counseling, along with the Community of Learning Faculty Mentor. Wayne State College's faculty will use their expertise for curriculum and align it with the programs and classes offered. Projected student enrollment will be analyzed to determine location needs. Computers labs and other technological systems will be available to faculty and students. The Wayne State College Conn Library provides many online services for all students and faculty. Specific information is available on the WSC Conn Library site on the [WSC library website](#) page. [Turnitin](#) is used by Wayne State College to provide originality checking services. OriginalityCheck compares submitted papers for matches or similar text to information available in repositories used by [Turnitin](#).

The [Wayne State College Conn Library](#) provides [online resources for research](#) using electronic access to EPSCO host and ERIC and other resources are where students will find all discipline-specific, refereed journals and primary source materials for research.

Wayne State uses [Canvas](#) as its online course management system for online and hybrid course delivery. Faculty and student help is available through resources published on the Wayne State College website.

The Master of Science in Education Degree Program in Curriculum and Instruction is provided oversight from the on-campus Community of Learning Faculty Mentor that serves as a liaison between the campus and the additional location program. The additional location sites employ and assign adjuncts using one primary instructor with one additional adjunct who assists with instruction. All faculty meet required faculty qualification requirements. (See Institutional Adjunct Hiring Criteria for "Tested Experience" policy and NSCS Policy 5015: Adjunct Faculty in the Appendix).

14. What impact, if any, will the new branch campus or location(s) have on instructional capacity at existing approved branch campuses or location(s)?

The new international location in Aruba will not have any impact on instructional capacity at existing approved locations. However, the location will facilitate international relationships and collaboration between the main campus and the existing Nebraska locations, providing opportunities for additional research and educational opportunities for students in Aruba and our other additional location sites.

15. Do the proposed branch campus or location(s) involve either dual credit or accelerated delivery (earning of semester credit hours or equivalent routinely exceeds 20 in 4 months or 60 in 12 months)? If so, please explain the extent the options are involved.

The proposed locations will not involve dual credit or accelerated delivery (earning of semester credit hours or equivalent routinely exceeds 20 in 4 months or 60 in 12 months).

### Section E. Institutional Staffing, Faculty, and Student Support

16. How does the institution plan to staff the additional location(s) or branch campus, including judging faculty qualifications and full-time vs. part-time faculty? How does this differ from the institution's processes for staffing at the main campus?

Adjunct faculty will be hired through the main campus Human Resources Department following established hiring policies and procedures and the Nebraska State College Education Association (SCEA) bargaining agreement, which ensure faculty qualifications align with HLC faculty qualification requirements. This will not differ from our process for hiring at the main campus. (See Hiring Procedures in the Appendix)

17. What is the institution's process for selecting, training and orienting faculty for the additional location(s) or branch campus? What special professional development, support or released time does the institution provide for these faculty?

Faculty are hired by the School Deans and approved by the Vice President for Academic Affairs and College President, using the same hiring process used for all WSC faculty, adjuncts and staff. Faculty hired to teach in any program must meet all the requirements of the Nebraska Department of Education and the Higher Learning Commission's Faculty Qualification requirements, along with the Nebraska State College Education Association (SCEA) bargaining agreement. Wayne State College also has a policy for "Tested Experience" that is followed when an adjunct instructor is determined to be minimally qualified to teach a course through alternative professional credentials or demonstrated competencies. (See Institutional Adjunct Hiring Criteria for "Tested Experience" policy and NSCS Policy 5015: Adjunct Faculty in the Appendix).

The education programs are approved by the Nebraska Department of Education and also went through rigorous program review by the Council for the Accreditation of Educator Preparation (CAEP), the Educational Foundations and Leadership Department's Specialized Program Accreditor. The Educational Foundations and Leadership Department went through its renewal process during the 2016-2017 academic year with the Nebraska Department of Education and CAEP, which conducted an onsite extensive review of faculty credentials and programs. The Educational Foundations and Leadership Department received an official notification letter acknowledging continued state approval for the operation of the educator preparation program at Wayne State College (WSC) for the next seven-year cycle. The approval was granted by the Nebraska State Board of Education at their August 4, 2017 meeting. The notification letter for continued state approval dated August 17, 2017, is provided in the Appendix. CAEP specialized accreditation is described in Part 1: General Questions, Question 4.a. Special conditions, with documentation provided in the Appendix.

The faculty are screened prior to hiring, transcripts and vitas are submitted and checked, and background checks are completed by the Human Resources Department. Regular visits with the staff and faculty at the locations are completed by the Vice President for Academic Affairs and the Communities of Learning Faculty Mentor. The Director of Continuing Education and Outreach along with the respective School Dean at Wayne State College is responsible for scheduling classes.

Many of the faculty currently teaching in the Master of Science in Education Degree Program in Curriculum and Instruction through the Community of Learning delivery format are past students and graduates of the program. This provides these faculty members in the Community of Learning with valuable insight into the delivery methods of the program.

Faculty evaluation for full-time faculty is done in accordance with the Nebraska State College Education Association (SCEA) bargaining agreement ([https://www.nscs.edu/downloads/file/405/2019 - 2021 state college education association\\_scea](https://www.nscs.edu/downloads/file/405/2019_-_2021_state_college_education_association_scea)), Article VII. Performance Evaluation, pages 8-11, which are provided in the Appendix).

The faculty evaluation process is for the purpose of improving instruction, encouraging and supporting professional development, and providing information necessary, in part, for personnel decisions, including reappointment, promotion, and tenure decisions. All formal faculty evaluations are conducted by full-time academic administrators. The Deans evaluate all faculty (full-time and adjunct) during each academic year according to the bargaining agreement policy. In addition, students complete a course evaluation at the completion of each course using Wayne State College's electronic survey software system, *CourseEval*.

The Aruba Ministry of Education will provide training and orientation of the faculty for new faculty at the Aruba location. The Wayne State College Department of Educational Foundations and Leadership will provide curriculum orientation and training under the direction of the Dean of the School of Education and Counseling and the Community of Learning Faculty Mentor. This is standard practice for all locations offering the Master of Science in Education Degree Program in Curriculum and Instruction provided through the Community of Learning delivery format and follows the program guidelines provided in the "Master of Science in Education (MSE): Curriculum and Instruction-Instructional Leadership Community of Learning Delivery Format Handbook," which is provided in the Appendix.

18. What is the evidence that the institution will effectively deliver, support and manage necessary academic and student services at the proposed branch campus or location(s)?

Wayne State College and the Ministry of Aruba will coordinate a number of front-line services for students. These services include tutoring, advising, registration, disability services, testing, student accounts, and library and bookstore operations.

Academic oversight of curriculum delivery and assessment is under the direction of the Vice President for Academic Affairs and Academic Deans on the main campus in Wayne. Administrative oversight for financial aid, student records, and all budgeting and hiring authority is maintained on the main Wayne State College Campus. The [Wayne State College website](#) has been revised and improved with links to assist all students. The processes and procedures for admissions, advising, and career services are the same as the main campus at Wayne State College.

The Higher Learning Commission has approved Wayne State College for distance education courses and programs. All courses offered at Wayne State College, regardless of the modality of delivery have electronic access to all library resources on the WSC library website. The library offers an [Embedded Librarian Program](#) that provides students access to answers to questions and is available for each course. Additional assistance is available through the [Network & Technology Services \(NATS\) website](#). The [WSC Technology Help Desk](#) is available to provide support for technology issues. The [Office of Teaching and Learning](#) also provides support for the [Canvas](#) course management software with specific directions for accessing and logging on to WSC online courses.

The graduate program offered at six (6) locations uses the Community of Learning delivery format, which started in 2003 for the Master of Science in Education Degree Program in Curriculum and Instruction. The initial pilot had 127 completers. The program has grown to a total of 1,177 completers as of May 2019, combining completers from all location and course locations used since 2003.

## Section F. Evaluation

19. Describe the process for monitoring, evaluating and improving the overall effectiveness and quality of the offerings.

The Director of Continuing Education and Outreach for the College Center, the Community of Learning Faculty Mentor, the Wayne State College Vice President for Academic Affairs, and the Deans regularly conduct reviews and provide oversight for all programs. Programs offered at all locations are assessed and evaluated for quality on an annual basis following Wayne State College's policies and procedures.

Program review is conducted every seven (7) years according to the Nebraska State College System (NSCS) Board Policy 4200. This NSCS Board policy is provided in the Appendix.

As an Open Pathway institution, continuous improvement is built into our academic culture. Strategic Planning and Strategic Enrollment Planning is used to further identify needs. The Director of Continuing Education and Outreach for the College Center works cooperatively with each location to maintain the quality assurance of excellence required of the accreditation agencies and align curriculum and activity to the mission of the main campus.

In addition, feedback from students and faculty about needs and improvements are encouraged. All students at the end of each course complete course evaluations electronically using *CourseEval*



software. A coordinator is also available at each site to advocate for any logistic needs. A Faculty Mentor from the Department whose program is being taught at the additional location, the Director of Continuing Education and Outreach, the School Dean, the Assistant Vice President for Academic Affairs, and the Vice President for Academic Affairs all provide additional oversight of each location. This ensures accommodations, safety, site budget, and general oversight of the program functions at each location.

Wayne State College ensures that programs are meeting the needs of students, as well as standards. Near the end of the Master of Science in Education Degree Program in Curriculum and Instruction, students select to complete either a thesis, a comprehensive final, a project, or a portfolio to demonstrate proficiency in educational pedagogy.

Wayne State College program assessment reports are due each fall and spring to the Office of Assessment and are used internally to assess departmental programs. In addition, the Nebraska State College System (NSCS) in conjunction with the Nebraska State Coordinating Commission for Postsecondary Education (CCPE) reviews existing programs and ensures that a review for each program occurs every seven (7) years. This follows [Board Policy No. 4220: Assessment; Policy and Procedures](#); and [Board Policy No. 4200: Existing Program Review](#), which are provided in the Appendix.

20. Describe the process for assessing and improving student learning, including student persistence and completion, in the offerings.

Academic performance is measured, documented and analyzed using identical systems and procedures currently established. Each department is responsible for establishing assessment goals and student learning objectives at the program level. Primary assessment is the responsibility of the delivering department. Each academic program department is responsible for the following assessment procedures. Internal assessment reports are submitted to the Office of Assessment each semester for review.

- Develop programs and course goals
- Develop specific objectives/outcomes
- Select measurement tools—at least one direct and one indirect
- Collect and report assessment data
- Analyze data collected and report results
- Implement change through action plans and report change on annual assessment reports
- Continue to analyze results from change for continuous quality improvement

WSC also makes use of multiple means of evaluating the success of its graduates, including program specific SLO assessment, completion rates, and employment and graduate school participation. The 2018 Student Outcomes Report (Appendix) provides a summary of student outcomes on Retention and Completion, Student Engagement, and Post-Graduate Outcomes and Satisfaction. This report is published in addition to data available in the annually published Institutional Data Book (Appendix). The College also participates in the [National Survey of Student Engagement \(NSSE\)](#) conducted by the Office of Assessment, Skyfactor surveys (ACUHO-I/Benchworks Resident Assessment) conducted by Student Services, and the Graduating Student Survey conducted by the Office of Records and Registration to identify service area quality and areas in need of improvement.

The [WSC Graduate Survey](#) is conducted annually by the Career Services Office. The five-year average response rate for the survey is 87% with 99.6% employed or attending graduate school. Data on the employment success of WSC graduates from 2012-13 through 2016-17 is available on the WSC website. The data is used by College Relations, units with specialized accreditation, and others to market and provide evidence of student success.

Departments also seek outside recommendations to improve their programs. For example, the Computer Technology and Information Systems Department utilizes an advisory board to obtain information on the technological needs that would best serve the Computer Information Systems and Computer Science graduates. The School of Education and Counseling utilizes the Advisory Council to Educator Preparation (ACEP) to maintain strong relationships between WSC and the P-12 field regarding how best to serve children, families, and schools. An advisory council was established for the Center for Applied Technology (CAT) in spring 2018. Most units at WSC have a relationship with their regional organizations to maintain program relevancy.

21. How are the measures and techniques the institution uses for the location(s) or branch campus equivalent to those for assessment and evaluation at the main campus or other locations? If there are differences, why are these differences appropriate?

To assure that students who graduate from Wayne State College have completed a major that prepares them for a meaningful career and life-long learning, each program of study has established student-learning outcomes, which include direct and indirect assessments. All assessment is conducted the same for on-campus and off-campus programs. Departments annually evaluate their students' performance in achieving those outcomes as part of the College's overall commitment to student success and continuous improvement. Each term, departments submit assessment reports to the Office of Assessment for oversight from the Institutional Assessment Oversight Committee and the Director of Assessment.

Program assessment for the Master of Science in Education Degree Program in Curriculum and Instruction provided through the Community of Learning delivery format is described in the Handbook provided in the Appendix. Learners are assessed at the program level at the end of year one (fifteen credit hours), at the end of year two (thirty-six credit hours), and one year past graduation. A Survey Monkey questionnaire, monitored by the School of Education Assistant to the Dean, is made available to each learner or graduate in late April of each year. Data from each Community is shared with the mentors and the specific facilitators for that community. Data for all Communities is reviewed by the mentors and facilitators during summer facilitator development and throughout the academic year as needed.

No method of delivery or location is noted on student's official transcripts from Wayne State College and no differences are made for location.

# Wayne State College

## APPENDIX

# Wayne State College

Memorandum of Understanding (MOU)

Aruba and Wayne State College

Nebraska State College System (NSCS)

Board Materials

**2. Academic and Personnel**

- 2.1 Chancellor and Presidents' Contract Extensions and Salaries
- 2.2 First and Final Round Approval of Revisions to Board Policy 4430; Transfer of Credits and Degrees
- 2.3 First and Final Round Approval of Revisions to Board Policy 5040; Criminal Background Checks; Employees
- 2.4 Approve Interlocal Agreement Between City of Chadron Police Department and Chadron State College for College Resource Officer
- 2.5 Approve Revised Chadron State Foundation Agreement
- 2.6 Approve Addition of Interdisciplinary Studies Undergraduate Major for Peru State College
- 2.7 Approve Memorandum of Understanding with Highland Community College for Peru State College
- 2.8 Approve Memorandum of Understanding with Iowa Western Community College for Peru State College
- 2.9 Approve Interlocal Agreement With City of Wayne for Law Enforcement for Wayne State College
- 2.10 Approve S.T.E.P. Partnership Agreement with South Sioux City Community School District for Wayne State College
- 2.11 Approve S.T.E.P. Partnership Agreement with Pathways 2 Tomorrow Rural School Consortium for Wayne State College
- 2.12 S.T.E.P. Partnership Agreement with Grand Island Public Schools for Wayne State College
- 2.13 Approve Memorandum of Understanding with Aruba Ministry of Education, Science and Sustainable Development for Wayne State College
- 2.14 Approve Memorandum of Understanding for the College of Agricultural Sciences & Natural Resources (CASNR), University of Nebraska-Lincoln (UNL) Transfer Initiative with Wayne State College
- 2.15 Approve Addition of Public Relations Focus Area in Master of Science in Organizational Management Graduate Program for Wayne State College
- 2.16 Approve Addition of Public Accounting Focus Area in Master of Business Administration Graduate Program for Wayne State College
- 2.17 Approve Addition of Journalism and Media Education Supplemental Endorsement for Wayne State College
- 2.18 Approve Nebraska Statewide Workforce and Educational Reporting System (NSWERS) Agreement

**3. Student Affairs, Marketing, and Enrollment**

- 3.1 First and Final Round Approval of Revisions to Board Policy 3050; Residency
- 3.2 First and Final Round Approval of Revisions to Board Policy 3401; Nebraska Access Program

## ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

June 18, 2019

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**ACTION:** **Approve Memorandum of Understanding with Aruba Ministry of Education, Science and Sustainable Development for Wayne State College**

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Wayne State requests approval of the Memorandum of Understanding with the Aruba Ministry of Education, Science and Sustainable Development. This MOU will enhance the development of partnerships for transfer articulations, study, research, and internships in STEM, teacher education, health, business, hospitality and other programs in the schools of Arts and Humanities; Business and Technology; Education and Counseling; Natural and Social Sciences; and in Career Development.

This MOU requires Board approval per Board Policy 7015.

The System Office and Wayne State College recommend approval of the Memorandum of Understanding with Aruba Ministry of Education for Wayne State College.

**ATTACHMENTS:**

- WSC Aruba MOU (PDF)

Aruba Ministry of  
Education Logo

Wayne State  
College

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES**  
**doing business as**  
**WAYNE STATE COLLEGE**  
**and**  
**ARUBA MINISTRY OF EDUCATION, SCIENCE AND SUSTAINABLE DEVELOPMENT**

The parties to this Memorandum of Understanding (MOU) are the Board of Trustees of the Nebraska State Colleges, d/b/a, Wayne State College (WSC) and the Ministry of Education, Science and Sustainable Development of Aruba (Ministry).

This MOU sets forth the entire agreement of WSC and Ministry (Parties) and supersedes all previous agreements, prior negotiations, discussions and proposals.

**I. BACKGROUND AND PURPOSE**

The Parties believe that it is in their best interests to encourage direct contact and cooperation between their leadership, faculty members, departments, institutes and other centers in order to foster the development of possible collaborative programs in educational areas to be agreed upon. This will be subject to availability of funding and the development of specific binding written agreements. The Parties have entered into this MOU for the purpose of setting forth their mutual understanding and agreement, with respect to the development of potentially sustainable collaborative programs.

WSC is a leading comprehensive, accredited, public state college in Northeast Nebraska distinguished for providing educational excellence in a small, personalized setting and with a 19:1 student-to-faculty ratio. Established in 1910 as a college primarily for teacher education, it currently offers 130 undergraduate programs and four graduate programs. WSC has continued its legacy of providing Education students with high quality teacher preparation with valuable opportunities for hands-on teaching experiences. Service learning is also an integral component in various majors. Students lead community projects designed to integrate meaningful community service with instruction and reflection to enrich the learning experience, teach civic responsibility and strengthen sustainable communities.

Aruba's unique social-economic resources, a diverse multilingual population and its commitment to invest in developing her human capital provides valuable learning and opportunities for collaborative programming with WSC. The current population of Aruba is about 110,000, together representing more than 90 nationalities. The economy of Aruba is mainly based on tourism, and almost all products are imported. Aruba is undergoing a transition period balancing the economic growth with a human centered approach. With its people first approach, Aruba is committed to the implementation of the sustainable development goals and has included nine accelerators in its National Strategic Plan. Current interesting developments on the island are: opening of a STEM facility at the University of Aruba, opening of a bio-marine park for the protection of the ocean and water management, opening of a new state of the art waste management facility, introduction of an e-government program, large investments in renewable energy and agriculture. Aruba can provide research and exchange programs as well as collaboration opportunities in a safe and beautiful environment.

## II. DISCUSSION AND DEVELOPMENT OF POSSIBLE COLLABORATION

The Parties agree to discuss and explore the development of any of the following general forms of cooperation:

1. Encourage and develop cooperation and exchanges for study, research and internships in STEM, teacher education, curriculum/program development, health, business, and hospitality. Other potential areas of focus may include arts and humanities, business and technology, education and counseling, natural and social sciences, and career development.
2. Collaborate on the development of program articulations for seamless transfer of credits and exchange of students by providing the information necessary to successfully develop, promote, and maintain programs.
3. Encourage and facilitate closer relationships between WSC; the Country of Aruba; University of Aruba (UA); Instituto Pedagógico Arubano (IPA); Ministry; secondary and other post-secondary institutions; appropriate educational organizations; economic organizations; and, the private sector establishments involved in education.
4. Exchange of information in fields of interest.

The Parties anticipate that specific collaborative projects or activities that the Parties wish to implement will, as appropriate, be undertaken pursuant to future agreements entered into according to applicable laws and rules of each Party.

## III. TUITION REDUCTION AND ENROLLMENT COSTS

WSC will honor the following tuition rate program for incoming international freshmen, transfer, and graduate students from Aruba who are enrolled in non-online programs:

1. Tuition Discount. Aruba students shall be eligible for a reduced tuition rate equal to the Nebraska resident tuition rate, per the requirements established for the Nebraska Access Program (NSCS Board Policy 3401). The Nebraska resident tuition rate is currently a fifty percent (50%) reduction of the non-resident tuition rate. WSC shall charge Aruba students the same rate as charged to other WSC students for fees, on-campus housing, and food services. To be eligible for the Nebraska resident tuition rate, Aruba applicants must meet all WSC admissions requirements, and maintain eligibility for enrollment.
2. Students from Aruba shall be eligible for WSC scholarships for which they meet eligibility criteria and complete scholarship application procedures as published on the College website including art, music and athletic scholarships. ([www.wsc.edu/scholarships](http://www.wsc.edu/scholarships)).

## IV. ELIGIBILITY CRITERIA FOR THE REDUCED TUITION

To be eligible for the Nebraska resident tuition rate, all applicants from Aruba must:

1. Meet all requirements for international student admission to WSC as published on the WSC website at [www.wsc.edu/international](http://www.wsc.edu/international).
2. Meet the current WSC Satisfactory Academic Progress standard for Cumulative Grade Point Average as published on the WSC website at [wsc.edu/info/20044/financial\\_aid/386/staying\\_eligible/2](http://wsc.edu/info/20044/financial_aid/386/staying_eligible/2)
3. Provide proof of Health Insurance with a USA insurance carrier prior to the first day of class attendance.
4. Complete and comply with procedures for the release and reporting of their student records from WSC to the Ministry or its designee as established by WSC and the Ministry or designee.



5. Complete and comply with procedures and deadlines for fee payment to WSC as established by the Ministry or designee and WSC.
6. Freshmen eligible for the Nebraska resident tuition rate as part of the Nebraska Access Program
  - a. Must score a 22 ACT or 1100 SAT or above, or
  - b. Must be in the upper half of their high school graduating class, or
  - c. Must have a minimum high school cumulative GPA of 3.25 on a 4.0 scale.
  - d. To continue in the program, students are required to maintain eligibility for enrollment.
7. Freshmen students who do not meet eligibility requirements under item #6 will be eligible for the Nebraska Access Program once they have earned a cumulative 2.5 GPA for all coursework attempted at Wayne State College, or if they reside in on-campus housing and purchase an on-campus (non-commuter) meal plan.
8. Transfer students
  - a. All transfer students will be eligible for the Nebraska resident tuition rate as part of the Nebraska Access Program.
  - b. To continue in the program, transfer students are required to maintain eligibility for enrollment.
9. Graduate students eligible for the Nebraska resident tuition rate as part of the Nebraska Access Program
  - a. Must have a cumulative GPA of 3.5 for previous work attempted at all colleges attended.
  - b. To continue in the program, graduate students are required to maintain a 3.5 cumulative GPA.
10. To continue in the program, Aruba students on F-1 visa are required to maintain eligibility for enrollment.

## V. GENERAL PROVISIONS

**Term and Termination.** The MOU shall be effective on June 18, 2019 and shall remain in effect until either Party wishes to terminate the MOU by written notification signed by the appropriate official of the Party initiating the termination. Such notification must be received by the other Party at least six months prior to the effective termination date. Aruba students enrolled at WSC at the moment of termination and meeting all renewal academic requirements, shall be able to complete their respective academic programs under the same conditions as stipulated under Section III & IV.

**Amendment.** This MOU may be amended at any time by the written agreement of the Parties. Amendments to this MOU shall be in writing and approved in the same manner as was used to approve this MOU.

**Indemnification.** To the maximum extent permitted by law, each Party agrees to indemnify and defend the other Party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence of such Party or any of its employees or agents; provided however, the indemnification within this section shall not apply if such claims, suits, liability, expense or damage is the direct result of the willful misconduct or gross negligence of either Party. In no event shall either Party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.

The designated representatives of the Parties for the purposes of monitoring and oversight of this MOU are:

Joselin Croes  
 Minister Plenipotentiary for Aruba in the United States  
 (202) 274-2640  
[WAS-GMA@minbuza.nl](mailto:WAS-GMA@minbuza.nl)

and

Steven Elliott  
Vice President for Academic Affairs, Wayne State College  
(402) 375-7208  
[stellio1@wsc.edu](mailto:stellio1@wsc.edu)

The Parties affirm that they will comply with the Family Educational Rights and Privacy Act (FERPA) for sharing student information.

IN WITNESS WHEREOF, the Parties have signed below.

For the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College:

\_\_\_\_\_  
Dr. Marysz P. Rames, President, Wayne State College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Paul Turman, Chancellor of the Nebraska State Colleges

\_\_\_\_\_  
Date

For the Aruba Ministry of Education, Science & Sustainable Development

\_\_\_\_\_  
Joselin Croes, Minister Plenipotentiary for Aruba in the United States

\_\_\_\_\_  
Date

Attachment: WSC Aruba Location Application Full Document (2570 : New International Location in Aruba for Wayne State College)

# Wayne State College

## Part 1: General Questions

5. **Approvals.** Mark whether each type of approval is required prior to implementing the proposed change.

\*Documentation is the following signed MOU.

- **Internal (faculty, board) approvals**

MOU Signed by the College President

- **System approval**

MOU received Board Approval

- **State Approval**

State Department of Education approval is not needed; Nebraska's Coordinating Commission for Postsecondary Education approval is not needed

- **Foreign country(ies) approvals**

MOU Signed by the Aruba Ministry of Education, Science & Sustainable Development



Wayne State  
College

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES**  
**doing business as**  
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2. Collaborate on the development of program articulations for seamless transfer of credits and exchange of students by providing the information necessary to successfully develop, promote, and maintain programs.
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2. Meet the current WSC Satisfactory Academic Progress standard for Cumulative Grade Point Average as published on the WSC website at:

[wsc.edu/info/20044/financial\\_aid/386/staying\\_eligible/2](http://wsc.edu/info/20044/financial_aid/386/staying_eligible/2)

3. Provide proof of Health Insurance with a USA insurance carrier prior to the first day of class attendance.
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**Term and Termination.** The MOU shall be effective on June 18, 2019 and shall remain in effect until either Party wishes to terminate the MOU by written notification signed by the appropriate official of the Party initiating the termination. Such notification must be received by the other Party at least six months prior to the effective termination date. Aruba students enrolled at WSC at the moment of termination and meeting all renewal academic requirements, shall be able to complete their respective academic programs under the same conditions as stipulated under Section III & IV.

**Amendment.** This MOU may be amended at any time by the written agreement of the Parties. Amendments to this MOU shall be in writing and approved in the same manner as was used to approve this MOU.

**Indemnification.** To the maximum extent permitted by law, each Party agrees to indemnify and defend the other Party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence of such Party or any of its employees or agents; provided however, the indemnification within this section shall not apply if such claims, suits, liability, expense or damage is the direct result of the willful misconduct or gross negligence of either Party. In no event shall either Party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.

The designated representatives of the Parties for the purposes of monitoring and oversight of this MOU are:

Joselin Croes  
Minister Plenipotentiary for Aruba in the United States  
(202) 274-2640  
[WAS-GMA@minbuza.nl](mailto:WAS-GMA@minbuza.nl)

and

Steven Elliott  
Vice President for Academic Affairs, Wayne State College  
(402) 375-7208  
[stellio1@wsc.edu](mailto:stellio1@wsc.edu)

The Parties affirm that they will comply with the Family Educational Rights and Privacy Act (FERPA) for sharing student information.

IN WITNESS WHEREOF, the Parties have signed in duplicate below.

**For the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College:**

\_\_\_\_\_  
Dr. Marysz P. Barnes  
President, Wayne State College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Paul Turman  
Chancellor of the Nebraska State Colleges

\_\_\_\_\_  
Date

**For the Aruba Ministry of Education, Science & Sustainable Development:**

\_\_\_\_\_  
Dr. Armando R. Lampe  
Minister of Education, Science & Sustainable Development

\_\_\_\_\_  
Date

Attachment: WSC Aruba Location Application Full Document (2570 : New International Location in Aruba for Wayne State College)

# Wayne State College

## Council for the Accreditation of Educator Preparation (CAEP)

- The accreditation letter for the Council for Accreditation of Educator Preparation (CAEP) is provided as evidence.
- In seeking initial accreditation from CAEP, the School of Education & Counseling at Wayne State College was granted probationary accreditation with the areas for improvement (AFIs) and stipulations outlined on the enclosed Accreditation Action Report.
- The action was reported to the Higher Learning Commission (HLC) and the HLC response letter is provided as evidence.
- A focus visit to determine whether areas of improvement are being met by CAEP was scheduled for April 7 - 8, 2019. This focus visit was postponed by CAEP until May 2019.
- An on-site focus visit was held May 19-20, 2019. The exit report indicated full accreditation would be recommended. A preliminary "Site Visit Report" for factual corrections was received from CAEP on July 24, 2017. The report indicates all stipulations have been removed and is provided as evidence.
- The final site visit report with updated status is expected from CAEP by August 2019.





230 South LaSalle Street, Suite 7-500  
 Chicago, IL 60604-1411  
 312.263.0456 | 800.621.7440  
 Fax: 312.263.7462 | hlcommission.org

May 3, 2018

VIA ELECTRONIC MAIL

Dr. Marysz Rames, President  
 Wayne State College  
 1111 Main Street  
 Wayne, NE 68787

Dear President Rames:

This letter is to inform you that the Higher Learning Commission (HLC or “the Commission”) has reviewed the report sent by Wayne State College (“College” or “the institution”) regarding recent action taken by the Council for the Accreditation of Educator Preparation (CAEP or “the agency”). Thank you for submitting this information for review.

Review of the information found that the College is not currently in full compliance with CAEP Standard 5, regarding Quality Assurance and Continuous Improvement. At this time, however, no additional follow-up will be taken by the Commission’s Legal and Governmental Affairs office regarding this matter. Please note that this does not preclude a future peer review team or Institutional Actions Council committee from reviewing this action and any relevant information.

Pursuant to Commission policy COMM.C.10.020, Relationships with External Agencies, it is HLC’s expectation that institutions will remain in good standing with the recognized accreditation organizations with which they are affiliated. While the Commission is not presently conducting a further review of the College’s status with CAEP, HLC expects that the institution will continue to work with the agency to resolve these issues and return to good standing. Furthermore, the institution must ensure that information regarding this action, as well as any response, follow-up report, or action plan from the institution are included in the next Assurance Filing.

Thank you for your cooperation. If you have additional questions, please contact your HLC Staff Liaison, Dr. Gigi Fansler.

Sincerely,

Robert Rucker  
 Research and Advocacy Coordinator for Legal and Governmental Affairs

Cc: Suzanne Sydow, Director of Assessment, Wayne State College  
 Gigi Fansler, Vice President for Accreditation Relations, Higher Learning Commission

November 09, 2017

Dr. Marysz Rames  
President  
Wayne State College  
1111 Main Street  
Wayne, NE 68787

Dear Dr. Rames:

The Accreditation Council of the Council for the Accreditation of Educator Preparation (CAEP) met on October 23, 2017, and granted the following accreditation status:

The School of Education & Counseling at Wayne State College is **granted probationary accreditation** with the areas for improvement (AFIs) and stipulations outlined on the enclosed Accreditation Action Report

Additional details of the accreditation status are also provided in the enclosed report. The enclosed Information on CAEP Probationary Accreditation provides further information on the CAEP process and provider responsibilities during the accreditation term.

The recent meeting of CAEP's Accreditation Council culminates several years of preparation and deliberation on the part of both the EPP seeking accreditation and CAEP. Beginning with the self-study process and ending with the deliberation of the Council, a significant amount of thought and effort goes into the accreditation process. CAEP has confidence in its site visitors and the Council, and we want you to know that your EPP was examined with great care throughout each stage of the accreditation process.

We encourage you to contact Dr. Vince O'Neill ([vince.oneill@caepnet.org](mailto:vince.oneill@caepnet.org)), Accreditation Director, Councilors and Accreditation Decisions, for further explanation of the Council's findings or to assist you in determining any future courses of action.

CAEP has many resources available to support the continued improvements you will be making in your education programs. We appreciate your cooperation and commitment to CAEP accreditation.

Sincerely yours,

Christopher A. Koch, Ed.D.  
President

Enclosures: Accreditation Action Report and Information on CAEP Probationary Accreditation

cc: Dr. Nicholas J. Shudak, School of Education & Counseling;  
Dr. Mark A. Baron, School of Education & Counseling;  
Dr. Casey Hurner, School of Education & Counseling;  
Ms. Phyllis Spethman, School of Education & Counseling;  
Ms. Sharon K. Katt;  
Site Team

# ACCREDITATION ACTION REPORT

Wayne State College  
Wayne, Nebraska

October 2017

*This is the official record of the Educator Preparation Provider's accreditation status. The Educator Preparation Provider should retain this document for at least two accreditation cycles.*

## ACCREDITATION DECISION

**Probationary Accreditation** is granted. Standard 5 was found not met by the Accreditation Council. This accreditation status is effective between fall 2017 and fall 2019. The provider must demonstrate that Standard 5 is met and all stipulations cited have been corrected within two years to continue accreditation. A probationary accreditation site visit will take place no later than spring 2019.

## SUMMARY OF STANDARDS

CAEP STANDARDS	INITIAL-LICENSURE	ADVANCED-LEVEL
STANDARD 1/A.1: Content and Pedagogical Knowledge	Met	Not Applicable
STANDARD 2/A.2: Clinical Partnerships and Practice	Met	Not Applicable
STANDARD 3/A.3: Candidate Quality, Recruitment, And Selectivity	Met	Not Applicable
STANDARD 4/A.4: Program Impact	Met	Not Applicable
STANDARD 5/A.5: Provider Quality Assurance and Continuous Improvement	Not Met	Not Applicable
Rationale for Standard 5 at the initial teacher preparation level being found Not Met: Lack of consistent quality assessment system for continuous improvement, and monitoring candidates progress.		

The Educator Preparation Provider is encouraged to refer to the site visit report for strengths and additional information on findings.

## AREAS FOR IMPROVEMENT AND STIPULATIONS

**Areas for Improvement:** Identified areas for improvement are addressed in the provider's annual report. Areas for improvement need not be publicly disclosed, but will become stipulations if they remain uncorrected by the next accreditation review.

**Stipulations:** Stipulations are addressed in the provider's annual report and must be corrected within two years to retain accreditation.

## AREAS FOR IMPROVEMENT AND STIPULATIONS

**STANDARD 1: Content and Pedagogical Knowledge**

	<b>Areas for Improvement</b>	<b>Rationale</b>
1	There is a lack of evidence that candidates have demonstrated the proficiencies related to components 1.1 and 1.3.	Data submitted with the SSR and Addendum and evidence collected on site do not provide conclusive evidence of the development of a deep understanding of the critical concepts and principles of the discipline and that candidates, by completion, are able to use discipline-specific practices flexibly to advance the learning of all students toward attainment of college- and career-readiness standards.

**STANDARD 2: Clinical Partnerships and Practice**

	<b>Areas for Improvement</b>	<b>Rationale</b>
1	The EPP does not provide for reciprocal evaluations of EPP-based and school-based clinical educators.	According to the SSR, which was corroborated by interviews, the EPP does not have a mechanism by which EPP-based and school-based clinical educators evaluate each other. This is an explicit requirement of Component 2.2 (Accreditation Manual, 2016, pp. 31-32).
2	The EPP does not provide consistent professional development for clinical educators on evaluating candidates in all programs.	The SSR, Addendum, and evidence for each do not demonstrate that clinical educators receive professional development consistently on the use of evaluation instruments, evaluating professional disposition of candidates, setting specific goals/objectives of the clinical experience, and providing feedback as required in Component 2.2 (Accreditation Manual, 2016, p. 32). Interviews presented conflicting opportunities and requirements for such professional development, which revealed an absence of consistent or compulsory training of clinical educators.

**STANDARD 5: Provider Quality Assurance and Continuous Improvement**

	<b>Stipulations</b>	<b>Rationale</b>
1	There is limited evidence of a quality assurance system.	Per the CAEP Handbook, "EPP-created assessments should be scored at the CAEP Sufficient Level as defined on the CAEP Assessment Evaluation Rubric" (p.60). EPP-created assessments discussed within Standard 1 (Teacher Work Sample, Reflection of Instructional Choice, and Educator Growth Portfolio) and the EPP-created survey in Standard 2 (Clinical Practice Exit Survey) were found to be below CAEP sufficiency level.

2	There is no compelling evidence that data are systematically and regularly used as a basis for continuous improvement.	The EPP utilizes a committee system to manage program assessment with the TPAC serving as the leading committee. While the structure itself organizes members, and ensures all stakeholders are involved, there lacked a discernible structure for the way by which data was reviewed and acted upon on a systematic basis (p.60).
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**AREA(S) FOR IMPROVEMENT OR WEAKNESS(ES) from previous legacy accreditor review (NCATE or TEAC)**

Removed:

Area for Improvement or Weakness	Rationale
None	None

Continued:

Area for Improvement or Weakness	Rationale
None	None

**NOTE: Neither CAEP staff, site visitors, nor other agents of CAEP are empowered to make or modify Accreditation Council decisions. These remain the sole responsibility of the Council itself.**

**End of document**



# Site Visit Report

**CAEP Site Visit Team:**

Dr. Anthony A. Fears  
Dr. Beverly L. Young

**State Team:**

Dr. Jodi L. Kupper  
Mr. Jay Sears

**State Consultant:**

Mrs. Pat Madsen

**NEA or AFT Representative:**

N/A

**Selected Improvement Pathway**

**WAYNE STATE COLLEGE**

**School of Education & Counseling**

**1111 Main Street**

**136 Brandenburg**

**Wayne, NE 68787**

**May 19, 2019 12:00 a.m.**

**CONFIDENTIAL**

Council for the Accreditation of Educator Preparation  
1140 19th Street, NW, Suite 400  
Washington, DC 20036  
Website: caepnet.org  
Phone: 202.223-0077

# CAEP Site Visit Report Selected Improvement Pathway

## Section I Introduction

**Overview of the EPP and program offerings: (focus on differences between what was stated in the Formative Feedback Report and what was verified onsite.)**

The onsite visit verified that Wayne State College (WSC) is located in northeast Nebraska. WSC is a rural, open-enrollment, comprehensive institution of higher education dedicated to freedom of inquiry, excellence in teaching and learning, and regional service and development. In interviews with administration, faculty, staff and candidates, it was verified that WSC offers affordable undergraduate and graduate programs, the College prepares students for careers, advanced study, and civic involvement. The College is committed to faculty-staff student interaction, public service, and diversity within a friendly and collegiate campus community.

The site team verified that Educator Preparation Programs at Wayne State College prepare candidates for 14 possible field endorsements, 18 subject endorsements, and nine (9) supplemental endorsements. Educator Preparation Programs at WSC lead to State of Nebraska Teacher Certification only. In those states having reciprocity with Nebraska, students can apply for certification to that respective state.

**Summary of state partnership that guided the visit (i.e., joint visit, concurrent visit, or a CAEP-only visit)**

The State partnership with the Nebraska Department of Education, WSC, and CAEP was an very cooperative, participatory, professional, and positive joint visit experience. The State partners participated in the writing of standards, interviews, and discussions that produce the final onsite report.

**Special circumstances of the onsite review, if any. (Example: No unusual circumstances affected the visit.)**

NONE

## Standard 5: Provider Quality Assurance and Continuous Improvement

The provider maintains a quality assurance system comprised of valid data from multiple measures, including evidence of candidates' and completers' positive impact on P-12 student learning and development. The provider supports continuous improvement that is sustained and evidence-based, and that evaluates the effectiveness of its completers. The provider uses the results of inquiry and data collection to establish priorities, enhance program elements and capacity, and test innovations to improve completers' impact on P-12 student learning and development.

**1. Findings for each offsite report task to be verified onsite:**

**Task(s)**

Attachment: WSC Aruba Location Application Full Document (2570 : New International Location in Aruba for Wayne State College)



**Provider Quality, Continuous Improvement and Capacity/Missing assessment instruments and instructions.**

**A. Evidence in need of verification or corroboration**

- (1) Power Point presentation of EPP QAS
- (2) Provide an example and explanation of drive folder
- (3) Provide an example and explanation of wildcats online
- (4) Provide an example and explanation of C&W
- (5) Actual assessment instruments and instructions not provided

1 **B. Excerpt from SSR to be clarified or confirmed**

- (1) Lists of assessments on assessment calendar

**C. Questions for EPP concerning additional evidence, data, and/or interviews**

- (1) What type of QAS does the EPP have (ie. TK-20, etc.)?
- (2) What is the EPP's data management system?
- (3) Where is the location of the QAS?
- (4) How robust is the EPP's QAS?
- (5) Do candidates pay for access to the QAS?
- (6) Where are assessment instruments and instructions located?

**Follow up surveys**

**A. Evidence in need of verification or corroboration**

- (1) Principal potentially filling out two surveys for completers

2 **B. Excerpt from SSR to be clarified or confirmed**

- (1) Two surveys for principal to complete (potentially) - First Year Teacher Survey and Supervisor Survey for follow-up (completers).

**C. Questions for EPP concerning additional evidence, data, and/or interviews**

- (1) Who fills out each survey?

**System of quality assurance.**

**A. Evidence in need of verification or corroboration**

- (1) Record keeping of candidate checkpoint results.

3 **B. Excerpt from SSR to be clarified or confirmed**

(1) System not explained other information on assessment calendar

**C. Questions for EPP concerning additional evidence, data, and/or interviews**

(1) Where are records kept and how are candidates' completion of checkpoints communicated to them?

**Data analysis and storage**

**A. Evidence in need of verification or corroboration**

(1) Description of how data is analyzed and where it is stored.

4 **B. Excerpt from SSR to be clarified or confirmed**

(1) Evidence for process of analyses and where stored not provided.

**C. Questions for EPP concerning additional evidence, data, and/or interviews**

(1) What assessment system is utilized and how are data analyzed?

**Validity and reliability of EPP created assessments.**

**A. Evidence in need of verification or corroboration**

(1) Validity and reliability ratings of EPP assessments is not provided.

5 **B. Excerpt from SSR to be clarified or confirmed**

(1) Common Metrics for surveys was provided as support for determination of reliability and validity of survey instruments. No explanation of how validity and reliability were determined for other EPP created assessments.

**C. Questions for EPP concerning additional evidence, data, and/or interviews**

(1) What are the validity and reliability measures for all EPP created assessments and how was this determined for EPP created assessments?

**Assessment calendar**

**A. Evidence in need of verification or corroboration**

(1) Assessment calendar contains summary, not clear without explanation.

6 **B. Excerpt from SSR to be clarified or confirmed**

(1) Assessment calendar contains limited information, contains terms that are not clear, and includes a name versus position of individual responsible for assessing/analyzing, etc.

**C. Questions for EPP concerning additional evidence, data, and/or interviews**

(1) Where is the detailed explanation of the process of assessment?

**Standard 5, Component 2, Standard 5, Component 4**

**A. Evidence in need of verification or corroboration**

- 7 .
- (1) The actual data from results of Quality Assurance System, with all relevant interpretations and results, need to be reviewed. The same is true for the results of the assessment of completer impact.
- B. Excerpt from SSR to be clarified or confirmed**
- (1) Table 7 (page 10) should be clarified as to which assessments are actually meant to apply to Standard 5, and to insure that all utilized assessments are included.
- C. Questions for EPP concerning additional evidence, data, and/or interviews**

**Action:**

- 1 .
- Component 5.1 - In a review of EPP addendum exhibits (5.1.02, 5.1.04, 5.1.07, and interviews with assessment administrators, missing assessment instruments and follow-up surveys were verified. Component 5.1 - In a presentation/demonstration of the Chalk and Wire software system - a robust data collection software system, the assessment coordinators provided clarity and explanation of the QAS, how data is analyzed and where it is stored. Component 5.1 - In an interview with the EPP assessments coordinator and administration, and the EPP addendum, it was verified that validity and reliability of the NE clinical practice rubric (NCPR), have been established by the NE department of education (5.1.10). Additionally, the EPP validated in (5.1.11) that the Burros Center fo testing indicates that the NCPR is both valid and reliable for measurements purposes (5.1.06). Lastly, the EPP verified in the addendum that content and validity of the revised EGP has been established by the use of the Lawshe method (5.1.13).
- 2 .
- Component 5.1 - In interviews with the EPP assessment coordinator and administration, it was verified with clarity, that the Assessment Calendar is used to track check points (3 check points), and timelines for administering assessments and monitoring progress of candidates. Component 5.2 - In interviews with the EPP assessment coordinator, administration and demonstration of the QAS, it was validated that data and resulting interpretations from the recently "revised", re-implemented QAS, are being used in order to determine continuous improvements.
- 3 .
- Component 5.3 - In review of the EPP addendum, and interviews with the assessment coordinator and administration, evidence was verified to support the first-year teacher survey and results (5.1.18), and the principal survey and results (5.1.19). Component 5.3 - A review of the EPP addendum (5.3.05) provides evidence that a summary report and an EPP specific are provided by the NEDOE. Component 5.3 - A review of the EPP addendum, and interviews with the assessment coordinator and administration, evidence was verified of graduate completers survey/results (5.1.16). Component 5.3 - A review of the EPP addendum and and interview with the assessment coordinator and administration, verify evidence of common metrics satisfaction exit survey (5.1.16), for Fall 2018 and Spring 2019. A summary of of results were verified in addendum (5.3.06).
- 4 .
- Component 5.3 - A review of the EPP addendum (5.1.20; 5.1.22), and interview with the assessment coordinator, verified evidence of supervisor perceptions of graduate survey/results. Component 5.3. - A review of the EPP addendum (5.1.16), and interview with the assessment coordinator, verified evidence of the NeXT survey/results. Component 5.4 - In interviews with the EPP assessment coordinator, administration and demonstration of the QAS, it was validated that data and resulting interpretations from the recently "revised", re-implemented QAS, are being used in order to determine continuous improvements. Component 5.5 - Interviews with the the EPP's professional progress committee (PPC) (, the candidate review committee (CRC), the advisory council to educator preparation (ACEP) committee, college supervisors, cooperating teachers, faculty and adjuncts, validated the EPP involves them in program evaluation and improvement.

**2. Summary regarding completeness and accuracy of evidence related to Standard 5:**

**a. Summary of findings**

Component 5.1: - STIPULATION: "There is limited evidence of a quality assurance system." -

The EPP provided a power point presentation to explain the Assessment Calendar document and how the EPP used it to organize and monitor candidate check points, bench marks, and administration of the multiple assessment instruments in the QAS. Interviews with the members of the Teacher Preparation and Assessment Committee (TEPAC), confirmed that the QAS is hosted by a software program called Chalk and Wire. A demonstration of how Chalk and Wire and the QAS functions confirmed the EPP can collect data on candidates through various assessment instruments and surveys. The Chalk and Wire software allow disaggregation of data and creation of multiple reports. The EPP provided documentation of the assessments and survey instruments used in the QAS in the addendum.

In the presentation/demonstration of the EPP's Quality Assurance System by the assessment administration, it was verified that the EPP does have a QAS, and is comprised of multiple measures that can monitor candidate progress, and completer achievements. The EPP QAS's operational effectiveness, is in the process of being determined by the EPP enhancing the validity and reliability of EPP-created assessments, as well as incorporating more proprietary assessments, as the QAS has been recently "revised" and re-implemented. Results of operational effectiveness will be determined as a result of review of assessment processes and recommendations

Attachment: WSC Aruba Location Application Full Document (2570 : New International Location in Aruba for Wayne State College)

from their external partner -Advisory Council (ACEP) at the end of Fall 2019.

The QAS is stored on the "Chalk and Wire" version software housed in the EPP, and accessible by education faculty, candidates, college supervisors, cooperating teachers, and program advisors. Each candidate has an individual "ePortfolio" on Chalk and Wire, where data about their candidacy is housed. Candidates purchase a subscription to "ePortfolio" software and Chalk and Wire no later than their second year at Wayne State College. The QAS includes proprietary assessments, EPP created assessments, and validated survey tools. The EPP has created an Assessment Calendar to organize and track the multiple assessments. The EPP faculty provided a presentation to explain the use of the Assessment Calendar in the QAS at the site visit. The Assessment Calendar is used to track check points (3 check points), and timelines for administering assessments and monitoring progress of candidates.

The site team recommends that the STIPULATION FOR COMPONENT 5.1 BE REMOVED.

Component 5.2 - In interviews with the EPP assessment coordinator, administration and partnership advisory committee, it was verified that the EPP has implemented and maintains a quality assurance system that relies on relevant, verifiable, representative measures that are designed to meet high standards and evaluate not only the effectiveness of program completers, but support a cycle of continuous data-based program improvement.

All general rules for component 5.2 are met at the minimal level of compliance according to the preponderance of evidence presented by the EPP.

Component 5.3 - STIPULATION: "There is no compelling evidence that data are systematically and regularly used as a basis for continuous improvement."

The EPP provided evidence of a QAS in the presentation of their "Chalk and Wire"/ePortfolio software program, and Wildcats Online, they use to regularly and systematically assess candidate performance against its goals and relevant standards. The EPP provided evidence of the progress made to continuously make improvements in the QAS since they "revised", and re-implemented it since their last visit in 2017. The EPP provided an historical review of how the QAS was developed, who participated in the development, and how it has evolved from its initial implementation many years ago under a previous administration. The EPP provided a review of the WSC QAS Flowchart, reflecting the "points" at which candidate assessments are entered, data collected/shared/reviewed/results & actions. In addition, an overview of the Assessment Calendar, outlining the assessment, purpose of the assessment, when administered, administered/completed by whom, and where located in the QAS.

The EPP has made several "revisions" to, and re-implemented the QAS following the 2017 site visit, and a change in administration. Tracking results overtime, testing innovations and the effects of selection criteria on subsequent progress and completion, and using results to improve program elements and processes, is still ongoing and continuing efforts should make the connections between data and resulting outcomes more explicit, and program improvement.

The site visit team recommends that the STIPULATION for COMPONENT 5.3 BE REMOVED.

Component 5.4 - There is a lack of evidence that the EPP is utilizing all available measures of completer impact on P-12 student growth as a means of program decision-making, resource allocation, and future direction for program improvement.

Component 5.5 - In interviews with the EPP's external advisory council to educator preparation committee (ACEP)-(5.5.01); the educator preparation assessment committee (TEPAC) - (5.5.07); professional progress committee (PPC), the candidate review committee (CRC), college supervisors, cooperating teachers, faculty and adjuncts, validated the EPP involves them in program evaluation and improvement.

**b. Evidence that is consistent with meeting the standard**

Component 5.1 - The EPP provided validity and reliability determinations for the assessment and survey instruments. In interviews, candidates, education faculty, college supervisors, content faculty, college advisors, cooperating teachers, and principals confirmed their knowledge and familiarity with the assessment and survey instruments. Two graduated candidates confirmed receiving the Nebraska First-Year Teacher Survey after completing their first year of teaching. Principals or supervisors receive two distinct survey instruments to complete on first- year teachers from WSC in their district. One of these surveys is the Nebraska First-Year Teacher survey sent by the Nebraska Department of Education and the second survey is the Common Metrics Supervisor Survey, developed by the NEXt consortium and sent by WSC EPP. The principal may do two surveys on first-year teachers, but they are two different surveys. This clarified the possibility that a principal responded twice to a single survey for completers.

Component 5.2 - While specific evidence of content validity, inter-rater reliability, and three cycles of data are not completely presented for all elements of the assessment system, there is evidence that the system has been designed to ensure these attributes are in place when enough time is allowed for full collection, analysis, and implementation of data results are allowed.

Component 5.3 - The EPP provided a presentation and flow chart of the QAS, evidencing that the provider regularly and systematically assesses performance against goals and relevant standards.

Component 5.5 - In interviews with the EPP's professional progress committee (PPC), the candidate review committee (CRC), college supervisors, cooperating teachers, faculty and adjuncts, it was validated that the EPP involves them in program evaluation, improvement, and identification areas for improvement, and program effectiveness.

**c. Evidence that is inconsistent with meeting the standard**

Component 5.3 - The EPP has recently made several "revisions" to, and re-implemented the QAS following the 2017 site visit, and a change in administration.

Attachment: WSC Aruba Location Application Full Document (2570 : New International Location in Aruba for Wayne State College)

Tracking results overtime, testing innovations and the effects of selection criteria on subsequent progress and completion, and using results to improve program elements and processes, does not provide sufficient evidence, at this time. However, continuing efforts should be made to make the connections between data and resulting outcomes for program improvement.

Component 5.4 - There is a lack of evidence that the EPP is utilizing all available measures of completer impact on P-12 student growth as a means of program decision-making, resource allocation, and future direction for program improvement. Since Nebraska, as a state, does not provide standardized outcome data on P-12 achievement and does not mandate standardized testing, the collection of such outcome data is more of a challenge. Even so, while the EPP has participated in some analysis of data using surveys, hiring, retention, and anecdotal reports, evidence was not provided that an analysis of trends in data, comparison of benchmarks, changes in candidate preparation, resource allocation, or future direction were linked or related to formal and/or specific analysis of P-12 student growth data.

Evidence was provided that both external advisory groups and internal student monitoring bodies considered data trends as discussion topics, there was not evidence that such sharing and review resulted in recommendations or action taken as a result. As in previous components, this is still an ongoing and relatively new assessment system for the EPP, and continuing efforts should make the connections between data and resulting outcomes more explicit.

**3. Recommendations for new areas for improvement and/or stipulations including a rationale for each**

**Area for Improvement**

Area for Improvement	Rationale
Tracking results overtime, testing innovations and the effects of selection criteria on subsequent progress and completion, and using results to improve program elements and processes, is not sufficient at this time, but is still ongoing. (component 5.3)	The EPP has not tracked results overtime, tested innovations, and effects of criteria, evaluated and implemented recommendations from the ACEP, and implement continuing efforts to make the connections between data and resulting outcomes.
The EPP does not utilize all available measures of completer impact on P-12 student growth as a means of program decision-making, resource allocation, and future direction for program improvement. (component 5.4)	The EPP's newly revised and implemented QAS does not enable it, at this time, to effectively measure completer impact on P-12 student growth.

**Stipulation**

Stipulation	Rationale

**Section 3: Cross-cutting Themes of Diversity and Technology**

**1. DIVERSITY**

**a. Summary regarding adequacy and accuracy of evidence related to diversity**

\_\_\_\_\_

**b. Evidence that adequately and accurately demonstrates integration of cross-cutting theme of diversity**

\_\_\_\_\_

**c. Evidence that inadequately demonstrates integration of cross-cutting theme of diversity**

\_\_\_\_\_

Attachment: WSC Aruba Location Application Full Document (2570 : New International Location in Aruba for Wayne State College)

Note: Recommendations for new areas for improvement and/or stipulations including a rationale for each are cited under the relevant standard(s)

**2. TECHNOLOGY**

**a. Summary regarding adequacy and accuracy of evidence related to technology**

\_\_\_\_\_

**b. Evidence that adequately and accurately demonstrates integration of cross-cutting theme of technology.**

\_\_\_\_\_

**c. Evidence that inadequately demonstrates integration of cross-cutting theme of technology.**

\_\_\_\_\_

Note: Recommendations for new areas for improvement and/or stipulations including a rationale for each are cited under the relevant standard(s)

**Section 4: Area(s) for Improvement cited from previous accreditation review, if any**

**Area(s) for Improvement cited from previous accreditation review, if any**

Area for Improvement:	Rationale:

**Section 5: Response to the Selected Improvement Plan (SIP)**

(Use the Rubric for Evaluating the Capacity and Potential in the SIP)

**1. Summary of findings and overall evaluation of Selected Improvement Plan**

\_\_\_\_\_

**a. The EPP's capacity for initiating, implementing and complete the SIP.**

\_\_\_\_\_

**b. The potential of the SIP to have a positive impact on the EPP and its candidates.**

\_\_\_\_\_

**c. The proposed use of data and evidence.**

\_\_\_\_\_

**d. The potential of the EPP to demonstrate a higher level of excellence beyond what is required in the standards**

\_\_\_\_\_

**Evaluation of the Selected Improvement Plan (SIP)**

This rubric is intended to be used as a tool by the site visit team to provide feedback to an EPP on the Selected Improvement plan and its progress, including (a) its capacity for initiating, implementing, and completing a Selected Improvement Plan (SIP); (b) the potential of the SIP to have a positive impact on the EPP and its candidates; (c) the proposed use of data and evidence; (d) the potential of the EPP to demonstrate a higher level of excellence beyond what is required in the standards. An overall evaluation of the SIP is also provided.

Click [here](#) to open the rubric in a new window.

**Sources of Evidence**

**List of interviews and participants**

SEE BELOW

**List of exhibits reviewed /List additional sources consulted (website, etc.)**

SEE BELOW.

Please upload sources of evidence and the list of persons interviewed.

WSC ONSITE INTERVIEW SCHEDULE
WSC ONSITE VISIT INTERVIEWEES
WSC QAS - STD 5
WSC QAS ASSESSMENT CALENDAR
WSC ACEP COMMITTEE - STD 5.5.01
WSC -EVIDENCE STD 5.5.02
WSC ACEP - STD 5.5.06

See **Attachment** panel below.

Attachment: WSC Aruba Location Application Full Document (2570 : New International Location in Aruba for Wayne State College)



# Wayne State College

## Nebraska Department of Education Accreditation Letter

The accreditation letter from the Nebraska Department of Education serves as the official notification of continuing state approval for the operation of the educator preparation program at Wayne State College (WSC).



# NEBRASKA

## DEPARTMENT OF EDUCATION

August 17, 2017

Phyllis Spethman, Director of Professional Education Services  
Wayne State College, School of Education and Counseling  
1111 Main Street  
Wayne, NE 68787

Dear Phyllis:

This letter serves as official notification of continuing state approval for operation of the educator preparation program at Wayne State College (WSC) for the next seven-year cycle, provided all required reports are submitted each year. The Nebraska Council on Teacher Education (NCTE) recommendation for approval was forwarded to the Commissioner and subsequently, full approval was granted by the Nebraska State Board of Education at their August 4, 2017 meeting.

All segments of the Nebraska program standards (Rule 20 and Rule 24) have been met. Teams of reviewers examined the WSC Rule 20 Institutional Report and Rule 24 folios during the off-site review held June 27, 2016. This was followed by the March 12-14, 2017 on-site state approval visit where interviews were conducted with stakeholder groups and individuals to validate the information provided and to gain additional information about the characteristics and quality of WSC educator preparation programs. Finally, WSC personnel presented their rejoinder to the NCTE Executive Committee on April 21, 2017. It was evident through the approval process that WSC is committed to producing quality educators as evidenced by changes implemented since the last state approval visit and ongoing program evaluation addressing program improvement needs, as well as the changing needs of educator preparation at WSC.

This accomplishment represents significant work by the School of Education and Counseling faculty and many other faculty and staff members. The dedication exhibited by the entire unit faculty to their students is to be commended. The whole campus should celebrate the accomplishments that were witnessed through the review of all materials and the conversations with candidates, graduates, advisory committee members, school administrators, and others.

On behalf of the Nebraska Department of Education, congratulations and thank you for your continuing efforts to prepare well-qualified and effective educators for Nebraska's students!

With best regards,

Pat Madsen, Adult Programs Education Specialist

Sharon Katt, Adult Programs Administrator

# Wayne State College

Higher Learning Commission (HLC)  
Institutional Status and Requirements Report (ISR)  
Reaffirmation of Accreditation Letter, May 13, 2015



# Wayne State College

## Institutional Status and Requirements Report

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### Institution and Contact Information

Institution ID:	1495
Institution Name:	Wayne State College
Institution Address:	1111 Main Street, Wayne, NE 68787
Phone:	(402) 375-7000
Web Page:	www.wsc.edu
Accreditation Liaison Officer (ALO) :	Suzanne Sydow (susydow1@wsc.edu)
Assurance System Coordinator :	Suzanne Sydow (susydow1@wsc.edu)
Chief Academic Officer (CAO) :	Steve Elliott (stellio1@wsc.edu)
Chief Executive Officer (CEO) :	Marysz Rames (marames1@wsc.edu)
Chief Financial Officer (CFO) :	Angela Fredrickson (anfredr1@wsc.edu)
Data Update Coordinator :	Jeannette Barry (jebarry1@wsc.edu)

### Accreditation Status

Accreditation Status:	Accredited
Accredited	01/01/1917 -
Nature of Institution	
Control:	Public
Degrees Awarded:	Bachelors, Masters, Specialist
Reaffirmation of Accreditation	
Year of Last Reaffirmation of Accreditation:	2014 - 2015
Year of Next Reaffirmation of Accreditation:	2024 - 2025

<b>Accreditation Liaison</b>	Gigi Fansler
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### Accreditation Stipulations

#### General:

Accreditation at the Specialist's level is limited to the Specialist's degree in School Administration

#### Additional Location:

The institution has been approved for the Notification Program, allowing the institution to open new additional locations within the 19-state North Central region.

#### Distance and Correspondence Courses and Programs:

Approved for distance education courses and programs. The institution has not been approved for correspondence education.

**Accreditation Events**

Accreditation Pathway: Open Pathway, Year 4

## Upcoming Events:

Comprehensive Evaluation: 2024 - 2025

The team should review that the institution has completed its plan to come into compliance with the faculty qualification requirement.

Quality Initiative Report: 08/31/2024

Quality Initiative Proposal: 08/31/2022

Assurance Review: 06/17/2019

The institution was granted an extension until September 1, 2022 to become compliant to the faculty qualification requirement.

## In-process Events:

**Monitoring**

Upcoming Events:

In-process Events:

**Institutional Data****Educational Programs Offered****Undergraduate**

Associate Degrees 0

Baccalaureate Degrees 32

**Graduate**

Master's Degrees 6

Specialist Degrees 1

Doctoral Degrees 0

**Certificates**

0

**Extended Operations****Branch Campuses****Additional Locations**

College Center at South Sioux City , 1001 College Way , South Sioux City, NE, 68776 - Active

Fremont, Fremont Middle School, 540 Johnson Road, Fremont, NE, 68025 - Active

Grand Island, Northwest High School, Grand Island, NE, 68803 - Active

Grand Island 2, Kneale Administration Building, Grand Island, NE, 68803 - Active

Norfolk, Northeast Comm. College, 801 E. Benjamin Ave, Norfolk, NE, 68701-6831 - Active

Omaha, Fort Omaha Campus, Metropolitan Community College, Omaha, NE, 68111 - Active

West Point, Nielsen Community Center, West Point, NE, 68788 - Active

## Distance Delivery

The stipulation regarding Distance and Correspondence Courses and Programs under the heading Accreditation Stipulations identifies the approval level regarding the institution's offerings. HLC does not display information regarding each distance education offering at an institution.

## Correspondence Education

## Contractual Arrangements

## Consortial Arrangements

## Non-Financial Indicators

## Financial Indicators

## Other Accreditors

Agency	End Date (If Applicable)
National Association of Schools of Art and Design (NASAD) - Good Standing	
Council for Accreditation of Counseling and Related Educational Programs (CACREP) - Good Standing School of Education and Counseling	
Council for the Accreditation of Educator Preparation (CAEP) - Sanction Probation	
Council for Standards in Human Service Education (CSHSE) - Good Standing B.S. in Human Service Counseling	
International Accreditation Council for Business Education (IACBE) - Good Standing	
National Association of Schools of Music (NASM) - Good Standing	

## History

12/12/2017 - Multi Location Visit, Report Accepted. Norfolk, West Point

9/20/2017 - Institutional Change: Program, No Review. Request for approval to offer the Master of Science in Education: Special Education.

5/4/2015 - Quality Checkup, Continue Accreditation. IAC removed the evaluation recommendation for an interim report. The institution submitted additional information to IAC which clarified the matter of General Studies coursework, the basis for the Interim Report recommended by the team. The General Studies coursework has been removed from application to degree requirements.

11/12/2013 - Strategy Forum.

9/24/2013 - Institutional Change: Notification, Request Approved. Request for access to the Notification Program for additional locations.

8/19/2013 - Multi Location Visit, Report Accepted. College Center at South Sioux City , Fremont

11/15/2010 - , Additional location. Desk Review: additional location in South Sioux City, NE.

2/25/2009 - AQIP, Systems Appraisal Feedback Report.

5/29/2008 - Staff Action, New degree site wording amended. The Commission's Streamlined Approval Process is only available for offering existing degree programs at new sites within the state. Out of state offerings are limited to the Bachelor of Science in Business, Master of Science in Education (M.S.E.) in Counselor Education and other courses in the Sioux City and Fort Dodge, Iowa areas.

5/8/2008 - AQIP, Reaffirmation of Accreditation.

1/16/2008 - Assessment, Academy Participation. Participating in the Academy for Assessment of Student Learning.

5/23/2007 - AQIP, Quality Checkup Report.

12/15/2006 - AQIP, Distance delivery. Distance delivery of MBA and Education Specialist.

12/15/2006 - AQIP, Distance education wording. Prior Commission approval required for distance education programs other than the Master of Business Administration and Education Specialist degree.

11/22/2002 - Staff Recommendation, Degree site wording amended. Approval to offer BS in Business in Sioux City, Iowa.

11/20/2000 - AQIP, Participation in AQIP. Agreement signed for Participation in AQIP.

11/20/2000 - AQIP, Schedule Reaffirm. of Accred.. Current accreditation status extended to 2007-08.

8/7/1998 - Focused Visit, Degree site wording amended. No prior Commission approval required for offering existing degree programs at new sites within the state. Out-of-state offerings are limited to the Master of Science in Education (M.S.E.) in Counselor Education and other courses in the Sioux City and Fort Dodge, Iowa, areas.

8/7/1998 - Focused Visit, New Program Added. Approval to offer the M.S. in Education in Counselor Education

8/7/1998 - Focused Visit, New Site Added. Add sites in Sioux City and Fort Dodge, Iowa.

11/14/1997 - Focused Visit, Focused Visit Completed. Evaluation focused on the College's MBA program

11/9/1994 - Staff Action, Progress report accepted. Report on specific issues related to its plan to document student academic achievement.

8/7/1992 - Continued Accreditation, Accreditation continued. Accreditation continued at Specialist's level

8/7/1992 - Continued Accreditation, Focused Visit Scheduled. Evaluation focused on the College's MBA program

8/7/1992 - Continued Accreditation, Progress report required. 3/1/93: report focused on progress made in meeting the NCA's mandated directives on assessment.

6/21/1985 - Focused Visit, Focused Visit Completed. Evaluation focused on the adequacy of faculty and library resources to support the Specialist degree program.

10/26/1982 - Continued Accreditation, Accreditation continued.

10/26/1982 - Continued Accreditation, Focused Visit Scheduled. Evaluation focused on the adequacy of faculty and library resources to support the Specialist degree program.

10/26/1982 - Continued Accreditation, Highest Degree Change. Accreditation at Specialist's level

10/26/1982 - Continued Accreditation, Stipulation Changed. Accreditation at the Specialist's degree-granting level is limited to the Specialist degree in School Administration.

11/28/1977 - Change Visit, Consultant Assigned.

7/25/1977 - Continued Accreditation, Accreditation continued. Accreditation continued at Master's level

7/25/1977 - Continued Accreditation, Stipulation Changed. No new Master's degree programs are to be initiated until the next evaluation is completed.

3/26/1969 - Continued Accreditation, Accreditation continued.

3/26/1969 - Continued Accreditation, Stipulation Added. Any expansion of programs at the graduate level may take place only after a full re-examination.

8/4/1967 - Staff Action, Progress report accepted.

8/4/1966 - Staff Action, Progress report accepted.

3/29/1966 - Historical Change Process, Deg. Chge. Request in Progress. Preliminary accreditation granted for Master's degree in Guidance and Counseling

8/5/1965 - Staff Action, Progress report accepted.

6/19/1964 - Staff Action, Progress report accepted.

1/1/1963 - Staff Action, Progress report accepted.

3/28/1962 - Historical Change Process, Deg. Chge. Request in Progress. Full accreditation granted for the Master of Science in Education programs in elementary and secondary education

1/1/1962 - Historical Accreditation Process, n/a. Leadership Training Project (LTP) visit

9/26/1961 - Historical Change Process, Deg. Chge. Request in Progress. Full accreditation granted for the Master of Science in Education programs in elementary and secondary education, subject to final approval at the 1962 Annual Meeting.

9/26/1961 - Historical Change Process, Progress report required. Annual progress reports for next three years

5/1/1961 - Historical Change Process, Deg. Chge. Request in Progress. Submitted supplement to self-study in application for preliminary accreditation of Master's program.

4/1/1959 - Historical Change Process, Deg. Chge. Request in Progress. Denied accreditation of Master's program; permission to continue program and reapply for accreditation in three years.

6/1/1950 - Historical Change Process, Deg. Chge. Request in Progress. College permitted to establish Master's degree program.

1/1/1940 - Historical Accreditation Process, Progress report required. Report on graduate work

1/1/1938 - Historical Accreditation Process, Accreditation continued.

1/1/1937 - Historical Accreditation Process, Accreditation continued.

1/1/1937 - Historical Accreditation Process, Progress report accepted. Report on faculty recruiting

1/1/1936 - Historical Accreditation Process, Progress report accepted. Report on faculty recruiting

1/1/1936 - Historical Accreditation Process, Progress report required. Report on faculty recruiting

1/1/1935 - Historical Accreditation Process, Accreditation continued.

1/1/1935 - Historical Accreditation Process, Progress report required. Report on faculty recruiting

1/1/1933 - Historical Accreditation Process, Accreditation continued. Accredited as a college

1/1/1932 - Historical Accreditation Process, Accreditation continued. Declined accrediting as a college; continued on teacher-training list

1/1/1931 - Historical Accreditation Process, . Declined accrediting as a college

1/1/1917 - Historical Accreditation Process, Accreditation granted. Accredited as teachers college





230 South LaSalle Street, Suite 7-500 | Chicago, IL 60604-1411  
312-263-0456 | 800-621-7440 | Fax: 312-263-7462 | [ncahlc.org](http://ncahlc.org)

May 13, 2015

Mr. Curt Frye  
President  
Wayne State College  
1111 Main Street  
Wayne, NE 68787

Dear President Frye:

This letter serves as formal notification and official record of action taken concerning Wayne State College by the Institutional Actions Council of the Higher Learning Commission at its meeting on May 4, 2015. The date of this action constitutes the effective date of the institution's new status with HLC.

**Action.** IAC continued the accreditation of Wayne State College with the next Reaffirmation of Accreditation in 2022-23.

**Rationale:** IAC removed the evaluation recommendation for an interim report. The institution submitted additional information to IAC which clarified the matter of General Studies coursework, the basis for the Interim Report recommended by the team. The General Studies coursework has been removed from application to degree requirements.

In two weeks, this action will be added to the *Institutional Status and Requirements (ISR) Report*, a resource for Accreditation Liaison Officers to review and manage information regarding the institution's accreditation relationship. Accreditation Liaison Officers may request the ISR Report on HLC's website at <http://www.hlcommission.org/isr-request>.

Information on notifying the public of this action is available at <http://www.hlcommission.org/HLC-Institutions/institutional-reporting-of-actions.html>.

If you have any questions about these documents after viewing them, please contact the institution's staff liaison Eric Martin. Your cooperation in this matter is appreciated.

Sincerely,

Barbara Gellman-Danley  
President

CC: ALO

# Wayne State College

News Release

April 23, 2019 in Aruba

**To be released after Easter Holidays** – April 23, 2019 in Aruba.



L-R: Dr. Marysz Rames, president of WSC, and Minister Joselin Croes

Joselin Croes, Minister Plenipotentiary for Aruba in the United States, visited Wayne State College (WSC) April 17-18 and signed a Letter of Support with the College that allows students from Aruba to study at WSC for a substantially reduced cost. The visit to WSC in Wayne, Neb., came at the invitation of Dr. Marysz Rames, president of Wayne State College.

Established in 1910, Wayne State College is a leading comprehensive college located on a 128-acre campus. The College is best known for its friendly atmosphere, exceptional academic reputation, success of its graduates, and affordability.

Dr. Rames encourages Aruba students to take advantage of this opportunity and receive a high quality, four-year college education leading to a bachelor's degree that is affordable and accessible.

Starting this fall, Wayne State College will honor the reduced tuition rate program for incoming freshmen, transfer, and graduate students from Aruba who are enrolled in non-online programs. In order to be eligible for the Nebraska resident tuition rate, all applicants from Aruba must:

1. Meet all requirements for international student admission as published on the WSC website at [www.wsc.edu/international](http://www.wsc.edu/international).
2. Freshmen must meet one of the following: (a) score a 22 ACT or 1100 SAT or above; or (b) reside in WSC housing and purchase an on-campus (non-commuter) meal plan; or (c) once they have earned a cumulative 2.5 GPA for all coursework attempted at Wayne State College.
3. Transfer students are eligible for the program.

4. To continue in the program, Aruba undergraduate students are required to maintain eligibility for enrollment.
5. Graduate students must have a cumulative GPA of 3.5 for previous work attempted at all colleges attended. To continue in the program, graduate students are required to maintain a 3.5 cumulative GPA.

Minister Croes was enthusiastic to sign the support letter this April, “so that potential students can still apply to Wayne State College this year,” she said. Kevin Halle, Director of Admissions at Wayne State College, confirmed that the deadline for admission to start the Fall 2019 semester in August is July 1. Students can visit [www.wsc.edu/international](http://www.wsc.edu/international) to apply.



L-R: Dr. Christian Legler, Dr. Johanna Barnes, Dr. Thomas Browning, Minister Joselin Croes, and Dr. Nicholas Shudak

Minister Croes had in-depth discussions on teacher education with Dr. Nicholas Shudak, Dean of Education and Counseling, and faculty members Dr. Johanna Barnes, Dr. Thomas Browning, and Dr. Christian Legler. They discussed the potential for internships for third-year IPA students with the Wayne Community Schools to gain experiences and the perspective of the U.S. Heartland.

“There is great potential for capacity building of in-service teachers, with opportunity to earn a Master of Science in Education (MSE) using various options currently available at WSC,” Dr. Shudak said. Their meeting included a site visit to the local elementary and high school in Wayne.

Minister Croes also received a comprehensive overview of WSC's majors and minors from discussions with Dr. Yasuko Taoka, Dean of Arts and Humanities, Dr. Vaughn Benson, Dean of Business and Technology, and Dr. Tammy Evetovich, Dean of Natural and Social Sciences. They identified various areas with potential for a partnership with the University of Aruba. Dr. Rames confirmed that outcomes of these discussions will be part of a broad Memorandum of Understanding (MoU) that will include opportunities for dual credit, transfers, internships, exchange programs in health, business, hospitality, and STEM, and opportunities for WSC students to get a minor in sustainability studies. Other areas of interest include career development for youth.



L-R: Dr. Vaughn Benson, Dr. Yasuko Taoka, Minister Joselin Croes, and Dr. Tammy Evetovich

The college is committed to fostering a dynamic learning environment that strives to enrich the quality of life for all individuals by assisting them in developing a sense of identity, pride, and social responsibility that will prepare them for success in the global community. Minister Croes also toured the campus and learned about services and resources available to students include academic support, counseling services, student health, career services, housing, student activities, and international student services.

Wayne State College is home to 13 teams at the NCAA Division II level and several club sports and intramural teams. Wayne State is a state-funded, public four-year institution offering high-quality

education that is recognized globally. The college's 3,400 students includes international students from 23 countries who greatly contribute to the diversity of the Wayne State community.

# Wayne State College

## Branding Standards Manual

### College Relations

Effective branding of the College will advance four basic objectives.

- Increase overall awareness of Wayne State College.
- Increase prospective student interest in Wayne State College.
- Create a stronger connection between the College and current students, alumni, and donors.
- Enhance relations with the community of Wayne as well as with key decision makers.

The essence of the Wayne State brand is really a culmination of all the things that drive us as an organization. It is truly the core of who we are, and the message we send to our target audience should reflect this. In order to help define our brand essence, the values and voice of Wayne State College are outlined in the Branding Standards Manual created by the College Relations Department.

Branding Standards Manual

Established October 2010 / Revised July 2017



## Overview

Our brand is what makes Wayne State College unique and sets us apart from other colleges and universities. It's how we are recognized—and remembered—by our target audience.

While branding traditionally originates from the marketing department, it can only be effective if consistency is used across campus. It's important that we all take steps to appropriately manage our brand, and this branding document is designed to help us do just that.

## Objectives

Effective branding of the college will advance four basic objectives:

- Increase overall awareness of Wayne State College.
- Increase prospective student interest in Wayne State College.
- Create a stronger connection between the college and current students, alumni, and donors.
- Enhance relations with the community of Wayne as well as with key decision makers.

## Target Audience

The college's brand is designed to resonate with all of the audiences that are (or could become) invested in Wayne State. Those audiences include the following:

- Primary: prospective students, transfer students, current students, parents of prospective students
- Secondary: alumni, donors, decision makers, current students, and community



## Brand Essence

The essence of the Wayne State brand is really a culmination of all the things that drive us as an organization. It is truly the core of who we are, and the message we send to our target audience should reflect this. In order to help define our brand essence, the values and voice of Wayne State College have been outlined below.

## Brand Messaging Platform

The Wayne State brand messaging platform captures “why we do what we do” and “who and what we are” in order to fully and artfully articulate it to core audiences. The Wayne State platform identifies the college’s strengths in concise and aspirational terms. The platform is built in such a way to allow for creativity in telling the Wayne State story in a variety of compelling and emotional ways to connect with our audience and ignite action.

### The platform:

1. Quality
2. Value
3. Outcomes
4. Community and engagement
5. Location

## Tagline

The Wayne State tagline is “Our Focus is Your Future”. The tagline makes clear the relationship between the college and its students. By speaking about students’ futures, the tagline puts outcomes at the center of what we do. Of course, none of this is possible without quality academic programs.

**What it means for students and their parents:** Wayne State is committed to their aspirations.

## How we work together for the future:

**QUALITY ACADEMICS:** Students follow their passion from among many excellent academic programs and majors. Through personalized education, we provide an environment that fosters learning and academic excellence.

**VALUE:** We are the most affordable institution in the region. Students are not burdened by debt after graduation, which gives them freedom not only financially but the freedom to make further life choices.

**OUTCOMES:** After graduation, our students land successful careers in their chosen fields. Our graduates go on to pursue careers but also become better people; more confident, more worldly, better prepared.

**COMMUNITY:** We foster a feeling of family through small classes and a friendly, safe and inviting campus. Students have an impact on their communities through service-learning and become more globally aware and socially responsible. Students are engaged on campus through on-campus programming, student activities, clubs and organizations.

**LOCATION:** We are ideally located for many students.

## Why we focus on the future of our students:

**QUALITY ACADEMICS:** Educated citizens form the backbone of a thriving society.

**VALUE:** Students should not be burdened with debt as a result of pursuing an education. Less individual debt equals a more productive economy and society.

**OUTCOMES:** Our students should be able to trust that the education they earn here will provide them with the path to the life they want. A degree from Wayne State can take students anywhere, from the job force to graduate school.

**COMMUNITY:** Service-learning and social responsibility build better towns, cities, and states and provide excellent learning experiences outside of the classroom.

**LOCATION:** We are ideally located for many students.



## Brand Messaging

Messaging for Wayne State College should always communicate the core benefits we provide to our various audiences through explicit (spelled out in words) and implicit (conveyed with graphics, layouts, tone, etc.) content.

### Positioning Statement

The following positioning statement can be used as a basis for all general communications regarding Wayne State.

Wayne State College is committed to offering students more than just an education. We provide them with an overall experience that will help them succeed in life. Our list of more than 90 areas of undergraduate study is perfectly complemented by small class sizes, hands-on learning, caring professors, plenty of activities to get involved in, and a friendly campus. And with a price tag that is among the most affordable in the region, Wayne State puts all of this within every student's reach.

### Key Messages

Wayne State College consistently communicates four benefits to our audience. These are Quality, Value, Outcomes, and Community. When discussing these points, please consider the following messaging.

### 1. Quality Academic Programs

- Wayne State has more than 90 programs of study that allow students to follow their passions through our academic paths.
- 99.8 percent of our recent graduates are either employed or in graduate school in their field of study (based on the 2016 graduate survey, which had an 85 percent response rate).
- Each of our academic schools has "Centers of Excellence" that can be leveraged in stories and marketing materials to demonstrate overall excellence of each of the schools..
- Our current students and recent graduates can tell our stories the best. Testimonials from these core groups provide valuable support for the work we are doing.
- Students are active in a variety of organizations and activities on campus.

### 2. Value

- Wayne State offers a private school experience at a public school price.
- Our tuition is among the most affordable in the region.
- There are a number of scholarship opportunities that help make tuition even more affordable. The Wayne State Foundation disburses more than \$2 million to WSC students each year.

- Financial aid is readily available, and more than 83 percent of Wayne State students receive some form of it. Wayne State graduates leave the college with average total indebtedness of \$23,492, which is less than the national average of \$26,830 .

### 3. Outcomes: Success in the classroom and the real world

*When communicating outcomes for high school students, keep in mind it is hard for the average high school student to see themselves five to 10 years in the future...use fresh graduates who are leaving with a job in hand or have the job wanted they wanted a year after graduation.*

- All programs at WSC are career-focused, meaning students will be prepared for jobs after graduation.
- Classes are taught by professors, not teaching assistants. More than 80 percent of WSC faculty hold the highest degree in their fields. This ensures that students receive the instruction they need.
- Hands-on programs such as NENTA in the School of Education and Counseling and a progressive internship program give students real-world experience.
- The School of Arts and Humanities provides about 90 music events each academic year, which translates to performance opportunities for 175-200 students each year. Students also get the opportunity to take to the stage for theater performances and display their art in several juried student exhibits.
- Wayne State's study abroad program gives students an international experience and the chance to learn a language in a total-immersion setting.
- Pre-professional programs are in place that guarantee admission into clinical laboratory science, dental hygiene, dentistry, medicine, pharmacy, physical therapy, physician assistant, and radiography professional programs.
- Education majors get into the classroom as early as their freshman year so they can determine early on whether the field is right for them.

- The School of Natural and Social Sciences offers Nebraska's only applied human and sport physiology program as well as the state's only nationally accredited sport management major, providing students with opportunity to earn unique degrees.
- Business and Technology students work with the latest software and industrial technologies to ensure they have real-world experiences before entering the work force.
- Undergraduate and graduate students in the exercise science/wellness program have access to a state-of-the-art human performance lab.
- The WSC Honors Program is available for students who want an additional academic challenge.
- Our career services program helps students find jobs during school and after graduation.

### 4. Community

- Wayne State faculty and staff are committed to the success of their students.
- Our professors make it a priority to be available to students, in and out of the classroom.

## Strategic Marketing

The purpose of Wayne State's strategic marketing plan is to define the college's marketing goals, identify audiences, develop and define core messages, and provide details about the strategies and tactics the college will employ to achieve those goals. This plan ensures college marketing efforts reshape brand perception by communicating the benefits of specific academic programs, raise the college's visibility among key audiences, and drive efforts across campus to increase enrollment and retention. The strategic marketing plan is intended to serve as an information document for faculty and staff, providing clearly identified marketing goals and strategies in order to engage the entire campus as part of the college's marketing team through the use of branding toolkits and resources to promote a cohesive and spirited brand identity.

### **Wayne State College's Primary Logo: The Wordmark**

The primary logo of Wayne State College and its many parts is the customized wordmark shown on this page. It replaces all other logos representing the college on all print and electronic materials.

### **The logo must be present on all college communications**

As the primary graphic identity for the institution, the master logo must appear on all communications, including brochures, stationery, business cards, and the college website.

### **Treat the logo as artwork, not as typography**

The Wayne State wordmark is one complete digital artwork file. This customized logo is NOT a font and should not be recreated using standard fonts.

The wordmark should not be inserted into text. When the school name appears in copy, it should be spelled out as "Wayne State College," or "Wayne State" or "WSC."



The image shows the Wayne State College wordmark logo. "Wayne State" is written in a large, black, serif font. Below it, the word "College" is written in a smaller, yellow, sans-serif font, overlapping the bottom of "State".

### **Logos for Wayne State College offices and programs**

If an individual office or program on campus wishes to combine the Wayne State College wordmark logo with the name of their office or program, they must submit the request to College Relations. If the request is approved, College Relations will create the necessary files for use by the office or program. All office and program logos should adhere to this design, with the wordmark, rule, and name of the office or program in Franklin Gothic Book font. The same rules on sizing, spacing, and other incorrect usage apply.



The image shows the Wayne State College wordmark logo with a horizontal line underneath. "Wayne State" is in black serif font, and "College" is in yellow sans-serif font.

Office of Residence Life

The safe space is equal to the height of the W.



### Safe Space

A safe area around the Wayne State logo must be preserved to allow for maximum legibility of the logo. No elements such as typography, other logos, graphics or photos may intrude upon this safe area. In addition, placing the logo too close to a cut or folded edge also violates the safe area.



### Size Restrictions

In order to maximize legibility on printed materials, the WSC logo may not appear smaller than one inch horizontally.

In general, while the WSC logo must be prominently and largely displayed, it should be sized appropriately for each particular purpose. Common sense should prevail.

**Primary Wordmark:  
Incorrect Usage**

**INCORRECT USE OF THE LOGO IS  
UNACCEPTABLE.**

The Wayne State College logo should never be condensed, expanded, or altered in any fashion.

**DO NOT** tilt or transform the wordmark in any way.

*Wayne State*  
College

**DO NOT** change the color of the logo.

Wayne State  
College

**DO NOT** apply a drop shadow.

Wayne State  
College

**DO NOT** set the wordmark on a competitive background that will detract from its readability.

Wayne State  
College

**DO NOT** lock up the wordmark with other design elements to create a different logo for your department or other college unit.

Wayne State  
College

**DO NOT** reorganize or extract any elements of the wordmark.

Wayne State  
College

**NEVER** expand the logo.

Wayne State  
College

**NEVER** condense the logo.

Wayne State  
College

**NEVER** try to "recreate" the logo.

Wayne State  
College

### College Seal

The College seal is the official symbol of identification of Wayne State College. The seal is used for only the most formal occasions, appearing on College diplomas, formal invitations, and ceremonial documents deemed appropriate by the Office of the President. It is not downloadable and may not be used as a graphic element without permission from College Relations.



### WSC Colors: Primary Palette

WSC's official colors are Black and Pantone 123C. These colors, designated as WSC Black and WSC Gold, are equal in importance in identifying the college. All printed materials, whether printed on coated or uncoated stock, should match color to the coated Pantone chips. The Pantone Matching System, or PMS, is the definitive international reference for selecting, specifying, matching and controlling ink colors. It is strongly recommended that samples or press drawdowns be requested with each print job to ensure that the PMS colors are accurate. The correct and consistent use of WSC's official colors helps reinforce the college's identity.



**WSC BLACK**

**WSC GOLD**  
PANTONE® 123 C

### Official Color Translations and Web Colors



#### Proper Bridge CMYK Conversion\*

#### Uncoated print materials

C: 40	C: 0
M: 0	M: 27
Y: 0	Y: 100
K: 100	K: 0

#### Web and screen

#### Approved RGB Conversion

R: 0	R: 255
G: 0	G: 204
B: 0	B: 0

#### Approved HEX

HEX: #000000	HEX: #FFCC00
--------------	--------------

**\*DO NOT** use the direct CMYK conversion of Pantone® 123C or substitute another Pantone color



## Sans Serif Typeface Family - Can be used for headlines or body copy.

Roboto Thin  
 ABCDEFGHIJKLMNOPQRSTUVWXYZ  
 abcdefghijklmnopqrstuvwxyz  
 1234567890

Roboto Thin Italic  
*ABCDEFGHIJKLMNOPQRSTUVWXYZ*  
*abcdefghijklmnopqrstuvwxyz*  
*1234567890*

Roboto Light  
 ABCDEFGHIJKLMNOPQRSTUVWXYZ  
 abcdefghijklmnopqrstuvwxyz  
 1234567890

Roboto Light Italic  
*ABCDEFGHIJKLMNOPQRSTUVWXYZ*  
*abcdefghijklmnopqrstuvwxyz*  
*1234567890*

Roboto Medium  
**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

Roboto Medium Italic  
***ABCDEFGHIJKLMNOPQRSTUVWXYZ***  
***abcdefghijklmnopqrstuvwxyz***  
***1234567890***

Roboto Bold  
**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

Roboto Bold Italic  
***ABCDEFGHIJKLMNOPQRSTUVWXYZ***  
***abcdefghijklmnopqrstuvwxyz***  
***1234567890***

Roboto Black  
**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

Roboto Black Italic  
***ABCDEFGHIJKLMNOPQRSTUVWXYZ***  
***abcdefghijklmnopqrstuvwxyz***  
***1234567890***

Roboto Condensed Light  
 ABCDEFGHIJKLMNOPQRSTUVWXYZ  
 abcdefghijklmnopqrstuvwxyz  
 1234567890

Roboto Condensed Light Italic  
*ABCDEFGHIJKLMNOPQRSTUVWXYZ*  
*abcdefghijklmnopqrstuvwxyz*  
*1234567890*

Roboto Condensed Regular  
**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

Roboto Condensed Italic  
***ABCDEFGHIJKLMNOPQRSTUVWXYZ***  
***abcdefghijklmnopqrstuvwxyz***  
***1234567890***

Roboto Condensed Bold  
**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

Roboto Condensed Bold Italic  
***ABCDEFGHIJKLMNOPQRSTUVWXYZ***  
***abcdefghijklmnopqrstuvwxyz***  
***1234567890***

The following font is sans serif but must be used sparingly, for pullouts and to add emphasis to body copy.

Covered By Your Grace  
*ABCDEFGHIJKLMNOPQRSTUVWXYZ*  
*abcdefghijklmnopqrstuvwxyz*  
*1234567890*

**Serif Typeface Family** - Use mainly for headlines. Some pullout quotes.

Roboto Slab Thin

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

Roboto Slab Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890

Roboto Slab Regular

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

Roboto Slab Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890**

**Primary Wordmark:****Approved Color**

The primary wordmark must be displayed in colors specified on these pages.

The WSC logo can appear only in black and gold, white and gold, all black or all white as shown.

Whenever possible, the wordmark should be used in the approved Wayne State gold and black colors.

Do NOT attempt to reset or recreate the logo.

The logo should not be printed over other artwork or photographs unless there is a substantial light or dark area in which the logo can be placed without detracting from its readability.

Wayne State  
College



Wayne State  
College



# Wayne State College

Community of Learning  
Additional Locations  
Budget Needs for 2018-19

### Community of Learning Budget Projections for 2018-2019 - High End

Cost Area	2017-2019	2018-2020				Totals
	West Point #1	<i>New Communities</i>				
		Fremont #10	Grand Island #3	Norfolk #5	SSC #14	
<i>Costs</i>						
Adjunct	\$24,526.00	\$16,376.00	\$8,188.00	\$16,376.00	\$16,376.00	\$81,842.00
Mentor	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$4,500.00
Adjunct Benefits/FICA	\$1,877.00	\$1,253.00	\$627.00	\$1,253.00	\$1,253.00	\$6,263.00
Faculty Replacement			\$6,262.50			\$6,262.50
Travel (m/m/l)	\$5,000.00	\$1,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$14,000.00
Rent & Custodial Fees	\$3,000.00	\$4,000.00	\$2,000.00	\$1,500.00		\$10,500.00
Speakers/Consultant	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$7,500.00
National Presentations	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$12,000.00
Supplies/Materials	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$5,000.00
Mailings/Marketing	<u>\$700.00</u>	<u>\$700.00</u>	<u>\$700.00</u>	<u>\$700.00</u>	<u>\$700.00</u>	<u>\$3,500.00</u>
<b>Total Costs</b>	<b>\$40,903.00</b>	<b>\$29,129.00</b>	<b>\$27,577.50</b>	<b>\$27,629.00</b>	<b>\$26,129.00</b>	<b>\$151,367.50</b>
Number of Students	30	18	26	21	26	121
Tuition (221.25 x 15 cr hrs)	<u>\$3,318.75</u>	<u>\$3,318.75</u>	<u>\$3,318.75</u>	<u>\$3,318.75</u>	<u>\$3,318.75</u>	
<b>Total Tuition</b>	<b>\$99,562.50</b>	<b>\$59,737.50</b>	<b>\$86,287.50</b>	<b>\$69,693.75</b>	<b>\$86,287.50</b>	<b>\$401,568.75</b>
<b>Total Excess</b>	<b>\$58,659.50</b>	<b>\$30,608.50</b>	<b>\$58,710.00</b>	<b>\$42,064.75</b>	<b>\$60,158.50</b>	<b>\$250,201.25</b>
Cont Ed Fees (35 x 15 cr hrs)	\$525.00	\$525.00	\$525.00	\$525.00	\$525.00	
<b>Total Cont Ed Fees</b>	<b>\$15,750.00</b>	<b>\$9,450.00</b>	<b>\$13,650.00</b>	<b>\$11,025.00</b>	<b>\$13,650.00</b>	<b>\$63,525.00</b>

Total Costs	\$151,367.50
Instruction Costs	<u>\$98,867.50</u>
<b>Non-Pers. Services Costs</b>	<b><u><u>\$52,500.00</u></u></b>

- \*\*\*Notes:**
1. FICA is 7.65% of salary
  2. West Point Community Facilitators will be paid the same as last year due to a two year program commitment
  3. Mentor Costs is \$3000 for academic year and \$1500 for the summer
  4. West Point # 1 has one instructor is from Sioux City and will have mileage and hotel to do planning. Other instructor is from Oxford, NE so will have hotel costs on Friday night and larger mileage (460 miles) reimbursement.

Attachment: WSC Aruba Location Application Full Document (2570 : New International Location in Aruba

# Wayne State College

## Wayne State College Tested Experience Policy

The Vice President for Academic Affairs makes hiring decisions and notifies the Nebraska State College System (NSCS) Vice Chancellor for Academic Planning and Partnerships prior to faculty appointment according to the “Wayne State College Institutional Adjunct Hiring Criteria for Tested Experience.”

## Determining Qualified Faculty Through HLC's Criteria for Accreditation and Assumed Practices

### WAYNE STATE COLLEGE INSTITUTIONAL ADJUNCT HIRING CRITERIA FOR "TESTED EXPERIENCE"

(Effective September 1, 2017)

The Higher Learning Commission expects credentials to be the primary mechanism used by institutions to determine minimal faculty qualifications, although the HLC also recognizes that tested experience may be considered in determining faculty qualifications. Tested experience includes a breadth and depth of relevant experience outside of the classroom. The value of using tested experience to determine faculty qualifications depends upon the relevance of the experience specific to the disciplines and subfields within a program. When an adjunct instructor is determined to be minimally qualified to teach a course through alternative professional credentials or demonstrated competencies, one or more of the following justifications will be considered:

- Transcripts of highest degree earned and coursework appropriate to assigned program and course content
- Objective evidence of qualifying professional work experiences aligned to program and course content
- Knowledge base and/or skills appropriate to assigned program and course content
- Relevant professional board/licensure exams, industry certifications, and non-teaching certifications (if applicable)
- Three or more years of professional training, managerial, or business experience in areas specifically related to course content. This may apply to areas such as music, art, theatre, photography, accounting and other applied fields
- Recognition of language competency by tribal elders or an Interagency Language Roundtable (ILR)
- Evidence of honors, awards, distinctions, and/or publications in the discipline/subfield
- Documentation of effective coaching at the college-level or extensive coaching at the high school level

In some cases, programs with specialized accreditation may not recognize tested experience as criteria for determining minimal faculty qualifications. Before hiring, each candidate must be evaluated to ensure that credentials meet aforementioned minimum stated criteria. The supervising Dean will examine the evidence, share adjunct qualifications with program faculty, and verify relevancy to the position and make a recommendation to the Vice President for Academic Affairs. The Vice President for Academic Affairs will make a hiring decision, and will notify the Vice Chancellor for Academic Planning and Partnerships prior to the faculty appointment. At no time will the total SCH of faculty meeting tested experience criteria exceed 20% per school.

# Wayne State College

## Nebraska State College System

### Board Policy 5015

This Nebraska State College System (NSCS) Board Policy 5015 establishes the terms and conditions of employment for Nebraska State College adjunct faculty.

[https://www.nscs.edu/directory\\_record/87/5015\\_adjunct\\_faculty](https://www.nscs.edu/directory_record/87/5015_adjunct_faculty)



## PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 5015 Adjunct Faculty**

**Page 1 of 2**

### BOARD POLICY

#### PURPOSE

This policy addresses terms and conditions of employment for adjunct faculty in the Nebraska State College System. The Board recognizes the contribution made to the mission of the system by the dedicated group of individuals who teach and/or provide services on an adjunct basis.

#### APPLICABILITY AND APPOINTMENT

This policy applies only to adjunct faculty, defined in Board Policy 5014 (a) and (b) as non-ranked, non-tenured faculty. Adjunct faculty are compensated on a course-by-course basis without expectation of continued employment.

Adjunct faculty are employed to provide instructional services on a part-time basis, less than 0.75 FTE. Adjunct faculty shall not be assigned more than twenty-four (24) credit hours per calendar year within the Nebraska State College System. The Vice President for Academic Affairs is responsible for monitoring and enforcing the twenty-four (24) credit hour and less than .75 FTE limitation in conjunction with the Director of Human Resources.

This policy does not apply to visiting faculty, graduate assistants, or lecturers. This policy does not apply to College employees who may teach in addition to their regular assignments.

#### PROCEDURE

#### SELECTION OF ADJUNCT FACULTY

##### Selection

Hiring practices must comply with the Board's Equal Employment Opportunity requirements noted in Board Policy 5000.

##### Credentials

Required credentials for adjunct faculty will comply with the Higher Learning Commission's established criteria for faculty qualifications, as outlined in the Commission's Assumed Practices. These criteria include minimum degree requirements, graduate coursework related to the assigned area(s) of teaching, and/or tested experience as approved through each College's established Tested Experience evaluation process.

At the discretion of the Academic Vice President, an exception to these requirements may be granted. When such an exception is granted, the Academic Vice President shall provide notice to the Vice Chancellor for Academic Planning and Partnerships. Additional professional certifications or professional experience requirements for adjunct appointments may be established at the discretion of the hiring College and may vary depending on the academic program and course level.

## PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 5015 Adjunct Faculty**

**Page 2 of 2**

### Records

As part of the hiring process, the College Human Resources Office shall maintain records of all adjunct faculty including: official transcripts, a curriculum vitae, and other materials that were used in the selection process.

### Contracts

Each adjunct faculty member shall be provided a written contract noting the contract term, compensation and a description of the course assignment(s). The term of appointment shall be consistent with the published course schedule.

### **WORKING CONDITIONS**

Adjunct faculty are responsible for the instructional quality and the overall conduct of the courses which they are assigned to teach. This responsibility includes, but is not limited to, the conduct of lectures and/or laboratory sessions, evaluation through examinations or other appropriate assessment methods, recitation sessions and homework. Course content shall reflect the focus described in the catalog course description.

Although designated “office hours” are not required, adjunct faculty are required to be available and responsive to students’ questions in a timely manner.

Routine orientation, supervision and evaluation for adjunct faculty shall be implemented through a process determined at each College.

Adjunct faculty shall not be given committee assignments or other duties *as part of* their adjunct instructional services. Employment appointments *in addition to* adjunct instructional services are still subject to the less than .75 FTE limitation and shall be detailed separately in an employment contract.

Adjunct faculty members shall practice academic responsibility, professional ethics, academic honesty and integrity, and shall abide by all College rules and policies.

### **COMPENSATION**

The rate of pay for adjunct faculty is established as a system rate for all three Colleges as approved by the Council of Presidents. Prior to implementing any rate change, the College must obtain approval from the Chancellor. Presidents can request an exception from the Chancellor to exceed the established adjunct rate, in individual cases where a unique need or emergency exists.

Policy Adopted: 4/25/14  
 Policy Revised: 11/13/15  
 Policy Revised: 6/10/16  
 Policy Revised: 11/10/16

# Wayne State College

## Wayne State College

### Hiring Procedures

#### General Hiring Process

The Human Resource Office provides resources to conduct employment searches at Wayne State College.

Evidence provided includes:

- 1) Table outlining the steps and responsible staff involved in Wayne State's general hiring process.
- 2) Search Committee Process (PowerPoint)
- 3) SCEA Article XXI. Hiring

<b>General Hiring Process</b>	
Responsibility	Process Description
Human Resources and Hiring Supervisor	After reviewing/updating position description creates a posting for approval a posting in PeopleAdmin (Talent Management System).
Hiring Supervisor	Appoints a balanced search committee.
Human Resources	Sends posting request through PeopleAdmin workflow for approval.
Human Resources and Hiring Supervisor	Base advertising on position description.
Human Resources	Reviews applicant pool for minimum qualification and sends to Search Committee for review.
Search Committee	Reviews applicant pool and establishes a short list of Candidates.
Human Resources	Sends Criminal Conviction Self-Disclosure to selected Candidates
Search Committee	Conducts phone interviews.
Search Committee	Conducts reference checks any time during interview process.
Search Committee and Campus Sessions	On-campus interviews of candidates, candidates are provided benefits information.
Search Committee	Compiles strengths and weaknesses of interviewed candidates, submits to Hiring Supervisor.
Hiring Supervisor	Recommend applicant to hire.
Human Resources and Hiring Supervisor	Creates Hiring Proposal in PeopleAdmin and sends through approval workflow.
Hiring Supervisor	Position is offered once workflow approval is complete.
Human Resources	Sends letter of appointment/contract.
Candidate	Returns signed contract.
Human Resources	Compiles records and files and provides new employee orientation

# SO YOU'RE ON A SEARCH COMMITTEE.....

# STEP ONE: REQUEST TO FILL A VACANCY

This form can be found at:

G:\wscdocuments\_and\_forms\HR  
and Payroll  
Documents\Employment\Search  
Committee Materials

The Request to Fill A Vacancy is the first step in the process. This is generally filled out by the hiring manager or the search committee chair. The purpose of this form is to gather information about the position details.

## REQUEST TO FILL A VACANCY



### POSITION DETAILS:

Title: [Redacted]  
 Date vacant: [Redacted]  
 Department: [Redacted]  
 Replacing: [Redacted] (Current or previous employee)  
 New Position (Chancellor approved; attach approve position request form)  
 FTE (full time equivalency): [Redacted]  
 Work dates if less than 1.0 FTE: [Redacted]  
 Post Vacancy:  Internal  External

### Classification

Support Staff  
 Professional Staff  
 Faculty  
 Tenure Track  
 Non-tenure Track  
 Special Appointment  
*(Rank will depend upon qualifications)*

### Bargaining Unit

SCEA (Faculty)  
 NSCPA (Professional Staff)  
 NAPE (Support Staff)  
 Non-union

### FLSA

Exempt  
 Non-exempt

Justification for filling position: [Redacted]

### SEARCH COMMITTEE:

- Support staff does not require a committee; recommend that the supervisor and one other individual participate in the review/interview process.
- NSCPA positions require a NSCPA unit member on the committee.
- Notify potential committee members prior to submitting this form.

### Committee membership should include:

Chair: [Redacted]  
 Member: [Redacted]  
 Member: [Redacted]  
 Member: [Redacted]  
 Member: [Redacted]

Advertise:  Local  Regional  National  Other: [Redacted]

TITLE	SIGNATURE	DATE
Direct Supervisor:		
Unit VP/Cabinet Level Officer:		
Budget Director: Salary range: \$_____ to \$_____:		
Director of Human Resources:		
VP Admin & Finance:		
President:		

Attach draft Vacancy Announcement and Job Description. Route to Human Resources upon completion of signatures.

# STEP TWO: VACANCY ANNOUNCEMENT



## Vacancy Announcement

Date Opened: September 4, 2015

<b>TITLE:</b>	Instructor/Assistant Professor of History (World History with European focus)
<b>POSITION:</b>	Faculty appointment to start Fall 2016 semester; Tenure Track <i>All applicants must be authorized to work in the United States without sponsorship.</i>
<b>DEPARTMENT:</b>	School of Natural and Social Sciences
<b>STARTING DATE:</b>	August 2016
<b>QUALIFICATIONS:</b>	Required: <ul style="list-style-type: none"> <li>• Ph.D. in History completed by January 1, 2016</li> <li>• Doctorate is required for tenure</li> <li>• Possess ability to teach and develop applicable courses</li> <li>• Exhibit strong communication skills</li> <li>• Demonstrated commitment to teaching, advising, scholarship, diversity, and to the role of public/college service</li> </ul>
<b>RESPONSIBILITIES:</b>	Maintaining the European specialist tenure-track line in the History program area is essential toward the goals of maintaining a strong major, providing high quality advising, offering a wide selection of courses applicable to other majors, serving the School of Education and fulfilling the mission of General Education.  The School of Natural and Social Sciences comprises 75 full and part-time faculty and staff organized in six academic departments and housed in three buildings. In addition to servicing more than 50 academic programs, the school is responsible for overseeing a number of activities for the benefit of the college and the region, including the Fred G. Dale Planetarium, the A. Jewell Schock Museum of Natural History, a Human Performance Laboratory, and a Wellness Program.
<b>SALARY INFORMATION:</b>	Competitive, commensurate with qualifications and experience. Attractive and comprehensive fringe benefit package.
<b>GENERAL INFORMATION:</b>	Wayne State College is rapidly emerging into one of the most dynamic, small, regional public colleges in the Midwest, located in Northeast Nebraska, close to Sioux City, Iowa and within a two-hour drive to Sioux Falls, Omaha and Lincoln. With a student population of 3,700, the college is a focal point and catalyst in Northeast Nebraska, not only for education but also for community and economic development, the arts, and cultural activity. Strong leadership, steady enrollment, a renewed focus on student development and teaching, and several recently completed building projects are indicators of the College's vitality. Wayne State College offers over 80 undergraduate majors and minors and three graduate degrees. The education unit is NCATE accredited and highly respected graduate and undergraduate programs

<b>APPLICATION PROCEDURE:</b>	feature strong enrollments. Wayne State College is a collective-bargaining institution.  Send a cover letter; resume/curriculum vitae; contact information for three current, professional references; unofficial transcripts; and a completed WSC Application Form (available at <a href="http://www.wsc.edu/hr">www.wsc.edu/hr</a> ) to:  History Faculty, Search Committee Human Resources Office Wayne State College 1111 Main Street Wayne, NE 68787  or email to <a href="mailto:hr@wsc.edu">hr@wsc.edu</a>
<b>DEADLINE:</b>	Review of applications will begin immediately and will continue until the position is filled.
<b>ADDITIONAL INFORMATION:</b>	This position is covered by the SCEA negotiated agreement ( <a href="https://www.wsc.edu/info/20005/human_resources/495/union_contracts">https://www.wsc.edu/info/20005/human_resources/495/union_contracts</a> ). Please refer to our website ( <a href="http://www.wsc.edu/hr">www.wsc.edu/hr</a> ) for further details about this agreement, our campus, and the excellent benefit package we offer.

Wayne State College is an equal opportunity institution. WSC does not discriminate against any student, employee or applicant on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, religion, or age in employment and education opportunities, including but not limited to admission decisions. The College has designated an individual to coordinate the College's nondiscrimination efforts to comply with regulations implementing Title VI, VII, IX, and Section 504. Inquiries regarding non-discrimination policies and practices may be directed to Matthew Weekley, Assistant Dean of Students, Title VI, VII, IX Compliance Coordinator, Wayne State College, 1111 Main St, Wayne NE 68787, 402-375-7213

This position is subject to veterans preference.

Applicants who need a reasonable accommodation during the selection process may contact Human Resources for assistance. A successful Background Records Check is required as part of the employment process.

## The Vacancy Announcement is used to post the position details on our website and any advertising outlets.

### Details to include are:

- Title, Position Type, and Department
- Qualifications both required and preferred
- Responsibilities that is position will be doing

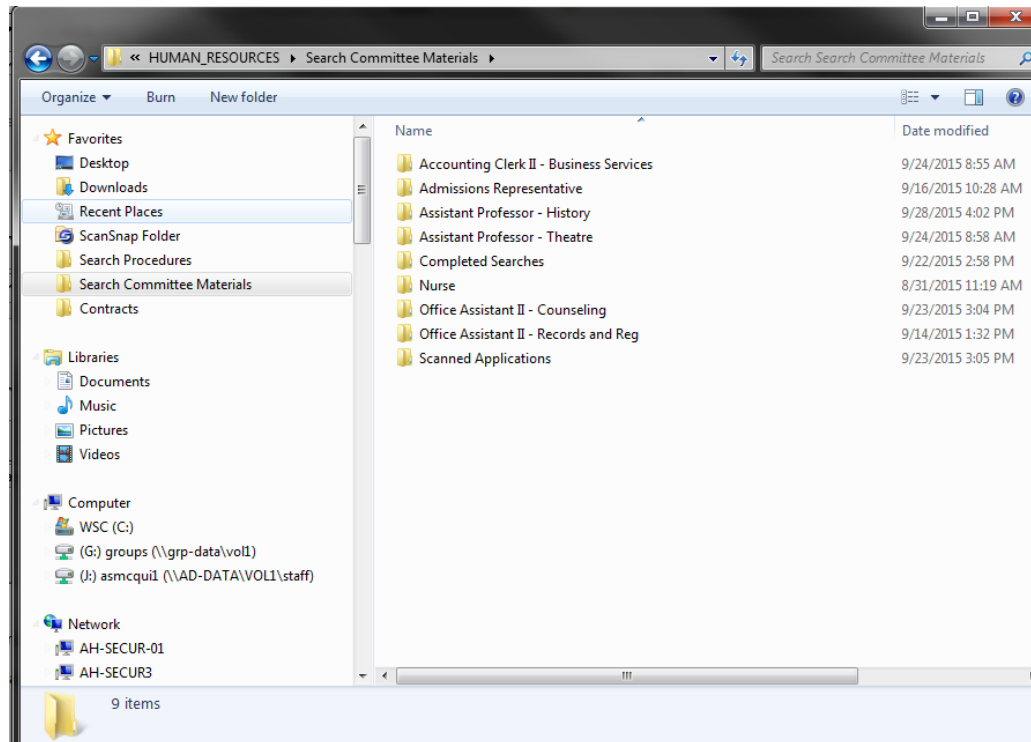
Attachment: WSC Aruba Location Application Full Document (2570 : New International

# STEP THREE: THE APPLICATION PROCESS

When application materials start arriving in the Human Resources office, they are reviewed to ensure that the applicant meets the minimum qualifications and has submitted all of the required application materials.

When the applicant has fulfilled all of the requirements, then the applicant is added into the search committee folder located in the G:\ Drive at:

G:\HUMAN\_RESOURCES\Search Committee Materials



Every search committee member will have access to the search folder.



# STEP FOUR: WHAT IS IN THE G:\ DRIVE?

In the search folder there is a folder that is named Search Committee Materials. In that folder there are eight files.

1. A copy of the vacancy announcement. This can be used as a quick reference when screening applicants for qualifications and related experience.

2. Search Committee Training PowerPoint - This should help you answer questions about things related to the search process (e.g. board policies, processes, topics of legal concern, etc.).

# STEP FOUR: WHAT IS IN THE G:\ DRIVE?

3. Draft Applicant Notes Form – This form can be used by each committee member before or when the search committee meets to review applications. It is helpful when there is a large applicant pool and you need to narrow down the applicants, but you do not have to use it.



DRAFT APPLICANT NOTES

Position			
Committee Chair			
Reviewer Initials	Date Reviewed	Candidate Name	
	<b>Required Qualifications</b> (from the Vacancy Announcement)	Yes/No	
1.			
2.			
3.			
4.			
5.			

ADDITIONAL COMMENTS:

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	<b>Secondary Qualifications</b>	Yes/No
1.		
2.		
3.		
4.		

**DESTROY THIS DOCUMENT AFTER THE SEARCH COMMITTEE COMPLETES THE FINAL "APPLICANT SCREENING SHEET" FOR EACH APPLICANT.**

Attachment: WSC Aruba Location Application Full Document (2570 : New International

# STEP FOUR: WHAT IS IN THE G:\ DRIVE?

4. Applicant Screening Sheet – This form can be used when you are meeting as a committee to track the applicants through the process. The form will be used when you are reviewing applications, deciding who you want to interview and conducting reference checks. It will be a tool that you can use as a reference when you are preparing your recommendation for hire.

### Applicant Screening Sheet

Today's Date: \_\_\_\_\_  
 Applicant Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date Application Completed: \_\_\_\_\_  
 Reviewer \_\_\_\_\_  
 (Search Committee Chair or Hiring Supervisor)

	Yes	No
Does the Applicant possess minimum qualifications? If no, please explain:		
Does the Applicant possess any preferred qualifications? If yes, please note here		
Was applicant selected for a phone Interview? Please explain below. (If phone interviews were not conducted, note N/A.)		
Were reference checks satisfactory? If not, please explain.		
Was applicant selected for an on-campus interview? Please explain below.		
Additional comments regarding applicants suitability for the position:		

## STEP FOUR: WHAT IS IN THE G:\ DRIVE?

5. Sample Interview Questions – a list of questions that you may use for the interview. You may also create your own questions. Once you have compiled your list of questions, please pass them along to HR for review prior to interviewing the candidates.

### Questions you should never ask!

- What is your religious affiliation?
- Are you pregnant?
- What is your political affiliation?
- What is your race, color or ethnicity?
- How old are you?
- Are you disabled?
- Are you married?
- Do you have children or plan to?
- Are you in debt?
- Do you social drink or smoke?

# STEP FOUR: WHAT IS IN THE G:\ DRIVE?

6. Open Session Form – If you choose to include an open session in your on campus interview schedule then you would give this form to audience members to fill out and submit back to the search committee.

Wayne State  
College

Position  
Date

Candidate's Name:

1. What are the candidate's strengths?

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2. What are the candidate's weaknesses?

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3. Overall impression / Comments:

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I am a:

Student  Faculty Member  Professional Staff  Support Staff  Administrator

Please give your completed form to a search committee member

-OR-

Return the form to Human Resources/Payroll Office

(Hahn 220)

# STEP FOUR: WHAT IS IN THE G:\ DRIVE?

7. Reference Check Form- Timing of reference checks is at the discretion of the search committee. Consult with HR prior to conducting reference checks. Use this form when conducting reference checks. Reference checks can be done by the search committee, the search chair or you may have HR complete them for you.

Applicant's Name:	Date:
Position Applying For:	
Reference Name:	Phone Number:
Dates of Employment:	Email:
	Position Held:

How long you have known the applicant and in what capacity you know each other.
Please tell me about the applicant's strengths.
Please tell me about at least one of the applicant's weaknesses or areas with opportunities to develop and grow.
Is the applicant dependable?
Does the applicant work well with others?
Would you hire/rehire the applicant? Yes/No Why?
Is there any other information you feel we should know about the applicant in order to make a decision on this position?

This form must be submitted to Human Resources at the end of the search.

# STEP FOUR: WHAT IS IN THE G:\ DRIVE?

8. Recommendation for Employment Form- once you have completed the interviews and reference checks and have decided who you would like to recommend for hire then the hiring manager will complete this form.

(You may also include a summary of why you are recommending this candidate for the job.)

## RECOMMENDATION FOR EMPLOYMENT



### Classification

- Support Staff
- Professional Staff
- Faculty
  - Tenure Track
  - Non-tenure Track
  - Special Appointment

*(Rank will depend upon qualifications)*

### Bargaining Unit

- SCEA (Faculty)
- NSCPA (Professional Staff)
- NAPE (Support Staff)
- Non-union

### FLSA

- Exempt
  - Non-exempt
- For Support Staff*  
Probationary:  Yes  No

Name: [ ]  
 Address: [ ]  
 Phone: [ ]  
 Position Title: [ ]  
 Department/Office: [ ]  
 Start Date: [ ]  
 FTE: [ ]

E-mail Address: [ ]

Salary: [ ]

Background Check Requested:  Yes  No

Employment Basis (please check one of the following):

- New Hire
- Internal Transfer from [ ]
- Other: [ ]
- New Hire, New Position
- Promotion/Change in Duties/Title

Notes/Comments: [ ]

TITLE	SIGNATURE	DATE
Hiring Manager/Supervisor:		
Hiring Manager's Supervisor:		
Director of Human Resources:		
Vice President of Administration and Finance:		
President:		

To be completed by Human Resources:

SAP Position #: \_\_\_\_\_ Cost Center: \_\_\_\_\_

Initial contract will be issued after final approval from HR Director.  Submit for processing, \_\_\_\_\_

*(initialed/date)*

## STEP FIVE: THE APPLICATION REVIEW PROCESS

Once the committee feels that they have received a desired number of applications then the search committee chair will set up a meeting for the group to review the applications.

You may use the Draft Applicant Notes Form and/or Applicant Screening Sheet to help decide who is the best candidates to interview. Make a list of who you would like to interview, who you may want to interview (if applicable) and who you are not interested in.



## STEP FIVE: THE INTERVIEW PROCESS

You may decide to phone interview, bring the candidate on campus or both. Depending on the type of position will help determine which interview process should be used.

Decide on a day/time that would work best for everyone to either phone interview candidates and/or bring them on campus. Then contact Ashley in HR with the information and she will make all the arrangements with the candidate.

Create a list of interview questions for the committee to ask when conducting the phone and/or on campus interview. Send them to HR for review prior to the interview.

Draft an interview schedule for on campus interviews.

## STEP FIVE: AFTER THE INTERVIEW

When every candidate has visited campus and interviews have been conducted, it is now time to sit down as a search committee and deliberate.

- ✓ Conduct reference checks on the final candidates if you haven't already done so.
- ✓ Decide which candidate you would like to recommend for hire.
- ✓ Prepare a summary for the hiring manager to support your decision.

## STEP SIX: MAKING THE OFFER

When the Recommendation For Employment form has been completed and approved by the President, HR will contact the hiring manager.

The search chair or hiring manager will call the candidate and make the offer and ask what day the candidate will start.

Contact HR and let them know if the candidate accepted and what day they can start and we will send out their contract and new hire paperwork.



Nebraska State  
College System

CHADRON | PERU | WAYNE

**2019-2021**  
**Agreement between**  
**The Nebraska State Colleges**  
**Board of Trustees**  
**(Employer)**  
  
**and the**  
  
**State College**  
**Education Association (SCEA)**

**July 1, 2019**

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## **ARTICLE XXI. HIRING**

### **Section 21.1 Candidates Informed of Negotiated Agreement**

All candidates invited to the campus shall be given in writing the web address of the negotiated agreement and the toll free number of the NSEA/SCEA.

### **Section 21.2 Description of Assigned Duties**

New faculty members will be provided a general description of assigned duties.

### **Section 21.3 Faculty Rank**

Faculty rank at the time of hire shall be determined by the President.

### **Section 21.4 Terms and Conditions**

The terms and conditions of every faculty "Probationary/Tenure Track Appointment" shall be stated or confirmed in writing and a copy will be supplied to the faculty member. Any subsequent extensions or modifications of a faculty "Probationary/Tenure Track Appointment", and any special understandings, or any notices incumbent upon either party to provide, will be stated or confirmed in writing and a copy will be given to the faculty member.

# Wayne State College

Wayne State College

SCEA

## Article VII. Performance Evaluation

The 2019-2021 Agreement between The Nebraska State Colleges Board of Trustees (Employer) and the State College Education Association (SCEA) specifies faculty performance evaluation under Article VII. Performance Evaluation, pages 8-11.

The purpose of the faculty performance evaluation shall be for the purpose of improving instruction, encouraging and supporting professional development, supporting research and supporting service, and providing information necessary, in part, for personnel decisions, including reappointment, promotion, and tenure decisions.

[https://www.nscs.edu/download/downloads/id/405/2019 -  
2021 state college education association scea.pdf](https://www.nscs.edu/download/downloads/id/405/2019_-_2021_state_college_education_association_scea.pdf)



Nebraska State  
College System

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**2019-2021**  
**Agreement between**  
**The Nebraska State Colleges**  
**Board of Trustees**  
**(Employer)**  
  
**and the**  
  
**State College**  
**Education Association (SCEA)**

**July 1, 2019**

## 2019-2021 SCEA Agreement

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### Section 6.3 Contents

The personnel file may include, but not be limited to, the following:

- a) General personnel information and employment contracts;
- b) Academic records;
- c) Personnel actions generated by the Board;
- d) Performance evaluations and memoranda of discussions with the faculty member relating to performance;
- e) Observation reports of the faculty member's performance by supervisors;
- f) Tenure and promotion records; and,
- g) Job application materials including employment applications, resumes, reference letters, and school transcripts.

### Section 6.4 Inspection

A faculty member, or SCEA representative whom the faculty member has so designated in writing, has the right to inspect the contents of his or her individual personnel file. Files must be reviewed in the presence of an appropriate administrative officer and may not be removed from the office in which they are located.

### Section 6.5 Informed Inclusion

A faculty member shall be given a copy of any document relating to performance and/or conduct when it is placed in his or her personnel file. The faculty member shall have the right to attach written refutation, rebuttal or comment within twenty-five (25) business days.

## ARTICLE VII. PERFORMANCE EVALUATION

### Section 7.1 Purpose

The performance evaluation process shall be for the purpose of improving instruction, encouraging and supporting professional development, supporting research and supporting service, and providing information necessary, in part, for personnel decisions, including reappointment, promotion, and tenure decisions.

### Section 7.2 Criteria Categories

Evaluation shall be consistent with and reflective of the role and mission of the State College System and its emphasis on effective teaching. The criteria categories for evaluation shall be:

- a) Demonstrated ability to teach effectively and to contribute to students' academic growth and development;
- b) Evidence of continuing preparation and study through scholarly and/or creative activities and achievements related to the primary



## 2019-2021 SCEA Agreement

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- area of employment and/or supporting scholarship of teaching and learning; and,
- c) Evidence of service to the college, community, and profession. Evidence of service to the college shall include but not be limited to: good citizenship at the departmental, school, and campus levels, including participation in all aspects of department, school, and campus life; a commitment to responsibly representing the school on committees; and civil and collegial communication with department members and supervisors.

### Section 7.3 Evaluation Schedule

Faculty members shall be evaluated by their supervising Dean once each academic year; however, tenured Professors may be evaluated on a less frequent cycle at the discretion of Dean. Faculty members and SCEA shall be informed of changes in the evaluation cycle and documentation requirements in advance of any change being implemented. The evaluation period will be January 1<sup>st</sup> through December 31<sup>st</sup> with evaluation materials due to the Dean by January 30<sup>th</sup> following completion of the evaluation period. Faculty members in their second year of faculty employment will be evaluated prior to December 1<sup>st</sup>. All evaluation procedures, as described below and concluding with a conference of the Dean and each faculty member, shall be completed prior to April 1<sup>st</sup> following completion of the evaluation period.

Should the evaluation not be completed on schedule when evaluation materials have been provided in a timely manner, the faculty member shall be deemed to have provided satisfactory performance.

### Section 7.4 Evaluation Procedure

Evaluations will be predicated on the criteria categories in 7.2, and their relative importance, professional assignments communicated in writing to the faculty member, and written Faculty Development Plans. Such plans will have annual goals and specific objectives. The Dean and faculty member will prepare the plan which will be included in the individual's personnel file.

In determining progress during an evaluation period, the Dean and faculty members will use student instructional effectiveness surveys as one important index of teaching effectiveness. Student surveys will be conducted in at least two (2) courses taught by the faculty member during each academic year. Faculty may elect to have more than two (2) courses surveyed. Non-tenured faculty may be required to have all courses surveyed. Tenured faculty may be required to have more than two (2) courses surveyed if performance concerns exist and notice regarding the concerns have been communicated in writing to the faculty member. Summaries of the student surveys and comments will be given to the faculty member within thirty (30) business days of the conclusion of the course and a copy will be placed in the personnel file. Without faculty permission, student surveys

## 2019-2021 SCEA Agreement

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and summaries and faculty evaluations will be available only to academic supervisory personnel and their staff. The faculty member may request third party verification of the accuracy of the student surveys' summaries. The third party will be agreed upon by the faculty member and the Dean. Student surveys will be maintained for one semester following the semester in which the surveys were administered, for purposes of such validation. To support the evaluation process, evidence may also be collected from class visitations, monitoring on-line courses with notification, course outlines, tests, quizzes, writing assignments, review sheets, and other relevant sources. The evaluation will not be based on student surveys only.

When an online or interactive distance learning course is evaluated, the quality of teaching and its impact on instructional outcomes will be emphasized apart from any technology variables that may affect instruction. At the end of each evaluation period, the Dean will confer with each faculty member to assess progress and/or complete a formal evaluation. Evaluation forms will include three rating categories for performance - satisfactory, needs improvement and unsatisfactory. Only an overall satisfactory performance designation is eligible for any negotiated annual increase to base salary. Faculty members will provide reasonable documentation and materials which assist in assessing progress made in support of the goals and objectives stated in the professional development plan. The Dean will provide each faculty member a copy of strengths identified and/or improvements required in the individual's performance with recommendations to assist improvement and to reach specific outcomes. Conclusions resulting in changes in the objectives and activities of the professional development plan will be attached to the original plan. In the case of identified areas of concern, a plan for implementation of recommendations with specific outcomes will be created by the Dean in consultation with the faculty member. Such a plan will be signed and attached to the original faculty development plan and evaluation. No overall performance rating of less than "satisfactory," impacting an annual base salary adjustment, can be assigned without prior written notice of administrative concerns and reasonable time to address such concerns. A faculty member may submit written comments or rebuttal on the evaluation within ten (10) business days of receipt. A copy of the evaluation and comments will be placed in the faculty member's personnel file.

All evaluations of probationary tenure-track faculty members will include a discussion of progress toward the awarding of tenure and written recommendations for addressing any deficiencies that may be apparent at the time of the evaluation. Faculty members who serve as departmental chairs will not conduct formal evaluations. Department chairs will serve in a consultative role which may include review of materials and making recommendations, which may include, but not be limited to, evaluations with respect to departmental citizenship or service. Departmental faculty may recommend individuals to the Dean to serve as department chairs.

Evaluations shall not be subject to grievance or hearing procedures except for compliance with the procedures specifically enumerated in this Article. However,

## 2019-2021 SCEA Agreement

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if an evaluation results in the denial of a salary increase, the faculty member may request a conference with the Dean and Academic Vice President for reconsideration, which decision shall be final. The faculty member has the right to have a SCEA representative participate in this meeting.

Quality of performance and conduct regarding employment as required by the terms of this Agreement, Board policies and rules, and applicable laws shall form the sole basis for evaluation of faculty members.

### ARTICLE VIII. PROFESSIONAL DEVELOPMENT

#### Section 8.1 Sabbatical Leave

The purpose of sabbatical leave is to provide an opportunity for faculty members to engage in scholarly, creative, professional, research, or other academic activities that will enhance the faculty member's contribution to the College. Sabbatical leave is an important element in professional development. Tenured faculty members who have been employed as faculty at the College for at least seven (7) consecutive years shall be eligible to apply for sabbatical assignments. Faculty members are not eligible to receive sabbatical assignments more frequently than once every seven (7) years. Each College shall make available at least one (1) sabbatical per fifty (50) faculty members, or major fraction thereof, per year. Awarding of such sabbatical shall be contingent upon the receipt of a meritorious proposal.

Applications for sabbaticals shall be submitted according to a deadline established by the Academic Vice President, but no later than December 1<sup>st</sup> of the fall semester of the year preceding the year for which the sabbatical is requested. The application shall include a plan of professional development to be pursued during the assignment and a statement of the anticipated value of the sabbatical to the faculty member and the College. Each College shall establish a committee to evaluate the sabbatical applications and make recommendations to the Academic Vice President. After consultation with the Academic Vice President, the President shall make final decisions on all applications. Faculty members will be notified in writing of the President's sabbatical decisions no later than February 1<sup>st</sup>.

Sabbatical assignment compensation may be set at full pay for one academic semester, one-half (1/2) pay for the academic year, or a lesser amount. Faculty members may avail themselves of fellowships, assistantships or other sources of limited means, to offset travel and displacement cost while on sabbatical; however, this Section shall not permit full-time employment while on sabbatical.

Faculty members on sabbatical will continue to receive the proportionate share of the College's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the faculty member.

# Wayne State College

Wayne State College

Master of Science in Education (MSE)

Curriculum & Instruction-Instructional Leadership

Community of Learning Delivery Format

Handbook

# Wayne State College



## Master of Science in Education (MSE): Curriculum & Instruction-Instructional Leadership Community of Learning Delivery Format Handbook

Wayne State College  
School of Education and Counseling  
1111 Main Street  
Wayne, NE 68787  
(402) 375-7164  
revised July 2019

Learn more at <https://www.wsc.edu/community>

This handbook for Master of Science in Education-Curriculum & Instruction-Instructional Leadership with the Community of Learning format is designed to assist faculty and staff in understanding this unique format of Communities and the MSE program components and requirements. It is essential cohorts operate in fidelity with the vision and philosophy of the Community of Learning format; therefore, this provides explanation of the program and its components.

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## ABOUT THE PROGRAM from <https://www.edu/community>

### What is the Community of Learning?

For licensed, practicing PK-16 teachers and education professionals, the Community of Learning allows you to earn a master's degree in education in just two years. This hybrid, two-year program is an affordable and convenient way to earn your MSE in Curriculum and Instruction - Instructional Leadership from Wayne State College. You will spend five Saturdays per semester collaborating and learning with other members in a classroom setting. You will drive your own professional development, participating in an accredited learning model that is backed by research and evidence. If you want to master the art, science and craft of teaching, this is the perfect opportunity to further your own education and career, while helping to change students' lives.

### For Whom is the Program is Designed

Those who are most successful in this format value personal and professional learning and growth. They respect the profession and want to become master teachers and thrive on the opportunity to learn with others who share similar goals and passions. The program is designed for licensed, practicing teachers and others who work in educational settings. Participants will need an educational environment to apply your learning. Example: as the learning community explores a topic of authentic assessment, you will need a place to apply your learning in your work setting and gather evidence of learning and improvement. In some cases this can be done in the role of a parent educator, an early childhood educator, a post-secondary instructor, or a curriculum and instruction/staff developer. Part-time and substitute teachers are also encouraged to participate in the program. You simply need to collaborate with a classroom teacher who might be a community learning colleague or someone in a school near where you live or work.

### Program Features

- Renew and continue your personal and professional growth
- Learn about relevant education issues that support research-based practices
- Participate in activities and conversations to enhance problem-solving skills
- Learn to create proposals for improving practices and system changes
- Collaborate to create, organize, maintain, and evaluate communities that encourage leadership and stewardship
- Refine leadership skills and values required to lead in your profession

### Community Format

- Communities meet five Saturdays per semester (once per month), from 8 a.m. to 4:30 p.m.
- Co-facilitated by college professors and qualified practitioners in the field
- Composed of 10-30 learners/members in a community cohort from all subject areas, grade levels, and special service areas
- Participants support one another through face-to-face and online discussions throughout the two years.
- During the summers, you can complete approved electives and prepare literature reviews to complement classroom research and application. Some electives are part of additional endorsement opportunities.

### Program Benefits

- Focused on individualized professional development
- Centered around one's own unique problem of practice
- Rooted in evidenced- and research-based practice
- Uses action research methodology to study and improve practice

- Enjoyable and convenient
- Affordable
- Accredited (state, regionally, and nationally)

### A Typical Saturday

- Opening circle with the community
- Small group work based on your problem of practice, job, educational interests, or literary research
- Site 'council' meetings to check in with each learner / member
- Active learning experiences
- Individual, small group, and whole community opportunities to broaden and deepen one's understanding of course concepts
- Interact with expert guest speakers
- Extensive integration of multimedia and technology by community members and facilitators
- Closing circle with the community

### Between Saturdays

- Further exploration of topics through readings, videos, etc.
- Online interaction with other learners of program
- Opportunity to apply learning in your own work setting
- Written reflections and other documentation of learning and growth

## REQUIRED COURSES

### Semester 1: Fall

**EDU 603 Introduction to Graduate Studies and Research (3):** This is an introductory course to graduate study designed to provide students with a foundation for their degree program and for their capstone research project at the end of their degree program. Explanation and expectations of all WSC graduate programs will be addressed. The graduate program plan of study will be initiated in this course to be completed by the student and their advisor. Additionally, students will develop: a working knowledge of basic types of research, basic research skills, ways to use research information and results, a process for literature reviews, a process to formulate research questions, an understanding of basic descriptive and inferential statistics, a working knowledge of components of a research proposals, an understanding of basic research tools.

**EDU 626 Advanced Educational Psychology (3):** A study of theories of learning and motivation, conditions and processes of cognitive, affective, and psychomotor learning; personal qualities of a teacher; the teaching process, classroom management; teaching the exceptional learner; and the role of evaluation in learning and teaching.

**EDU 674 History and Philosophy of Education (3):** Philosophies and theories underlying the American educational system. An analysis of the differing philosophies of education and their implications for education in a democratic society.



## Semester 2: Spring

**EDU 627 Current Issues and Trends in Education (3):** This course offers an intensive study of specific issues and trends that have a direct impact upon education. Individuals will choose a topic to examine in breadth and depth. It presents a comprehensive approach to the exploration of the selected topics. The course offers opportunities for the student to examine relevant topics affecting education in breadth and depth.

**EDU 651 Classroom Assessment (3):** This class is designed to acquaint students with the latest research related to classroom assessment techniques and, further, to create opportunities for teachers to try out new assessment practices in their own classrooms. Special attention will be given to efficient classroom data management routines that can minimize the time burden for teachers while maximizing their understanding of individual student strengths and weaknesses.

## Semester 3: Fall

**EDU 652 Instructional Theory and Practice (3):** This class is designed to acquaint students with the latest research to instructional theory and to further create opportunities for teacher to try new instructional approaches. The course surveys systems that teacher may use to assess the pros and cons of various instructional approaches.

**EDU 658 Fundamentals of Curriculum Development PK-16 (3):** A course designed to examine the principles of underlying the development of a PreK-12 public school and post-secondary program curriculum. Emphasis is on methods of determining priorities, objectives, scope and sequence, and organizational patterns. The roles of state and local involvement will also be examined.

**EDU 635 Differentiated Methodology (3):** Prerequisites: Admission to Curriculum and Instruction MSE: Community of Learning Delivery Model. Exploration of differentiated lesson planning and unit designs within all content areas.

## Semester 4: Spring

**EDU 510 Culturally Responsive Teaching (3):** Prerequisites: Admission to Curriculum and Instruction MSE: Community of Learning Delivery Model. Understanding techniques, curriculum, and programing that exemplify culturally responsive teaching. An emphasis on positive student-teacher relationships that nurture and enhance culturally responsive classrooms.

**EDU 693 Final Research (3):** Original research in the content area designed and conducted by the student and directed by a faculty advisor. The results of the research project may be present to faculty, school boards, community groups, or other appropriate groups. This course is the capstone research project for the MSE Instructional Leadership emphasis. It should be taken during the final semester of the program.

See Appendix J for syllabus templates for each course.

## Electives

Participants will take, or transfer from another school, 6 hours of electives for a total of 36 hours to complete the degree. They will work with the WSC mentor/advisor to determine acceptable WSC or transfer courses.

## PROGRAM STRUCTURE

Facilitators and Learners meet face-to-face five times each semester, gathering one Saturday per month during each semester (August-December in the fall semesters and January-April in the spring semesters (will meet twice in one of the spring months). Both learners and facilitators are engaged in interacting with one another in between class meetings for the online component using the WSC learning management system.

## PROGRAM OUTCOMES

The table below shows the alignment between the Five Pillars of the Community of Learning MSE (Community, Constructivism, Reflection, Diversity, & Action Research), and the National Board of Professional Standards Core Propositions and InTASC Standards:

Five Pillars of MSE in C&I- Instructional Leadership Communities of Learning	National Board for Professional Teaching Standards Core Propositions	InTASC Model Core Teaching Standards
Constructivism Community Diversity	1. Teachers are committed to students and their learning.	1. Learner Development 2. Learning Differences
Constructivism Diversity Action Research Community Reflection	2. Teachers know the subjects they teach and how to teach those subjects to students.	4. Content Knowledge 5. Application of Content 6. Assessment 7. Planning for Instruction 8. Instructional Strategies
Constructivism Action Research Reflection	3. Teachers are responsible for managing and monitoring student learning.	3. Learning Environment 6. Assessment 7. Planning for Instruction 8. Instructional Strategies
Action Research Reflection	4. Teachers think systematically about their practices and learn from experience.	9. Professional Learning and Ethical Practice
Community	5. Teachers are members of learning communities.	10. Leadership and Collaboration

## PROGRAM CONCEPTS

The courses are established for each semester, yet many of the concepts within them are threaded throughout the four semesters. The key concepts are listed below. See syllabi (Appendix J) for more information for each as well as additional concepts developed in each course.

Community	Constructivism Learning Theory	Reflection/Reflective Practice
Diversity	Action Research	Communication
Ways of Knowing	Assessment and Grading	Values
Issues and Trends in Education	Inquiry	Differentiation
Collaboration	Technology	Leadership
Professional Development	Curriculum	Culturally Responsive Teaching
Social Aspects of Teaching		

## OVERARCHING SYLLABUS

Each Community uses a common overarching syllabus (see appendix A) that includes the common courses, guiding pillars, graduate programs mission statement, graduate program principles, and Community of Learning products and concepts. Each Community then creates and includes the specific, additional outcomes desired by those in that cohort to include as their specific Community of Learning Outcomes.

## COMMUNITY OF LEARNING PROGRAM COMMITMENTS

The Community of Learning Program is Committed to: Learning in Community; Community Building; Ways of Knowing; Values; Renewing the Passion and Curiosity for Learning; Leadership and Stewardship to Implement Change; Reflective Practice, Receiving, Constructing, and Applying Knowledge; Constructivism; Diversity; Applied Research; Assessment that Supports Learning and Professional Practice; and Enhanced PK-Adult Student Learning.

## WSC Support Personnel:

### Dean of School of Education and Counseling

- Dr. Nicholas J. Shudak, Dean  
Brandenburg 136  
Email: [nishudal@wsc.edu](mailto:nishudal@wsc.edu)

### Assistant to the Dean of School of Education and Counseling

- Dr. Mark Baron  
Brandenburg 139  
Email: [mabaron1@wsc.edu](mailto:mabaron1@wsc.edu)

### Office Assistant to the Dean of Education and Counseling

- Ms. Brook A. Jech, Office Assistant  
Brandenburg 141  
Email: [brjech1@wsc.edu](mailto:brjech1@wsc.edu)  
(402) 375-7164

### Mentor for Facilitators and Community Coordinator

- Dr. Johanna Barnes  
Brandenburg 121  
Email: [jobarne1@wsc.edu](mailto:jobarne1@wsc.edu)  
(402) 375-7579

### Continuing Education - Extended Campus Program Coordinator

- Ms. Becky Keen  
College Center  
Email: [bekeen1@wsc.edu](mailto:bekeen1@wsc.edu)  
(402) 241-6546

### Continuing Education - Travel Expense Contact

- Ms. Shawna Messerlie  
College Center 101 H  
Email: [shmesser1@wsc.edu](mailto:shmesser1@wsc.edu)  
(402) 241-6400

## COMMUNITY OF LEARNING PARTICIPANTS AND ROLES

### Learners

The graduate students in this program are referred to as learners. As active, self-directed, adult learners (Knowles, 1980), they share in the responsibility for both learning and evaluation of learning along with the other learners and with guidance from the facilitators.

### Facilitators

Instructors for the communities are referred to as Facilitators. Facilitators are guides of the constructivist learning process rather than deliverers of information. They collaborate with one another and the WSC Mentor to coordinate the learning experiences and guide the learners to develop their own professional development plans (Killion & Simmons, 1992).

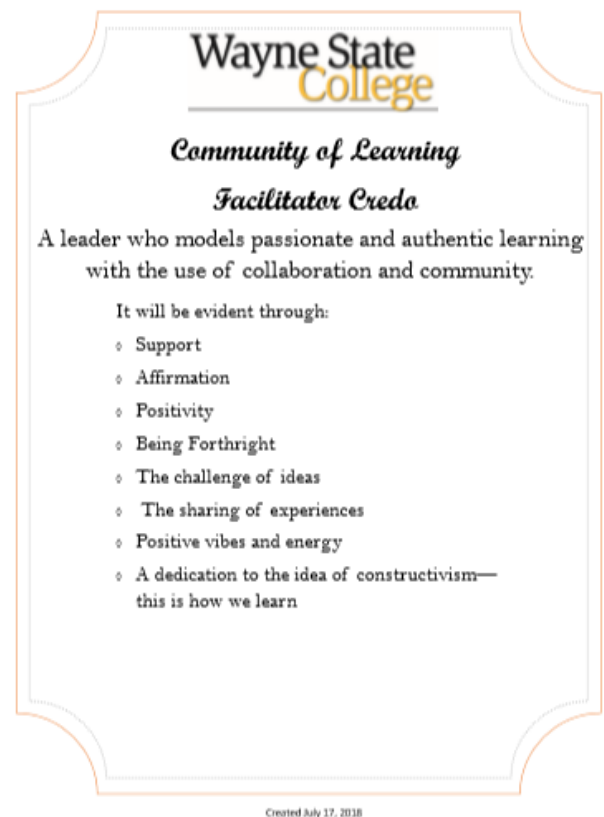
There are at least two Facilitators for each cohort/community. The combination includes one who is currently teaching or administrating in P-12 schools with an earned an MSE or terminal degree and one who may be currently teaching or administrating in P-12 or higher education with an earned terminal degree in education. Each co-facilitator team almost always includes one who has been through the program as a learner. A Facilitator must additionally hold or have professional license and/or record of professional exemplary experience in a teaching and/or human services related position.

The program fosters the development of each facilitator to support him/her in personally maintaining the highest level of facilitation skills possible for the transformational learning of the students/learners and self. Therefore, a transformational Community of Learning Facilitator demonstrates the credo (see right) which was created by the facilitators and mentors of the program and is reviewed and updated each year.

Facilitators have responsibilities in addition to the normal preparation and facilitation of the courses within the program and are therefore compensated for the additional facilitator duties above the graduate adjunct pay. Facilitators will need to adhere to practices with Learners and the Mentor specific to the uniqueness of this program as described below:

### Facilitator responsibilities through work with the Learners:

- Adheres to the professional and quality standards of Wayne State College, communicating with learners the WSC requirements through mindfulness of role as an instructor/advocate of WSC
- Commits to maintaining the integrity of the Community of Learning Framework for the life of the Community assignment: twenty (20) monthly face-to-face Saturdays and interwoven online experiences
- Engages in planning with co-facilitator outside of Saturday meetings in order to be fully present with learners during face-to-face time
- Remains connected with learners throughout the month in Sakai
- Records grades for learners as determined by learners and advisory groups



## Facilitator Additional Duties / Administrative Hours:

### Summer/Fall Semester

- Monthly planning and agenda shared with mentor prior to weekend and reflection and discussion after
  - (5 hours/month =25 hours)
- Participation and sharing in facilitator development
  - 2-day facilitator development retreat prior to start of semester (8 hours/day = 16 hours)
  - Monthly facilitator development via Zoom (Aug-Nov or Sept-Dec) (2 hours/day = 8 hours)

### Spring Semester

- Monthly planning and agenda shared with mentor prior to weekend and reflection and discussion after
  - (5 hours/month =25 hours)
- Participation and sharing in facilitator development meetings
  - Monthly facilitator development via Zoom (Jan-Apr) (2 hours/day = 8 hours)
  - End-of-year facilitator development in May via Zoom (2 hours)

## WSC Mentor

Wayne State College will provide one full-time faculty member to serve as a liaison between the college and the communities. The focus of this individual is to provide emotional and intellectual support to the Facilitators and Learners of each cohort. This mentor will also work with the Additional Mentor (see section below). Compensation for the WSC mentor's administrative duties is worked out with the dean of the School of Education and Counseling.

- Co-facilitate the facilitator development retreats (summer -face-to-face and fall and spring -Zoom)
  - Create and facilitate activities to allow all Facilitators to understand, and determine how to facilitate, the key components of the program
  - Lead discussions with Facilitators on changes in books, activities, program requirements
  - Support the relationship building of true community between co-facilitators of each cohort as well as of all the facilitators with one another and with the mentor
- Communicate with facilitators prior to and after the Saturday meeting dates
  - Offer feedback to each team's agendas prior to each weekend meeting date
  - Give responses to each facilitator's reflections written after each weekend date
  - Ensure each cohort is operating in fidelity with the vision and philosophy of the Communities.
- Attend each community cohort throughout the program
  - Be present at the first or second meeting date
  - Attend each community cohort to facilitate the values process
  - Return to cohorts as needed to renew/review or support facilitators' and learners' adherence to the to the determined values and program requirements and needs
  - Fill in as needed when facilitators cannot be present
  - Attend each Capstone Fair as able due to scheduling
- Serve as the advisor for the graduate students within each of the communities
  - Recruit and communicate with each learner to welcome them to the program
  - Create Programs of Study for each learner
  - Approve elective courses for each learner
  - Read the Institutional Review Board proposals for each learner's Action Research studies
  - Read each Action Research Paper at the end of the learner's program

- Oversee the program development, continuous improvement, and assessment of this program with input of the facilitators and consultation with the dean of the School of Education and Counseling.

### **Additional Mentor**

A co-mentor (serving part-time) is hired to co-facilitate the facilitator development as well as serve as mentor when the full-time faculty member/mentor is also serving as a co-facilitator for one of the Communities. The co-mentor will:

- Co-facilitate the facilitator development retreats (summer -face-to-face and fall and spring -Zoom)
  - Create and facilitate activities to allow all Facilitators to understand, and determine how to facilitate, the key components of the program
  - Lead discussions with Facilitators on changes in books, activities, program requirements
  - Support the relationship building of true community between co-facilitators of each cohort as well as of all the facilitators with one another and with the mentor
- Communicate with facilitators prior to and after the Saturday meeting dates
  - Offer feedback to each team's agendas prior to each weekend meeting date
  - Give responses to each facilitator's reflections written after each weekend date
  - Ensure each cohort is operating in fidelity with the vision and philosophy of the Communities.

### **Additional Mentor Additional Duties / Administrative Hours:**

#### Summer

- Preparation and participation in summer facilitator development retreat
  - Preparation/planning with WSC mentor for 2-day facilitator development retreat (8 hours)
  - Co-facilitation of 2-day facilitator development retreat with WSC mentor (9 hours/day = 18 hrs)

#### Fall Semester

- Monthly communication with WSC mentor and co-facilitator prior to Saturday class meetings
  - Prior to weekend and reflection and discussion after (2 hours/month = 10 hours)
- Preparation with WSC mentor for monthly facilitator development
  - Monthly (Aug-Nov or Sept-Dec) (2 hours/month = 8 hours)
- Co-facilitation of facilitator development
  - Monthly via Zoom (Aug-Nov or Sept-Dec) (2 hours/month = 8 hours)

#### Spring Semester

- Monthly communication with WSC mentor and co-facilitator prior to Saturday class meetings
  - Prior to weekend and reflection and discussion after (2 hours/month = 10 hours)
- Preparation with WSC mentor for monthly facilitator development
  - Monthly (Jan-May) (2 hours/month = 10 hours)
- Co-facilitation of facilitator development
  - Monthly via Zoom (Jan-Apr) (2 hours/month = 8 hours)
  - End-of-Year via Zoom (May) (2 hours)

## PROGRAM CONCEPTS

The courses are established for each semester, yet many of the concepts within them are threaded throughout the four semesters. The key concepts are listed below. See syllabi (Appendix J) for more information for each as well as additional concepts developed in each course.

Community	Constructivism Learning Theory	Reflection/Reflective Practice
Diversity	Action Research	Communication
Ways of Knowing	Assessment and Grading	Values
Issues and Trends in Education	Inquiry	Differentiation
Collaboration	Technology	Leadership
Professional Development	Curriculum	Culturally Responsive Teaching
Social Aspects of Teaching		

Resources: Includes but not limited to - Duckworth, Dewey, Senge, Covey, Peck, Wheatley, Palmer, Garner, Glasser, Wiggins, Brooks, NBPTS, Wiggins, McTighe, Gay, Tatum, Delpit, Ladson-Billings, Hammond, Tomlinson, Gelb, Falk, Blumenrich, Johnson, Dweck, Smith

## PROGRAM PRODUCTS

- Monthly Reflections (see page 13)
- Portfolio (see page 13)
- Professional Development Plan (PDP) (see page 13)
- Semester Validation (see page 14)
- Action Research File Paper (see page 14)
- Capstone Project (see page 14)

## PROGRAM ASSESSMENT

Learners are assessed at the program level at the end of year one (fifteen credit hours), at the end of year two (thirty-six credit hours), and one year past graduation. A Survey Monkey questionnaire (see Appendix B), monitored by the School of Education Assistant to the Dean, is made available to each learner or graduate in late April of each year. Data from each Community is shared with the mentors and the specific facilitators for that community. Data for all Communities is reviewed by the mentors and facilitators during summer facilitator development and throughout the academic year as needed.

## BOOK AND RESOURCES LIST

To support overall program fidelity, common books and resources are used by each community/cohort yet it is up to each to determine at what point in the program they will be used. The list is reviewed and updated together, annually by the mentors and facilitators. Facilitators, in consult with the mentors, may elect to add a text or additional resources. (See Appendix C for Required Book List and Appendix D for Required Resources List.)

## PROGRAM COMPONENTS – UNIQUE TO THE COMMUNITY OF LEARNING FORMAT

### Stages of Community

It is essential to develop a positive culture that supports those in the community. To promote learning within community, a foundational resource in this program is M. Scott Peck's Community Model taken from *The Different Drum*, Chapter IV, The Genesis of Community (1987, p. 77-106). Each community processes the Four Stages of Community: 1) Pseudocommunity, 2) Chaos, 3) Emptiness, and 4) Community) within the first semester of the program and revisits throughout the two-year program.

### Advisory Groups

Diversity is a key concept and value of the program. In creating a community, it is important to value to diverse aspects of each individual – leading to the creation of Advisory Groups as a home base/support system for the learners (Collay, Dunlap, Enloe, and Gagnon, 1998). The creation of Advisory Groups is usually done during the first or second meeting date through a process that creates groups of 4-6 individuals who are as diverse as possible. Once created, these Advisory Groups meet during each Saturday meeting date, communicate between monthly meetings, and support one another in the Validation Process at the end of each of the four semesters.

### Additional Groups

Throughout the two years, the facilitators will organize additional groups that will meet flexibly during the weekends: 1) Job-Alike groups = those with similar grade or content taught; 2) Generation Groups = gen x, gen y, etc.; 3) Flexible Interest Groups = randomly created groups based on the task and number of groups, or individuals in each group, needed; 4) Expert Groups = based on learner strengths; 5) Writing Groups = based on learner writing strengths; 6) Any additional grouping the community sees valuable for a learning experience.

### Community Values

It is dependent upon all participants (learners and facilitators) to create a community of learning; therefore, it is essential that values are established unique to each community. This process occurs in the middle of the first year that the community meets. The Mentor for all communities is available to facilitate the process, as the facilitators are part of the community and must be part of establishing the values along with the learners. Together they work individually to create a list of what they need and are able to give so that all involved are successful in the program. The individual thoughts are then brought to the whole group for processing on which to include and define. From this process, each community creates value statements that all agree to. Use of the Values Handout and Values Process Posters guides the process for developing values (See Appendix E.)

### Professional Practice Expectations

Attendance is required unless there is an extreme circumstance that has been discussed with the advisory group and facilitators. An activity to demonstrate that when someone is not “present” that voice is not heard, and the dynamics of the Community changes, will be facilitated for each Community. Each Community will then develop expectations and agree upon accountability for being “present” and how to “make up” time and activities (see questions below). Inability to demonstrate an agreed-upon level of professional practice may have an impact on semester grades and in extreme cases may result in recommendation for removal from program.

Each Community will discuss the following questions to determine Professional Practice:

How many times is it “acceptable” to miss?

For what reasons is it OK to miss?

What happens when “you” are gone?

Fair is not always equal--being said--what does that mean for “our” community?



What is professional disposition?

### **Reflective Practice through Monthly Reflections**

Reflective Practice (Brooks, 1995) is a foundational component of the program. The purpose of the monthly reflection is designed to help each learner think deeply about the happenings in one's classroom/environment connected with the readings and activities from class. Reflections are about connections. Learners will reflect each month on the following prompts (or variations) as applicable:

What have I learned? How will I apply it?

Are my students' needs being met? How so?

How did/can I use the information/knowledge from the last class and from this month's online activities?

What connections have I made from what I've read or done?

How can I adapt an activity from this class to use in my classroom/environment?

What have I read or discussed with others that gave me an "a-ha" moment?

What am I still struggling to understand?

The monthly reflections are shared with Advisory Group members and facilitators each month. Facilitators give feedback that prompts learners for continued growth.

### **Problems of Practice**

The framework is centered on elements that support the improvement of professional practice of the participants and the enhancement of learning of their PK-12 students or clients. Problems of practice are explored throughout and focused on specifically during the action research process.

### **Portfolio**

Will include monthly reflections, PDP, drafts of Action Research Paper, etc. The goal is to show connection between what is being processed and learned in the program and the impact it is having on the learner's classroom or work environment. Each community can determine if the portfolio is paper, electronic, or a combination of the two.

### **Professional Development Plan**

Each learner designs a plan of learning responsive to his/her own learning needs and interests. This Professional Development Plan (PDP) serves as the basis for the learner's reflection on progress and celebration/validation of learning. Components can include:

- Vision of the learner as part of the community
- Clear but flexible professional development goals
- Timeline of when goals will be addressed and achieved
- Evidence of a plan for acquiring knowledge and application
- Professional supports and resources

## Semester Validation

With guidance from the facilitators, the learners of each community work together to create a rubric/scoring guide to assess learning for that semester. This may be done by each advisory group or by the community as a whole. Each learner then self-scores his/herself using the rubric/guide in preparation for meeting with his/her advisory group for the validation process. The validation process then includes a written reflection of semester growth and an exhibition, oral sharing of the learner's portfolio. Scoring, along with noted evidence of learning/growth and recommendations for improvement/growth, is recorded on the Validation Grade Sheet for each learner by another in the advisory group. Facilitators support the learners through this process and intervene only when necessary to mediate any disputes and/or dilemmas during this process. Facilitators record in the Wayne State College system the grade that is agreed upon by the learner with his/her advisory group and recorded on the Validation Grade Sheets. (See Semester Self-Reflection Form and Validation Grade Sheet Template in Appendix F.)

## Action Research as Applied Research

Throughout the two years, learners develop and facilitate action research in their classrooms or workplaces. In the first year they explore issues or questions as part of each individual's goal for improved professional practice. As the required final research component of the program, each learner writes a file paper to document his/her Action Research study to include the following: Introduction, Review of Literature, Methodology, Findings, and Discussion (Johnson, 2009). This is the required component of EDU 693 Final Research. This final research requirement, the action research process and eventual paper, is guided and scored by the learner's co-facilitators.

The Application for Final Research (See Appendix G) is completed in the fall of year two.

The final research paper must be scored and placed on file with the Graduate Office and School of Education and Counseling Office 28 calendar days prior to the anticipated date of graduation. (See Appendix H for Final Research Project Approval/Signature Form, the scoring form used by the co-facilitators to evaluate the final research.

## WSC Human Subjects Institutional Review Board (IRB) Application

At the end of the second semester, each learner will submit an application to the Wayne State College Human Subjects Instructional Research Board to obtain approval for the action research study. Johanna Barnes serves on the HSIIRB, so the applications can be sent directly to her for review. The signed permission from the school's administrator and special education director, giving their permission for the study to be completed in the school and with students with IEPs and 504 plans respectively, are required components of the application.

## Capstone

At the conclusion of the program, learners will create a demonstration of learning that shows connection between what was learned/gained to what can be applied in his/her work setting.

- 1) Traditionally, each learner contributes his/her own learning alongside the other learners in that community. This is usually held as a Capstone Fair during the last month the community meets of year two. Family, colleagues, friends, and those interested in the program often attend to learn more from the learners' research findings and reflections/connections. The format for the Capstone Fair is decided by the learners – most often as a whole-group opening, a poster-session and/or small-group presentations, and a whole-group closing.
- 2) The facilitators and learners of each cohort may determine additionally how learners can share their research findings and program connections with specific audiences that can benefit from the information. This may include PLCs, school staff, parent groups, etc.

## WSC GRADUATE PROGRAM REQUIREMENTS

### Checklist for Admission to and Continuance in the Curriculum & Instruction-Instructional Leadership Program

- \_\_\_ Have a 2.75 or above undergraduate cumulative GPA upon admission OR earn a GPA of 3.0 or higher for the first nine (9) graduate hours completed at WSC.
- \_\_\_ Maintain a minimum 3.0 cumulative GPA in all graduate course work.
- \_\_\_ With your advisor and before completing 9 credit hours, complete the Program of Study form. Programs of Study are included in the Appendix of this document.

**Failure to complete any of these admission requirements will result in the placing of a registration hold on the student's account.**

### Checklist for Approval for Graduation

- \_\_\_ Maintain a minimum 3.0 cumulative GPA in all graduate course work (C or above for each course).
- \_\_\_ As the Non-Thesis option, near the completion of 24 credit hours of course work, complete the MSE Non-Thesis Application for Final Research Requirement form. This form is included in the Appendix of this document.
- \_\_\_ The Final Research (Action Research) must be approved and placed on file in the Graduate Office no later than 28 calendar days before anticipated date of graduation. The Final Research must have a signed Approval/Signature Form attached to the front of the document. The Final Research Requirement Approval/Signature form is included in the Appendix of this document.
- \_\_\_ Submit an Application for Graduation to the Graduate Office no later than the end of the second week of the semester in which the student intends to graduate. The Application for Graduation is included in the Appendix of this document.

### Final Research Requirement (Non-Thesis Option)

The Final Research Requirement is a graduation requirement for the Master of Science in Education (MSE) in Curriculum & Instruction-Instructional Leadership. All candidates in the Communities of Learning are required to submit a completed Action Research project.

The Final Research Requirement must demonstrate the candidate's abilities to meet all of the following criteria:

1. knowledge of research and the skills of inquiry;
2. depth of thought, organization, competence in the discipline and the ability to reflect on practice;
3. writing proficiency at the graduate level; and
4. address the meeting of the five Advanced Program Goals:
  - a. professional dispositions that pervade every aspect of their profession;
  - b. unique nature of individuals - cognitively, linguistically, socially, emotionally and physically;

- c. content required for their assigned position;
- d. effective strategies that foster engagement and build the relationships that lead to success; and
- e. professional responsibility and professional skills required for their position.

The journey of formulating and writing your research project begins with the facilitator. *However, the responsibility for this Final Research Requirement is that of the graduate student; the facilitator/advisor is the person who guides students through the process. Check with the Wayne State Faculty mentor concerning the requirements and details of the Final Research Requirement.*

Remember that students must make an application to the Graduate Office and be approved for their Final Research. Forms are available on the G-Drive and also from Rhonda Sebade in the Graduate Office.

### Organization and Format of the Research for Action Research Projects

Within the final research choices (non-Thesis option) the following format is required:

1. Title Page
2. Introduction (may be titled Chapter 1)
  - a. Opening Paragraph
  - b. Significance of the Study
  - c. Statement of the Problem
  - d. Limitations of the Study
  - e. Definitions
3. Review of Literature (may be titled Chapter 2)
4. Methodology (may be titled Chapter 3)
  - a. Design of the Study (include IRB application processes here)
  - b. Description of the Population and Sample
  - c. Description of Data Collection Process, Instrument(s) and other Materials
  - d. Description Procedures to be Followed
  - e. Type of Data Evaluation (ex.: Quantitative-Statistics or Qualitative-Coding)
5. Analysis/Findings (may be titled Chapter 4)
6. Conclusions & Professional Applications (may be titled Chapter 5)
7. References Cited in the Research (should include a broad awareness and understanding of research appropriate for graduate study)
8. Appendices (ex: Cover Letters, Permission Forms, Surveys and/or Interview Questions)

If the candidate or their advisor desires to use an alternate format, they must seek written permission of the Dean of the School of Education and Counseling to do so.

Upon approval of the advisor, the *Final Research Paper* must be placed on file with the Graduate Office and the appropriate School Office 28 calendar days prior to the anticipated date of graduation. The *Final Research Paper, Project, or Portfolio* filed must be an original copy, contain a Final Research Requirement Approval/Signature form, and be signed by the advisor and another faculty member.

## Graduation

Graduate students must file an Application for Graduation with the Graduate Office *no later than the end of the second week of the semester in which the student intends to graduate*. All other requirements, including completion of in-progress grades from previous terms, must be met by the end of the sixth week of the semester of graduation.

Summer graduates are eligible to participate in the May or December commencement ceremony. Summer graduates desiring to participate in the May commencement must file an Application for Graduation with the Graduate Office no later than the end of the second week of the spring semester.

Once a student's name appears in a commencement program, their name will not be listed again in any subsequent commencement programs, nor will the student be able to participate in any upcoming commencement exercises.

Students must have a cumulative graduate GPA of 3.0 or better to graduate. Graduate degrees carry no "honors" designation.

## Appendix A – Overarching Syllabus



### Master of Science Curriculum & Instruction-Instructional Leadership

**Location #** Community of Learning (Year 1-Year 2)

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#### Facilitators:

#### Mentor:

#### Program of Study:

EDU 510 Culturally Responsive Teaching  
EDU 603 Intro. to Graduate Studies & Research  
EDU 626 Advanced Educational Psychology  
EDU 627 Current Issues and Trends in Education  
EDU 635 Differentiated Methodology  
EDU 651 Classroom Assessment

EDU 652 Instructional Theory & Practice  
EDU 658 Fund. of Curriculum Development  
EDU 674 History and Philosophy of Education  
EDU 693 Final Research

Specialty Work (6 credits of approved electives)

The **Location #** Community of Learning will utilize constructivist strategies to encourage, support, and foster effective education for future learners as they focus on the following pillars of this specific program:

- Community
- Constructivism
- Reflection
- Diversity
- Action Research

#### Mission Statement:

WSC Graduate Programs facilitate the development of dynamic professional educators who collaborate for the benefit of self and others, school, community, and the profession. This mission is accomplished through inquiry, reflection, excellence in teaching and learning, and regional service.

#### Graduate Program Principles:

- Teachers are committed to students and their learning.
- Teachers know the subjects they teach and how to teach those subjects to students.
- Teachers are responsible for managing and monitoring student learning.
- Teachers think systematically about their practices and learn from experience.
- Teachers are members of learning communities.

The principles align with the five core propositions of the National Board for Professional Teaching Standards. NBPTS - National Board of Professional Teaching Standards: The Five Core Propositions.

**Location # Community of Learning Outcomes:****Community of Learning Products:**

- Monthly Reflections
- Portfolio
- Action Research File Paper
- Capstone project
- Semester Validations
- Professional Development Plan (PDP)
- Capstone Project
- Shared Community Values

**Concepts for the Community of Learning:**

- Collaboration
- Constructivism
- Action Research
- Portfolios
- Values
- Community Building
- Diversity
- Professional Development
- Leadership
- Assessment/Grading
- Literature Reviews
- Social/Academic Aspects
- Reflection
- Goal Setting
- Writing
- Conflict Resolution
- Program Validation
- Differentiation
- Technology
- Teaching Strategies
- Ways of Knowing
- Focus on Practice
- Future Plan

Appendix B – Program Assessment - Post Year 1, Year 1, and Graduation Questions in Survey Monkey

**MSE - Curriculum & Instruction / Instructional Leadership  
Community of Learning Delivery Model**

1. Select Your Community:

- West Point #1
- Grand Island #3
- Norfolk #5
- Fremont #10
- South Sioux City #14

2. Create your unique code (first two letters of your birth city, two digit birth month, and two digit birth date with no spacing in between; for example, born in Wayne on June 15 would be wa0615) enabling us to compare your program midpoint and endpoint responses *without* being able to identify you individually.

**3. Evaluation of Program**

Please rate each of the following statements on a scale of 1 = Strongly disagree to 4 = Strongly agree.

	Strongly disagree	Disagree	Agree	Strongly agree
The program content relates to program objectives.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The program provides content that enables critical analysis and reflection.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The action research component of the program is useful and applicable to solving problems in my work setting.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The program content is challenging.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The assigned readings are useful and appropriate for the program and goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The time given to complete and return the assignments is adequate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The learning experiences are applicable to my classroom/work setting and assist me resolve problems of practice.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The program provides opportunities for learners to interact with and learn from each other.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



#### 4. Evaluation of Facilitators

Please rate each of the following statements on a scale from 1 = Strongly disagree to 4 = Strongly agree.

	Strongly disagree	Disagree	Agree	Strongly agree
The facilitators demonstrate awareness of current issues and trends in education.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The level of learner facilitator interaction supports and enhances the purpose of the program.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The facilitators are receptive to and encourage learners questions and participation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The facilitators respond to questions clearly and constructively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The facilitators are open to learner ideas and viewpoints.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The facilitators model effective instructional strategies.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The facilitators provide learners with feedback to support learner growth.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Overall, I am satisfied with the design and delivery of this program.</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>The Community of Learning MSE in C&amp;I is valuable and one I would I would recommend to other educators.</b>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. Program strengths:

6. Program improvement recommendations:

7. Which is the most important aspect of the MSE Curriculum and Instruction--Instructional Leadership Community of Learning program? Please explain.

8. How has your experience in the program impacted your practice?

9. How has your participation in the program impacted your professional attitudes toward diversity?

10. How has your participation in the program impacted your professional attitudes toward community?

11. How has your participation in the program impacted your attitudes and abilities regarding research?

12. How has your participation in the program impacted your attitudes and abilities regarding reflection?

13. How do you believe your participation in the program impacted your students' learning?

14. How do you believe your participation in the program impacted your leadership ability?


15. Why did you decide to select the graduate program delivered through the Community of Learning delivery model?

16. What would you tell others about the *program* and the *Community of Learning delivery model*?

## Appendix C – Required Book List

## Community of Learning Book List

## Courses Listed in Fall – Year 1







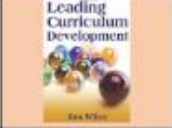
Course	Text	Notes from Facilitator Dev. July 2017	Notes added Summer 2018	Notes from Facilitator Development May 1, 2019	Notes To Add:
EDU 603 Introduction To Graduate Studies	Falk, B. & Blumenreich, M. (2005). The Power of Questions: A guide to teacher and student research. Portsmouth, NH ISBN-13: 978-0325008987		Keep	Move to requiring in the fall semester of year one.	Keep using/requiring for learners.
	Johnson, A. P. (2009). Action research: What every teacher should know about it. Portsmouth, NH: Heineman ISBN-13: 978-0137155842			Added to student book list.	Keep using/requiring for learners. We can talk more about if/how the use of this book is helping the learners.
	Dweck, C. (2006). Mindset. The new psychology of success. ISBN-13: 978-1400062751				Keep using/requiring for learners.
	Gelb, M. (2000). How to think like Leonardo da Vinci: 7 steps to genius every day.		Keep	Recommend requiring for Year 1 Spring	Keep using/requiring for learners.
EDU 626 Advanced Educational Psychology	Brooks, J. & Brooks, M. (1999). In search of understanding: The case for constructivist classrooms. ISBN: 0130606626		Keep	Keep	Keep using/requiring for learners.
EDU 674 History and Philosophy of Education	Smith, F. (1998). The book of learning and forgetting. ISBN: 080773750X			Keep	Keep using/requiring for learners.

Courses Listed in Spring – Year 1

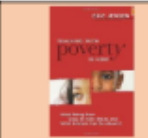

EDU 627 Current Issues and Trends in Education	Mageria, J. (2016). <i>Courageous Edventures: Navigating Obstacles to Discover Classroom Innovation</i> (Corwin Teaching Essentials) 1st Edition			New book that we want to purchase - will order copies for facilitators and place on book list moving forward to use/require for learners.		
EDU 651 Assessment in the Classroom	Wormeli, R. (2006). <i>Fair isn't always equal: Assessing and grading in the differentiated classroom.</i> ISBN-13: 978-1571104243		Keep	Keep	Keep using/requiring for learners.	
	Litty, D. & Grabelle, S. (2004). <i>The big picture: Education is everyone's business.</i> ISBN: 0871209713		Keep	Keep	Keep using/requiring for learners.	

Courses Listed in Fall – Year 2

Course	Text	Notes from Facilitator Development July 2017	Notes added Summer 2018	Notes from Facilitator Development May 1, 2019	Notes To Add:	
EDU 652 Instructional Theory and Practice	Richhart, R., Church, M., & Morrison, K. (2011). <i>Making thinking visible: How to promote engagement, understanding, and independence for all learners.</i> ISBN: 047091551X		Keep	Keep	Keep using/requiring for learners.	

Courses Listed in Fall – Year 2 continued							
	<p><b>Choose 1 of the following:</b></p>  <p><i>Teaching Smarter with the Brain in Focus</i> by Sarah Armstrong ISBN - 10: 0545021200</p>  <p><i>Brain Rules: 12 Principles for Surviving and Thriving at Work, Home, and School</i> by John Medina ISBN-13: 978-0983263371 ISBN-10: 098326337X</p>  <p><i>The Teenage Brain: A Neuroscientist's Survival Guide to Raising Adolescents and Young Adults</i> by Frances E. Jensen with Amy Ellis Nutt ISBN: 978-0-06-206784-5</p>  <p><i>The Brain That Changes Itself: Stories of Personal Triumph from the Frontiers of Brain Science</i> by Norman Doidge ISBN: 978-0-670-03830-5 ISBN: 978-0-14-311310-2</p>  <p><i>Why Zebras Don't Get Ulcers</i> by Robert M. Sapolsky ISBN-13: 978-0-8050-7369-0 ISBN-10: 0-8050-7369-8</p>  <p><i>The Art of Changing the Brain: Enriching the Practice of Teaching by Exploring the Biology of Learning</i> by James E. Zull ISBN-13: 978-1579220549 ISBN-10: 1579220541</p>			Continue with Choice			
EDU 658 Fundamentals of Curriculum Development Pk-16	Wiles, J. (2008). <i>Leading curriculum development.</i> ISBN-13: 978-1412961417		Keep	Keep	Keep using/requiring for learners.		
EDU 635 Differentiated Methodology					TBD - we discussed having a list of choice books like we did for the brain.		

## Courses Listed in Spring – Year 2

EDU 510 Culturally Responsive Teaching	Jensen, E. (2009). Teaching with poverty in mind: What being poor does to kids' brains and what schools can do about it. ISBN: 1416608842		Keep	Keep	Keep using/requiring for learners.	
EDU 693 Final Research	APA Manual ISBN: 1433805618		Keep	Keep	Keep for facilitators.	

Books to have available for Facilitators as Resources - some *may* be used per individual Communities per discretion of facilitators

	Creswell, J.W. (2018). Research design: Qualitative, Quantitative, and Mixed Methods Approaches ISBN-13: 978-1452226101		Provide for facilitators as resource.	Order 5th editions for new faculty.	Keep for facilitators.	
	Mertler, C. (2017). Action research: Improving schools and empowering educators 5 <sup>th</sup> edition. ISBN-13: 978-1483389059		Provide for facilitators as resource.	Keep for facilitators.	Keep for facilitators.	
	McBride, W. (1997). Entertaining an elephant. ISBN-13: 978-0965625401		Have a copy for each facilitator to use as desired.	Keep for facilitators.	Keep for facilitators.	
	Day, C. (2004). A passion for teaching. ISBN: 1412960134		Keep for facilitators South Sioux City 14 using in spring	Keep for facilitators	Keep for Facilitators SSC 14 is having learners purchase and use.	
	Digh, P. (2008). Life is a verb: 37 days to wake up, be mindful, and live intentionally. ISBN-13: 978-1599212951			Norfolk 5 is using in Fall	Keep for Facilitators Norfolk 5 is having learners purchase and use.	

## Appendix D – Required Reading List

- M Scott Peck
  - Chapter 4 - Stages of Community Making from The Different Drum (1998)
- Geneva Gay
  - Chapter 2 - Pedagogical Potential of Cultural Responsiveness (2010)
  - Teaching to and Through Cultural Diversity (2013)
- Lisa Delpit
  - Ch 4 Warm Demanders (2012)
  - Education in a Multicultural Society (2006)
- Beverly Daniel Tatum - Why Are All the Black Kids Sitting Together (1997)
  - Ch 4 – Identity Development in Adolescence – *“Why are all the black kids sitting together?”*
  - Ch 6 – Development of White Identity – *“I’m not ethnic; I’m just normal.”*
- Gloria Ladson Billings
  - But That’s Just Good Teaching (1995)
  - Pedagogy of Poverty (2014)
- Carol Ann Tomlinson
  - Varied resources related to differentiation

## Appendix E – Values Handout and Values Process Posters

# Values

The following has been taken from

**7 Steps to Discover Your Personal Core Value** by Scott Jeffrey and

**What Are Your Values? Deciding What's Most Important in Life** from MindTools

## How would you define your values?

Before you answer this question, you need to know what, in general, values are.

Your values are the things that you believe are important in the way you live and work.

They (should) determine your priorities, and, deep down, they're probably the measures you use to tell if your life is turning out the way you want it to.

When the things that you do and the way you behave match your values, life is usually good – you're satisfied and content. But when these don't align with your personal values, that's when things feel... wrong. This can be a real source of unhappiness.

This is why making a conscious effort to identify your values is so important.

## Why Personal Core Values Are Important

Values are a part of us. They highlight what we stand for. They can represent our unique, individual essence.

Values guide our behavior, providing us with a personal code of conduct.

When we honor our personal core values consistently, we experience fulfillment.

When we don't, we are incongruent and are more likely to escape into bad habits and regress into childish behavior to uplift ourselves.

## Defining Your Values

When you define your personal values, you discover what's truly important to you. A good way of starting to do this is to look back on your life – to identify when you felt really good, and really confident that you were making good choices.



## Step 1: Identify the times when you were happiest

Find examples from both your career and personal life. This will ensure some balance in your answers.

- What were you doing?
- Were you with other people? Who?
- What other factors contributed to your happiness?

## Step 2: Identify the times when you were most proud

Use examples from your career and personal life.

- Why were you proud?
- Did other people share your pride? Who?
- What other factors contributed to your feelings of pride?

## Step 3: Identify the times when you were most fulfilled and satisfied

Again, use both work and personal examples.

- What need or desire was fulfilled?
- How and why did the experience give your life meaning?
- What other factors contributed to your feelings of fulfillment?

It's also helpful to think about...

### Suppressed Values

Now, go in the opposite direction;

- Consider a time when you got angry, frustrated, or upset.
- What was going on? What were you feeling? Now flip those feelings around.
- What value is being suppressed?

## Step 4: Determine your top values, based on your experiences

Why is each experience truly important and memorable? Use the following sample from a list of common personal values to help you get started – and aim for about 10 top values. (As you work through, you may find that some of these naturally combine. For instance, if you value philanthropy, community, and generosity, you might say that service to others is one of your top values.)

Accountability	Excellence	Perfection
Accuracy	Excitement	Piety
Achievement	Expertise	Positivity
Adventurousness	Exploration	Practicality
Altruism	Expressiveness	Preparedness
Ambition	Fairness	Professionalism
Assertiveness	Faith	Prudence
Balance	Family-orientedness	Quality-orientation
Being the best	Fidelity	Reliability
Belonging	Fitness	Resourcefulness
Boldness	Fluency	Restraint
Calmness	Focus	Results-oriented
Carefulness	Freedom	Rigor
Challenge	Fun	Security



Stop here!

Now, create a list of your top *up to 10* personal values, which may or may not have overlap in what you might consider in your top *up to 10* professional values. Take a little time to make a list for each – personal and professional that you will share out with the others in your community.

If you would like to continue the development of your personal values later for yourself, there are two final steps on the last page.

## Step 5: Prioritize your top values

This step is probably the most difficult, because you'll have to look deep inside yourself. It's also the most important step, because, when making a decision, you'll have to choose between solutions that may satisfy different values. This is when you must know which value is more important to you.

- Write down your top values, not in any particular order.
- Look at the first two values and ask yourself, "If I could satisfy only one of these, which would I choose?" It might help to visualize a situation in which you would have to make that choice. For example, if you compare the values of service and stability, imagine that you must decide whether to sell your house and move to another country to do valuable foreign aid work, or keep your house and volunteer to do charity work closer to home.
- Keep working through the list, by comparing each value with each other value, until your list is in the correct order.

## Step 6: Reaffirm your values

Check your top-priority values, and make sure that they fit with your life and your vision for yourself.

- Do these values make you feel good about yourself?
- Are you proud of your top three values?
- Would you be comfortable and proud to tell your values to people you respect and admire?
- Do these values represent things you would support, even if your choice isn't popular, and it puts you in the minority?

When you consider your values in decision making, you can be sure to keep your sense of integrity and what you know is right, and approach decisions with confidence and clarity. You'll also know that what you're doing is best for your current and future happiness and satisfaction.

Making value-based choices may not always be easy. However, making a choice that you know is right is a lot less difficult in the long run.

### *Key Points*

Identifying and understanding your values is a challenging and important exercise. Your personal values are a central part of who you are – and who you want to be. By becoming more aware of these important factors in your life, you can use them as a guide to make the best choice in any situation.

Some of life's decisions are really about determining what you value most. When many options seem reasonable, it's helpful and comforting to rely on your values – and use them as a strong guiding force to point you in the right direction.

# Community Values

What do you **NEED** to be successful in this master's degree program?

What are you **WILLING TO GIVE** to the members of this community?

# Community Values

## Strongly Disagree

I do not agree with having this as a value. I need to hear more about the definition and thoughts others have as to its support for our working and learning together. I will work with this group to identify our list of concerns, complete with rationale.

# Community Values

## Disagree

I do not think this word is a value. Therefore, I am not sure where I belong, so I am here to listen for clarification. I will ask my questions as we go on with the process.

# Community Values

## Strongly Agree

This is a very necessary value for me. I need it in order to be a successful learner.

I think it will help others if I provide this for them. Therefore, I am in this corner to help develop a definition for this value.

# Community Values

## Agree

I think this will be a useful value for us once we have defined it as a support for our success. However, I would like to share a minor reservation about the term. Therefore, I will work with this team to develop a definition once I have shared my concern.



Appendix F - Semester Self-Reflection Form



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Curriculum & Instruction-Instructional Leadership  
**Community # Community of Learning**  
*Self-reflection ~ Semester Year*

Name of Member: \_\_\_\_\_

Where I was...

Where I am now...

Where I'm going...

Appendix G - Semester Validation Grade Sheet Template



Curriculum & Instruction-  
Instructional Leadership

**Name and # Community of Learning**

*Semester/Year* Grades to Reflect Evidence of Learning

**Name of Learner:**

Based upon the demonstration of learning from this semester, the consensus of the advisory group is that this learner has earned the following grades:

EDU ###	Title of Course	_____
EDU ###	Title of Course	_____
EDU ###	Title of Course	_____

Evidence of Growth, and Suggestions for Improvement, are listed below:

**Advisory group signatures:**

_____	_____
_____	_____
_____	_____

*Semester/Year*

# Appendix H – MSE Non-Thesis Application for Final Research Requirement



## MSE Non-Thesis Application for Final Research Requirement

(to be completed when the student nears completion of 24 semester credit hours)

STUDENT NAME

STUDENT ID NO

ADDRESS Street Address/P. O. Box  
City, State ZIP CODE

EMAIL ADDRESS

CURRICULUM & INSTRUCTION EMPHASIS

ADVISOR'S NAME

ANTICIPATED DATE OF GRADUATION

**Final Graduate Comprehensive Examination**  
Comprehensive Examination Date

**Final Research Paper**  
Title of Research Paper

**Final Research Project**  
Title of Project   
Action Research (requires Human Subjects Institutional Review Board (HSIRB) Application form)  
Date approved by HSIRB Council

Student Signature Date

Advisor Signature Date

**Appendix I – Final Research Project Approval/Signature Form**



**Final Research Project Approval/Signature Form**

STUDENT NAME (Please type or print)

**FINAL RESEARCH REQUIREMENT EVALUATION COMPLETED BY THE FACILITATOR**

Category	Does Not Meet 1	Progressing 2	Proficient 3	Advanced 4
1. Professional dispositions that pervade every aspect of their profession				
2. Unique nature of individuals - cognitively, linguistically, socially, emotionally, and physically				
3. Content required for their assigned position				
4. Effective strategies that foster engagement and build the relationships that lead to success				
5. Professional responsibility and professional skills required for their position				

meets program requirements and accepted

Facilitator Date

Facilitator Date

Facilitator Date

## Appendix J – Syllabi for Each Course

### Fall Year One – EDU 603, EDU 626, EDU 674

#### EDU 603 Introduction to Graduate Studies and Research

#### Wayne State College

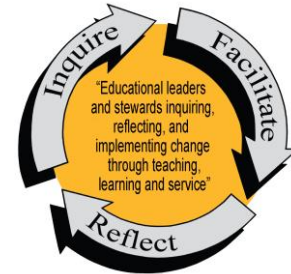
Fall Year One

#### Instructor:

**Class Meeting:** Saturdays (TBD) 8:00-4:30 and online

#### E-mail:

#### Phone:



#### Catalog/Course Description:

This is an introductory course recommended as the first course for graduate students. The course is designed to provide graduate students with a foundation for their degree program. Expectations for graduate programs will be addressed, including the Program of Study (an important document required of each graduate student). Beginning graduate students will develop a practical knowledge and application of basic types of research, as well as basic research tools and skills that will be helpful to them throughout their program. Graduate students will create a research plan and write a review of literature (paper.) Students will create appropriate survey and interview questions, develop a beginning understanding of educational statistics, and the process for developing a research proposal including Institutional Review Board requirements and application processes.

#### Required Textbooks:

Dweck, C. (2016). *Mindset: The new psychology of success*. New York, NY: Penguin Random House.

Falk, B. and Blumenreich, M. (2005). *The Power of Questions A Guide to Teacher and Student Research*. Portsmouth, NH: Heinemann.

Gelb, M. (2000). *How to think like Leonardo da Vinci: Seven steps to genius every day*.

Johnson, A.P. (2009). *Action research: What every teacher should know about it*. Portsmouth, NH: Heineman.

**Additional Resources (recommended, but not required):** Publication manual of the American Psychological Association (6<sup>th</sup> addition is the most current) or a pocketbook style booklet regarding general writing and APA citations. Many small writing style booklets are available, inexpensively, at bookstores or on-line. These should also be available through your local library or WSC's Conn Library. APA formatting guides also available at:

<https://owl.english.purdue.edu/owl/resource/560/01/>

#### *Mission Statement*

The mission of the unit is to facilitate the development of dynamic professional educators who collaborate for the benefit of self and others, school, community, and the profession. This mission is accomplished through inquiry, reflection, excellence in teaching and learning, and regional service.

#### *Philosophy*

The following statements of fundamental belief are congruent with and extend the mission, purpose, and philosophy of the unit. In each case, the processes of inquiry, reflection, and implementation will be used by candidates and practitioners to further the principal aim of providing leadership and stewardship for educational endeavors. Each statement is also a focal point for informing practice through inquiry and reflection. As a whole, they point the way toward the development of appropriate skills, knowledge, and dispositions that foster development of individuals, schools, and democratic communities.

#### *Belief Statements*

1. We believe professional educators and leaders possess the underlying disposition that learning and personal growth is achievable for and expected of all.
2. We believe professional educators possess knowledge of the theory and wisdom of practice associated with their area of specialty. They possess the knowledge, skills, and dispositions needed to manage, develop, and implement sound educational practices in their discipline(s).
3. We believe professional educators understand and value different ways of knowing. These include, but are not limited to, the objective scientific tradition, rational evidence-based argument, as well as intuitive, human connections that involve knowing from accumulated cultural wisdom.
4. We believe professional educators, utilizing appropriate interactive communication skills, engage in and foster positive interpersonal interactions. These interactions serve to strengthen relationships between and among people, enabling them to contribute to the creation of strong families, communities, and governing entities.
5. We believe professional educators engage in and promote life-long learning. They are intrinsically motivated to think critically, to make decisions, to learn independently, to use the reliable resources at their disposal, including technology, and to continue to develop mentally, physically, and emotionally.
6. We believe professional educators demonstrate a caring attitude for all people.
7. We believe professional educators value diversity.
8. We believe professional educators provide experiences and assessments that facilitate the developmental growth of all people they contact. To this end, professional educators continually plan and implement assessment strategies that serve to evaluate student development. In addition, they assess their own work and its effect on the learning of all students. They systematically inquire and reflect, using assessment feedback, to improve their own performance.
9. We believe professional educators value past and future perspectives that inform current circumstances and, further, that this belief yields an integrated, “real world” approach to educational practice.

**Course Goals: Upon completion of this course, students will be able to do the following:** (Aligned with National Board for Professional Teaching Standard Propositions and InTASC Standards)

- Understand the program of study and expectations in the MSE in Instructional Leadership (NBPTS 4,5); (InTASC 9,10)
- Identify different research paradigms (qualitative, quantitative, mixed methods) (NBPTS 4,5); (InTASC 9,10)
- Identify data collection methods relevant to teacher action research (NBPTS 4,5); (InTASC 9,10)
- Identify a problem of practice for action research project (NBPTS 4,5); (InTASC 9,10)
- Outline a review of the published literature pertaining to his/her action research (NBPTS 4,5); (InTASC 9,10)

**Note\*** As per the design of this program, some goals will be met in subsequent semesters throughout the two-year program.

<b>National Board for Professional Teaching Standards Core Propositions (NBPTS)</b>
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<a href="https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf">https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf</a>
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- |   |
|---|
| 1. Teachers are committed to students and their learning.                             |
| 2. Teachers know the subjects they teach and how to teach those subjects to students. |
| 3. Teachers are responsible for managing and monitoring student learning.             |
| 4. Teachers think systematically about their practice and learn from experience.      |
| 5. Teachers are members of learning communities.                                      |

<b>InTASC Model Core Teaching Standards</b>
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<a href="https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf">https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf</a>
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1. Learner Development
2. Learning Differences
3. Learning Environment
4. Content Knowledge
5. Application of Content
6. Assessment
7. Planning for Instruction
8. Instructional Strategies
9. Professional Learning and Ethical Practice
10. Leadership and Collaboration

### Instructional Activities and Methods

- Professional reading
- Scholarly writing
- Cooperative groups
- Discussion
- Speaker presentations
- Peer review of work
- Video analysis
- Etc.

### Course Policies

- Attendance is crucial, both in the face-to-face meetings and in the online component. Learners are entitled to hear from more than one voice and to have their voice heard as well.
- The instructors reserve the right to change course content in any manner deemed appropriate to meet professional or student needs and requirements.
- Incompletes are not given except in rather unusual or extenuating circumstances as determined by the instructors.

### Course Evaluation

- In order to model constructivist principles, a portfolio is the main assessment. Students are given the outcomes of the Community of Learning program and must validate their learning through these outcomes. Assessments are based on rubrics and are developed based on data gathered from learners.
- Portfolio components will include evidence of the developing action research components.
- Learners will participate in an exhibition grading opportunity at the end of the semester; a panel of peers will evaluate his/her work and provide feedback. Facilitators will mediate any disputes and/or dilemmas during this process.

### Grading Scale

A, B, C, F

### Supportive Services:

Wayne State College provides an array of services to assist students, including the US Conn Library and computer labs located across campus. Valerie Knight at Conn Library is a specialist in assisting students with online education. She can be contacted at 402-375-7443 or vaknight1@wsc.edu.

The Holland Academic Success Center provides assistance in career planning, goal setting, personality assessment, stress management, and individual and group counseling. They can be contacted at 402-375-7496 or by emailing Nancy Travnicek at natrav1@wsc.edu.

The college's Certification Office can provide assistance with any teacher or administrative certification questions. Contact Phyllis Spethman in the Field Experience & Certification Office at 402-375-7373 or phspeth1@wsc.edu.

**Disabilities Accommodations (ADA Policy):**

NOTE: In accordance with federal law, it is Wayne State College policy to comply with the Americans With Disabilities Act (ADA). If you believe that you have a physical, learning, or psychological disability that requires an academic accommodation, contact the Disabilities Services Coordinator by phone at (402) 375-7321 or in person at the Disability Services Program in the Counseling Center located in the Student Center, Room 103.

**Technical Support:**

Students should access WSC SAKAI courses via eCampus, the college's electronic portal. Your User Name is the same as your WSC network login – the first two letters of your first name, the first four letters of your last name, and a two-digit number, usually 01 unless there is more than one person with the same or similar name. Then, it may become 02, 03, etc.

**For new users, the password is sent to you by the college upon your admission to graduate studies.** If you have problems logging in or any technical problems, contact the WSC Help Desk at 375-7107, e-mail at helpdesk@wsc.edu, or at [https://www.wsc.edu/sakai\\_help](https://www.wsc.edu/sakai_help). If you are having problems with the SAKAI learning management software, you can also find assistance via a link for Online Student Resources in any SAKAI course.

**EDU 626 Advanced Educational Psychology**  
**Wayne State College**  
 Fall Year One

**Instructor:**

**Class Meeting:** Saturdays (TBD) 8:00-4:30 and online

**E-mail:****Phone:****Catalog/Course Description:**

A study of theories of learning and motivation, conditions and processes of affective, and psychomotor learning; personal qualities of a teacher; the teaching process, classroom management; teaching the exceptional learner; and the role of evaluation in learning and teaching. cognitive,

**Required Textbooks:**

Brooks, J. & Brooks, M. (1999). *In search of understanding: The case for constructivist classrooms*. Alexandria, VA: ASCD.

Jensen, E. (2010). *Teaching with poverty in mind: What being poor does to kids' brains and what schools can do about it*. Alexandria, VA: ASCD.

**Mission Statement**

The mission of the unit is to facilitate the development of dynamic professional educators who collaborate for the benefit of self and others, school, community, and the profession. This mission is accomplished through inquiry, reflection, excellence in teaching and learning, and regional service.

**Philosophy**

The following statements of fundamental belief are congruent with and extend the mission, purpose, and philosophy of the unit. In each case, the processes of inquiry, reflection, and implementation will be used by candidates and practitioners to further the principal aim of providing leadership and stewardship for educational endeavors. Each statement is also a focal point for informing practice through inquiry and reflection. As a whole, they point the way toward the development of appropriate skills, knowledge, and dispositions that foster development of individuals, schools, and democratic communities.



**Belief Statements**

10. We believe professional educators and leaders possess the underlying disposition that learning and personal growth is achievable for and expected of all.
11. We believe professional educators possess knowledge of the theory and wisdom of practice associated with their area of specialty. They possess the knowledge, skills, and dispositions needed to manage, develop, and implement sound educational practices in their discipline(s).
12. We believe professional educators understand and value different ways of knowing. These include, but are not limited to, the objective scientific tradition, rational evidence-based argument, as well as intuitive, human connections that involve knowing from accumulated cultural wisdom.
13. We believe professional educators, utilizing appropriate interactive communication skills, engage in and foster positive interpersonal interactions. These interactions serve to strengthen relationships between and among people, enabling them to contribute to the creation of strong families, communities, and governing entities.
14. We believe professional educators engage in and promote life-long learning. They are intrinsically motivated to think critically, to make decisions, to learn independently, to use the reliable resources at their disposal, including technology, and to continue to develop mentally, physically, and emotionally.
15. We believe professional educators demonstrate a caring attitude for all people.
16. We believe professional educators value diversity.
17. We believe professional educators provide experiences and assessments that facilitate the developmental growth of all people they contact. To this end, professional educators continually plan and implement assessment strategies that serve to evaluate student development. In addition, they assess their own work and its effect on the learning of all students. They systematically inquire and reflect, using assessment feedback, to improve their own performance.
18. We believe professional educators value past and future perspectives that inform current circumstances and, further, that this belief yields an integrated, “real world” approach to educational practice.

**Course Goals: Upon completion of this course, students will be able to do the following:** (Aligned with National Board for Professional Teaching Standard Propositions and InTASC Standards)

- Apply concepts of educational psychology (including, but not limited to, motivation, learning conditions, personal qualities of a teacher, classroom management, child and adolescent development, exceptionality, and instructional design (NBPTS 1,4,5); (InTASC 1,2,9,10)
- Describe a range of theories of learning (with a focus on constructivism) and describe their application in the classroom (NBPTS 1,4); (InTASC 1,2,9)
- Explain how the institution of school fosters and constrains different approaches to learning (NBPTS 1,4); (InTASC 1,2,9)
- Articulate ways in which a teacher can promote a constructivist approach to learning in his/her classroom (NBPTS 1,2,4,5); (InTASC 3,5,7,8)
- Integrate the theories of learning into the planning of a curriculum unit, beginning with the goals and working backward (NBPTS 1,4); (InTASC 1,2,9)
- Explain the importance in and role of reflection in learning (NBPTS 1,2,3); (InTASC 1,2,3,6,7,8)

**Note\*** As per the design of this program, some goals will be met in subsequent semesters throughout the two-year program.

<b>National Board for Professional Teaching Standards Core Propositions (NBPTS)</b>
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<a href="https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf">https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf</a>
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1. Teachers are committed to students and their learning.
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- |   |
|---|
| 2. Teachers know the subjects they teach and how to teach those subjects to students. |
| 3. Teachers are responsible for managing and monitoring student learning.             |
| 4. Teachers think systematically about their practice and learn from experience.      |
| 5. Teachers are members of learning communities.                                      |

<b>InTASC Model Core Teaching Standards</b>
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<a href="https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf">https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf</a>
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- |   |
|---|
| 1. Learner Development                        |
| 2. Learning Differences                       |
| 3. Learning Environment                       |
| 4. Content Knowledge                          |
| 5. Application of Content                     |
| 6. Assessment                                 |
| 7. Planning for Instruction                   |
| 8. Instructional Strategies                   |
| 9. Professional Learning and Ethical Practice |
| 10. Leadership and Collaboration              |

### Instructional Activities and Methods

- Professional reading
- Scholarly writing
- Cooperative groups
- Discussion
- Speaker presentations
- Peer review of work
- Video analysis
- Etc.

### Course Policies

- Attendance is crucial, both in the face-to-face meetings and in the online component. Learners are entitled to hear from more than one voice and to have their voice heard as well.
- The instructors reserve the right to change course content in any manner deemed appropriate to meet professional or student needs and requirements.
- Incompletes are not given except in rather unusual or extenuating circumstances as determined by the instructors.

### Course Evaluation

- In order to model constructivist principles, a portfolio is the main assessment. Students are given the outcomes of the Community of Learning program and must validate their learning through these outcomes. Assessments are based on rubrics and are developed based on data gathered from learners.
- Portfolio components will include evidence of the developing action research components.
- Learners will participate in an exhibition grading opportunity at the end of the semester; a panel of peers will evaluate his/her work and provide feedback. Facilitators will mediate any disputes and/or dilemmas during this process.

### Grading Scale

A, B, C, F

### Supportive Services:

Wayne State College provides an array of services to assist students, including the US Conn Library and computer labs located across campus. Valerie Knight at Conn Library is a specialist in assisting students with online education. She can be contacted at 402-375-7443 or vaknight1@wsc.edu.

The Holland Academic Success Center provides assistance in career planning, goal setting, personality assessment, stress management, and individual and group counseling. They can be contacted at 402-375-7496 or by emailing Nancy Travnicek at natravn1@wsc.edu.

The college's Certification Office can provide assistance with any teacher or administrative certification questions. Contact Phyllis Spethman in the Field Experience & Certification Office at 402-375-7373 or phspeth1@wsc.edu.

### Disabilities Accommodations (ADA Policy):

NOTE: In accordance with federal law, it is Wayne State College policy to comply with the Americans With Disabilities Act (ADA). If you believe that you have a physical, learning, or psychological disability that requires an academic accommodation, contact the Disabilities Services Coordinator by phone at (402) 375-7321 or in person at the Disability Services Program in the Counseling Center located in the Student Center, Room 103.

### Technical Support:

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**For new users, the password is sent to you by the college upon your admission to graduate studies.** If you have problems logging in or any technical problems, contact the WSC Help Desk at 375-7107, e-mail at helpdesk@wsc.edu, or at [https://www.wsc.edu/sakai\\_help](https://www.wsc.edu/sakai_help). If you are having problems with the SAKAI learning management software, you can also find assistance via a link for Online Student Resources in any SAKAI course.

## EDU 674 History and Philosophy of Education Wayne State College Fall Year One

### Instructor:

**Class Meeting:** Saturdays (TBD) 8:00-4:30 and online

**E-mail:**

**Phone:**

### Catalog/Course Description:

Philosophies and theories underlying the American educational system. An analysis of the differing philosophies of education and their implications for education in a democratic society.



### Required Textbooks:

Smith, F. (1998). *The book of learning and forgetting*. Teacher College Press.

**Additional Resources (recommended, but not required):** Publication manual of the American Psychological Association (6<sup>th</sup> addition is the most current) or a pocketbook style booklet regarding general writing and APA citations. Many small writing style booklets are available, inexpensively, at bookstores or on-line. These should also be available through your local library or WSC's Conn Library. APA formatting guides also available at:

<https://owl.english.purdue.edu/owl/resource/560/01/>

### Mission Statement

The mission of the unit is to facilitate the development of dynamic professional educators who collaborate for the benefit of self and others, school, community, and the profession. This mission is accomplished through inquiry, reflection, excellence in teaching and learning, and regional service.

### *Philosophy*

The following statements of fundamental belief are congruent with and extend the mission, purpose, and philosophy of the unit. In each case, the processes of inquiry, reflection, and implementation will be used by candidates and practitioners to further the principal aim of providing leadership and stewardship for educational endeavors. Each statement is also a focal point for informing practice through inquiry and reflection. As a whole, they point the way toward the development of appropriate skills, knowledge, and dispositions that foster development of individuals, schools, and democratic communities.

### *Belief Statements*

19. We believe professional educators and leaders possess the underlying disposition that learning and personal growth is achievable for and expected of all.
20. We believe professional educators possess knowledge of the theory and wisdom of practice associated with their area of specialty. They possess the knowledge, skills, and dispositions needed to manage, develop, and implement sound educational practices in their discipline(s).
21. We believe professional educators understand and value different ways of knowing. These include, but are not limited to, the objective scientific tradition, rational evidence-based argument, as well as intuitive, human connections that involve knowing from accumulated cultural wisdom.
22. We believe professional educators, utilizing appropriate interactive communication skills, engage in and foster positive interpersonal interactions. These interactions serve to strengthen relationships between and among people, enabling them to contribute to the creation of strong families, communities, and governing entities.
23. We believe professional educators engage in and promote life-long learning. They are intrinsically motivated to think critically, to make decisions, to learn independently, to use the reliable resources at their disposal, including technology, and to continue to develop mentally, physically, and emotionally.
24. We believe professional educators demonstrate a caring attitude for all people.
25. We believe professional educators value diversity.
26. We believe professional educators provide experiences and assessments that facilitate the developmental growth of all people they contact. To this end, professional educators continually plan and implement assessment strategies that serve to evaluate student development. In addition, they assess their own work and its effect on the learning of all students. They systematically inquire and reflect, using assessment feedback, to improve their own performance.
27. We believe professional educators value past and future perspectives that inform current circumstances and, further, that this belief yields an integrated, “real world” approach to educational practice.

**Course Goals: Upon completion of this course, students will be able to do the following:** (Aligned with National Board for Professional Teaching Standard Propositions and InTASC Standards)

- Describe how curriculum aims and pedagogies have evolved in the United States since the establishment of compulsory public schooling (NBPTS 4,5); (InTASC 9,10)
- Describe the sociopolitical influences on the work of teachers and schools (NBPTS 4,5); (InTASC 9,10)
- Explore current movements to reform and/or transform schools (NBPTS 4,5); (InTASC 9,10)
- Identify the undergirding ideologies of curriculum and school reform efforts (NBPTS 4,5); (InTASC 9,10)
- Describe the situated sociopolitical, cultural, economic, and geographic influences on their own work as teachers (NBPTS 4,5); (InTASC 9,10)
- Articulate an action plan for influencing policy in their local contexts (NBPTS 4,5); (InTASC 9,10)

**Note\*** As per the design of this program, some goals will be met in subsequent semesters throughout the two-year program.

<b>National Board for Professional Teaching Standards Core Propositions (NBPTS)</b>
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<a href="https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf">https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf</a>
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| 1. Teachers are committed to students and their learning.                             |
| 2. Teachers know the subjects they teach and how to teach those subjects to students. |
| 3. Teachers are responsible for managing and monitoring student learning.             |
| 4. Teachers think systematically about their practice and learn from experience.      |
| 5. Teachers are members of learning communities.                                      |

<b>InTASC Model Core Teaching Standards</b>
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<a href="https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf">https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf</a>
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| 1. Learner Development                        |
| 2. Learning Differences                       |
| 3. Learning Environment                       |
| 4. Content Knowledge                          |
| 5. Application of Content                     |
| 6. Assessment                                 |
| 7. Planning for Instruction                   |
| 8. Instructional Strategies                   |
| 9. Professional Learning and Ethical Practice |
| 10. Leadership and Collaboration              |

### Instructional Activities and Methods

- Professional reading
- Scholarly writing
- Cooperative groups
- Discussion
- Speaker presentations
- Peer review of work
- Video analysis
- Etc.

### Course Policies

- Attendance is crucial, both in the face-to-face meetings and in the online component. Learners are entitled to hear from more than one voice and to have their voice heard as well.
- The instructors reserve the right to change course content in any manner deemed appropriate to meet professional or student needs and requirements.
- Incompletes are not given except in rather unusual or extenuating circumstances as determined by the instructors.

### Course Evaluation

- In order to model constructivist principles, a portfolio is the main assessment. Students are given the outcomes of the Community of Learning program and must validate their learning through these outcomes. Assessments are based on rubrics and are developed based on data gathered from learners.
- Portfolio components will include evidence of the developing action research components.
- Learners will participate in an exhibition grading opportunity at the end of the semester; a panel of peers will evaluate his/her work and provide feedback. Facilitators will mediate any disputes and/or dilemmas during this process.

### Grading Scale

A, B, C, F

**Supportive Services:**

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The college's Certification Office can provide assistance with any teacher or administrative certification questions. Contact Phyllis Spethman in the Field Experience & Certification Office at 402-375-7373 or phspeth1@wsc.edu.

**Disabilities Accommodations (ADA Policy):**

NOTE: In accordance with federal law, it is Wayne State College policy to comply with the Americans With Disabilities Act (ADA). If you believe that you have a physical, learning, or psychological disability that requires an academic accommodation, contact the Disabilities Services Coordinator by phone at (402) 375-7321 or in person at the Disability Services Program in the Counseling Center located in the Student Center, Room 103.

**Technical Support:**

Students should access WSC SAKAI courses via eCampus, the college's electronic portal. Your User Name is the same as your WSC network login – the first two letters of your first name, the first four letters of your last name, and a two-digit number, usually 01 unless there is more than one person with the same or similar name. Then, it may become 02, 03, etc.

**For new users, the password is sent to you by the college upon your admission to graduate studies.** If you have problems logging in or any technical problems, contact the WSC Help Desk at 375-7107, e-mail at helpdesk@wsc.edu, or at [https://www.wsc.edu/sakai\\_help](https://www.wsc.edu/sakai_help). If you are having problems with the SAKAI learning management software, you can also find assistance via a link for Online Student Resources in any SAKAI course.

**Spring Year One – EDU 627, EDU 651**

**EDU 627 Current Issues and Trends in Education**  
**Wayne State College**  
 Spring Year One

**Instructor:**

**Class Meeting:** Saturdays (TBD) 8:00-4:30 and online

**E-mail:****Phone:****Catalog/Course Description:**

This is an introductory course recommended as the first course for graduate students. The course is designed to provide graduate students with a foundation for their degree program. Expectations for graduate programs will be addressed, including the Program of Study (an important document required of each graduate student). Beginning graduate students will develop a practical knowledge and application of basic types of research, as well as basic research tools and skills that will be helpful to them throughout their program. Graduate students will create a research plan and write a review of literature (paper.) Students will create appropriate survey and interview questions, develop a beginning understanding of educational statistics, and the process for developing a research proposal including Institutional Review Board requirements and application processes.

**Required Textbooks:**

Mageria, J. (2016). *Courageous Edventures*. Thousand Oaks, CA: Corwin.

### ***Mission Statement***

The mission of the unit is to facilitate the development of dynamic professional educators who collaborate for the benefit of self and others, school, community, and the profession. This mission is accomplished through inquiry, reflection, excellence in teaching and learning, and regional service.

### ***Philosophy***

The following statements of fundamental belief are congruent with and extend the mission, purpose, and philosophy of the unit. In each case, the processes of inquiry, reflection, and implementation will be used by candidates and practitioners to further the principal aim of providing leadership and stewardship for educational endeavors. Each statement is also a focal point for informing practice through inquiry and reflection. As a whole, they point the way toward the development of appropriate skills, knowledge, and dispositions that foster development of individuals, schools, and democratic communities.

### ***Belief Statements***

28. We believe professional educators and leaders possess the underlying disposition that learning and personal growth is achievable for and expected of all.
29. We believe professional educators possess knowledge of the theory and wisdom of practice associated with their area of specialty. They possess the knowledge, skills, and dispositions needed to manage, develop, and implement sound educational practices in their discipline(s).
30. We believe professional educators understand and value different ways of knowing. These include, but are not limited to, the objective scientific tradition, rational evidence-based argument, as well as intuitive, human connections that involve knowing from accumulated cultural wisdom.
31. We believe professional educators, utilizing appropriate interactive communication skills, engage in and foster positive interpersonal interactions. These interactions serve to strengthen relationships between and among people, enabling them to contribute to the creation of strong families, communities, and governing entities.
32. We believe professional educators engage in and promote life-long learning. They are intrinsically motivated to think critically, to make decisions, to learn independently, to use the reliable resources at their disposal, including technology, and to continue to develop mentally, physically, and emotionally.
33. We believe professional educators demonstrate a caring attitude for all people.
34. We believe professional educators value diversity.
35. We believe professional educators provide experiences and assessments that facilitate the developmental growth of all people they contact. To this end, professional educators continually plan and implement assessment strategies that serve to evaluate student development. In addition, they assess their own work and its effect on the learning of all students. They systematically inquire and reflect, using assessment feedback, to improve their own performance.
36. We believe professional educators value past and future perspectives that inform current circumstances and, further, that this belief yields an integrated, “real world” approach to educational practice.

**Course Goals: Upon completion of this course, students will be able to do the following:** (Aligned with National Board for Professional Teaching Standard Propositions and InTASC Standards)

- Read educational literature to research concepts which contribute influence (historically and currently) on education (NBPTS 2, 4, 5); (InTASC 1, 2, 3, 4, 5, 6, 7, 8, 9, 10)
- Analyze educational literature to discuss trends emerging from the classroom and issues related to those trends (NBPTS 2, 4, 5 ); (InTASC 1, 2, 3, 4, 5, 6, 7, 8, 9, 10)

**Note\*** As per the design of this program, some goals will be met in subsequent semesters throughout the two-year program.

<b>National Board for Professional Teaching Standards Core Propositions (NBPTS)</b>
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<a href="https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf">https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf</a>
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| 1. Teachers are committed to students and their learning.                             |
| 2. Teachers know the subjects they teach and how to teach those subjects to students. |
| 3. Teachers are responsible for managing and monitoring student learning.             |
| 4. Teachers think systematically about their practice and learn from experience.      |
| 5. Teachers are members of learning communities.                                      |

<b>InTASC Model Core Teaching Standards</b>
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<a href="https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf">https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf</a>
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| 1. Learner Development                        |
| 2. Learning Differences                       |
| 3. Learning Environment                       |
| 4. Content Knowledge                          |
| 5. Application of Content                     |
| 6. Assessment                                 |
| 7. Planning for Instruction                   |
| 8. Instructional Strategies                   |
| 9. Professional Learning and Ethical Practice |
| 10. Leadership and Collaboration              |

### Instructional Activities and Methods

- Professional reading
- Scholarly writing
- Cooperative groups
- Discussion
- Speaker presentations
- Peer review of work
- Video analysis
- Etc.

### Course Policies

- Attendance is crucial, both in the face-to-face meetings and in the online component. Learners are entitled to hear from more than one voice and to have their voice heard as well.
- The instructors reserve the right to change course content in any manner deemed appropriate to meet professional or student needs and requirements.
- Incompletes are not given except in rather unusual or extenuating circumstances as determined by the instructors.

### Course Evaluation

- In order to model constructivist principles, a portfolio is the main assessment. Students are given the outcomes of the Community of Learning program and must validate their learning through these outcomes. Assessments are based on rubrics and are developed based on data gathered from learners.
- Portfolio components will include evidence of the developing action research components.
- Learners will participate in an exhibition grading opportunity at the end of the semester; a panel of peers will evaluate his/her work and provide feedback. Facilitators will mediate any disputes and/or dilemmas during this process.

### Grading Scale

A, B, C, F



**Supportive Services:**

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**Technical Support:**

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**EDU 651 Classroom Assessment**  
**Wayne State College**  
 Spring Year One

**Instructor:**

**Class Meeting:** Saturdays (TBD) 8:00-4:30 and online

**E-mail:****Phone:****Catalog/Course Description:**

This is an introductory course recommended as the first course for graduate students. The course is designed to provide graduate students with a foundation for their degree program. Expectations for graduate programs will be addressed, including the Program of Study (an important document required of each graduate student). Beginning graduate students will develop a practical knowledge and application of basic types of research, as well as basic research tools and skills that will be helpful to them throughout their program. Graduate students will create a research plan and write a review of literature (paper.) Students will create appropriate survey and interview questions, develop a beginning understanding of educational statistics, and the process for developing a research proposal including Institutional Review Board requirements and application processes.

**Required Textbooks:**

Littky, D. (2004). *The big picture: Education is everyone's business*. Alexandria, VA: ASCD.

Wormeli, R. (2018). *Fair isn't always equal: Assessing and grading in the differentiated classroom*. Portland, ME: Stenhouse Publishers.

**Additional Resources (recommended, but not required):** Publication manual of the American Psychological Association (6<sup>th</sup> addition is the most current) or a pocketbook style booklet regarding general writing and APA citations. Many small writing style booklets are available, inexpensively, at bookstores or on-line. These should also be available through your local library or WSC's Conn Library. APA formatting guides also available at:

<https://owl.english.purdue.edu/owl/resource/560/01/>

### ***Mission Statement***

The mission of the unit is to facilitate the development of dynamic professional educators who collaborate for the benefit of self and others, school, community, and the profession. This mission is accomplished through inquiry, reflection, excellence in teaching and learning, and regional service.

### ***Philosophy***

The following statements of fundamental belief are congruent with and extend the mission, purpose, and philosophy of the unit. In each case, the processes of inquiry, reflection, and implementation will be used by candidates and practitioners to further the principal aim of providing leadership and stewardship for educational endeavors. Each statement is also a focal point for informing practice through inquiry and reflection. As a whole, they point the way toward the development of appropriate skills, knowledge, and dispositions that foster development of individuals, schools, and democratic communities.

### ***Belief Statements***

37. We believe professional educators and leaders possess the underlying disposition that learning and personal growth is achievable for and expected of all.
38. We believe professional educators possess knowledge of the theory and wisdom of practice associated with their area of specialty. They possess the knowledge, skills, and dispositions needed to manage, develop, and implement sound educational practices in their discipline(s).
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41. We believe professional educators engage in and promote life-long learning. They are intrinsically motivated to think critically, to make decisions, to learn independently, to use the reliable resources at their disposal, including technology, and to continue to develop mentally, physically, and emotionally.
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43. We believe professional educators value diversity.
44. We believe professional educators provide experiences and assessments that facilitate the developmental growth of all people they contact. To this end, professional educators continually plan and implement assessment strategies that serve to evaluate student development. In addition, they assess their own work and its effect on the learning of all students. They systematically inquire and reflect, using assessment feedback, to improve their own performance.
45. We believe professional educators value past and future perspectives that inform current circumstances and, further, that this belief yields an integrated, "real world" approach to educational practice.

**Course Goals: Upon completion of this course, students will be able to do the following:** (Aligned with National Board for Professional Teaching Standard Propositions and InTASC Standards)

Establishing the ability to apply varied and suitable student assessment and evaluation strategies to teaching by:

- describing the connections among curriculum, teaching, and assessment
  - deliberating broader context regarding testing
  - selecting assessment approaches appropriate for instructional decision-making and planning
  - developing assessment strategies which provide for the needs of dissimilar learners and demonstrate culturally receptive teaching and global awareness
- (NBPTS 1, 3); (InTASC 1, 2, 5, 6, 7, 8)

**Note\*** As per the design of this program, some goals will be met in subsequent semesters throughout the two-year program.

<b>National Board for Professional Teaching Standards Core Propositions (NBPTS)</b>
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<a href="https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf">https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf</a>
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| 1. Teachers are committed to students and their learning.                             |
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| 4. Teachers think systematically about their practice and learn from experience.      |
| 5. Teachers are members of learning communities.                                      |

<b>InTASC Model Core Teaching Standards</b>
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| 1. Learner Development                        |
| 2. Learning Differences                       |
| 3. Learning Environment                       |
| 4. Content Knowledge                          |
| 5. Application of Content                     |
| 6. Assessment                                 |
| 7. Planning for Instruction                   |
| 8. Instructional Strategies                   |
| 9. Professional Learning and Ethical Practice |
| 10. Leadership and Collaboration              |

### Instructional Activities and Methods

- Professional reading
- Scholarly writing
- Cooperative groups
- Discussion
- Speaker presentations
- Peer review of work
- Video analysis
- Etc.

### Course Policies

- Attendance is crucial, both in the face-to-face meetings and in the online component. Learners are entitled to hear from more than one voice and to have their voice heard as well.
- The instructors reserve the right to change course content in any manner deemed appropriate to meet professional or student needs and requirements.
- Incompletes are not given except in rather unusual or extenuating circumstances as determined by the instructors.

### Course Evaluation

- In order to model constructivist principles, a portfolio is the main assessment. Students are given the outcomes of the Community of Learning program and must validate their learning through these outcomes. Assessments are based on rubrics and are developed based on data gathered from learners.
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- Learners will participate in an exhibition grading opportunity at the end of the semester; a panel of peers will evaluate his/her work and provide feedback. Facilitators will mediate any disputes and/or dilemmas during this process.

### Grading Scale

A, B, C, F

### Supportive Services:

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### Disabilities Accommodations (ADA Policy):

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### Technical Support:

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**For new users, the password is sent to you by the college upon your admission to graduate studies.** If you have problems logging in or any technical problems, contact the WSC Help Desk at 375-7107, e-mail at helpdesk@wsc.edu, or at [https://www.wsc.edu/sakai\\_help](https://www.wsc.edu/sakai_help). If you are having problems with the SAKAI learning management software, you can also find assistance via a link for Online Student Resources in any SAKAI course.

## Fall Year Two – EDU 652, EDU 658, EDU 635

### EDU 652 Instructional Theory and Practice Wayne State College Fall Year Two

**Instructor:**

**Class Meeting:** Saturdays (TBD) 8:00-4:30 and online

**E-mail:**

**Phone:**



**Catalog/Course Description:**

This class is designed to acquaint students with the latest research related to instructional theory, and further, to create opportunities for teachers to try new instructional approaches. The course surveys systems that teachers may use to assess the pros and cons of various instructional approaches.

**Required Textbooks:**

Richhart, R., Church M., & Morrison, K. (2011). *Making thinking visible: How to promote engagement, understanding, and independence for all learners*. San Francisco, CA: Jossey-Bass.

**Mission Statement**

The mission of the unit is to facilitate the development of dynamic professional educators who collaborate for the benefit of self and others, school, community, and the profession. This mission is accomplished through inquiry, reflection, excellence in teaching and learning, and regional service.

**Philosophy**

The following statements of fundamental belief are congruent with and extend the mission, purpose, and philosophy of the unit. In each case, the processes of inquiry, reflection, and implementation will be used by candidates and practitioners to further the principal aim of providing leadership and stewardship for educational endeavors. Each statement is also a focal point for informing practice through inquiry and reflection. As a whole, they point the way toward the development of appropriate skills, knowledge, and dispositions that foster development of individuals, schools, and democratic communities.

**Belief Statements**

46. We believe professional educators and leaders possess the underlying disposition that learning and personal growth is achievable for and expected of all.
47. We believe professional educators possess knowledge of the theory and wisdom of practice associated with their area of specialty. They possess the knowledge, skills, and dispositions needed to manage, develop, and implement sound educational practices in their discipline(s).
48. We believe professional educators understand and value different ways of knowing. These include, but are not limited to, the objective scientific tradition, rational evidence-based argument, as well as intuitive, human connections that involve knowing from accumulated cultural wisdom.
49. We believe professional educators, utilizing appropriate interactive communication skills, engage in and foster positive interpersonal interactions. These interactions serve to strengthen relationships between and among people, enabling them to contribute to the creation of strong families, communities, and governing entities.
50. We believe professional educators engage in and promote life-long learning. They are intrinsically motivated to think critically, to make decisions, to learn independently, to use the reliable resources at their disposal, including technology, and to continue to develop mentally, physically, and emotionally.

51. We believe professional educators demonstrate a caring attitude for all people.
52. We believe professional educators value diversity.
53. We believe professional educators provide experiences and assessments that facilitate the developmental growth of all people they contact. To this end, professional educators continually plan and implement assessment strategies that serve to evaluate student development. In addition, they assess their own work and its effect on the learning of all students. They systematically inquire and reflect, using assessment feedback, to improve their own performance.
54. We believe professional educators value past and future perspectives that inform current circumstances and, further, that this belief yields an integrated, “real world” approach to educational practice.

**Course Goals: Upon completion of this course, students will be able to do the following:** (Aligned with National Board for Professional Teaching Standard Propositions and InTASC Standards)

- discover new ways of thinking
- uncover their own hidden intelligence and abilities
- pursue their own questions to foster understanding, refresh and strengthen their teaching practices, and reshape their curriculum in the best interests of their students
- unpack their thinking in order to move beyond memorization, work and activity
- implement routines that promote and nurture thinking within their students and put thinking at the center of the educational enterprise
- incorporate what they know about learning and the brain to structure engaging and interactive lessons that spark and promote lifelong learning

**Note\*** As per the design of this program, some goals will be met in subsequent semesters throughout the two-year program.

<b>National Board for Professional Teaching Standards Core Propositions (NBPTS)</b> <a href="https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf">https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf</a>
1. Teachers are committed to students and their learning.
2. Teachers know the subjects they teach and how to teach those subjects to students.
3. Teachers are responsible for managing and monitoring student learning.
4. Teachers think systematically about their practice and learn from experience.
5. Teachers are members of learning communities.

<b>InTASC Model Core Teaching Standards</b> <a href="https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf">https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf</a>
1. Learner Development
2. Learning Differences
3. Learning Environment
4. Content Knowledge
5. Application of Content
6. Assessment
7. Planning for Instruction
8. Instructional Strategies
9. Professional Learning and Ethical Practice
10. Leadership and Collaboration

### Instructional Activities and Methods

- Professional reading
- Scholarly writing
- Cooperative groups
- Discussion

- Speaker presentations
- Peer review of work
- Video analysis
- Etc.

### Course Policies

- Attendance is crucial, both in the face-to-face meetings and in the online component. Learners are entitled to hear from more than one voice and to have their voice heard as well.
- The instructors reserve the right to change course content in any manner deemed appropriate to meet professional or student needs and requirements.
- Incompletes are not given except in rather unusual or extenuating circumstances as determined by the instructors.

### Course Evaluation

- In order to model constructivist principles, a portfolio is the main assessment. Students are given the outcomes of the Community of Learning program and must validate their learning through these outcomes. Assessments are based on rubrics and are developed based on data gathered from learners.
- Portfolio components will include evidence of the developing action research components.
- Learners will participate in an exhibition grading opportunity at the end of the semester; a panel of peers will evaluate his/her work and provide feedback. Facilitators will mediate any disputes and/or dilemmas during this process.

### Grading Scale

A, B, C, F

### Supportive Services:

Wayne State College provides an array of services to assist students, including the US Conn Library and computer labs located across campus. Valerie Knight at Conn Library is a specialist in assisting students with online education. She can be contacted at 402-375-7443 or vaknight1@wsc.edu.

The Holland Academic Success Center provides assistance in career planning, goal setting, personality assessment, stress management, and individual and group counseling. They can be contacted at 402-375-7496 or by emailing Nancy Travnicek at natravnl@wsc.edu.

The college's Certification Office can provide assistance with any teacher or administrative certification questions. Contact Phyllis Spethman in the Field Experience & Certification Office at 402-375-7373 or phspeth1@wsc.edu.

### Disabilities Accommodations (ADA Policy):

NOTE: In accordance with federal law, it is Wayne State College policy to comply with the Americans With Disabilities Act (ADA). If you believe that you have a physical, learning, or psychological disability that requires an academic accommodation, contact the Disabilities Services Coordinator by phone at (402) 375-7321 or in person at the Disability Services Program in the Counseling Center located in the Student Center, Room 103.

### Technical Support:

Students should access WSC SAKAI courses via eCampus, the college's electronic portal. Your User Name is the same as your WSC network login – the first two letters of your first name, the first four letters of your last name, and a two-digit number, usually 01 unless there is more than one person with the same or similar name. Then, it may become 02, 03, etc.

**For new users, the password is sent to you by the college upon your admission to graduate studies.** If you have problems logging in or any technical problems, contact the WSC Help Desk at 375-7107, e-mail at helpdesk@wsc.edu, or at [https://www.wsc.edu/sakai\\_help](https://www.wsc.edu/sakai_help). If you are having problems with the SAKAI learning management software, you can also find assistance via a link for Online Student Resources in any SAKAI course.

**EDU 658 Fundamentals of Curriculum Development PK-16**  
**Wayne State College**  
 Fall Year Two

**Instructor:****Class Meeting:** Saturdays (TBD) 8:00-4:30 and online**E-mail:****Phone:****Catalog/Course Description:**

This is an introductory course recommended as the first course for graduate students. The course is designed to provide graduate students with a foundation for their degree program. Expectations for graduate programs will be addressed, including the Program of Study (an important document required of each graduate student). Beginning graduate students will develop a practical knowledge and application of basic types of research, as well as basic research tools and skills that will be helpful to them throughout their program. Graduate students will create a research plan and write a review of literature (paper.) Students will create appropriate survey and interview questions, develop a beginning understanding of educational statistics, and the process for developing a research proposal including Institutional Review Board requirements and application processes.

**Required Textbooks:**

Wiles, J. (2009). *Leading Curriculum Development*. Thousand Oaks, CA: Corwin Press.

**Mission Statement**

The mission of the unit is to facilitate the development of dynamic professional educators who collaborate for the benefit of self and others, school, community, and the profession. This mission is accomplished through inquiry, reflection, excellence in teaching and learning, and regional service.

**Philosophy**

The following statements of fundamental belief are congruent with and extend the mission, purpose, and philosophy of the unit. In each case, the processes of inquiry, reflection, and implementation will be used by candidates and practitioners to further the principal aim of providing leadership and stewardship for educational endeavors. Each statement is also a focal point for informing practice through inquiry and reflection. As a whole, they point the way toward the development of appropriate skills, knowledge, and dispositions that foster development of individuals, schools, and democratic communities.

**Belief Statements**

55. We believe professional educators and leaders possess the underlying disposition that learning and personal growth is achievable for and expected of all.
56. We believe professional educators possess knowledge of the theory and wisdom of practice associated with their area of specialty. They possess the knowledge, skills, and dispositions needed to manage, develop, and implement sound educational practices in their discipline(s).
57. We believe professional educators understand and value different ways of knowing. These include, but are not limited to, the objective scientific tradition, rational evidence-based argument, as well as intuitive, human connections that involve knowing from accumulated cultural wisdom.
58. We believe professional educators, utilizing appropriate interactive communication skills, engage in and foster positive interpersonal interactions. These interactions serve to strengthen relationships between and among people, enabling them to contribute to the creation of strong families, communities, and governing entities.



59. We believe professional educators engage in and promote life-long learning. They are intrinsically motivated to think critically, to make decisions, to learn independently, to use the reliable resources at their disposal, including technology, and to continue to develop mentally, physically, and emotionally.
60. We believe professional educators demonstrate a caring attitude for all people.
61. We believe professional educators value diversity.
62. We believe professional educators provide experiences and assessments that facilitate the developmental growth of all people they contact. To this end, professional educators continually plan and implement assessment strategies that serve to evaluate student development. In addition, they assess their own work and its effect on the learning of all students. They systematically inquire and reflect, using assessment feedback, to improve their own performance.
63. We believe professional educators value past and future perspectives that inform current circumstances and, further, that this belief yields an integrated, “real world” approach to educational practice.

**Course Goals: Upon completion of this course, students will be able to do the following:** (Aligned with National Board for Professional Teaching Standard Propositions and InTASC Standards)

- Understand the constructivist approach to curriculum design (i.e., Wiggins & McTighe’s backward design).
- Apply understanding of constructivist curriculum design to lesson planning.
- Identify and integrate scaffolded supports for learning throughout a unit of study.
- Articulate the big ideas of current curriculum policy on national, state, and local levels, and offer critiques of these policies based on theory and evidence of practice.

**Note\*** As per the design of this program, some goals will be met in subsequent semesters throughout the two-year program.

<b>National Board for Professional Teaching Standards Core Propositions (NBPTS)</b>
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<a href="https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf">https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf</a>
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| 1. Teachers are committed to students and their learning.                             |
| 2. Teachers know the subjects they teach and how to teach those subjects to students. |
| 3. Teachers are responsible for managing and monitoring student learning.             |
| 4. Teachers think systematically about their practice and learn from experience.      |
| 5. Teachers are members of learning communities.                                      |

<b>InTASC Model Core Teaching Standards</b>
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<a href="https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf">https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf</a>
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| 1. Learner Development                        |
| 2. Learning Differences                       |
| 3. Learning Environment                       |
| 4. Content Knowledge                          |
| 5. Application of Content                     |
| 6. Assessment                                 |
| 7. Planning for Instruction                   |
| 8. Instructional Strategies                   |
| 9. Professional Learning and Ethical Practice |
| 10. Leadership and Collaboration              |

### Instructional Activities and Methods

- Professional reading
- Scholarly writing
- Cooperative groups

- Discussion
- Speaker presentations
- Peer review of work
- Video analysis
- Etc.

### Course Policies

- Attendance is crucial, both in the face-to-face meetings and in the online component. Learners are entitled to hear from more than one voice and to have their voice heard as well.
- The instructors reserve the right to change course content in any manner deemed appropriate to meet professional or student needs and requirements.
- Incompletes are not given except in rather unusual or extenuating circumstances as determined by the instructors.

### Course Evaluation

- In order to model constructivist principles, a portfolio is the main assessment. Students are given the outcomes of the Community of Learning program and must validate their learning through these outcomes. Assessments are based on rubrics and are developed based on data gathered from learners.
- Portfolio components will include evidence of the developing action research components.
- Learners will participate in an exhibition grading opportunity at the end of the semester; a panel of peers will evaluate his/her work and provide feedback. Facilitators will mediate any disputes and/or dilemmas during this process.

### Grading Scale

A, B, C, F

### Supportive Services:

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The college's Certification Office can provide assistance with any teacher or administrative certification questions. Contact Phyllis Spethman in the Field Experience & Certification Office at 402-375-7373 or phspeth1@wsc.edu.

### Disabilities Accommodations (ADA Policy):

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### Technical Support:

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**EDU 635 Differentiated Methodology**  
**Wayne State College**  
 Fall 2019

**Instructor:**

**Class Meeting:** Saturdays (TBD) 8:00-4:30 and online

**E-mail:****Phone:**

Learning.

**Catalog/Course Description:**

Prerequisites: Admission to Curriculum and Instruction MSE: Community of Exploration of differentiated lesson planning and unit designs within all content areas.

**Required Textbooks:**

Learner choice – Required Author: Carol Ann Tomlinson

**Mission Statement**

The mission of the unit is to facilitate the development of dynamic professional educators who collaborate for the benefit of self and others, school, community, and the profession. This mission is accomplished through inquiry, reflection, excellence in teaching and learning, and regional service.

**Philosophy**

The following statements of fundamental belief are congruent with and extend the mission, purpose, and philosophy of the unit. In each case, the processes of inquiry, reflection, and implementation will be used by candidates and practitioners to further the principal aim of providing leadership and stewardship for educational endeavors. Each statement is also a focal point for informing practice through inquiry and reflection. As a whole, they point the way toward the development of appropriate skills, knowledge, and dispositions that foster development of individuals, schools, and democratic communities.

**Belief Statements**

64. We believe professional educators and leaders possess the underlying disposition that learning and personal growth is achievable for and expected of all.
65. We believe professional educators possess knowledge of the theory and wisdom of practice associated with their area of specialty. They possess the knowledge, skills, and dispositions needed to manage, develop, and implement sound educational practices in their discipline(s).
66. We believe professional educators understand and value different ways of knowing. These include, but are not limited to, the objective scientific tradition, rational evidence-based argument, as well as intuitive, human connections that involve knowing from accumulated cultural wisdom.
67. We believe professional educators, utilizing appropriate interactive communication skills, engage in and foster positive interpersonal interactions. These interactions serve to strengthen relationships between and among people, enabling them to contribute to the creation of strong families, communities, and governing entities.
68. We believe professional educators engage in and promote life-long learning. They are intrinsically motivated to think critically, to make decisions, to learn independently, to use the reliable resources at their disposal, including technology, and to continue to develop mentally, physically, and emotionally.
69. We believe professional educators demonstrate a caring attitude for all people.

70. We believe professional educators value diversity.
71. We believe professional educators provide experiences and assessments that facilitate the developmental growth of all people they contact. To this end, professional educators continually plan and implement assessment strategies that serve to evaluate student development. In addition, they assess their own work and its effect on the learning of all students. They systematically inquire and reflect, using assessment feedback, to improve their own performance.
72. We believe professional educators value past and future perspectives that inform current circumstances and, further, that this belief yields an integrated, “real world” approach to educational practice.

**Course Goals: Upon completion of this course, students will be able to do the following:** (Aligned with National Board for Professional Teaching Standard Propositions and InTASC Standards)

- Define the elements of differentiation
- Evaluate your current beliefs and practices in light of the DI model and philosophy
- Create, Implement, and Reflect on Impact of Differentiated Lesson Plans
- Create, Implement, and Reflect on Impact of Differentiated Evaluations

**Note\*** As per the design of this program, some goals will be met in subsequent semesters throughout the two-year program.

<b>National Board for Professional Teaching Standards Core Propositions (NBPTS)</b>
<a href="https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf">https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf</a>
1. Teachers are committed to students and their learning.
2. Teachers know the subjects they teach and how to teach those subjects to students.
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5. Teachers are members of learning communities.

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4. Content Knowledge
5. Application of Content
6. Assessment
7. Planning for Instruction
8. Instructional Strategies
9. Professional Learning and Ethical Practice
10. Leadership and Collaboration

### Instructional Activities and Methods

- Professional reading
- Scholarly writing
- Cooperative groups
- Discussion
- Speaker presentations
- Peer review of work
- Video analysis

- Etc.

### Course Policies

- Attendance is crucial, both in the face-to-face meetings and in the online component. Learners are entitled to hear from more than one voice and to have their voice heard as well.
- The instructors reserve the right to change course content in any manner deemed appropriate to meet professional or student needs and requirements.
- Incompletes are not given except in rather unusual or extenuating circumstances as determined by the instructors.

### Course Evaluation

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- Portfolio components will include evidence of the developing action research components.
- Learners will participate in an exhibition grading opportunity at the end of the semester; a panel of peers will evaluate his/her work and provide feedback. Facilitators will mediate any disputes and/or dilemmas during this process.

### Grading Scale

A, B, C, F

### Supportive Services:

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### Disabilities Accommodations (ADA Policy):

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### Technical Support:

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## Spring Year Two – EDU 510, EDU 693

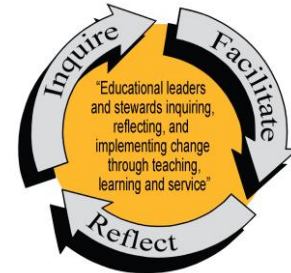
### EDU 510 Culturally Responsive Teaching Wayne State College Spring Year Two

#### Instructor:

**Class Meeting:** Saturdays (TBD) 8:00-4:30 and online

#### E-mail:

#### Phone:



#### Catalog/Course Description:

This is an introductory course recommended as the first course for graduate students. The course is designed to provide graduate students with a foundation for their degree program. Expectations for graduate programs will be addressed, including the Program of Study (an important document required of each graduate student). Beginning graduate students will develop a practical knowledge and application of basic types of research, as well as basic research tools and skills that will be helpful to them throughout their program. Graduate students will create a research plan and write a review of literature (paper.) Students will create appropriate survey and interview questions, develop a beginning understanding of educational statistics, and the process for developing a research proposal including Institutional Review Board requirements and application processes.

#### Required Readings:

- Geneva Gay
  - Chapter 2 - Pedagogical Potential of Cultural Responsiveness (2010)
  - Teaching to and Through Cultural Diversity (2013)
- Lisa Delpit
  - Ch 4 Warm Demanders (2012)
  - Education in a Multicultural Society (2006)
- Beverly Daniel Tatum - Why Are All the Black Kids Sitting Together (1997)
  - Ch 4 – Identity Development in Adolescence – “*Why are all the black kids sitting together?*”
  - Ch 6 – Development of White Identity – “*I’m not ethnic; I’m just normal.*”
- Gloria Ladson Billings
  - But That’s Just Good Teaching (1995)
  - Pedagogy of Poverty (2014)

#### *Mission Statement*

The mission of the unit is to facilitate the development of dynamic professional educators who collaborate for the benefit of self and others, school, community, and the profession. This mission is accomplished through inquiry, reflection, excellence in teaching and learning, and regional service.

#### *Philosophy*

The following statements of fundamental belief are congruent with and extend the mission, purpose, and philosophy of the unit. In each case, the processes of inquiry, reflection, and implementation will be used by candidates and practitioners to further the principal aim of providing leadership and stewardship for educational endeavors. Each statement is also a focal point for informing practice through inquiry and reflection. As a whole, they point the way toward the development of appropriate skills, knowledge, and dispositions that foster development of individuals, schools, and democratic communities.

#### *Belief Statements*

73. We believe professional educators and leaders possess the underlying disposition that learning and personal growth is achievable for and expected of all.
74. We believe professional educators possess knowledge of the theory and wisdom of practice associated with their area of specialty. They possess the knowledge, skills, and dispositions needed to manage, develop, and implement sound educational practices in their discipline(s).
75. We believe professional educators understand and value different ways of knowing. These include, but are not limited to, the objective scientific tradition, rational evidence-based argument, as well as intuitive, human connections that involve knowing from accumulated cultural wisdom.
76. We believe professional educators, utilizing appropriate interactive communication skills, engage in and foster positive interpersonal interactions. These interactions serve to strengthen relationships between and among people, enabling them to contribute to the creation of strong families, communities, and governing entities.
77. We believe professional educators engage in and promote life-long learning. They are intrinsically motivated to think critically, to make decisions, to learn independently, to use the reliable resources at their disposal, including technology, and to continue to develop mentally, physically, and emotionally.
78. We believe professional educators demonstrate a caring attitude for all people.
79. We believe professional educators value diversity.
80. We believe professional educators provide experiences and assessments that facilitate the developmental growth of all people they contact. To this end, professional educators continually plan and implement assessment strategies that serve to evaluate student development. In addition, they assess their own work and its effect on the learning of all students. They systematically inquire and reflect, using assessment feedback, to improve their own performance.
81. We believe professional educators value past and future perspectives that inform current circumstances and, further, that this belief yields an integrated, “real world” approach to educational practice.

**Course Goals: Upon completion of this course, students will be able to do the following:** (Aligned with National Board for Professional Teaching Standard Propositions and InTASC Standards)

**Development of the following Culturally Responsive Teaching Concepts:**

- Culturally relevant teaching theoretical framework
- Culturally relevant teaching practice
- Educating teachers for social justice in an age of accountability
- Anti-bias teaching within the context of multicultural education
- The relationship between teaching, learning, and the sociocultural context of the learners

**Note\*** As per the design of this program, some goals will be met in subsequent semesters throughout the two-year program.

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**InTASC Model Core Teaching Standards**

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1. Learner Development

2. Learning Differences

3. Learning Environment

4. Content Knowledge

5. Application of Content

6. Assessment

7. Planning for Instruction

8. Instructional Strategies

9. Professional Learning and Ethical Practice

10. Leadership and Collaboration

**Instructional Activities and Methods**

- Professional reading
- Scholarly writing
- Cooperative groups
- Discussion
- Speaker presentations
- Peer review of work
- Video analysis
- Etc.

**Course Policies**

- Attendance is crucial, both in the face-to-face meetings and in the online component. Learners are entitled to hear from more than one voice and to have their voice heard as well.
- The instructors reserve the right to change course content in any manner deemed appropriate to meet professional or student needs and requirements.
- Incompletes are not given except in rather unusual or extenuating circumstances as determined by the instructors.

**Course Evaluation**

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- Learners will participate in an exhibition grading opportunity at the end of the semester; a panel of peers will evaluate his/her work and provide feedback. Facilitators will mediate any disputes and/or dilemmas during this process.

**Grading Scale**

A, B, C, F

**Supportive Services:**

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**Technical Support:**

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**EDU 693 Final Research**  
**Wayne State College**  
 Spring Year Two

**Instructor:**

**Class Meeting:** Saturdays (TBD) 8:00-4:30 and online

**E-mail:****Phone:****Catalog/Course Description:**

Original research in the content area designed and conducted by the student and a faculty advisor. Types of research include Final Research Paper, Final Research Project, Final Research Portfolio and Comprehensive Examinations. The results of the research project may be presented to faculty, school boards, community groups, or other appropriate groups. This course is the capstone research project for the M.S.E. Curriculum and Instruction- Instructional Leadership emphases. It should be taken within one of the final two semesters of the program. This course may be used as three credit hours of electives to meet the 36 hour degree requirement. Complete descriptions of each research type may be found in the MSE Curriculum and Instruction Handbook.



directed by

**Required Textbooks:**

APA Manual Review

Falk, B. and Blumenreich, M. (2005). *The Power of Questions: A Guide to Teacher and Student Research*.

**Additional Resources (recommended, but not required):** Publication manual of the American Psychological Association (6<sup>th</sup> addition is the most current) or a pocketbook style booklet regarding general writing and APA citations. Many small writing style booklets are available, inexpensively, at bookstores or on-line. These should also be available through your local library or WSC's Conn Library. APA formatting guides also available at:

<https://owl.english.purdue.edu/owl/resource/560/01/>

**Mission Statement**

The mission of the unit is to facilitate the development of dynamic professional educators who collaborate for the benefit of self and others, school, community, and the profession. This mission is accomplished through inquiry, reflection, excellence in teaching and learning, and regional service.

### *Philosophy*

The following statements of fundamental belief are congruent with and extend the mission, purpose, and philosophy of the unit. In each case, the processes of inquiry, reflection, and implementation will be used by candidates and practitioners to further the principal aim of providing leadership and stewardship for educational endeavors. Each statement is also a focal point for informing practice through inquiry and reflection. As a whole, they point the way toward the development of appropriate skills, knowledge, and dispositions that foster development of individuals, schools, and democratic communities.

### *Belief Statements*

82. We believe professional educators and leaders possess the underlying disposition that learning and personal growth is achievable for and expected of all.
83. We believe professional educators possess knowledge of the theory and wisdom of practice associated with their area of specialty. They possess the knowledge, skills, and dispositions needed to manage, develop, and implement sound educational practices in their discipline(s).
84. We believe professional educators understand and value different ways of knowing. These include, but are not limited to, the objective scientific tradition, rational evidence-based argument, as well as intuitive, human connections that involve knowing from accumulated cultural wisdom.
85. We believe professional educators, utilizing appropriate interactive communication skills, engage in and foster positive interpersonal interactions. These interactions serve to strengthen relationships between and among people, enabling them to contribute to the creation of strong families, communities, and governing entities.
86. We believe professional educators engage in and promote life-long learning. They are intrinsically motivated to think critically, to make decisions, to learn independently, to use the reliable resources at their disposal, including technology, and to continue to develop mentally, physically, and emotionally.
87. We believe professional educators demonstrate a caring attitude for all people.
88. We believe professional educators value diversity.
89. We believe professional educators provide experiences and assessments that facilitate the developmental growth of all people they contact. To this end, professional educators continually plan and implement assessment strategies that serve to evaluate student development. In addition, they assess their own work and its effect on the learning of all students. They systematically inquire and reflect, using assessment feedback, to improve their own performance.
90. We believe professional educators value past and future perspectives that inform current circumstances and, further, that this belief yields an integrated, “real world” approach to educational practice.

**Course Goals: Upon completion of this course, students will be able to do the following:** (Aligned with National Board for Professional Teaching Standard Propositions and InTASC Standards)

1. Students will conduct and complete original, action research in the content area designed and conducted by the student and directed by a faculty advisor. (InTasc Standards # 1,2,3,4,5,6,7,8,9,10)
2. Results of research may be presented to faculty, community groups and during capstone. (InTasc Standards # 1,2,3,4,5,6,7,8,9,10)
3. Original Action research will include the research components of introduction, review of literature, methodology, analysis/findings, conclusions/implications, references, and appendix in using proper MLA. (InTasc Standards # 1,2,3,4,5,6,7,8,9,10)

**National Board for Professional Teaching Standards Core Propositions (NBPTS)**

<https://www.ctuf.org/wp-content/uploads/2016/08/Five-Core-Propositions.pdf>

1. Teachers are committed to students and their learning.
2. Teachers know the subjects they teach and how to teach those subjects to students.
3. Teachers are responsible for managing and monitoring student learning.
4. Teachers think systematically about their practice and learn from experience.
5. Teachers are members of learning communities.

**InTASC Model Core Teaching Standards**

[https://www.ccsso.org/sites/default/files/2017-11/InTASC\\_Model\\_Core\\_Teaching\\_Standards\\_2011.pdf](https://www.ccsso.org/sites/default/files/2017-11/InTASC_Model_Core_Teaching_Standards_2011.pdf)

1. Learner Development
2. Learning Differences
3. Learning Environment
4. Content Knowledge
5. Application of Content
6. Assessment
7. Planning for Instruction
8. Instructional Strategies
9. Professional Learning and Ethical Practice
10. Leadership and Collaboration

**Instructional Activities and Methods**

- Professional reading
- Scholarly writing
- Cooperative groups
- Discussion
- Speaker presentations
- Peer review of work
- Video analysis
- Etc.

**Course Policies**

- Attendance is crucial, both in the face-to-face meetings and in the online component. Learners are entitled to hear from more than one voice and to have their voice heard as well.
- The instructors reserve the right to change course content in any manner deemed appropriate to meet professional or student needs and requirements.
- Incompletes are not given except in rather unusual or extenuating circumstances as determined by the instructors.

**Course Evaluation**

- In order to model constructivist principles, a portfolio is the main assessment. Students are given the outcomes of the Community of Learning program and must validate their learning through these outcomes. Assessments are based on rubrics and are developed based on data gathered from learners.
- Portfolio components will include evidence of the developing action research components.
- Learners will participate in an exhibition grading opportunity at the end of the semester; a panel of peers will evaluate his/her work and provide feedback. Facilitators will mediate any disputes and/or dilemmas during this process.

**Grading Scale**

A, B, C, F

**Supportive Services:**

Wayne State College provides an array of services to assist students, including the US Conn Library and computer labs located across campus. Valerie Knight at Conn Library is a specialist in assisting students with online education. She can be contacted at 402-375-7443 or vaknight1@wsc.edu.

The Holland Academic Success Center provides assistance in career planning, goal setting, personality assessment, stress management, and individual and group counseling. They can be contacted at 402-375-7496 or by emailing Nancy Travnicek at natravn1@wsc.edu.

The college's Certification Office can provide assistance with any teacher or administrative certification questions. Contact Phyllis Spethman in the Field Experience & Certification Office at 402-375-7373 or phspeth1@wsc.edu.

**Disabilities Accommodations (ADA Policy):**

NOTE: In accordance with federal law, it is Wayne State College policy to comply with the Americans With Disabilities Act (ADA). If you believe that you have a physical, learning, or psychological disability that requires an academic accommodation, contact the Disabilities Services Coordinator by phone at (402) 375-7321 or in person at the Disability Services Program in the Counseling Center located in the Student Center, Room 103.

**Technical Support:**

Students should access WSC SAKAI courses via eCampus, the college's electronic portal. Your User Name is the same as your WSC network login – the first two letters of your first name, the first four letters of your last name, and a two-digit number, usually 01 unless there is more than one person with the same or similar name. Then, it may become 02, 03, etc.

**For new users, the password is sent to you by the college upon your admission to graduate studies.** If you have problems logging in or any technical problems, contact the WSC Help Desk at 375-7107, e-mail at helpdesk@wsc.edu, or at [https://www.wsc.edu/sakai\\_help](https://www.wsc.edu/sakai_help). If you are having problems with the SAKAI learning management software, you can also find assistance via a link for Online Student Resources in any SAKAI course.

# Wayne State College

Nebraska State College System (NSCS)

Board Policy 4200

Existing Program Review

This policy establishes the guidelines for reviewing existing programs and ensures that a review for each program occurs every seven (7) years.

[https://www.nscs.edu/downloads/file/49/4200\\_existing\\_program\\_review](https://www.nscs.edu/downloads/file/49/4200_existing_program_review)

## ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 4200 Existing Program Review**

**Page 1 of 2**

### BOARD POLICY

Existing programs shall be reviewed on a regular basis by each College. Such review shall be for the purpose of determining the quality and effectiveness of each program, the efficiency with which each is delivered, and for the purpose of avoiding unnecessary duplication. Such review shall be consistent with state statutes and shall contain both qualitative and quantitative measures representative of sound academic practices. The review process provides for evaluation of each academic program once every seven (7) years and is primarily a self-study conducted at the department, school and/or college levels. Although designed to assist in program improvement to enhance program quality and promote attainment of educational goals, the review is also useful in planning and assuring efficient use of resources.

### PROCEDURE

Review criteria for existing instructional programs shall include the following elements, which are consistent with the review requirements of the Coordinating Commission for Postsecondary Education (CCPE):

1. Program Description
  - a. List of majors, options/concentrations, focus areas, endorsements, certificates and/or minors offered within the program;
  - b. Definition and number of hours required for program completion (programs of study), according to Board Policy 4140;
  - c. Description of programmatic accreditation, if any;
  - d. Description of any programmatic concerns based on assessment of program.
2. Adequacy of Resources and related concerns, if any, in the following areas:
  - a. Faculty and faculty-related resources;
  - b. Informational resources (library, technology, data services, etc.);
  - c. Physical facilities and instructional equipment, if applicable; and
  - d. Fiscal resources.
3. Evidence of Demand and Efficiency (per established CCPE standards)
  - a. Student Credit Hours (SCH)
  - b. Faculty Full-time Equivalency (FTE)
  - c. SCH/FTE percentages
  - d. Number of degrees and awards
4. Justification and evidence of need if the program is below established CCPE thresholds – one or more of the following statements must be supported with a detailed explanation:
  - a) Program is critical to the role and mission of the institution;
  - b) Program contains courses supporting general education or other programs;
  - c) Program is an interdisciplinary program;
  - d) Student or employer demand, or demand for intellectual property is high and external funding would be jeopardized by discontinuing the program;
  - e) Program provides unique access to an underserved population or geographical area;
  - f) Program meets a unique need in the region, state, or nation;
  - g) Program is newly approved within the last five years (no additional justification is needed)
  - h) Other

**ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM**

**POLICY: 4200 Existing Program Review**

**Page 2 of 2**

Each College shall perform the review according to the criteria outlined above and shall submit the results to the Vice Chancellor for Academic Planning and Partnerships for its review, along with supporting documentation and a recommendation for each program reviewed.

In the event a program does not meet or exceed the threshold requirements established by the CCPE, the College shall include either a recommendation for terminating the program or a plan for taking corrective action which will improve and justify continuance of the program.

Legal Reference: RRS 85-1414 Programs; capital construction projects; review; commission, public institution, and governing boards; duties

Policy Adopted: 3/6/85  
Policy Revised: 6/5/93  
Policy Revised: 1/12/10  
Policy Revised: 1/21/15  
Policy Revised: 1/12/16

Attachment: WSC Aruba Location Application Full Document (2570 : New International Location in Aruba for Wayne State College)

# Wayne State College

Nebraska State College System (NSCS)

Board Policy 4220

Assessment: Policy and Procedures

This NSCS Board Policy 4220 Assessment, Policy and Procedures establishes the procedures for a college-wide assessment system for the Nebraska State Colleges.

[https://www.nscs.edu/downloads/file/50/4220\\_assessment\\_policy\\_and\\_procedures](https://www.nscs.edu/downloads/file/50/4220_assessment_policy_and_procedures)



## ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 4220 Assessment; Policy and Procedures**

**Page 1 of 1**

### BOARD POLICY

#### Introduction

1. The Board of Trustees of the Nebraska State College System believes that an effective assessment system is essential because it promotes accountability, informing program development and review, assuring that students achieve established educational course and program goals, and providing evidence of institutional progress over time. In addition, an effective assessment system provides an effective review of its student support services.
2. In recognition of the importance of assessment, each college shall engage in a college-wide assessment system of student learning, program quality, and institutional effectiveness to enhance the quality and excellence of learning and teaching for students.
3. The assessment system in place at each college shall meet the requirements of the Higher Learning Commission and any specialty accreditations held by the college in addition to requirements outlined in this policy.
4. An effective assessment system will rely on measures that are reliable, valid, and practical; incorporate a variety of direct and indirect measurements; use appropriate technologies; and exhibit the multiple roles of assessment.
  - a. Examples of direct measurements:
    1. Standardized tests used to assess general education, academic majors, and professional capstone courses
    2. Portfolios scored with rubrics
    3. Scored exhibitions and/or performances
  - b. Examples of indirect measurements:
    1. Interviews of students, alumni or focus groups
    2. Surveys of students, graduates, or employers
    3. Self-reported job placement data
5. The assessment system will include specific procedures related to online courses or programs that will ensure "...that the student who registers in a distance education or correspondence education course or program is the same student who participates in and completes the program and receives the academic credit."<sup>1</sup> The Chief Academic Officers at each college will establish a distance learning assessment policy that may include a substantial culminating experience that is proctored.

#### Reporting Requirements

1. "The Chief Academic Officers at each college will submit an accountability report to the chancellor based on participation in a systematic process of assessment. This report will include a description of key assessment strategies, assessment data, and a description of changes that have been implemented as a result of assessment findings."
2. Annually, the Chancellor shall report to the Board the results of assessment measures as indicated on the 6 (six) year schedule developed by the Academic, Personnel and Student Affairs Committee.

<sup>1</sup>The Library of Congress. Section 495 of the Higher Education Act of 2008 (Public Law 110-315). Retrieved from the THOMAS Home search page on March 4, 2009 from the World Wide Web: <http://Thomas.loc.gov>

Policy Adopted: 3/28/08  
 Policy Revised: 4/17/09  
 Policy Revised: 1/19/11  
 Policy Revised: 7/8/15

# Wayne State College

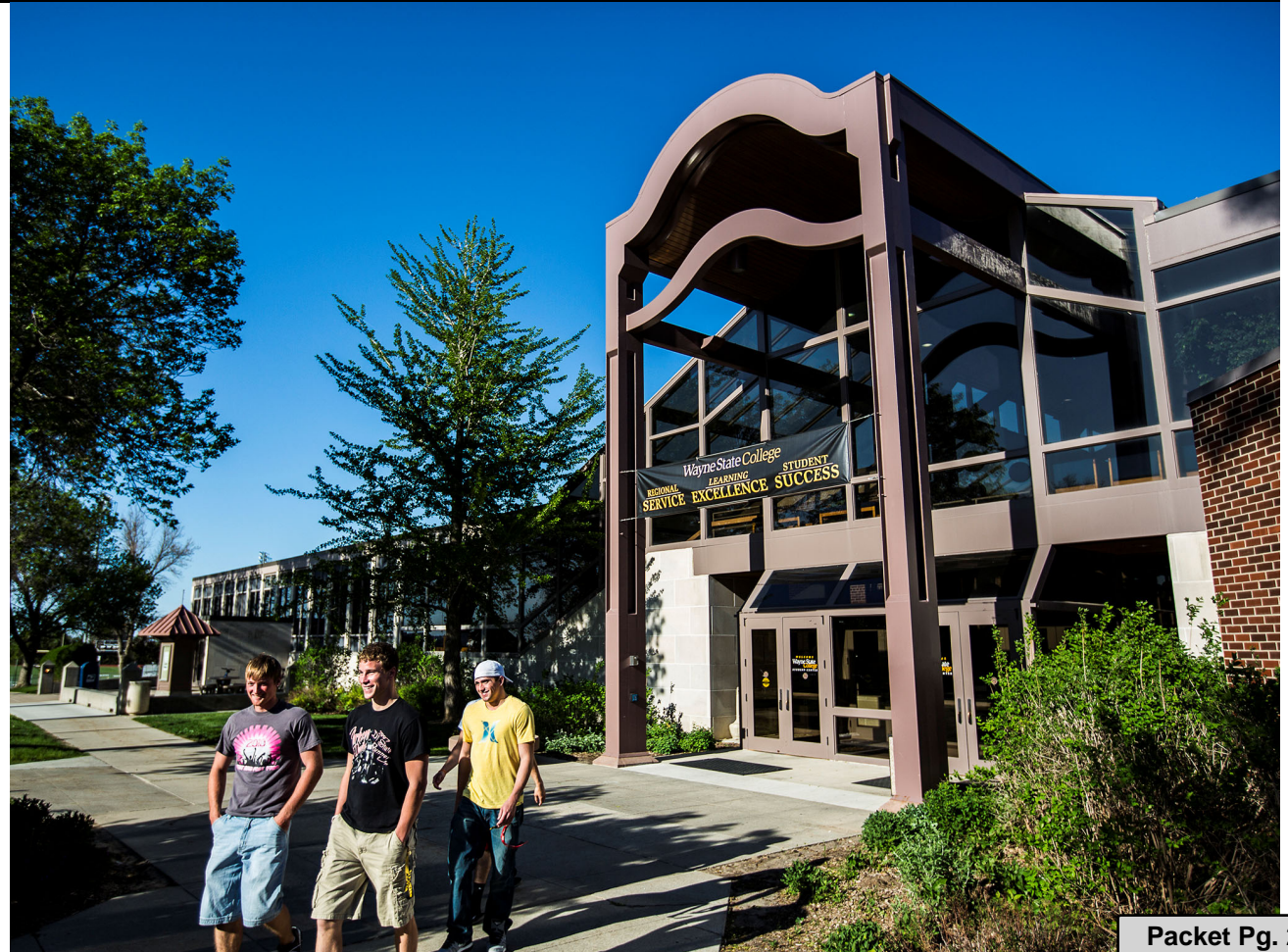
## Wayne State College 2018 Outcomes Report

The 2018 Student Outcomes Report provides a summary of student outcomes in addition to the data available in the annually published Institutional Data Book. The Student Outcomes Report includes data on Retention and Completion, Student Engagement, and Post-Graduate Outcomes & Satisfaction.

# Wayne State College

## 2018 STUDENT OUTCOMES REPORT

Retention & Completion  
Student Engagement  
Post-Graduate  
Outcomes & Satisfaction

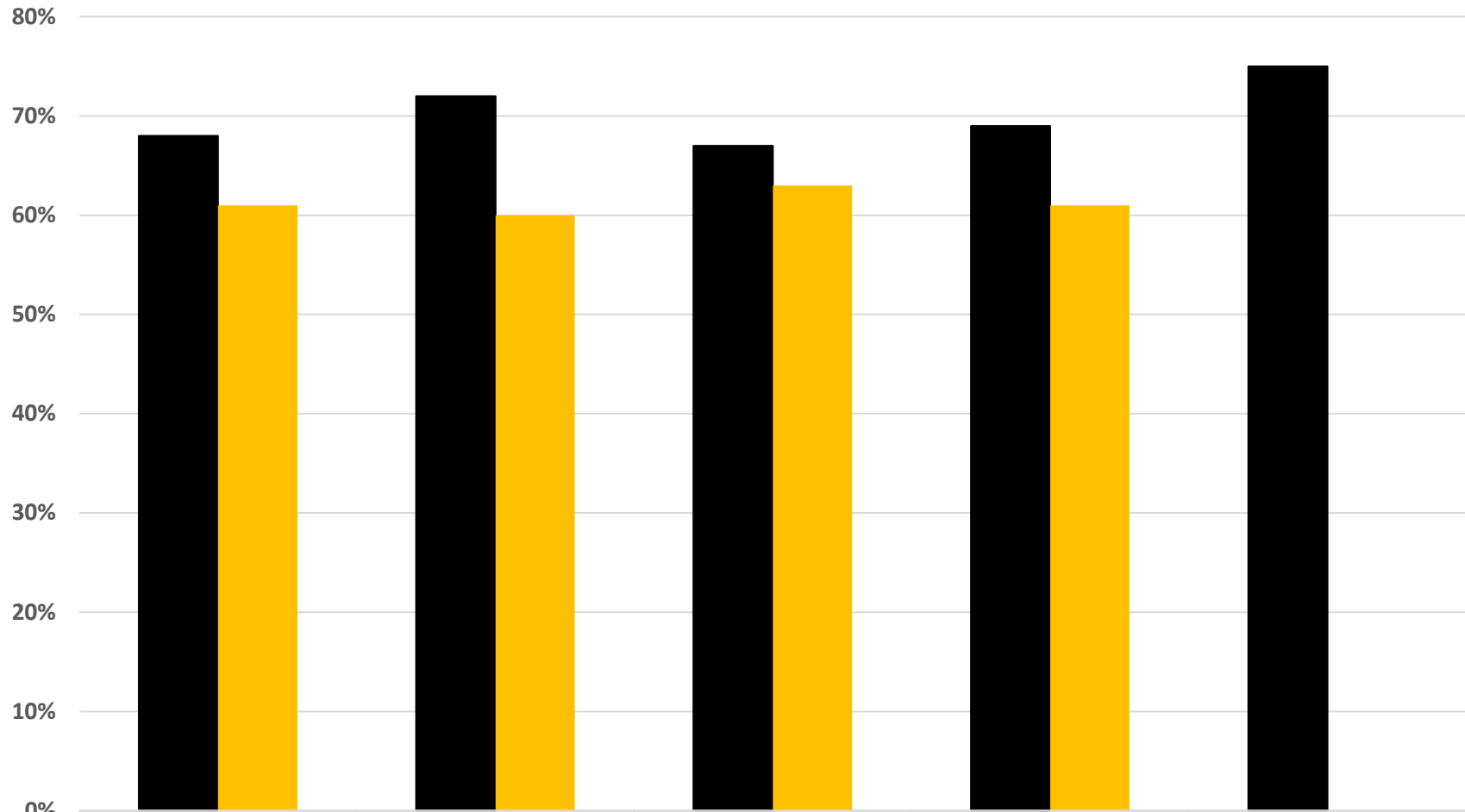


# Wayne State College



## RETENTION & COMPLETION

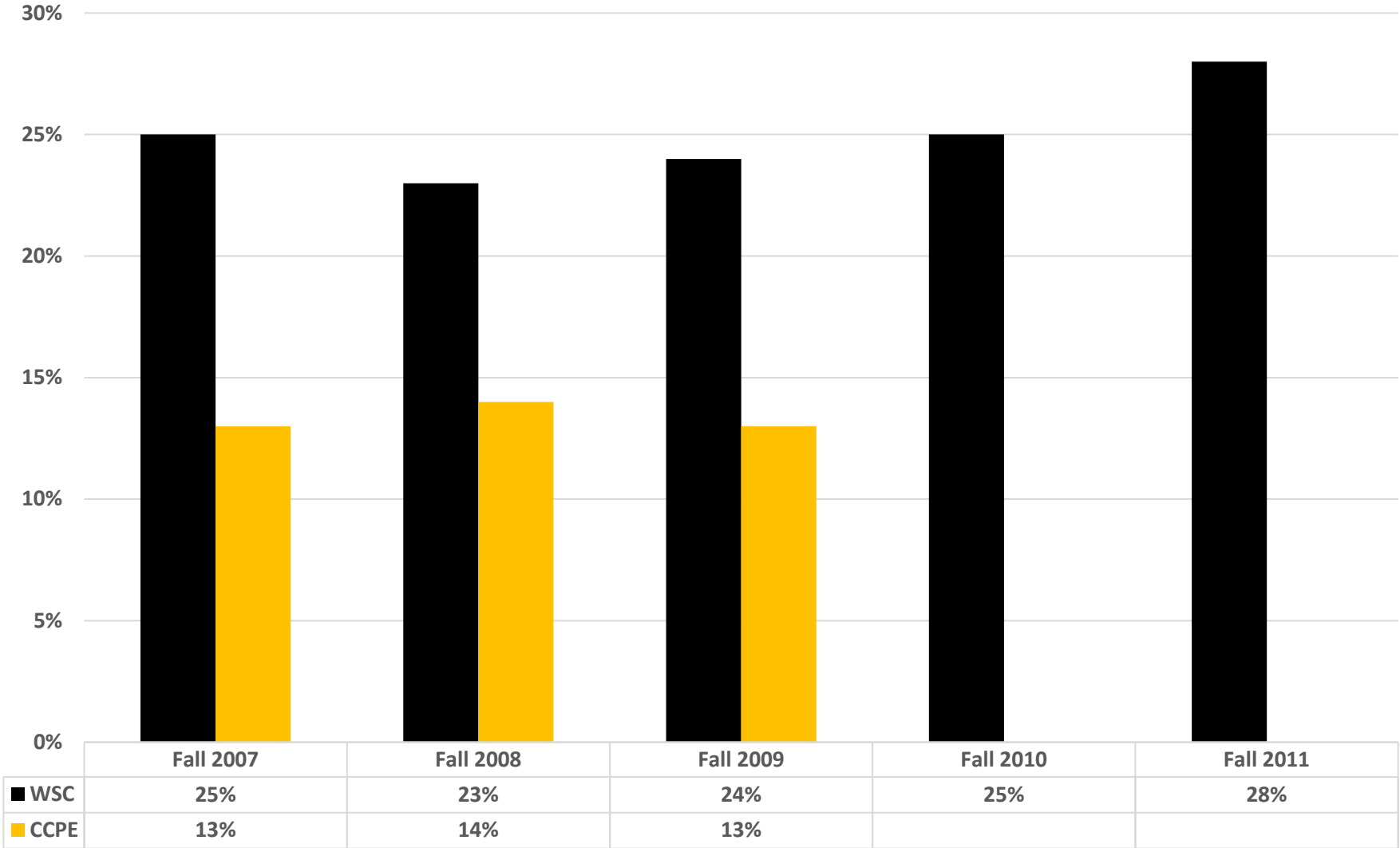
## WAYNE STATE COLLEGE Retention Rates by Year: WSC vs. CCPE Peers



	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017
■ WSC	68%	72%	67%	69%	75%
■ CCPE	61%	60%	63%	61%	

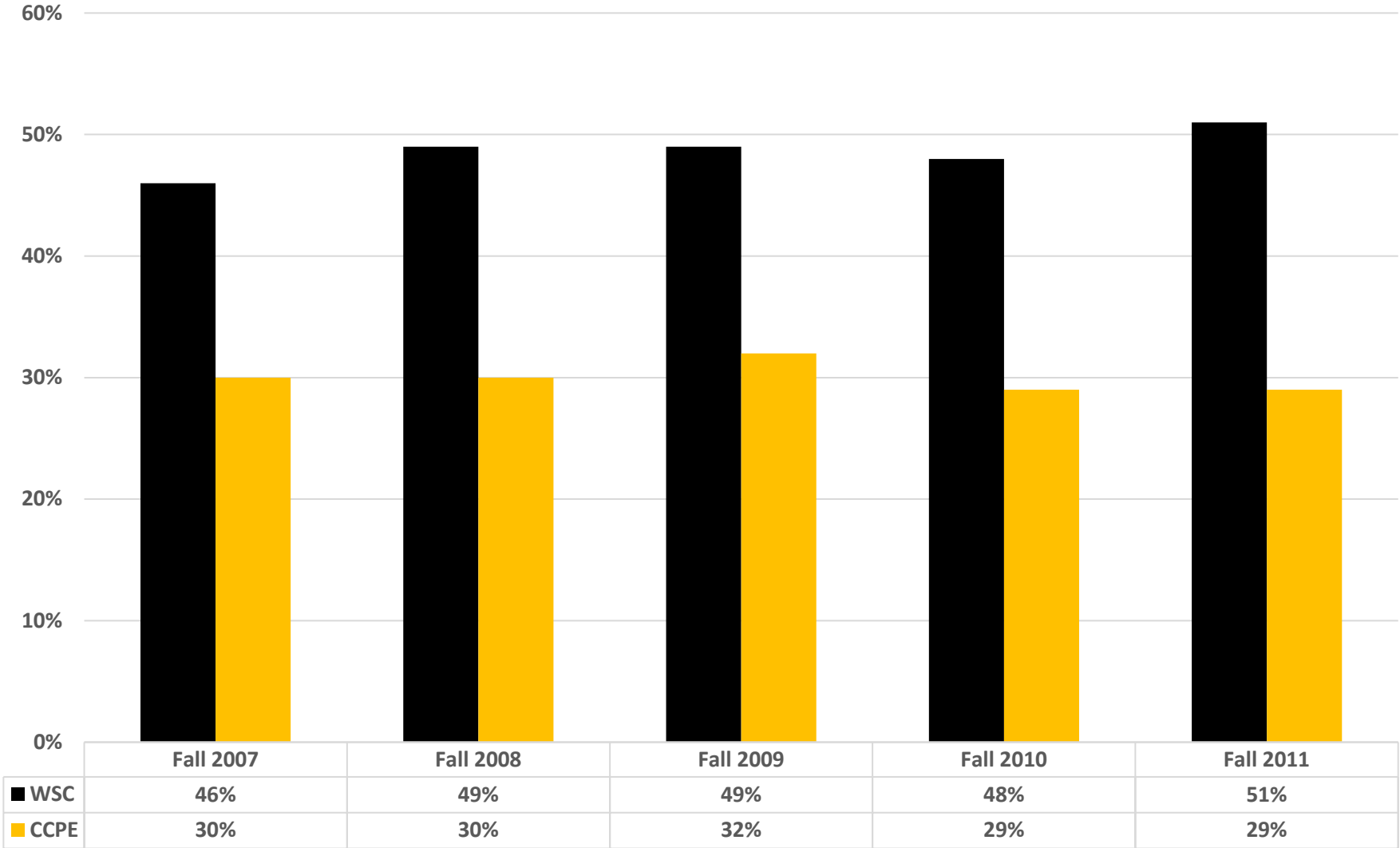
- 1) First-time, Full-time Degree-Seeking Students
  - 2) Column dates indicate student cohort entry year
  - 3) CCPE = Coordinating Commission for Postsecondary Education; CCPE data is based on 10 CCPE peer institutions.
  - 4) CCPE Peer data for Fall 2017 will not be available is not available from current IPEDS Reports
- Source: IPEDS Fall Enrollment Survey

### WAYNE STATE COLLEGE 4-Year Completion Rates by Year: WSC vs. CCPE Peers



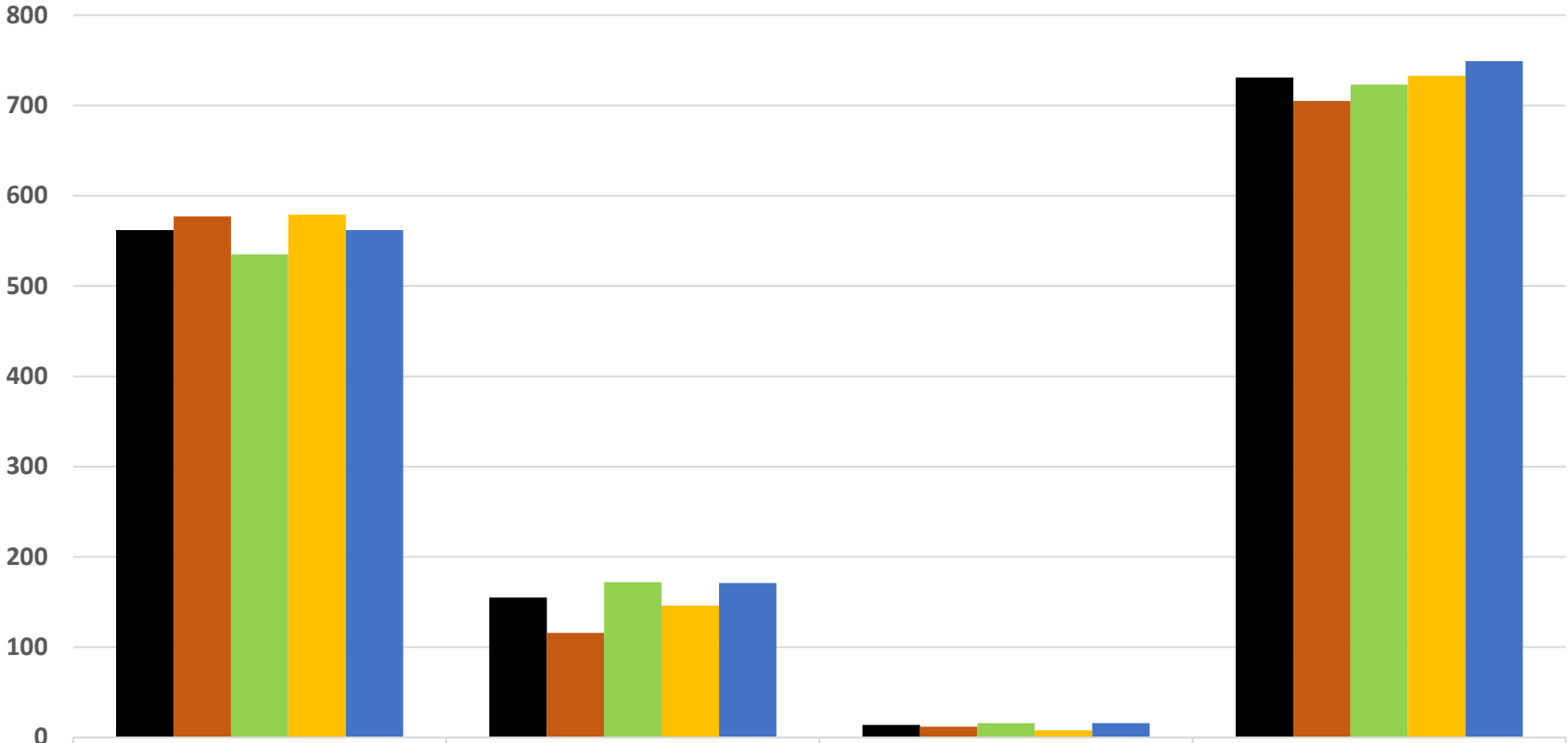
1) First-time, Full-time Degree-Seeking Students  
 2) Column dates indicate student cohort entry year  
 3) CCPE = Coordinating Commission for Postsecondary Education; CCPE data is based on 10 CCPE peer institutions.  
 4) CCPE Peer data for Fall 2010 and Fall 2011 is not available from current IPEDS reports  
 Source: CCPE: IPEDS 200% Graduation Rate Survey; WSC: IPEDS Graduation Rates

### WAYNE STATE COLLEGE 6-Year Completion Rates by Year: WSC vs. CCPE Peers



1) First-time, Full-time Degree-Seeking Students  
 2) Column dates indicate student cohort entry year  
 3) CCPE = Coordinating Commission for Postsecondary Education; CCPE data is based on 10 CCPE peer institutions.  
 Source: IPEDS Graduation Rate Surveys

## WAYNE STATE COLLEGE Degrees Conferred by Type and Year



	Bachelor	Master	Specialist	Total
2013-14	562	155	14	731
2014-15	577	116	12	705
2015-16	535	172	16	723
2016-17	579	146	8	733
2017-18	562	171	16	749

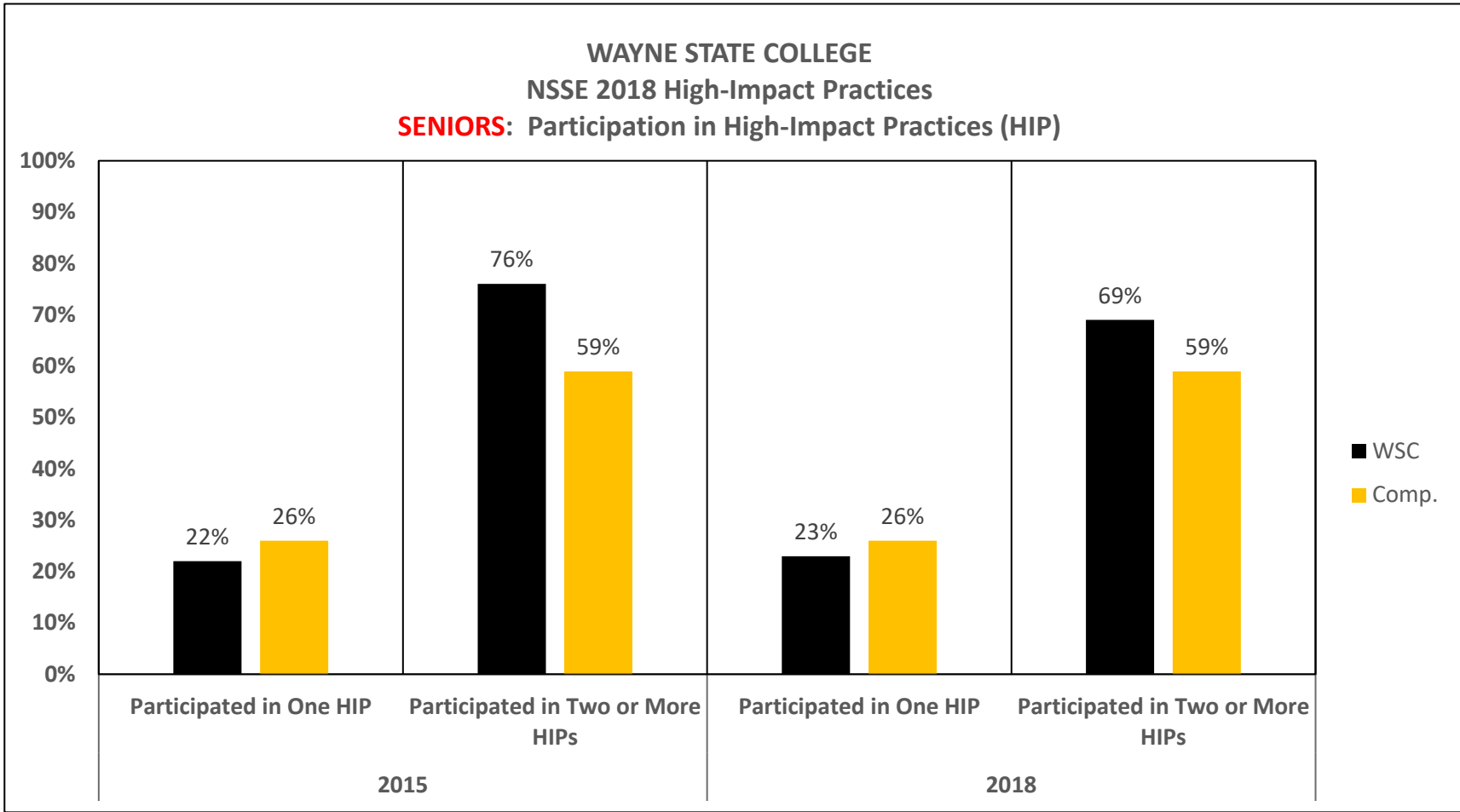
1) First Majors Only  
 2) Year ranges represent the academic year (August, December, May)  
 Source: IPEDS Completion Surveys



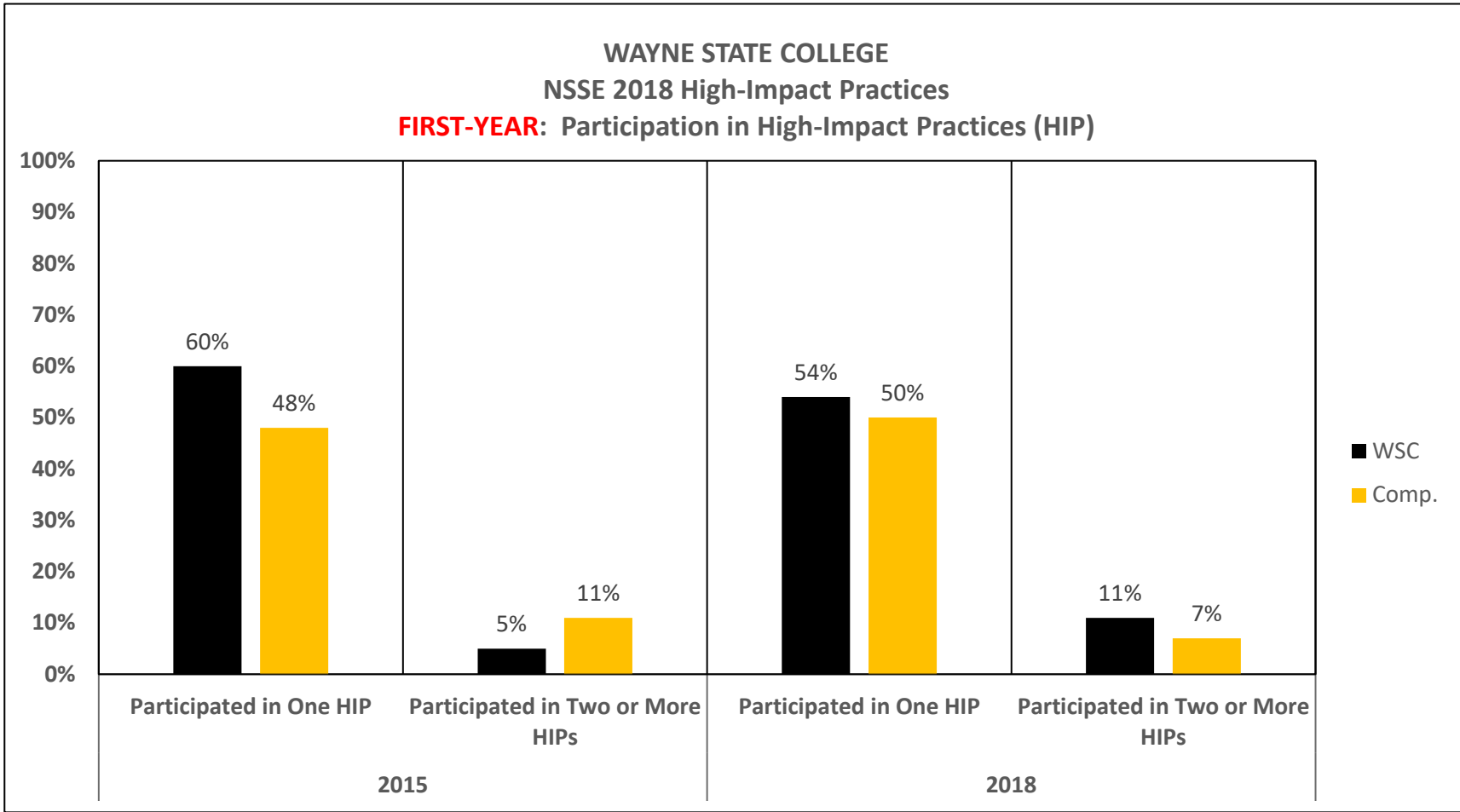
# Wayne State College



## STUDENT ENGAGEMENT (NSSE)



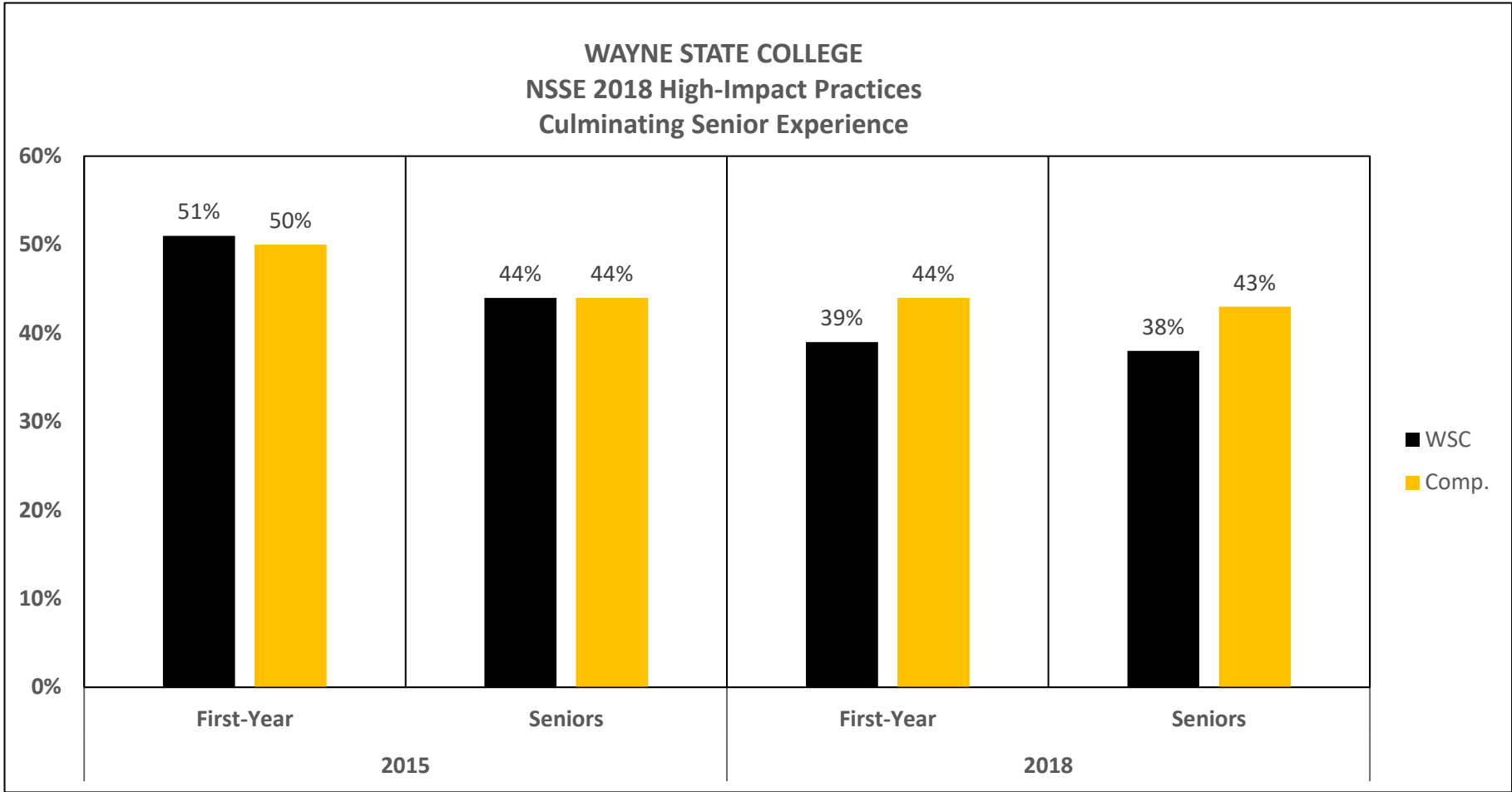
- 1) Comp. = Plains-Public < 5,000 Comparison Group
- 2) a) WSC Seniors -- Respondents: 2015 N = 226; 2018 N = 159 / Response Rate: 2015 = 41%; 2018 = 33%
- b) Comp. Seniors -- Respondents: 2015 N = 2,234; 2018 N = 1,686 / Response Rate: 2015 = 30%; 2018 = 27%
- 3) Survey is not longitudinal (i.e., First-year and seniors are not the same students)



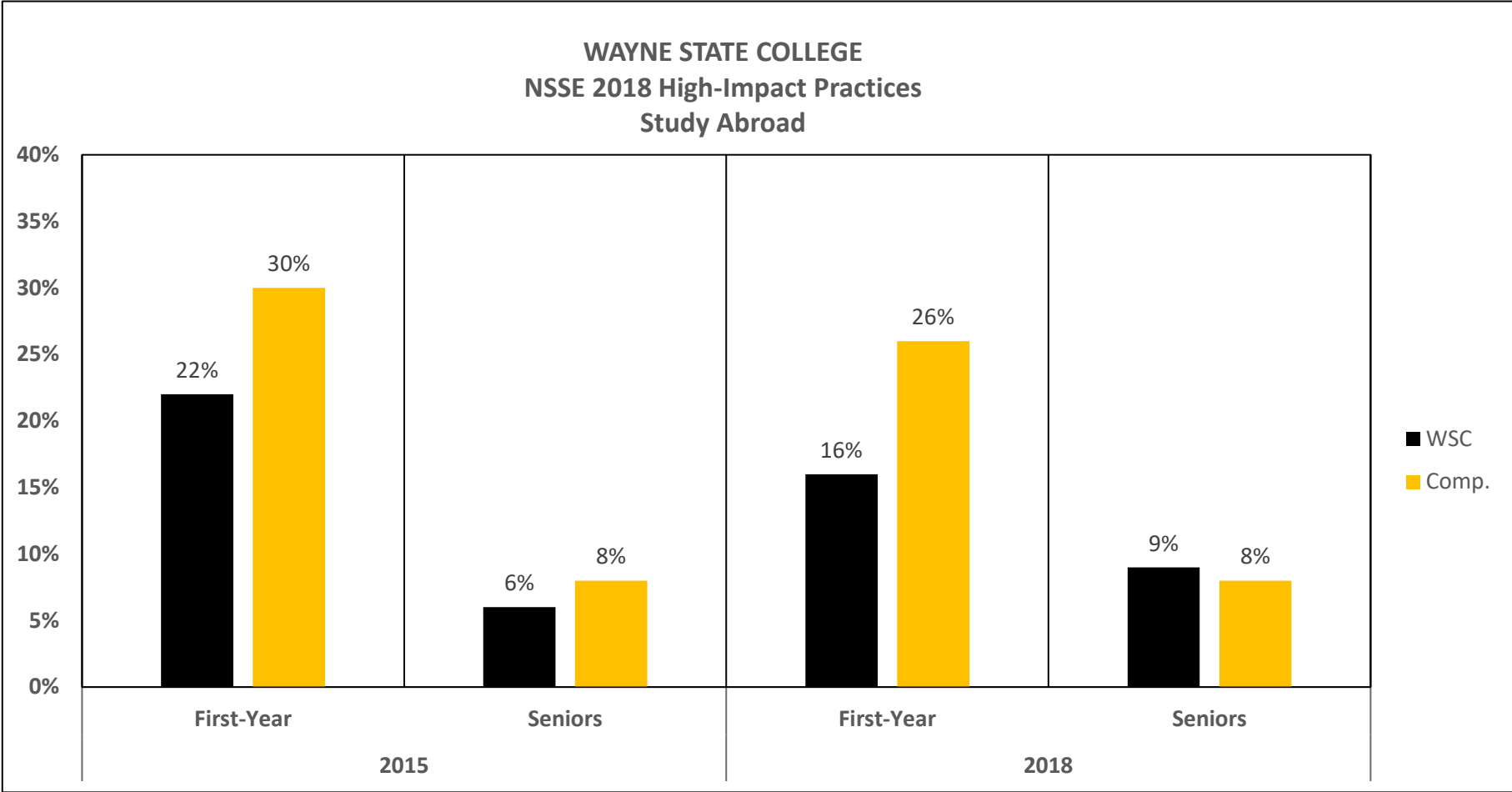
1) Comp. = Plains-Public < 5,000 Comparison Group

2) a) WSC First-Year -- Respondents: 2015 N = 201; 2018 N = 148 / Response Rate: 2015 = 33%; 2018 = 26%

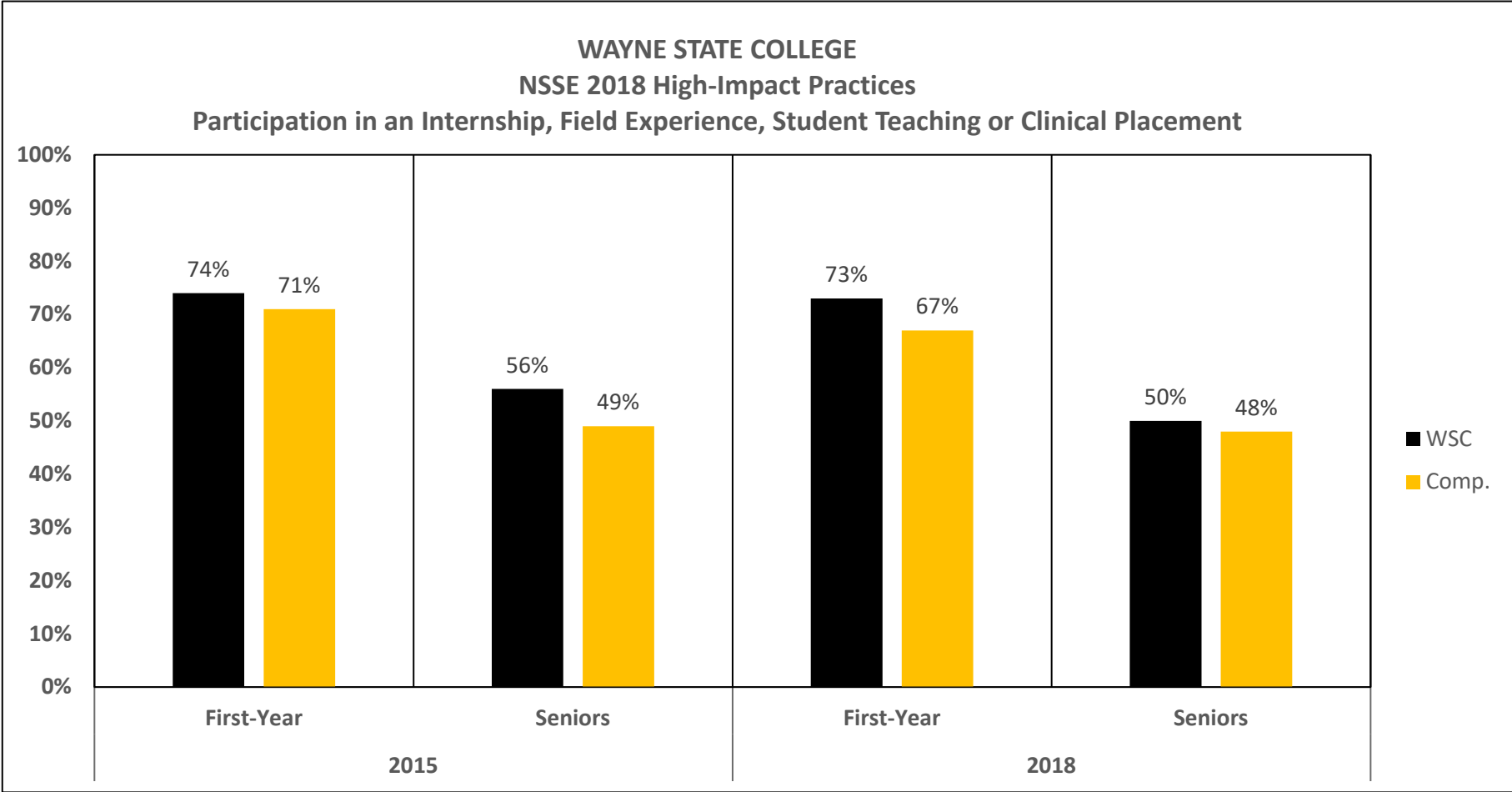
b) Comp. First-Year -- Respondents: 2015 N = 1,819; 2018 N = 1,147 / Response Rate: 2015 = 24%; 2018 = 21%



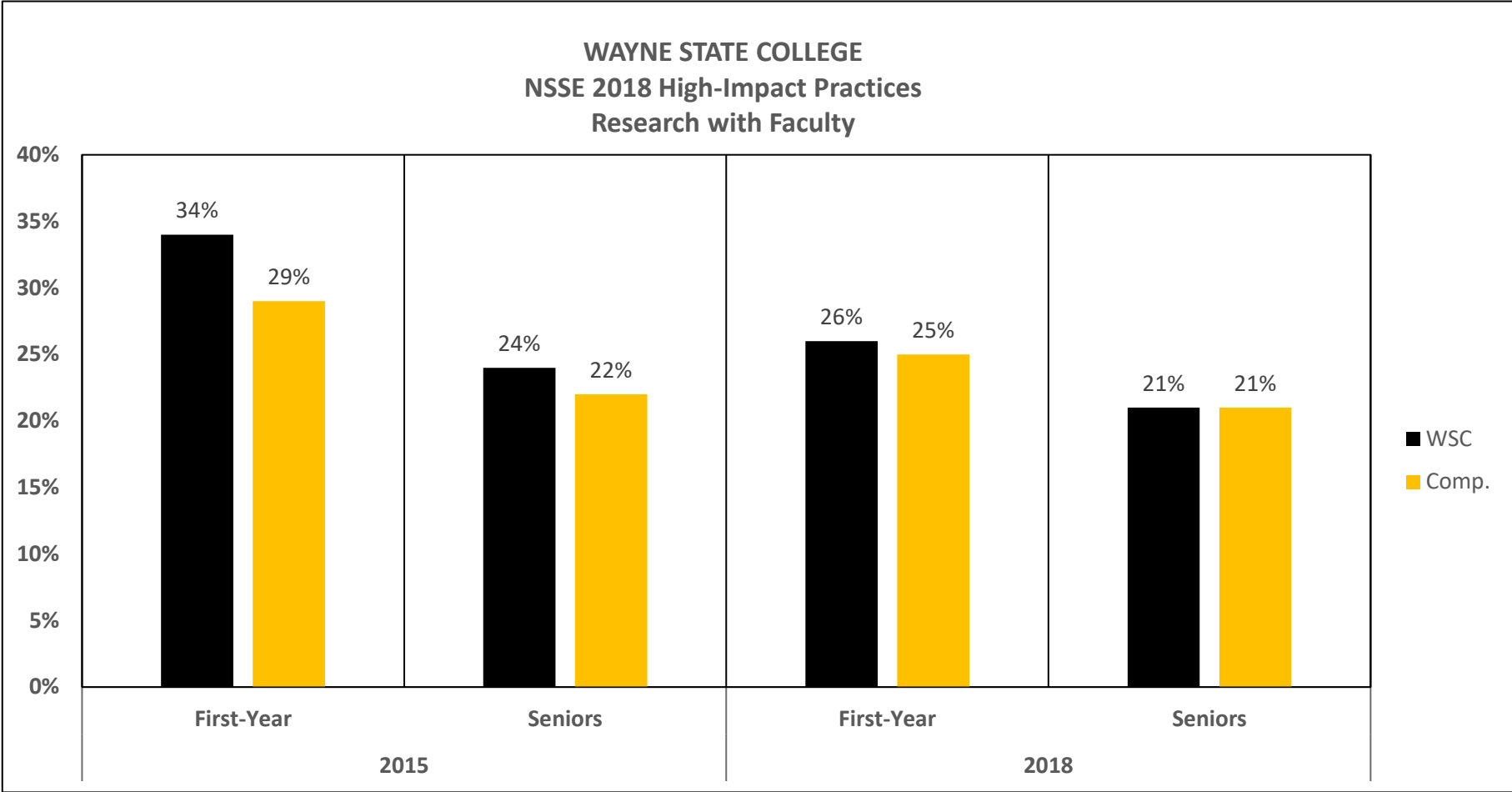
- 1) Comp. = Plains-Public < 5,000 Comparison Group
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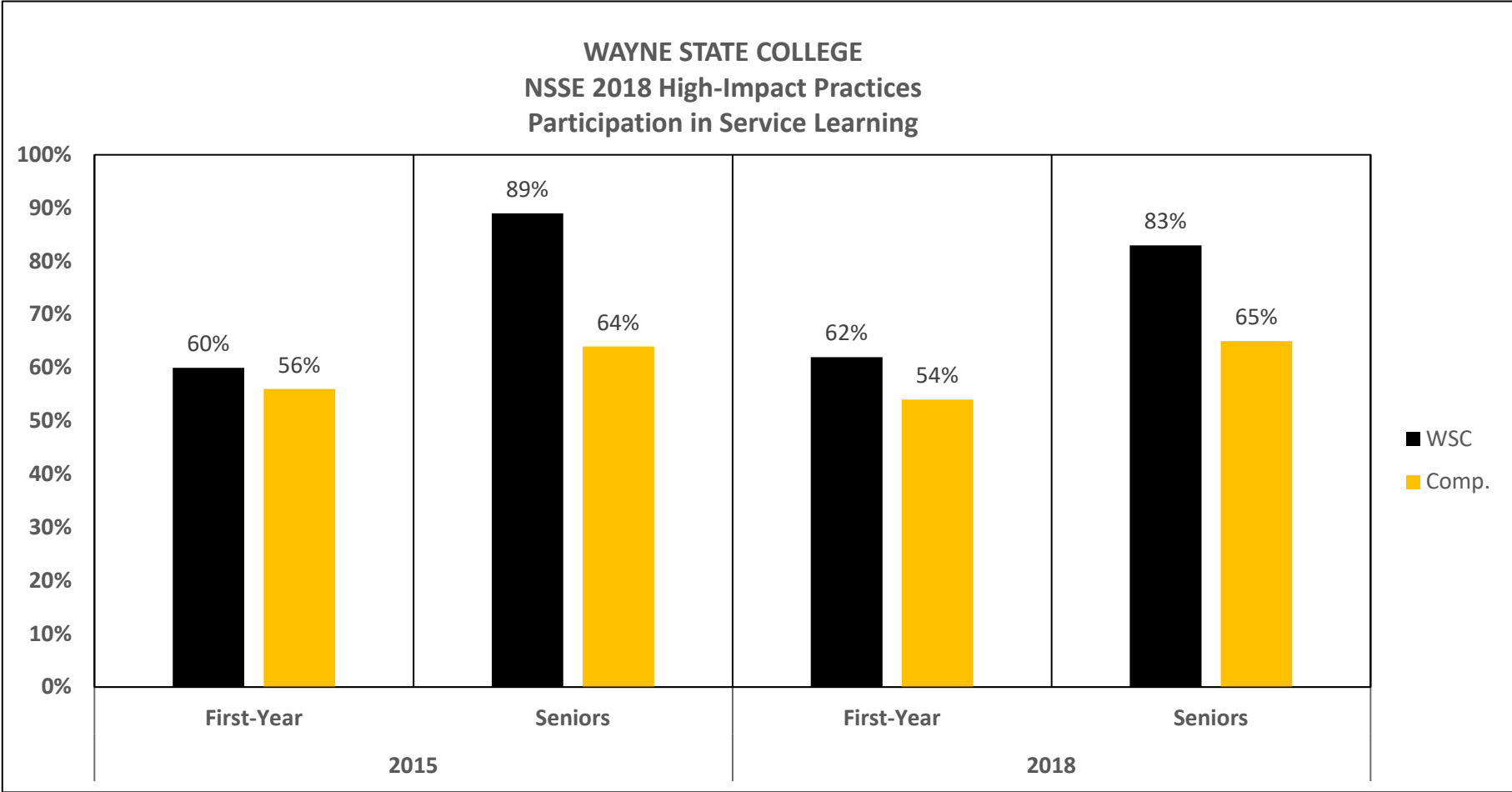
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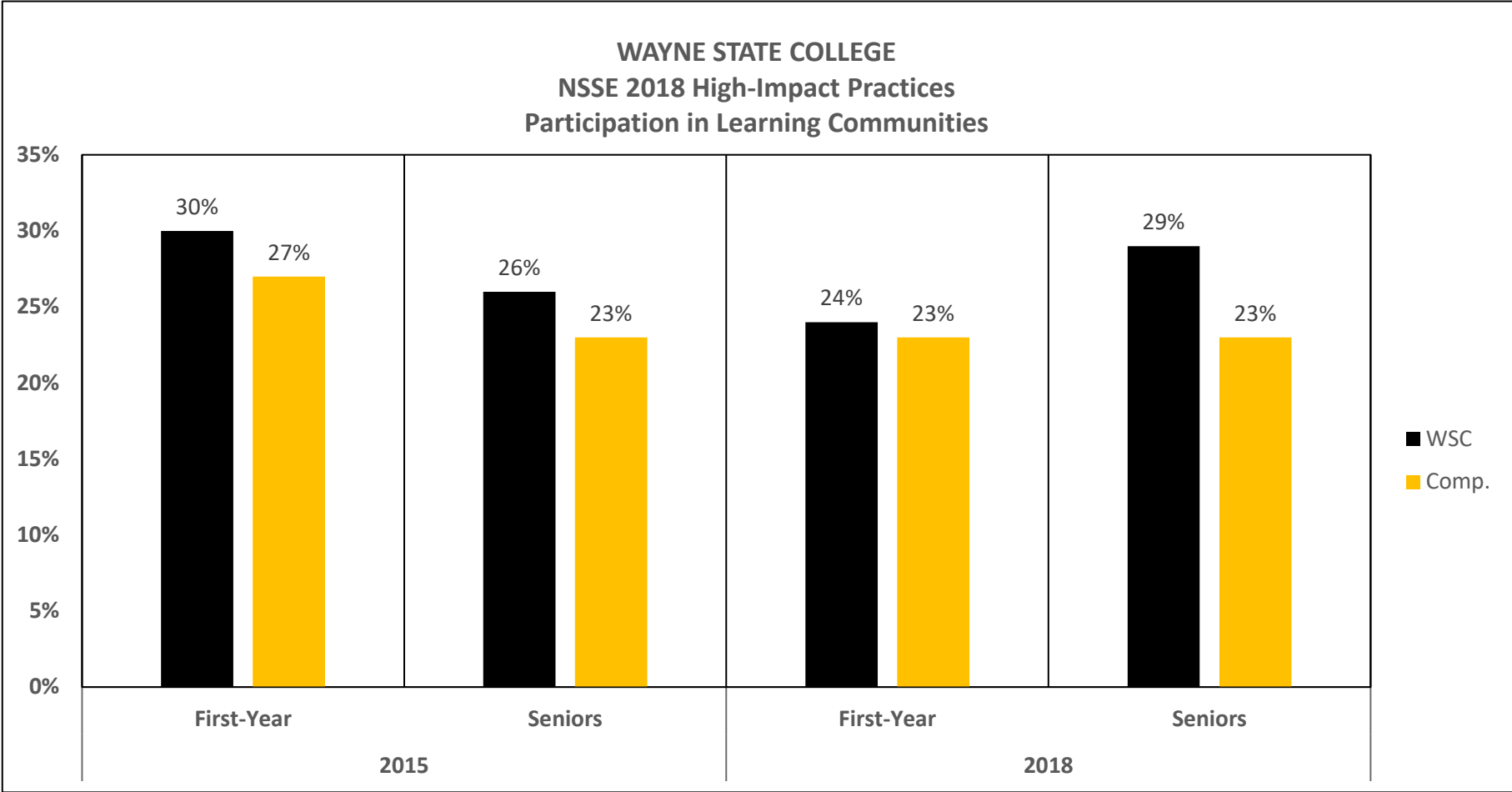


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- 4) Survey is not longitudinal (i.e., First-year and seniors are not the same students)



- 1) Comp. = Plains-Public < 5,000 Comparison Group
- 2) Both First-year and Senior results are the percentage of those who responded "Most or All" or "Some"
- 3) a) WSC First-Year -- Respondents: 2015 N = 201; 2018 N = 148 / Response Rate: 2015 = 33%; 2018 = 26%
- b) Comp. First-Year -- Respondents: 2015 N = 1,819; 2018 N = 1,147 / Response Rate: 2015 = 24%; 2018 = 21%
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**WAYNE STATE COLLEGE**  
**Graduate Employment Report**  
**(Bachelor's Degrees Received from December 2016 through August 2017)**

**By Field (Publishable)**

Program Name	No. of Grads*	No. Surveyed	Related Employ	Non-Related Employ	Grad/ Prof. School	If Employed: % Related Employ**	% Employed or Grad School***	Employed/Grad Sch.		Average Wage	Low Wage	High Wage	Number of Wages Report
								In Nebr	Out of State				
Art	21	14	9	5		64%	100%	9	5	31,406	20,800	62,400	7
English	17	14	9	1	4	90%	100%	10	4	34,506	29,120	39,500	10
Mass Communication	11	7	6		1	100%	100%	5	2	28,048	23,754	32,240	4
Music	11	8	4	1	3	80%	100%	4	4	35,983	33,450	39,124	3
Speech Communication	9	7	6		1	100%	100%	3	4	40,617	31,200	55,000	6
Business	87	77	63	9	5	88%	100%	67	10	35,360	18,720	60,000	43
Computer Information Systems	15	12	7	4	1	64%	100%	11	1	40,031	29,120	52,000	6
Computer Science	8	5	5			100%	100%	3	2	52,625	47,500	56,000	4
Early Childhood	7	5	3		2	100%	100%	3	2	20,107	18,720	20,800	3
Family & Consumer Sciences	11	11	10	1		91%	100%	10	1	35,349	30,000	37,555	8
Industrial Technology	30	30	29		1	100%	100%	26	4	38,819	23,920	57,000	21
Early Childhood Education	12	12	12			100%	100%	10	2	33,736	26,000	38,700	9
Elementary Education	77	75	69	3	3	96%	100%	66	9	35,110	18,000	43,981	62
Human Service Counseling	31	27	25		2	100%	100%	22	5	27,244	19,000	35,000	18
Middle Level Education	5	5	5			100%	100%	5		33,390	28,200	36,000	5
Special Education K-12	16	16	13	3		81%	100%	14	2	35,225	23,920	40,000	14
Applied Human & Sport Physiology	9	7	3		4	100%	100%	5	2				
Chemistry	18	17	1		16	100%	100%	16	1				
Criminal Justice	59	48	39	6	3	87%	100%	35	13	35,113	21,840	52,374	32
Exercise Science	19	17	9	3	5	75%	100%	10	7	*	*	*	2
Geography	4	4	3	1		75%	100%	2	2	37,789	31,366	42,000	3
Health & Physical Education K-12	11	11	9	2		82%	100%	10	1	44,862	33,350	65,000	9
History	2	2	1	1		50%	100%	2		*	*	*	2
Life Sciences	34	33	8	3	22	73%	100%	29	4	39,348	27,000	60,000	6
Mathematics	9	9	7		2	100%	100%	7	2	38,080	32,000	46,000	5
Political Science	2	2		1	1	0%	100%	1	1	*	*	*	1
Psychology	12	9	5	1	3	83%	100%	8	1	39,471	24,242	65,000	4
Science Education	6	6	5	1		83%	100%	5	1	33,444	24,000	37,000	6
Social Sciences Education	7	6	6			100%	100%	6		32,363	27,000	41,000	4
Sociology	1	1	1			100%	100%	1					
Sport Management	14	8	6	1	1	86%	100%	6	2	*	*	*	2
Interdisciplinary Studies	3	3	3			100%	100%	2	1	*	*	*	1
<b>TOTALS</b>	<b>578</b>	<b>508</b>	<b>381</b>	<b>47</b>	<b>80</b>	<b>89%</b>	<b>100%</b>	<b>413</b>	<b>95</b>	<b>35,384</b>			<b>300</b>

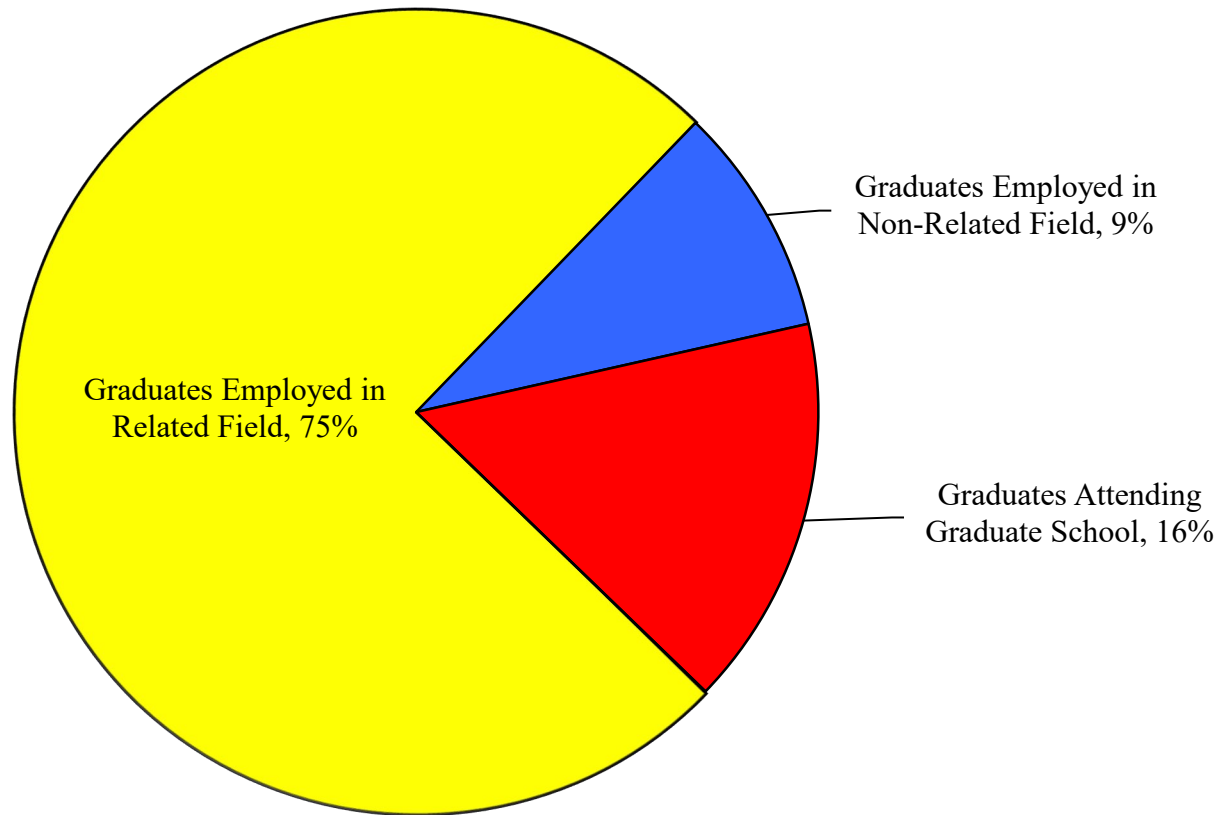
\*\* Percentages based on all employed

\*\*\* Percentages based on all surveyed

- 1) Graduate survey includes undergraduate students graduating from December 2016 through August 2017
- 2) Students are surveyed in the year following graduation with results being tabulated in the following summer
- 3) Survey responses: 508 of 578 Undergraduates (88% Response Rate)

# WAYNE STATE COLLEGE

## 2016-2017 Graduate Employment Rate\*

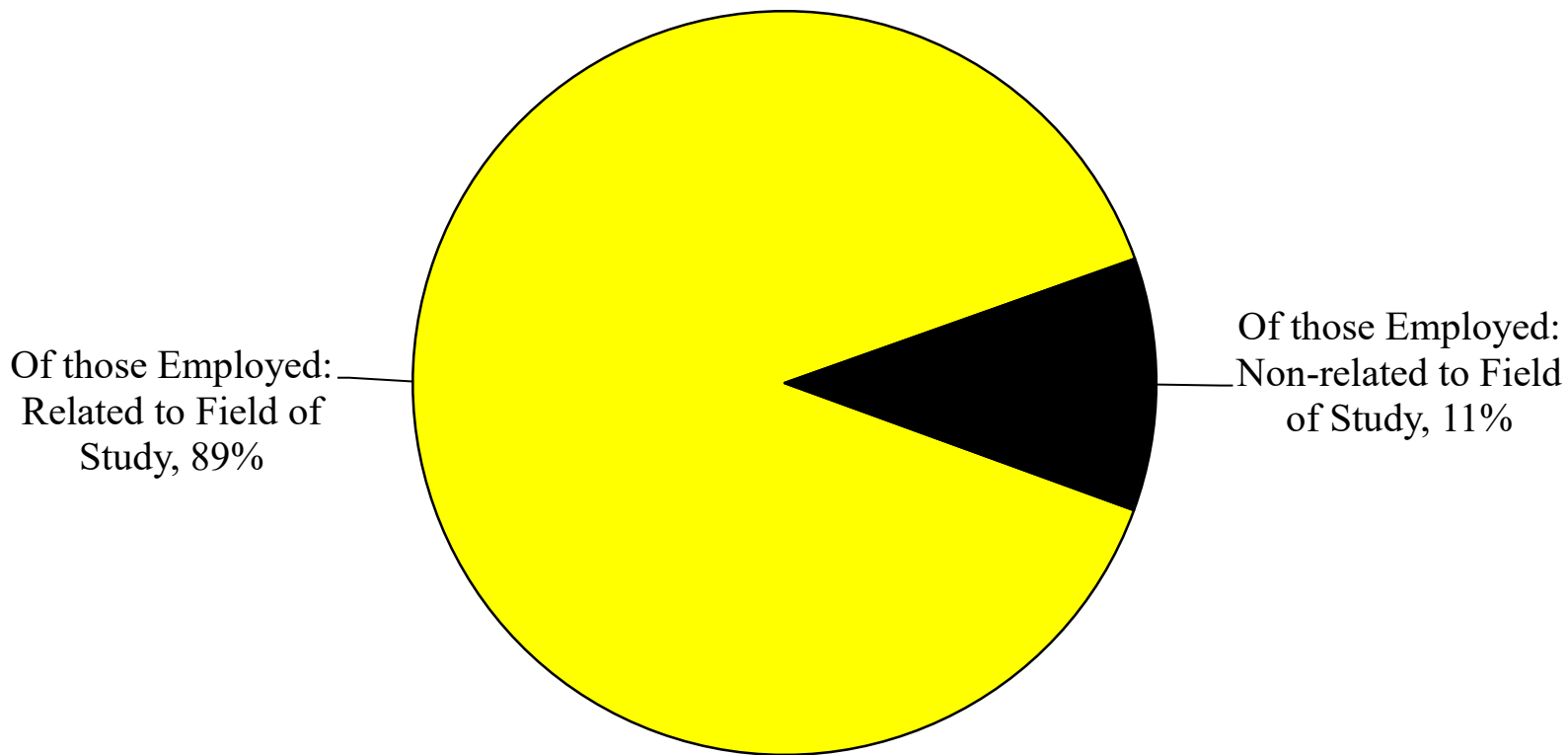


*\*Percentages based on all surveyed*

- 1) Graduate survey includes undergraduate students graduating from December 2016 through August 2017
- 2) Students are surveyed in the year following graduation with results being tabulated in the following summer
- 3) Survey responses: 508 of 578 Undergraduates (88% Response Rate)

# WAYNE STATE COLLEGE

## 2016-2017 Graduate Employment\*

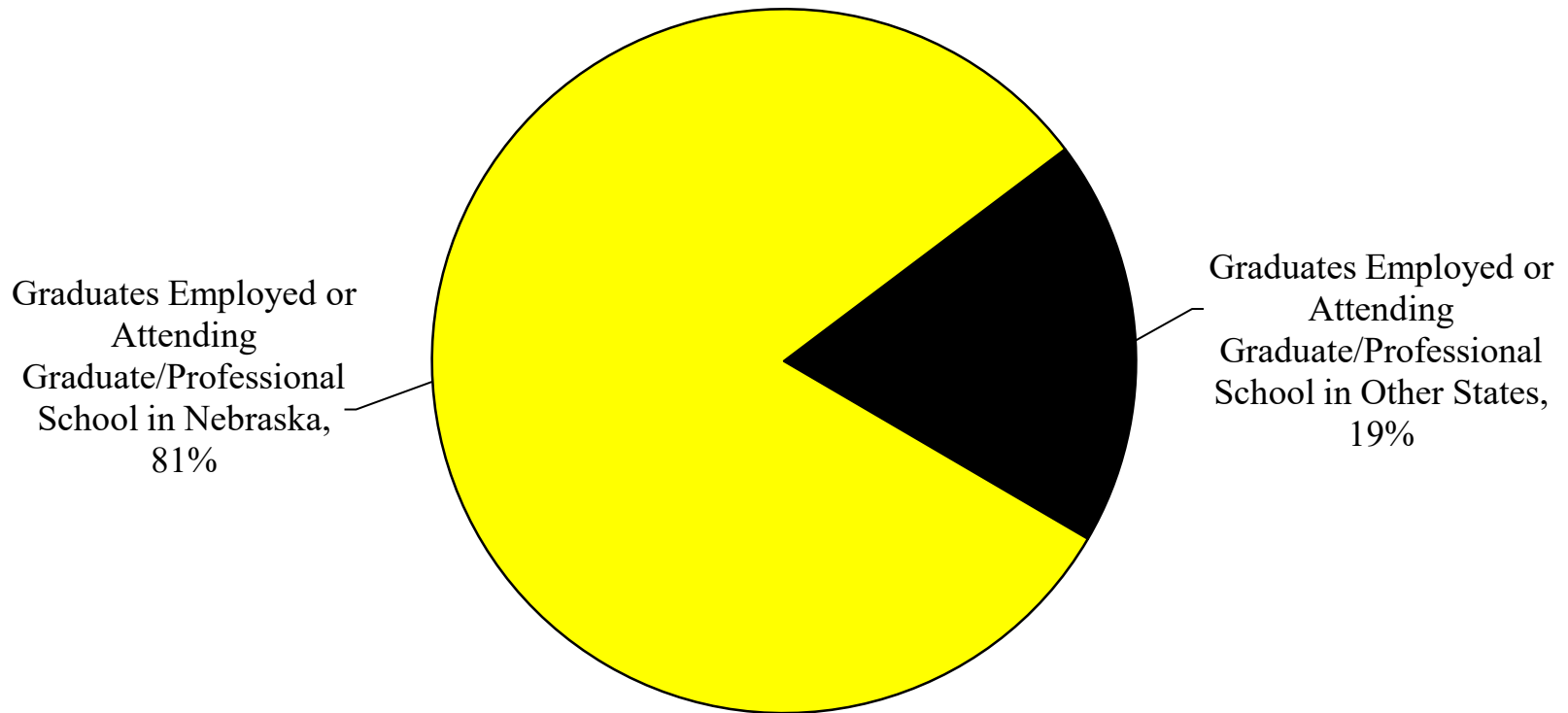


*\*Percentages based on all Employed. Does not include all Surveyed.*

- 1) Graduate survey includes undergraduate students graduating from December 2016 through August 2017*
- 2) Students are surveyed in the year following graduation with results being tabulated in the following summer*
- 3) Overall Survey responses: 508 of 578 Undergraduates (88% Response Rate); this chart only represents those employed.*

# WAYNE STATE COLLEGE

## Location of Employment or Graduate/Professional School for 2016-2017 Graduates

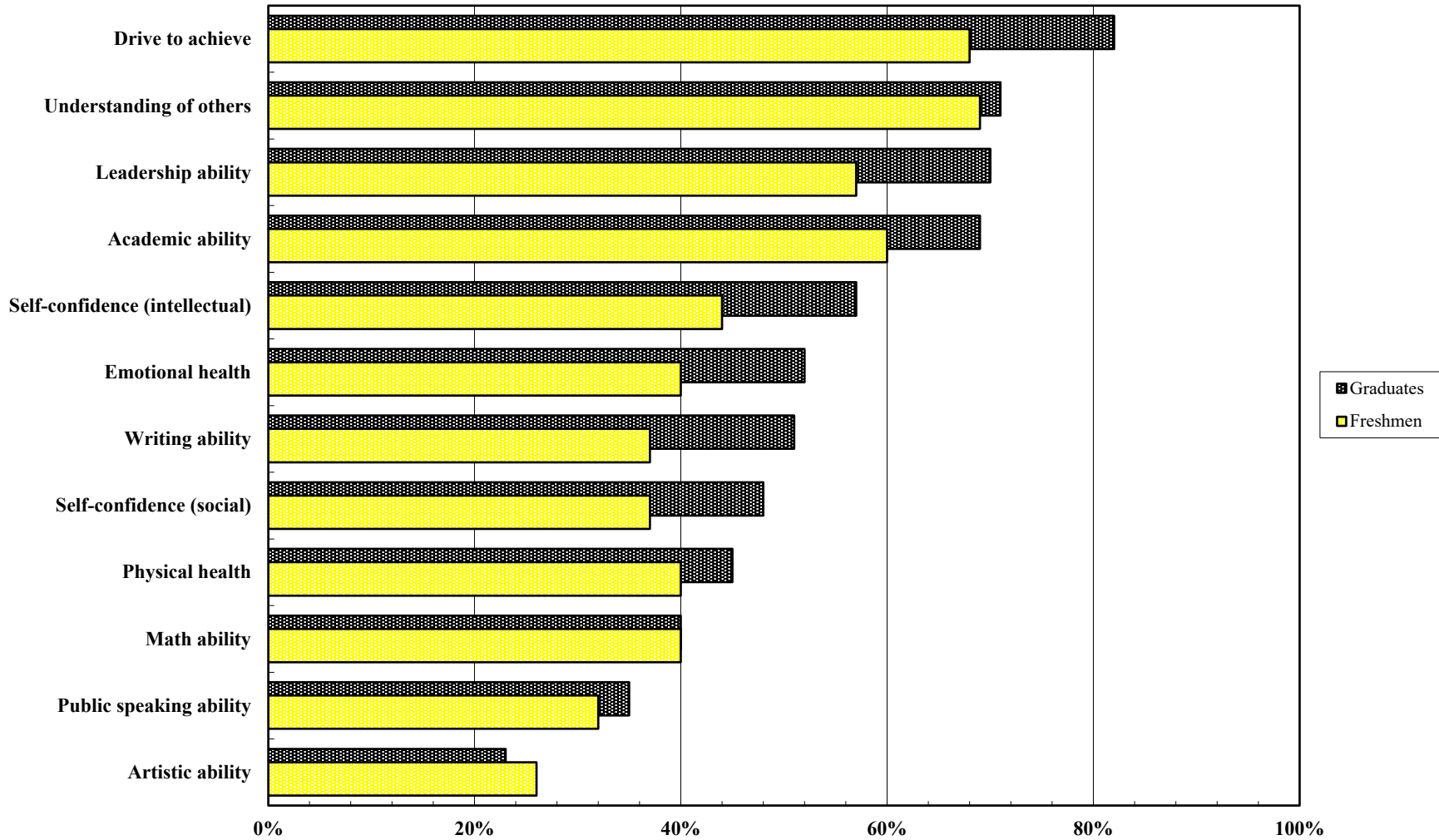


- 1) Graduate survey includes undergraduate students graduating from December 2016 through August 2017
- 2) Includes all graduates employed (related or non-related to field of study) and graduates attending graduate/professional school.
- 3) Students are surveyed in the year following graduation with results being tabulated in the following summer
- 4) Survey responses: 508 of 578 Undergraduates (88% Response Rate); 100% of those surveyed reported location

# A Comparison of New Freshmen to Graduating Students

## WSC Fall 2017 Freshmen and May/August 2018 Graduates

Attachment: WSC Aruba Location Application Full Document (2570 : New International Location in Aruba



**Percentage of students rating themselves above average**

- 1) Graduating student data includes undergraduate and graduate students applying for graduation during the May/August 2018 term.
- 2) Freshmen student data includes New Freshmen participating in the 2017 UCLA/CIRP Freshman Survey during freshmen orientation.
- 3) Survey Responses: 392 of 546 Graduates (72% Response Rate); 324 of 605 New Freshmen (54% Response Rate)

# Wayne State College

Information Management Office  
Hahn Administration 204B  
1111 Main Street  
Wayne, NE 68787  
(402) 375-7466

Wayne State College is an equal opportunity institution. WSC does not discriminate against any student, employee or applicant on the basis of race, color, national origin, sex, disability, religion, or age in employment and educational opportunities, including but not limited to admissions decisions.

Wayne State College is a member of the Nebraska State College System

4/1/19



# Wayne State College

Wayne State College  
2018-19 Institutional Data Book  
(Table of Contents Only)

# Wayne State College

## 2018-2019 Institutional Data

Information Management Office  
Jeannette Barry, Institutional Research Analyst

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Attachment: WSC Aruba Location Application Full Document (2570 : New International Location in Aruba for Wayne State College)

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
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## ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

September 12, 2019

**ACTION:** **Approve Resolution to Amend, Restate and Adopt Health and Welfare Plan Document and Flexible Benefit Plan Document**

The Board is asked to approve the attached **Board Resolution** that amends, restates and adopts our Health and Welfare Plan Document and the Flexible Benefit Plan Document. The Board established a Health and Welfare Plan in 2001. The Board established the Flexible Benefit Plan in 1987. State statutes give the Board authority to provide employee benefits as noted in Board Policy 2000 and these documents need to be updated in order for the benefit programs to continue.

The Board Resolution contains Exhibits A, B, and C as described below.

### **Exhibit A**

#### **Health and Welfare Plan, Plan Number 501, Plan Document**

This document is referred to as the Wrap Plan. This document “wraps” all of our health and welfare benefit plans into one plan document for purposes of administration and application of any applicable legal requirements. It serves as the overarching document for each benefit offering. It is largely governed by the U.S. Department of Labor (DOL) rules.

Exhibit A- Component Plans;  
 Exhibit B- Eligibility;  
 Exhibit C- Certificates of Coverage/Booklet; (These are the policies or informational packets for each Component Plan [e.g., medical, dental, vision, wellness] which provide employees with information about each specific benefit.)  
 Exhibit D- Participating Employers; and,  
 Exhibit E- Claims Administration.

### **Exhibit B**

#### **Health and Welfare Plan, Plan Number 501, Summary Plan Description**

This summary describes the terminology contained in the Wrap Plan. This must be distributed to employees every five (5) years and/or to new hires.

Exhibit A- Claims Procedures;  
 Exhibit B- Eligibility;  
 Exhibit C- CHIP Notice; and,  
 Exhibit D- Attachments- listing all benefits in sub-attachments #1-15.

### **Exhibit C**

#### **Flexible Benefit Plan Document and Summary Plan Description**

This document is referred to as the Cafeteria Plan. It allows employees to pay for benefits on a pre-tax basis and is required by the IRS.

Appendix A- List of College and System Office; and,  
 Appendix B- Exclusions- Medical Expenses that Aren't Reimbursable.

The System Office recommends approval of the Resolution for Health and Welfare Plan and Flexible Benefit Plan Documents.

**ATTACHMENTS:**

- Board Resolution (PDF)
- Health and Welfare Plan Document Exhibit A (PDF)
- Health and Welfare Plan SPD Exhibit B (PDF)
- Flexible Benefit Plan Document Restatement Exhibit C (PDF)

**RESOLUTION  
OF THE  
BOARD OF TRUSTEES  
OF  
THE NEBRASKA STATE COLLEGES**

September 12, 2019

The undersigned, being all the members of the Board of Trustees of the Nebraska State Colleges (the "Board"), hereby consent to, approve and adopt the following resolutions and each and every action affected thereby.

**WHEREAS**, the Board established the Nebraska State College System Health and Welfare Plan (the "Health and Welfare Plan") on September 1, 2001;

**WHEREAS**, the Board established the Nebraska State Colleges Flexible Benefit Plan (the "Flexible Benefit Plan") on October 1, 1987;

**WHEREAS**, pursuant to the terms of the Plans, the Board of Trustees of the Board has the power and authority to amend and restate the plans at any time;

**WHEREAS**, the Board of Trustees of the Board now wishes to amend and restate the Plans in their entirety, and adopt the Health and Welfare Plan Document and Flexible Benefit Plan Document;

**WHEREAS**, other employers wish to confirm participation in both the Health and Welfare Plan and the Flexible Benefit Plan;

**WHEREAS**, the Health and Welfare Plan and the Flexible Benefit Plan both provide that any other Participating Employer may, with the consent of the Board, adopt the Plan and participate therein upon written approval by the Board; and

**WHEREAS**, the Board desires that the following employers will be Participating Employers who will adopt both the Health and Welfare Plan and the Flexible Benefit Plan: Chadron State College, Peru State College, Wayne State College, and the Nebraska State College System Office.

**NOW THEREFORE, BE IT RESOLVED**, that the amended and restated Health and Welfare Plan effective September 1, 2019, attached hereto as Exhibit A, is hereby approved and adopted as of the date set forth below;

**RESOLVED FURTHER**, that the amended and restated Flexible Benefit Plan effective September 1, 2019, attached hereto as Exhibit C, is hereby approved and adopted as of the date set forth below;

**RESOLVED FURTHER**, the undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Health and Welfare Plan as amended and restated, and the accompanying Summary Plan Description approved and adopted in the foregoing resolutions effective as of the date set forth below;



**RESOLVED FURTHER**, the undersigned further certifies that attached hereto as Exhibit C is a true copy of the Flexible Benefit Plan as amended and restated, approved and adopted in the foregoing resolutions effective as of the date set forth below;

**RESOLVED FURTHER**, that Chadron State College, Peru State College, Wayne State College, and the Nebraska State College System Office hereby become parties to the Health and Welfare Plan and the Flexible Benefit Plan, and the Board hereby consents to such adoption and participation;

**RESOLVED FURTHER**, that the members of the Board of Trustees and any officer of the Board be, and each of them individually hereby is, authorized in the name and on behalf of the Board to take or to cause to be taken any and all such further actions as in his or her judgment shall be necessary, desirable, advisable or appropriate to effectuate the purpose and intent of the foregoing resolutions, including, without limitation, executing plan amendments and distributing a summary of material modifications; and

**RESOLVED, FURTHER**, that any and all prior actions of any of the Board or the officers and agents of the Board in connection with the matters contemplated by the foregoing resolutions are hereby ratified, approved and adopted in all respects.

**IN WITNESS WHEREOF**, the undersigned members of the Board of Trustees have executed this resolution as of September 12, 2019.

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

Attachment: Board Resolution (2580 : Resolution for Health and Welfare Plan and Flexible Benefit Plan Documents)

# NEBRASKA STATE COLLEGE SYSTEM

## HEALTH AND WELFARE PLAN

PLAN NUMBER 501

PLAN DOCUMENT

Originally Effective September 1, 2001

Restated Effective September 1, 2019

THIS DOCUMENT, TOGETHER WITH THE ATTACHED DOCUMENTS LISTED ON THE FINAL PAGE, CONSTITUTES THE WRITTEN PLAN DOCUMENT.

NEBRASKA STATE COLLEGE SYSTEM HEALTH AND WELFARE PLAN

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- Exhibit A - Component Plans
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- Exhibit C - Certificates of Coverages/Booklets
- Exhibit D - Participating Employers
- Exhibit E -Claims Administration

**NEBRASKA STATE COLLEGE SYSTEM HEALTH AND WELFARE PLAN**  
**PLAN DOCUMENT**

The Employer originally adopted the Nebraska State College System Health and Welfare Plan effective September 1, 2001. The Plan has been amended many times since its inception. This amendment and restatement is effective September 1, 2019.

**ARTICLE I.**  
**INTRODUCTION**

1.1 **Purpose of Plan.** The purpose of this Plan is to provide welfare benefits to Participants and Beneficiaries of the Employer with a variety of welfare benefits pursuant to the Component Plans identified in Exhibit A.

1.2 **Plan Document.** This Plan document, together with all Component Plans, constitutes the written document.

**ARTICLE II.**  
**DEFINITIONS AND CONSTRUCTION**

2.1 **Definitions.** The following definitions shall apply to this document and to the Component Plans. However, in the event of a conflict between a definition below and a definition in a Component Plan, the definition in the Component Plan shall apply to that Component Plan.

- (a) “**AD&D**” means accidental death and dismemberment insurance.
- (b) “**Beneficiary**” means a person designated by a Participant who is or may become entitled to a Benefit under the Plan.
- (c) “**Benefits**” means the services provided or amounts paid to or on behalf of Participants and Beneficiaries under the Plan.
- (d) “**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- (e) “**Code**” means the Internal Revenue Code of 1986, as amended.
- (f) “**Component Plan**” means a component arrangement provided by this Plan, as identified in Section 3.1 and incorporated herein. Component Plans are offered by the Employer and provide an employee benefit. Component Plan also means any plan established pursuant to Section 125 or Section 132(f) of the Code. Each Component Plan under the Plan is identified in Exhibit A. The Employer may add or delete a Component Plan from the Plan by amending Exhibit A, without any need to otherwise amend the Plan.

In the event that the provisions of any Component Plan conflict with or contradict the provisions of this document or any other Component Plan, the Plan Administrator shall use its discretion to interpret the terms and purpose of the Plan so as to resolve any conflict or contradiction. However, the terms of this document may not enlarge the rights of a Participant, Spouse, Dependent or Beneficiary to benefits available under any Component Plan.

- (g) “**Covered Component**” means each Component Plan that, if it were a separate employee benefit plan, would be a “Covered Entity” within the meaning of HIPAA.
- (h) “**Covered Person**” means a Participant or Beneficiary who is enrolled in a Component Plan providing medical, dental, or vision coverage.
- (i) “**Dependent**” means a dependent as defined by Code Section 152. A Component Plan may expand or limit the meaning of Dependent.
- (j) “**Dependent Care FSA**” means the dependent care assistance program established by the Employer under a separate document. The Dependent Care FSA is a Component Plan under the Plan. It allows Eligible Employees to use pre-tax dollars to pay for many child care-related expenses that are not reimbursed under other programs.



- (k) **“Effective Date”** means, for this restatement, September 1, 2019. The original effective date of the Plan was September 1, 2001. The Plan has been amended since then.
- (l) **“Eligible Employee”** means an Employee who satisfies the eligibility provisions of Article III and who is not excluded from participation by the terms of an applicable Component Plan.
- (m) **“Employee”** means an individual who the Employer classifies and treats as an employee (not as an independent contractor) for payroll purposes, regardless of whether the individual is subsequently reclassified as an employee of the Employer in a court order, in a settlement of an administrative or judicial proceeding, or in a determination by the Internal Revenue Service, the Department of the Treasury, or the Department of Labor.
- (n) **“Employer”** means Board of Trustees of the Nebraska State Colleges and any entity which succeeds to the business and assumes the obligations of the Employer hereunder.
- (o) **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.
- (p) **“FMLA”** means the Family and Medical Leave Act.
- (q) **“GINA”** means the Genetic Information Nondiscrimination Act of 2008.
- (r) **“Health FSA Plan”** means the health flexible spending arrangement plan established by the Employer under a separate document. The health FSA plan is a Component Plan under the Plan. It allows employees to use pre-tax dollars to pay for most medical, vision, disability, and dental expenses not reimbursed under other programs.
- (s) **“HIPAA”** means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, including the applicable implementing regulations.
- (t) **“HITECH”** means the Health Information Technology for Economic and Clinical Health Act.
- (u) **“Leave of Absence”** means a personal leave, medical leave or military leave, as approved by the Employer.
- (v) **“MHPA”** means the Mental Health Parity Act.
- (w) **“MHPEA”** means the Mental Health Parity Addiction Equity Act.
- (x) **“Michelle’s Law”** means the law that requires group health plans to allow seriously ill or injured college students who are covered Dependents to continue coverage for up to one year while on medically necessary leaves of absence.

- (y) **“Military Leave”** means the Employee’s absence from employment due to service in the uniformed services as defined by USERRA.
- (z) **“NMHPA”** means the Newborns’ and Mothers’ Health Protection Act of 1996, as amended.
- (aa) **“Notice of Privacy Practices”** means the notice required for entities covered by HIPAA, pursuant to 45 C.F.R. § 164.520.
- (bb) **“Participant”** means an Eligible Employee or the covered eligible Dependent of an Eligible Employee who has chosen to participate in the Plan or a Component Plan and whose participant has not terminated.
- (cc) **“Participating Employer”** means any member of the following group including the Employer, if such member adopts the Plan with the Employer’s authorization as provided in Section 12.6: (i) a controlled group of corporations, within the meaning of Section 414(b) of the Code; (ii) a group of trades or businesses under common control, within the meaning of Section 414(c) of the Code; (iii) an affiliated service group, within the meaning of Section 414(m) of the Code; or (iv) a trade or business required to be aggregated pursuant to Section 414(o) of the Code. Each Participating Employer is identified in Exhibit D. The Employer shall amend Exhibit D as needed, to reflect a Participating Employer’s adoption of the Plan or withdrawal from the Plan, without any need to otherwise amend the Plan. Amendment of Exhibit D may be made by any authorized officer or representative of the Employer and shall not require approval of the Board of Trustees.
- (dd) **“PHI”** means “protected health information,” as that term is defined in HIPAA, but limited to the protected health information created or received by or on behalf of a Covered Component.
- (ee) **“Plan”** means this Nebraska State College System Health and Welfare Plan, including all Component Plans, which are hereby incorporated by reference into this Plan document.
- (ff) **“Plan Administrator”** means the Educators Health Alliance for medical, dental, and wellness program benefits, or the Employer for all other benefits under the Plan, unless the Employer designates another person to hold the position of Plan Administrator pursuant to Section 8.3.
- (gg) **“Plan Sponsor”** means the Educators Health Alliance for medical, dental, and wellness program benefits, or the Employer for all other benefits under the Plan.
- (hh) **“Plan Year”** means the fiscal year of the Plan, a twelve (12) consecutive month period beginning every September 1st and ending every August 31st.
- (ii) **“Recover,” “Recovered,” “Recovery” or “Recoveries”** means all moneys paid to the Covered Person to compensate for all losses due to injury or illness resulting from the actions or omissions of a Third Party, whether or

not said losses reflect expenses covered by the Plan. These terms include all moneys paid by way of judgment, settlement, or otherwise. These terms include but are not limited to, moneys for medical, dental, or vision expenses, attorneys' fees, costs and expenses, pain and suffering, loss of consortium, wrongful death, lost wages and any other form of damages or compensation whatsoever.

- (jj) **"Reimbursement"** means repayment to the Plan for certain benefits that the Plan has paid toward care and treatment of the Covered Person's illness or injury.
- (kk) **"Retired Employee"** means a former full-time Employee of the Employer who was retired while employed by the Employer under the formal written plan of the Employer.
- (ll) **"Spouse"** means a spouse as defined under a Component Plan. Notwithstanding anything to the contrary contained therein, the term "Spouse" shall include a same-sex spouse who is legally married under applicable law.
- (mm) **"Subrogation"** means the Plan's right to pursue and place a lien upon the Covered Person's claims for certain expenses against a Third Party.
- (nn) **"Third Party"** means a person or business entity other than a Covered Person or the Plan, and includes the insurer of such person or business entity.
- (oo) **"USERRA"** means the Uniformed Services Employment and Reemployment Rights Act, as amended.
- (pp) **"WHCRA"** means the Women's Health and Cancer Rights Act of 1998.

2.2 **Construction.** As used in this Plan, the masculine gender includes the feminine, and the singular may include the plural, unless the context clearly indicates to the contrary.

2.3 **Attachments.** Each Component Plan is summarized in an insurance contract, a plan document, or another governing document. When the Plan refers to an insurance contract, it also refers to any attachments to such contract, as well as documents incorporated by reference into such contract (such as the application and the certificate of insurance booklet). A copy of each contract (including the booklet), plan, or other governing document is attached to this document in Attachments listed in Exhibit C.

2.4 **Non-ERISA Plan.** This document and its Attachments constitute the written plan document. This Plan is a governmental plan not intended to be covered by ERISA.

### ARTICLE III. PARTICIPATION

3.1 **Eligibility for Participation.** An Employee will become a Participant in the Plan when the Employee first becomes a Participant in any Component Plan. An Employee's Dependent becomes a Beneficiary under this Plan when the Dependent first becomes a Beneficiary under any Component Plan. An Employee is eligible to become a Participant in a Component Plan under the terms and conditions described in the Component Plan. Newly eligible Employees must enroll in coverage within 30 days of their effective date of eligibility. If such terms and conditions of eligibility do not appear in the applicable Component Plan, then the eligibility provisions set forth on Exhibit B shall apply.

For purposes of group health plan coverage under the Patient Protection and Affordable Care Act, an eligible Employee is a person who is classified by the employer on both payroll and personnel records as an Employee who regularly works full-time 30 or more hours per week, but for purposes of this Plan, it does not include the following classifications of workers except as determined by the employer in its sole discretion:

- Leased Employees.

Whether an Employee regularly works 30 or more hours each week shall be determined in accordance with the administrative procedures established by the Plan Administrator which shall be applied in a uniform, nondiscriminatory manner.

Certain Component Plans require an annual election to enroll for coverage. Information about enrollment procedures, including when coverage begins and ends for the various Component Plans, is found in the Attachments in Exhibit C. The Plan Administrator shall establish procedures for enrollment of Eligible Employees, their Spouses or Dependents, if any, under the Plan. The Plan Administrator shall prescribe enrollment forms that must be completed by a prescribed deadline prior to commencement of coverage under the Plan.

3.2 **Cessation of Participation.** Participation in this Plan ceases when an individual is no longer eligible for participation and enrolled in any Component Plan.

3.3 **Reinstatement of Participation.** If an individual's participation in a Component Plan ceases as set forth in Section 3.2, such participation may be reinstated upon the individual's satisfaction of the requirements contained in Section 3.1. Such participation may be reinstated earlier pursuant to the terms of an applicable Component Plan.

**ARTICLE IV.**  
**BENEFITS**

4.1 **Benefits.** The Benefits under this Plan shall be provided to each Participant and Beneficiary as described in the applicable Component Plan. The Plan also provides employees with the opportunity to participate in a Cafeteria Plan. A summary of each benefit provided under the Plan is set forth in the attached insurance contract (including the certificate of insurance), plan document, or other governing documents and listed in Exhibit C.

4.2 **Termination of Benefits.** Except as otherwise provided in any applicable Component Plan, Benefits under any Component Plan will terminate upon the earliest of the following:

- (a) The Participant elects to drop coverage during an annual enrollment period or during any other period when such a change is permitted under the applicable Component Plan.
- (b) The Participant fails to make the required contribution.
- (c) The Participant or Beneficiary, as applicable, ceases to be eligible for Benefits under the terms of the applicable Component Plan.
- (d) A Component Plan (or an option under a Component Plan) is terminated in accordance with Article X.

4.3 **Right to Recover Benefit Overpayments and Other Erroneous Payments.** If, for any reason, any benefit under the Plan is erroneously paid or exceeds the amount appropriately payable under the Plan to a Participant or a Beneficiary, the Participant or the Beneficiary shall be responsible for refunding the overpayment to the Plan. In addition, if the Plan makes any payment that, according to the terms of the Plan, should not have been made, the insurance companies, the Plan Administrator or the Employer (or designee) may recover that incorrect payment, whether or not it was made due to the insurance companies' or Plan Administrator's (or its designee's) own error, from the person to whom it was made or from any other appropriate party. As may be permitted in the sole discretion of the Plan Administrator, the refund or repayment may be made in one or a combination of the following methods: (a) in the form of a single lump-sum payment; (b) as a reduction of the amount of future benefits otherwise payable under the Plan; (c) as automatic deductions from pay; or (d) any other method as may be required or permitted in the sole discretion of the Plan Administrator or the insurance companies. The Plan may also seek recovery of the erroneous payment or benefit overpayment from any other appropriate party.

With respect to Component Plans provided through insurance, the contract language may contain information regarding the Plan's right to subrogate or seek reimbursement of erroneously paid benefits (including payments in excess of the amount appropriately payable). With respect to self-insured Component Plans, subrogation or reimbursement rights may be set forth in the plan document or other governing documentation.

4.4 **Participant's Responsibilities.** Each Participant shall be responsible for providing the Plan Administrator and the Employer and, if required by an insurance company, with respect to a fully-insured benefit, the insurance company with his or her current address. If required by the insurance company, with respect to a fully-insured benefit, each employee who is a Participant

shall be responsible for providing the insurance company with the address of each of his or her covered eligible Dependents. Any notices required or permitted to be given to a Participant hereunder shall be deemed given if directed to the address most recently provided by the Participant and mailed by first class United States mail. The insurance companies, the Plan Administrator and the Employer shall have no obligation or duty to locate a Participant.

4.5 **Right to Information and Fraudulent Claims.** Any person claiming benefits under the Plan shall furnish the Plan Administrator or, with respect to a fully-insured benefit, the insurance company with such information and documentation as may be necessary to verify eligibility for and/or entitlement to benefits under the Plan.

The Plan Administrator (and, with respect to a fully-insured benefit, the insurance company) shall have the right and opportunity to have a Participant examined when benefits are claimed, and when and so often as it may be required during the pendency of any claim under the Plan. The Plan Administrator and, with respect to a fully-insured benefit, the insurance company also shall have the right and opportunity to have an autopsy done in the case of death, where it is not forbidden by law.

If a person is found to have falsified any document in support of a claim for benefits or coverage under the Plan, or failed to have corrected information which such person knows or should have known to be incorrect, or failed to bring such misinformation to the attention of the Plan Administrator or the insurance company, the Plan Administrator may, without the consent of any person, terminate the person's Plan coverage, including retroactively. In addition, the insurance company may refuse to honor any claim for benefits under the Plan for the Participant related to the person submitting the falsified information. Such person shall be responsible to provide restitution, including monetary repayment to the Plan, with respect to any overpayment or ineligible payment of benefits.

**ARTICLE V.**  
**CONTINUATION COVERAGE**

5.1 **USERRA.** If an Employee is covered under a Component Plan and takes a Military Leave lasting 31 days or less, the Employee will continue to be covered by the applicable Component Plan as a regular, active Employee. If an Employee is covered under a Component Plan and takes a Military Leave of more than 31 days, the Employee will be deemed to be on an approved unpaid leave of absence while on Military Leave, and will be covered by the Component Plan (including with regard to reinstatement) to the same extent as any employee on another approved unpaid leave of absence. Any Component Plan that is a “health plan” within the meaning of USERRA will offer continuation coverage to an Employee (and any eligible Dependents) while the Employee is on Military Leave, to the extent required by USERRA. Any continuation coverage provided pursuant to this paragraph will be concurrent with any COBRA continuation coverage elected by the Employee or Dependent, as applicable.

5.2 **FMLA.** If an Employee takes FMLA leave, coverage under a Component Plan that is a “group health plan” within the meaning of the FMLA will be continued under the same terms and conditions as for active Employees, unless the Employee elects to not continue the coverage during leave. If coverage continues during FMLA leave, the Employee must continue to pay any contributions which the Employee was required to pay on the day immediately prior to the FMLA Leave, except that the Employee’s cost may be increased or decreased in the same manner and to the same extent as for active Employees.

5.3 **COBRA.** A Component Plan that is a “group health plan” within the meaning of COBRA shall offer continuation coverage to the extent required by COBRA.

5.4 **State Continuation Rights.** Each Component Plan shall provide continuation rights to the extent required by applicable state law that is not otherwise preempted.

**ARTICLE VI.**  
**HIPAA PRIVACY AND SECURITY**

6.1 **Applicability.** This Plan is a “hybrid entity” within the meaning of HIPAA. This Plan elects to provide the privacy and security protections required by HIPAA only to the Covered Components.

6.2 **Uses and Disclosures of PHI by Employer.** The Employer may use or disclose PHI pursuant to this Section, which may be further limited by the Employer’s HIPAA policies and procedures.

- (a) **Permitted Uses and Disclosures.** The Employer may use and disclose any PHI obtained pursuant to this Article only for the purposes of administrative functions that the Employer performs for or on behalf of a Covered Component.
- (b) **Required Uses and Disclosures.** The Employer is required to use and/or disclose PHI: (i) to an individual, when requested under and required by 45 C.F.R. § 164.524 in order to provide an individual with access to his or her own PHI; (ii) to an individual, when requested under and required by 45 C.F.R. § 164.528 in order to provide an individual with an accounting of disclosures of that individual’s PHI; and (iii) when required by the Secretary of the Department of Health and Human Services or those acting under the authority or at the direction of the Secretary to investigate or determine the Plan’s compliance with HIPAA.

6.3 **Restrictions on Employer’s Use and Disclosure of PHI.**

- (a) The Employer will not use or disclose Participants’ PHI, except: (i) as required by law; or (ii) as permitted or required by this Plan Document (which may be further limited by the provisions of a Covered Component or by the Employer’s HIPAA policies and procedures).
- (b) The Employer will ensure that any agent, including any subcontractor, to whom it provides Participants’ PHI, agrees to the restrictions and conditions of this Article with respect to Participants’ PHI.
- (c) The Employer will not use or disclose Participants’ PHI: (i) for the purpose of employment related actions or decisions; (ii) in connection with a non-Covered Component; or (iii) in connection with any other employee benefit of the Employer.
- (d) Promptly upon learning of any use or disclosure of Participants’ PHI that is inconsistent with the uses and disclosures allowed under this Article, the Employer will report such inconsistent use or disclosure to the applicable Covered Component.
- (e) The Employer will make PHI available to the Participant who is the subject of the information, in accordance with 45 C.F.R. § 164.524.



- (f) The Employer will make Participants' PHI available for amendment, and will amend Participants' PHI, in accordance with 45 C.F.R. § 164.526.
- (g) The Employer will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528.
- (h) The Employer will make its internal practices, books and records (as they relate to its use and disclosure of Participants' PHI) available to the U.S. Department of Health and Human Services for the purpose of determining compliance with 45 C.F.R. Parts 160 64.
- (i) If feasible, the Employer will return or destroy all Participants' PHI that the Employer maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that if such return or destruction is not feasible, Employer will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

6.4 **Adequate Separation Between Employer and the Plan.** The following members of the Employer's workforce may be given access to Participants' PHI by Employer: General Counsel and Vice Chancellor for Employee Relations; HR Specialist; Human Resources Directors; Payroll Managers; and Human Resources Coordinators. These individuals will have access to Participants' PHI only to perform the administrative functions that the Employer conducts for the Covered Components. These individuals will be subject to disciplinary action and sanctions, including termination of employment, for any use or disclosure of Participants' PHI in violation of the provisions of this Article, of HIPAA, or of the Employer's HIPAA policies and procedures. The Employer will promptly report any such violation to the Covered Component, and will cooperate with the Covered Component in order to correct the violation; impose appropriate disciplinary action or sanctions on each person causing the violation, and mitigate any negative effect of the violation on any Participant, the privacy of whose PHI may have been compromised by the violation.

6.5 **Disclosure to Employer.** Any use or disclosure of PHI to the Employer pursuant to this Section must be in accordance with the policies and procedures of the Covered Component and of the Employer.

- (a) For the purpose of conducting administrative functions on behalf of a Covered Component, which functions must be consistent with HIPAA and the applicable Notice of Privacy Practices, the Employer shall be entitled to receive PHI from: (i) a Covered Component; (ii) any business associate of a Covered Component; (iii) any person or entity that contracts with such business associate; (iv) any person or entity that contracts with the Employer to provide services to or on behalf of the Covered Component; (v) any health insurer or health insurance issuer or HMO that provides health benefits coverage or services to or on behalf of the Covered Component; (vi) any health care clearinghouse that provides services to or on behalf of the Plan or with respect to Participants; and (vii) any other person or entity that maintains, or has the authority to direct the disclosure of, PHI related to any Participant.
- (b) Notwithstanding the foregoing, PHI shall not be disclosed to the Employer:
  - (i) for the purpose of employment related actions or decisions; (ii) in

connection with a non-Covered Component; or (iii) in connection with any other employee benefit of the Employer that is not offered under this Plan.

- (c) A Covered Component may disclose PHI to the Employer if the PHI summarizes the claims history, claims expenses, or types of claims experienced by individuals under the Covered Component, provided that the information described in 45 C.F.R. § 164.514(b)(2)(i) has been deleted (except that geographic information need only be aggregated to the level of a 5-digit zip code).
- (d) A Covered Component may disclose to the Employer information on whether an individual is participating in a Covered Component or is enrolled or has disenrolled from a particular coverage options within a Covered Component.

6.6 **Minimum Necessary.** The Employer will make reasonable efforts to limit its use or disclosure of PHI to the minimum information necessary to accomplish the intended purpose of the use or disclosure. When requesting PHI from another party, the Employer will make reasonable efforts to limit its request to the minimum information necessary to satisfy the purpose of the request.

6.7 **Employer's Certification of Compliance.** Neither a Covered Component nor any health insurance issuer or business associate providing services to a Covered Component will disclose Participants' PHI to the Employer unless the Employer certifies that this Plan includes the terms of this Article and that the Employer agrees to abide by this Article.

6.8 **Security Provisions.** The Employer will:

- (a) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of a Covered Component;
- (b) Ensure that the adequate separation required by 45 C.F.R. § 164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;
- (c) Ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information; and
- (d) Report to the Covered Component any security incident of which it becomes aware.

**ARTICLE VII.**  
**REIMBURSEMENT/SUBROGATION**

7.1 **Applicability.** In the event of a conflict between the provisions of this Article and the provisions of a Component Plan, whichever provisions provide the greatest rights to this Plan and/or the Component Plan shall govern.

7.2 **Obligations of the Covered Person.**

- (a) **No Prejudicial Acts.** A Covered Person shall take no action to prejudice the rights of the Component Plan.
- (b) **Notice.** A Covered Person must notify the Plan Administrator immediately of any potential causes of action or claims for a Recovery that the Covered Person may have against a Third Party. A Covered Person must provide the Plan Administrator with a copy of any summons, complaint, or other process served in any lawsuit in which the Covered Person seeks a Recovery. A Covered Person must notify the Plan Administrator immediately of any settlement offer regarding a potential Recovery.
- (c) **Cooperation.** A Covered Person must cooperate and assist the Component Plan in enforcing its Subrogation and Reimbursement rights. Upon request, the Covered Person must: (i) provide details of the illness or injury; (ii) authorize the release of information, including the names of all providers from whom the Covered Person received service or treatment; (iii) provide information about other insurance coverage and benefits; (iv) provide such other information as may be requested by the Component Plan; (v) assist the Component Plan in any action against the Third Party; and (vi) execute a Subrogation Agreement, Assignment of Recoveries, and Reimbursement Agreement in favor of the Component Plan.
- (d) **Reimbursement.** In the event that a Recovery is paid from a Third Party directly to the Covered Person, the Covered Person must reimburse the Component Plan the amount of any payments previously made to the Covered Person by the Component Plan (or for which the Component Plan may have future responsibility) with respect to that illness or injury.
- (e) **Trust.** The Covered Person must hold any Recovery (including amounts paid for future medical expenses) and any right of Recovery against the Third Party in trust for the Component Plan.
- (f) **Settlement.** The Covered Person must obtain written consent from the Plan Administrator before entering into any settlement agreement with a Third Party.

7.3 **Rights of the Component Plan.**

- (a) **Subrogation.** The Component Plan may take action against any party (including, but not limited to, an attorney or trust) in possession of property or funds awarded or paid as a result of the Covered Person's illness or injury, if such property or funds should be or should have been paid to the

Component Plan under this Article. The Component Plan has the right to seek a temporary restraining order against such party to prevent disbursement of such property or funds. In addition, the Component Plan may seek restitution in equity (through the imposition of a constructive trust for the Plan's benefit) from such party for the full amount of benefits paid by the Component Plan or for which it may have future responsibility.

- (b) **Reimbursement.** The Component Plan shall legally succeed the Covered Person's right of Recovery against a Third Party, up to the amount of benefits it has paid (or for which the Component Plan may have future responsibility) with respect to that illness or injury. The Component Plan shall have first priority on any money Recovered from the Third Party, including any amounts paid for medical costs over the uninsured or underinsured motorist's coverage, homeowner's or renter's coverage, medical malpractice or any liability plan. The Component Plan's contractual right to Reimbursement is in addition to and separate from equitable Subrogation, and may be enforced under the same terms as discussed in this Section.
- (c) **Fees and Costs.** If the Component Plan files suit in order to enforce its right to Recover from the Covered Person, the Component Plan reserves the right to be reimbursed for its court costs and attorneys' fees in relation to such suit.

7.4 **Settlement Agreements/Judgment Awards.** The Covered Person must obtain written consent from the Plan Administrator before entering into any settlement agreement with a Third Party. If a settlement agreement or a judgment award includes payment for future medical expenses, a trust account may be established by the Plan Administrator or the Component Plan. In the absence of such a trust, the Component Plan has the right to exclude coverage for the Covered Person's future medical expenses, related to the illness or injury, up to the full amount of the settlement or award.

7.5 **Priority; Other Legal Doctrines.** If the Third Party makes any payment to the Covered Person, his or her attorney, or an trust for his or her benefit, such payment must first be used to provide equitable restitution to the Component Plan, to the full extent of benefits paid by or payable under the Plan. This priority of the Component Plan applies despite other legal doctrines or theories. The Component Plan's rights of Subrogation and Reimbursement under this Article shall not be affected, reduced, or eliminated by the make-whole doctrine, the common fund doctrine, the doctrine of comparative fault theory, or any other legal doctrine or theory. Each Component Plan expressly rejects the common fund doctrine with regard to attorneys' fees. The rights of the Component Plan shall not be affected, reduced, or eliminated by any allocation which purports to allocation Recovery amounts in whole or in part to nonmedical damages.

7.6 **Conditions Precedent.**

- (a) **Cooperation.** If a Covered Person refuses to comply with its obligations under this Article, fails to cooperate with the Component Plan in regard to Subrogation and Reimbursement rights, or refuses to execute and deliver such papers as the Component Plan may require in furtherance of its Subrogation and Reimbursement rights, then the Component Plan shall have no obligation to pay benefits to the Covered Person.

- (b) **Minors.** If the Covered Person is a minor, the Component Plan shall have no obligation to pay benefits related to the illness or injury caused by a Third Party until after the Covered Person's legal representative obtains valid court recognition and approval of the Component Plan's 100%, first-dollar Subrogation and Reimbursement rights on all Recoveries, as well as approval for the execution of any papers necessary for the enforcement of such rights.

7.7 **Right to Offset Benefits.** If a Covered Person fails to reimburse the Component Plan as provided in this Article, the Component Plan may offset any future benefits otherwise payable to the Covered Person or any member of the Covered Person's family unit, until the amount required to be reimbursed under this Article is fully offset.

7.8 **Termination of Coverage.** If a Covered Person fails or refuses to comply with this Article, the Component Plan may terminate the Covered Person's coverage.

7.9 **Rights of Plan Administrator.** The Plan Administrator has a right to request reports on all settlements. The Plan Administrator has full discretionary authority to approve all settlements.

**ARTICLE VIII.**  
**ADMINISTRATION OF PLAN**

8.1 **Funding.** The Benefits under a Component Plan may be funded by an insurance policy, by the Employer's general assets, by Employee contributions, or by some combination of these. Contributions are established by the Employer. The Employer reserves the right to modify the cost sharing of contributions between the Employer and Participants, in such amounts as the Employer in its absolute discretion shall determine from time-to-time.

8.2 **Limitation of Rights.** Nothing in this document requires the Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant. No Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made. Nothing in this Plan shall give any Employee any right to continued employment.

8.3 **Power of Appointment.** The Employer has the power to appoint the Named Fiduciary and the Plan Administrator.

8.4 **Plan Administrator.** The Plan Administrator is the Named Fiduciary of the Plan. The Employer may appoint either an individual or a committee to serve as the Plan Administrator on its behalf. An individual appointed by the Employer may resign by providing written notice to the Employer. A committee appointed by the Employer may act by a majority of its members at the time in office, either by vote at a meeting or in writing without a meeting. Such a committee may authorize any one or more of its members to execute any document or documents on behalf of the Plan Administrator.

8.5 **Powers and Duties of the Plan Administrator.** Except as otherwise provided in or delegated by any applicable Component Plan, the Plan Administrator shall have full power to administer the Plan, in accordance with its terms, for the exclusive benefit of Participants and Beneficiaries. For this purpose, the Plan Administrator's full and discretionary powers include, but are not limited to, the following:

- (a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable law;
- (b) To consider and decide claims and appeals filed under the Plan and any Component Plan;
- (c) To determine the eligibility, participation, status, and rights of all individuals under the Plan and any Component Plan;
- (d) To construe or interpret any and all terms of the Plan and any Component Plan;
- (e) To appoint such agents, counsel, accountants, consultants and actuaries as may be required to assist in administering the Plan; and

- (f) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan. Any such allocation, delegation or designation shall be in writing.

All decisions by the Plan Administrator will be afforded the maximum deference permitted by law.

8.6 **Governing Law.** This Plan is established in the State of Nebraska. To the extent federal law does not apply, this Plan shall be construed in accordance with and governed by the laws of the State of Nebraska.

8.7 **Alienation.** No Benefits under this Plan may be subject to anticipation, garnishment, attachment, execution or levy of any kind, or be liable for any Participant's or Beneficiary's debts or obligations.

8.8 **Indemnification of Plan Administrator.** The Employer agrees to indemnify and to defend, to the fullest extent permitted by law, any member (or former member) of a committee appointed by the Employer to serve as the Plan Administrator, or any Employee (or former Employee) appointed by the Employer to serve as the Plan Administrator, against all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

8.9 **Power and Authority of Insurance Company.** Certain benefits under the Plan are fully insured. For those benefits that are fully insured, the insurance companies are responsible for: (a) determining eligibility for and the amount of any benefits payable under their respective component benefit plans; and (b) prescribing claims procedures to be followed and the claims forms to be used by employees pursuant to their respective component benefit plans.

The insurance companies, not the Employer, are responsible for paying claims with respect to these programs. The Employer shares responsibility with the insurance companies for administering these program benefits.

Insurance premiums for employees and their eligible family members are paid in part by the Employer out of its general assets and in part by employees' pre-tax payroll deductions through the Cafeteria Plan. The Plan Administrator provides a schedule of the applicable premiums on request for each of the Component Plans, as applicable.

8.10 **Plan Expenses.** The costs and expenses incurred in the administration of the Plan and the Component Plans shall be paid, in the discretion of the Administrator: (i) from assets accumulated under the Plan and the Component Plans, if any; (ii) from Employee contributions; or (iii) by the Employers in such proportion as the Company or the Administrator shall determine.

**ARTICLE IX.**  
**CLAIMS PROCEDURES**

9.1 **Applicability.** In the event that a Component Plan lacks a claims procedure, this Article shall apply to such Component Plan. Exhibit E contains contact information for questions relating to Claims.

9.2 **Definitions.** For purposes of this Article:

- (a) **“Claim”** means a Disability Claim, a Medical Claim, or a Standard Claim.
- (b) **“Claimant”** means any person who submits a Claim, including any authorized representative who submits a Claim on another’s behalf.
- (c) **“Disability Claim”** means a written request for a disability benefit under this Plan or a Component Plan.
- (d) **“Medical Claim”** means a written request for medical, dental, vision, or EAP benefits, or for reimbursement of other health care expenses, under this Plan or a Component Plan. There are three types of Medical Claims:
  - (i) **“Pre-Service Claim”** means a Medical Claim, if receipt of the benefit is conditioned, in whole or in part, on approval of the benefit in advance of obtaining medical care.
  - (ii) **“Post-Service Claim”** means any Medical Claim other than an Urgent Care Claim or a Pre-Service Claim.
  - (iii) **“Urgent Care Claim”** means any Medical Claim with respect to which medical care decisions, if made on a non-urgent time frame: (i) could seriously jeopardize the life or health of the Claimant; (ii) could seriously jeopardize the Claimant’s ability to regain maximum function; or (iii) in the opinion of a physician with knowledge of the Claimant’s medical condition, would subject the Claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the Claim.
- (e) **“Rescission”** means the cancellation or discontinuation of coverage that is applied retroactively to coverage.
- (f) **“Standard Claim”** means a written request for benefits under this Plan or a Component Plan, other than a Disability Claim or a Medical Claim.

9.3 **Initial Claim.**

- (a) **Submitting an Initial Claim.** In order to receive benefits under a Component Plan, a Claimant must submit a Claim to the Plan Administrator.
- (b) **Timing of Initial Claim.** Claims must be filed no later than one year after the date on which the applicable service was rendered or after the applicable event occurred. Any claim filed after the expiration of the one year period



shall be barred and the Claimant shall be ineligible for benefits under the Plan.

(c) **Claimant's Failure to Follow Procedures.**

- (i) **Pre-Service Claims.** If a Claimant fails to follow the procedures for filing a Pre Service Claim (including an Urgent Care Claim), the Plan Administrator will notify the Claimant of the failure and of the proper procedures to be followed. The notice will be given as soon as possible, but not later than five (5) days following receipt of the failed claim (72 hours if the failed claim is an Urgent Care Claim). The notification may be oral, unless the Claimant requests written notification. Such a notification is required only if the failed Claim: (A) is received by a person or organizational unit customarily responsible for handling benefit matters; (B) names a specific Claimant, names a specific medical condition or symptom, and names a specific treatment, service or product for which approval is requested.
- (ii) **Other.** Any other Claimant failure to follow the claims procedures shall be treated as if the Claim had not been filed. The Plan Administrator shall have no obligation to notify the Claimant of such failures.

(d) **Approval of Initial Claim.** If a Claim is approved, the Plan Administrator will provide the Claimant with written or electronic notice of such approval. The notice will include:

- (i) The amount of benefits to which the Claimant is entitled;
- (ii) The duration of such benefit;
- (iii) The time the benefit is to commence; and
- (iv) Other pertinent information concerning the benefit.

(e) **Notice of Denial of Initial Claim or Rescission.** If a Claim is denied (in whole or in part) or in the event of a Rescission of coverage, the Plan Administrator will provide the Claimant with written or electronic notification of such denial. The notice of denial of the Claim will include:

- (i) The specific reason that the Claim was denied;
- (ii) A reference to the specific provisions of the Plan on which the denial was based;
- (iii) A description of any additional material or information necessary to perfect the Claim and an explanation of why this material or information is necessary;

- (iv) A description of the appeal procedures and the time limits that apply to such procedures, including a statement of the Claimant's right to bring a civil action if the Claim is denied on appeal;
  - (v) If an internal rule, guideline, protocol, or other similar criterion was relied upon in deciding a Medical Claim or Disability Claim, either: (A) the specific rule, guideline, protocol, or other similar criterion; or (B) a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request;
  - (vi) If the denial of a Medical Claim or Disability Claim is based on a medical necessity or experimental treatment or similar exclusion or limit, either: (A) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances; or (B) a statement that such explanation will be provided free of charge upon request; and
  - (vii) If the denial is of an Urgent Care Claim, a description of the expedited appeals procedures.
  - (viii) If the denial is of a Disability Claim, a discussion of the decision that includes the basis for disagreeing with or not following: (A) the views, presented by the Claimant to the plan, of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant; (B) the views of medical or vocational experts whose advice was obtained on the plan's behalf in connection with a Claimant's benefit denial, regardless of whether the advice was relied on in making the benefit denial; and (C) a disability determination made by the Social Security Administration regarding the claimant, if presented to the plan; and
  - (ix) If the denial is of a Disability Claim, a statement informing the Claimant of his or her right to receive, upon request and free of charge, reasonable access to and copies of the entire claim file and other relevant documents.
- (f) **Timing of Claims Decision.** The notice required by this Section will be provided within the following time frames, unless special circumstances require an extension of time for processing the Claim.
- (i) For a Standard Claim, no more than 90 days after receipt of the Claim by the Plan Administrator.
  - (ii) For a Disability Claim, no more than 45 days after receipt of the Claim by the Plan Administrator.
  - (iii) For a Post Service Claim, no more than 30 days after receipt of the Claim by the Plan Administrator.

- (iv) For a Pre Service Claim, no more than 15 days after receipt of the Claim by the Plan Administrator.
  - (v) For an Urgent Care Claim, no more than 72 hours after receipt of the Claim by the Plan Administrator. Notice of a decision on an Urgent Care Claim may be provided orally within this time frame, provided that written or electronic notice is provided no less than 3 days after the oral notification. If the Claimant fails to provide sufficient information for the Plan Administrator to decide an Urgent Care Claim, the Plan Administrator will notify the Claimant of the specific information necessary to complete the Claim as soon as possible, but no later than 24 hours after receipt of the Claim. The Plan Administrator will allow additional time for the Claimant to provide the specified information. The additional time will be a reasonable amount of time, taking into account the circumstances, but not less than 48 hours. In such cases, the Plan Administrator will notify the Claimant of its benefit determination as soon as possible, but in no case later than 48 hours after the earlier of: (1) the receipt of the specified additional information; or (2) the expiration of the period afforded the Claimant to provide the specified additional information.
- (g) **Concurrent Care Decisions.** If the Plan Administrator has previously approved a Medical Claim for an ongoing course of treatment to be provided over a period of time or numbers of treatments:
- (i) Any decision reducing or terminating the course of treatment (other than by amendment or termination of this Plan or the applicable Component Plan) before the end of an approved period of time or number of treatments shall constitute a Claim denial. The Plan Administrator shall provide the Claimant with a notice denying the Claim sufficiently in advance of the reduction or termination to allow the Claimant to appeal and obtain an appeal decision before the benefit is reduced or terminated.
  - (ii) If an Urgent Care Claim seeks to extend the course of treatment beyond the period of time or number of treatments previously approved, the Plan Administrator will decide the Claim as soon as possible, taking into account the medical exigencies. If such a Claim is made at least 24 hours prior to the expiration of the approved period of time or number of treatments, the Plan Administrator will decide the Claim and notify the Claimant of the decision (no matter whether the Claim is granted or denied) within 24 hours after receipt of the Claim.
  - (iii) The Plan will continue to provide coverage pending the outcome of an Appeal.

#### 9.4 **Appeals.**

- (a) **Filing an Appeal.** In the event that a Claim is denied (in whole or in part), the Claimant may appeal the denial by providing a written notice of appeal

to the Plan Administrator within 180 days after the Claimant receives the notice of denial of the Claim. At the same time the Claimant submits a notice of appeal, the Claimant may also submit written comments, documents, records, and other information relating to the Claim. The Claimant is entitled to review and receive, free of charge, copies of all documents, records, and other information relevant to the initial Claim.

- (b) **General Appeal Procedure.** The Plan Administrator may hold a hearing or otherwise ascertain such facts as it deems necessary and will render a decision which shall be binding upon both parties. In deciding the appeal:
- (i) No deference will be given to the decision denying the initial Claim.
  - (ii) The appeal will be decided by an individual who did not decide the initial Claim and who is not a subordinate of anyone who decided the initial Claim.
  - (iii) The individual deciding the appeal will review and consider all information submitted by the Claimant, without regard to whether the information was submitted or considered in conjunction with the initial Claim.
  - (iv) If the appeal is based, in whole or in part, on a medical judgment, the individual deciding the appeal will consult with a health care professional who has appropriate training and experience in the relevant field; the health care professional will not be an individual who participated in the denial of the initial Claim and will not be the subordinate of any such individual.
  - (v) If the Plan Administrator obtained advice from any medical or vocational experts in conjunction with the initial Claim, such experts will be identified to the Claimant (this identification must occur even if the Plan Administrator did not rely on the advice obtained).
  - (vi) If the Plan obtains new or additional evidence that it intends to consider or rely upon in making its determination, the Plan will provide the new information or evidence to the Claimant as soon as possible and will give the Claimant a reasonable opportunity to respond.
- (c) **Special Appeal Procedure for Urgent Care Claims.** In addition to the procedures set forth in the preceding section, the following will apply to the appeal of an Urgent Care Claim:
- (i) A request for expedited review must be made to the Plan Administrator, but may be made either orally or in writing.
  - (ii) All necessary information will be transmitted from the Plan Administrator to the Claimant by telephone, facsimile, or similarly expeditious means.

- (iii) The Claimant may also consider a request for an expedited External Review as discussed below.
- (d) **Special Appeal Procedure for Disability Claims.** In order to ensure full and fair review, the following procedures must be followed for Disability Claims:
  - (i) Before the plan can issue an appeal decision on a Disability Claim, the Plan Administrator must provide the Claimant, free of charge, with any new or additional evidence considered, relied on, or generated by the plan, insurer, or other person making the benefit determination regarding the claim. This evidence must be provided as soon as possible and sufficiently in advance of the date on which the appeal decision must be furnished so that the Claimant has a reasonable opportunity to respond before that date.
  - (ii) Before the plan can issue an appeal decision on a Disability Claim based on a new or additional rationale, the Plan Administrator must provide the claimant, free of charge, with the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which appeal decision must be furnished so that the Claimant has a reasonable opportunity to respond before that date.
- (e) **Notice of Decision on Appeal.** The appeal decision will be provided in written or electronic form to the Claimant. If the appeal decision is adverse to the Claimant, the written decision will include the following:
  - (i) The specific reason or reasons for the appeal decision;
  - (ii) Reference to the specific provisions of the Plan on which the appeal decision is based;
  - (iii) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.
  - (iv) A statement describing any voluntary appeal procedures and the Claimant's right to obtain the information about such procedures;
  - (v) A statement of the Claimant's right to bring an action;
  - (vi) If an internal rule, guideline, protocol, or other similar criterion was relied upon in deciding a Medical Claim or Disability Claim, either: (A) the specific rule, guideline, protocol, or other similar criterion; or (B) a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request;
  - (vii) If the denial of a Medical Claim or Disability Claim is based on a medical necessity or experimental treatment or similar exclusion or limit, either: (A) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the

Claimant's medical circumstances; or (B) a statement that such explanation will be provided free of charge upon request; and

- (viii) The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."
  - (ix) If the claim is a Disability Claim, a statement of the Claimant's right to sue, including a description of any applicable contractual limitations period applicable to the Claimant's right to bring the action, including the calendar date on which the contractual limitations period expires for the Disability Claim.
  - (x) If the denial is of a Disability Claim, a discussion of the decision that includes the basis for disagreeing with or not following: (A) the views, presented by the Claimant to the plan, of health care professionals treating the Claimant and vocational professionals who evaluated the claimant; (B) the views of medical or vocational experts whose advice was obtained on the plan's behalf in connection with a Claimant's benefit denial, regardless of whether the advice was relied on in making the benefit denial; and (C) a disability determination made by the Social Security Administration regarding the claimant, if presented to the plan.
- (f) **Timing of Notice of Decision on Appeal.** The Plan Administrator will render a decision on appeal within the following time frames, unless special circumstances require an extension of time.
- (i) For a Standard Claim, no more than 60 days after receipt of the appeal by the Plan Administrator.
  - (ii) For a Disability Claim, no more than 45 days after receipt of the appeal by the Plan Administrator.
  - (iii) For a Post Service Claim, no more than 60 days after receipt of the appeal by the Plan Administrator.
  - (iv) For a Pre Service Claim, no more than 30 days after receipt of the appeal by the Plan Administrator.
  - (v) For an Urgent Care Claim, no more than 72 hours after receipt of the appeal by the Plan Administrator.

#### 9.5 **Extensions of Time.**

- (a) **Notice of Extension.** If the Plan Administrator requires an extension of time to review a Claim or an appeal, the Plan Administrator will provide the

Claimant with written or electronic notice of the extension before the first day of the extension. The notice of the extension will include:

- (i) An explanation of the circumstances requiring the extension, which circumstances must be matters beyond the control of the Plan Administrator;
- (ii) The date by which the Plan Administrator expects to render a decision;
- (iii) The standard on which the Claimant's entitlement to a benefit is based; and
- (iv) The unresolved issues, if any, that prevent a decision on the Claim or on appeal and the information, needed to resolve those issues. In the event such information is needed, the Claimant will have at least 45 days in which to provide the specified information. In addition, the time for determining an initial Claim will be tolled from the date on which the notice of extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

(b) **Extensions for Initial Claims.** The Plan Administrator's ability to extend the time for deciding an initial Claim is subject to the following limitations:

- (i) For a Standard Claim, no more than one extension of 90 days.
- (ii) For a Disability Claim, no more than two extensions of 30 days.
- (iii) For a Post Service Claim, no more than one extension of 15 days.
- (iv) For a Pre Service Claim, no more than one extension of 15 days.
- (v) For an Urgent Care Claim, no extensions allowed.

(c) **Extension for Appeals.** The Plan Administrator's ability to extend the time for deciding an appeal is subject to the following limitations:

- (i) For an appeal of a Standard Claim, no more than one extension of 60 days.
- (ii) For an appeal of a Disability Claim, no more than one extension of 45 days.
- (iii) For an appeal of a Medical Claim, no extensions allowed.

## 9.6 **External Review.**

(a) **Requesting and External Review.** In the event that an Internal Appeal results in a denial based upon medical judgment or a Rescission (in whole or in part), the Claimant may request an External Review by giving written

notice of the appeal to the Plan Administrator within 120 days after the Claimant receives the notice of decision on the Internal Appeal.

- (b) **Eligibility for External Review.** Within 5 business days following the date of receipt of the External Review request, the Plan Administrator will complete a preliminary review of the request to determine whether the matter is eligible for External Review. A matter is eligible for External Review only if it meets all of the following requirements:
- (i) The Claimant is or was covered under the Plan at the time the health care item or service was requested;
  - (ii) The denial does not relate to the Claimant's failure to meet the eligibility requirements under the terms of the Plan (in other words, the External Review process does not apply to eligibility determinations);
  - (iii) The Claimant has exhausted the Plan's internal appeal process; and
  - (iv) The Claimant has provided all the information required to process an External Review.
- (c) **Notice of External Review Eligibility.** Within 1 business day after completion of the preliminary review, the Plan will issue a notification in writing to the Claimant. The notification will advise Claimant that:
- (i) The claim is not eligible for External Review;
  - (ii) The claim is eligible and ready for External Review; or
  - (iii) It is unclear whether the claim is eligible for External Review because Claimant has not provided all the information required.
- (d) **External Review Process.** If the claim is eligible and ready for External Review, the Plan Administrator will assign an Independent Review Organization ("IRO") that is accredited by URAC (a nonprofit organization promoting healthcare quality by accrediting healthcare organizations) or by a similar nationally recognized accrediting organization to conduct the external review.
- (i) The IRO will timely notify the Claimant in writing of the request's eligibility and acceptance for External Review, including a statement that the Claimant may submit in writing, within 10 business days, additional information which the IRO must then consider when conducting the External Review; and
  - (ii) Within 5 business days after the date of assignment to the IRO, the Plan Administrator will provide the IRO the documents and any information considered in deciding the Initial Claim and the Internal Appeal.



- (iii) Within 45 days after it receives the request for External Review, the IRO will deliver a notice of decision to Claimant.
- (iv) The IRO's decision shall be binding on all parties unless and until there is a judicial decision otherwise.
- (e) **Eligibility for Expedited External Review.** Claimant may request an "expedited" External Review in the following circumstances:
  - (i) Claimant: (a) has received a decision on an initial claim involving either urgent care or concurrent care; (b) has filed a request for an Appeal; and (c) has a medical condition for which the timeframe for completion of an Appeal would seriously jeopardize Claimant's life or health or would jeopardize Claimant's ability to regain maximum function.
  - (ii) Claimant: (a) has completed an Internal Appeal; and (b) has a medical condition for which the timeframe a standard External Review would seriously jeopardize Claimant's life or health, would jeopardize Claimant's ability to regain maximum function.
  - (iii) (a) Claimant has completed an Internal Appeal; (b) the Appeal concerns an admission, availability of care, continued stay, or health care item or service for which Claimant received emergency services; and (c) Claimant has not been discharged from the facility.
- (f) **Expedited External Review Process.**
  - (i) A request for an expedited External Review must be accompanied by a written statement from Claimant's physician that Claimant's medical condition meets the criteria above.
  - (ii) The IRO will provide notice of its decision on an expedited External Review as expeditiously as Claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO's receipt of Claimant's request. If the notice is not in writing, the IRO will provide written notice to Claimant within 48 hours after its decision.

9.7 **Legal Action.** A Claimant must exhaust his or her administrative remedies under these procedures prior to bringing any legal action with respect to a Claim. Further, any legal action with respect to a denial of benefits must be filed within three years of the date of the final denial of a Claim.

**ARTICLE X.**  
**AMENDMENT AND TERMINATION**

10.1 **Amendment.** This Plan may be amended at any time and from time-to-time by a written instrument approved by the Employer and executed by a duly authorized officer of the Employer. For this purpose, amending the Plan includes making changes to a Component Plan. Terminating a Component Plan (including terminating an insurance contract through which such benefits are provided) is not termination of the Plan. Rather, it is an amendment to the Plan.

Notwithstanding the foregoing, Exhibit A describing Component Plans and Exhibit C describing Certificates of Coverage/Booklets may be updated periodically to reflect the current Component Plans and Certificates of Coverage/Booklets without the need for a formal Plan amendment to the extent the updated Exhibits do not alter the existing terms of the Plan.

The Vice Chancellor for Employee Relations of the Employer may sign insurance contracts for this Plan on behalf of the Employer, including amendments to those contracts, and may adopt (by written instrument) amendments to the Plan that he or she considers to be administrative in nature or advisable to comply with applicable law.

10.2 **Termination.** This Plan is established with the intention of being maintained for an indefinite period of time. Nevertheless, the Employer expressly reserves the right to discontinue or terminate this Plan or any Component Plan. After the Employer has discontinued or terminated the Plan, no Employee, Dependent or Beneficiary shall have or attain any vested right, contractual or otherwise, to any further contributions to or benefits from the Plan.

**ARTICLE XI.**  
**MISCELLANEOUS**

11.1 **Employment Not Guaranteed.** The Employer may terminate the employment of any Employee as freely and with the same effect as if this Plan and any Component Plans were not in existence. Participation in this Plan or any Component Plans by an Employee shall not constitute an express or implied contract of employment between the Employer and the Employee.

11.2 **No Guarantee of Tax Consequences.** Neither the Employer nor the Plan Administrator makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or Beneficiary will be excludable from the gross income of such person for federal or state income tax purposes or that any other federal or state tax treatment will apply to or be available to any Participant or Beneficiary. It shall be the obligation of each Participant and Beneficiary to determine whether any payment under this Plan or any Component Plan is excludable from gross income for federal and state income tax purposes and to take appropriate action if there is reason to believe that any payment or amount withheld is not excludable. Neither the Employer nor the Plan Administrator is liable for any taxes or penalties owed by any Participant or Beneficiary with respect to such amounts.

11.3 **Additional Taxes or Penalties.** If there are any taxes or penalties payable by the Employer on behalf of any Employee, such taxes or penalties shall be payable by the Employee to the Employer to the extent such taxes would have been originally payable by the Employee had this Plan not been in existence.

11.4 **Compliance with State and Federal Mandates.** With respect to component benefit plans, the Plan will comply, to the extent applicable, with the requirements of all applicable laws, such as GINA, USERRA, FMLA, COBRA, HIPAA, NMHPA, WHCRA, MHPA, MHPAEA, HITECH, and Michelle's Law. Additional information regarding your rights under these and other applicable laws are set forth in the Plan's SPD.

11.5 **No Rights Against Employer.** Neither the establishment of the Plan or a Component Plan, any modification of the Plan or a Component Plan, nor any distributions from the Plan or a Component Plan shall be construed as giving to any current or former Employee, Participant or Beneficiary under the Plan or a Component Plan any legal or equitable rights against the Employer, its shareholders, directors or officers, as such, or as giving any person the right to be retained in the employ of the Employer.

11.6 **Payments Due Minors or Incapacitated Persons.** If any person entitled to a payment under this Plan or a Component Plan is a minor, or if the Plan Administrator determines that any such person is incapacitated by reason of physical or mental disability, whether or not legally adjudicated as incompetent, the Plan Administrator shall have the power to cause the payment to be made to another for his benefit, without responsibility of the Plan Administrator, the Employer, or any other person or entity to see to the application of such payment. Payments made pursuant to this power shall operate as a complete discharge of the Plan Administrator, the Employer, and the Plan.

**ARTICLE XII.**  
**ADMINISTRATIVE INFORMATION**

12.1 **Exclusive Benefit and Legal Enforceability.** This Plan is maintained for the exclusive benefit of Participants and Beneficiaries. The Employer intends that the terms of this Plan, including those relating to coverage and benefits, are legally enforceable.

12.2 **Plan Identification Number.** The Identification Number for this Plan is 501.

12.3 **Plan Sponsor and Employer Identification Number.** The plan sponsor for the medical, dental, and wellness program benefits is Educators Health Alliance. The Educators Health Alliance Employer Identification Number is 47-0839540. The plan sponsor for the all other benefits under this Plan is Board of Trustees of the Nebraska State Colleges. The Board of Trustees of the Nebraska State Colleges Employer Identification Number is 61-1573095.

12.4 **Administration.** The Employer is the Plan Administrator, unless the Employer designates another party as the Plan Administrator, and provided that the Educators Health Alliance is the Plan Administrator for medical, dental, and wellness program benefits. The Employer's name and address are as follows:

Board of Trustees of the Nebraska State Colleges  
c/o Vice Chancellor for Employee Relations  
1327 H. St., Suite 200  
Lincoln, NE 68508  
402-471-2505

The Educators Health Alliance name and address are as follows:

Educators Health Alliance  
P.O. Box 82003  
Lincoln, NE 68501  
1-866-465-1342

Each Component Plan is administered pursuant to an insurance contract, pursuant to a service agreement, by the Educators Health Alliance, or by the Employer, as specified in the Component Plan itself.

12.5 **Agent for Service of Legal Process.** The name and address of the Plan's agent for service of legal process is the Plan Administrator.

12.6 **Participating Employers.** This Plan may be adopted by a Participating Employer, provided that such adoption is with the approval of the Employer. As a condition to adopting the Plan, and except as otherwise provided herein, each Participating Employer shall be deemed to have authorized the Plan Administrator to act for it in all matters arising under or with respect to the Plan and shall comply with such other terms and conditions as may be imposed by the Plan Administrator. Each Participating Employer may cease to participate in the Plan or in any Component Plan with respect to its Employees or former Employees by resolution of its governing body. Participating Employers are listed in Exhibit D.

12.7 **National Medical Support Notices.** To the extent required by law, if an Employee's Dependent is an "alternate recipient" described in a National Medical Support Notice ("NMSN"),

and if the Plan Administrator determines the order to be an appropriately completed NMSN, this Plan and the applicable Component Plan will provide Benefits to such Dependent.

IN WITNESS WHEREOF, this Plan has been duly executed as of the day and year written below.

**BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGE SYSTEM**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Date)

EXHIBIT A  
COMPONENT PLANS

COMPONENT PLANS
Medical
Dental
Vision
Life Insurance
Dependent Life Insurance
Supplemental Life Insurance
Accidental Death and Dismemberment
Long-Term Disability Insurance
Health FSA
Dependent Care FSA
HRA
Retired Employee HRA
Wellness Program
Employee Assistance Plan
Pre-Tax Premiums (Cafeteria Plan)

**EXHIBIT B**  
**ELIGIBILITY**

<b>COMPONENT BENEFIT</b>	<b>ELIGIBLE EMPLOYEE</b>	<b>WAITING PERIOD</b>	<b>EFFECTIVE DATE OF COVERAGE</b>
Medical	Active, full-time Employees working an average of 30 hours per week	None	First of the month following date of hire, unless the date of hire is the first day of the month then coverage is immediately available on the date of hire
Dental	Active, full-time Employees working an average of 30 hours per week	None	First of the month following date of hire, unless the date of hire is the first day of the month then coverage is immediately available on the date of hire
Vision	Active, full-time Employees working an average of 30 hours per week	None	First of the month following date of hire, unless the date of hire is the first day of the month then coverage is immediately available on the date of hire
Life Insurance	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Dependent Life Insurance	Active, full-time Employees working an average of 30 hours per week	None	Date of hire

COMPONENT BENEFIT	ELIGIBLE EMPLOYEE	WAITING PERIOD	EFFECTIVE DATE OF COVERAGE
Supplemental Life Insurance	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Accidental Death & Dismemberment	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Long-Term Disability Insurance	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Health FSA	Active, full-time Employees working an average of 30 hours per week	None	Date of hire, or first of the month following date of hire if payroll has already finalized
Dependent Care FSA	Active, full-time Employees working an average of 30 hours per week	None	Date of hire, or first of the month following date of hire if payroll has already finalized
HRA	Active, full-time Employees working an average of 30 hours per week who are enrolled in the High Deductible Health Plan	None	First of the month following date of hire, unless the date of hire is the first day of the month then coverage is immediately available on the date of hire
Retired Employee HRA	Retired Employees approved to retire under the Voluntary Retirement Settlement Program or the Early Retirement Settlement Program, and enrolled in the High Deductible Health Plan prior to retirement.	None	Date of retirement



<b>COMPONENT BENEFIT</b>	<b>ELIGIBLE EMPLOYEE</b>	<b>WAITING PERIOD</b>	<b>EFFECTIVE DATE OF COVERAGE</b>
Wellness Program	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Employee Assistance Plan	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Pre-Tax Premiums (Cafeteria Plan)	Active, full-time Employees working an average of 30 hours per week	None	First of the month following date of hire, unless the date of hire is the first day of the month then coverage is immediately available on the date of hire

**EXHIBIT C**  
**CERTIFICATES OF COVERAGE/BOOKLETS**

ATTACHMENT #	COMPONENT PLANS	CERTIFICATE OF COVERAGE/BOOKLETS
1	Medical	Summary of Benefits and Coverage
2	Dental	Overview of Benefits
3	Vision	Insurance Policy and Certificate
4	Life Insurance	Insurance Policy and Certificate
5	Dependent Life Insurance	Insurance Policy and Certificate
6	Supplemental Life Insurance	Insurance Policy and Certificate
7	Accidental Death & Dismemberment	Insurance Policy and Certificate
8	Long-Term Disability Insurance	Insurance Policy and Certificate
9	Health FSA	Health FSA Policy
10	Dependent Care FSA	Dependent Care FSA Policy
11	HRA	HRA Plan Document and HRA Summary of Benefits and Coverage
12	Retired Employee HRA	Retired Employee HRA Plan Document
13	Wellness Program	EHA Wellness Program Policy
14	Employee Assistance Plan	Employee Assistance Plan Policy
15	Pre-Tax Premiums (Cafeteria Plan)	Cafeteria Plan Document

EXHIBIT D  
PARTICIPATING EMPLOYERS

Chadron State College

Peru State College

Wayne State College

System Office

**EXHIBIT E**  
**CLAIMS ADMINISTRATION**

For Claims On	Contact
Medical	Blue Cross Blue Shield of Nebraska PO Box 3248 Omaha, NE 68180-0001 877-721-2583
Dental	
Wellness Program	
Vision	Eyemed Attn: OON Claims PO Box 8504 Mason, OH 45040-7111 866-939-3633
Life Insurance	Madison National Life Insurance PO Box 2865 Clinton, IA 52733-2865 800-356-9601
Dependent Life Insurance	
Supplemental Life Insurance	
Accidental Death and Dismemberment	
Long-Term Disability Insurance	
Health FSA	ASI PO Box 6044 Columbia, MO 65205-6044 888-659-3035
Dependent Care FSA	
HRA	MidAmerica 402 South Kentucky Ave., Suite 500 Lakeland, FL 33801 800-430-7999
Retired Employee HRA	
Employee Assistance Plan	Continuum 1135 M Street, #400 Lincoln, NE 68508 800-755-7636
Pre-Tax Premiums (Cafeteria Plan)	Board of Trustees of the Nebraska State Colleges c/o Vice Chancellor for Employee Relations 1327 H. St., Suite 200 Lincoln, NE 68508 402-471-2505

**NEBRASKA STATE COLLEGE SYSTEM**  
**HEALTH AND WELFARE PLAN**  
**PLAN NUMBER 501**  
**SUMMARY PLAN DESCRIPTION**

Effective September 1, 2019

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## 1. General Plan Information

This document, along with the benefits booklets and certificates, and provider contracts, policies and descriptions, is the summary plan description (“SPD”) for the Nebraska State College System Health and Welfare Plan (the “Plan”). These documents describe the Plan as in effect on September 1, 2019. The Plan may be changed from time-to-time.

For additional information regarding the Plan, you should contact the Vice Chancellor of Employee Relations at 402-471-2505 or refer to the official Plan documents and the full insurance contracts. Copies of the documents are available from the Employer on request. If the terms of this SPD conflict with the Plan documents, the Plan documents shall govern.

<b>GENERAL PLAN INFORMATION</b>	
Type of Plan and component benefit programs	The Plan is an umbrella plan known as a wraparound plan that provides the following welfare benefits:  Cafeteria Plan; Health FSA Plan; Dependent Care FSA; HRA; Retired Employee HRA; Medical Benefits; Dental Benefits; Vision Benefits; LTD Insurance; Life, Dependent Life, Supplemental Life and AD&D Insurance; Wellness Program Benefits; and Employee Assistance Plan Benefits  This is a governmental plan not subject to ERISA.
Plan Name	NEBRASKA STATE COLLEGE SYSTEM HEALTH AND WELFARE PLAN
Plan Number	501
Plan Year	SEPTEMBER TO AUGUST
Effective Date	The effective date of the most recent Plan amendment/ restatement is September 1, 2019. The Plan has been amended several times since its original effective date of September 1, 2001.
Plan Sponsor	<b>For medical, dental, and wellness program benefits:</b> Educators Health Alliance P.O. Box 82003 Lincoln, NE 68501 1-866-465-1342  <b>For all other benefits under the Plan:</b> Board of Trustees of the Nebraska State Colleges c/o Vice Chancellor for Employee Relations 1327 H. St., Suite 200 Lincoln, NE 68508 402-471-2505
Plan Sponsor's Employer Identification Number	<b>For medical, dental, and wellness program benefits:</b> EIN: 47-0839540 <b>For all other benefits under the Plan:</b> EIN: 61-1573095
Plan Administrator	<b>For medical, dental, and wellness program benefits:</b>

<b>GENERAL PLAN INFORMATION</b>	
	Educators Health Alliance P.O. Box 82003 Lincoln, NE 68501 1-866-465-1342  <b>For all other benefits under the Plan:</b> Board of Trustees of the Nebraska State Colleges c/o Vice Chancellor for Employee Relations 1327 H. St., Suite 200 Lincoln, NE 68508 402-471-2505
Agent for Service of Legal Process	Service of legal process may be made upon the Plan Administrator.
Plan Administration	Component Benefits available under the Plan are administered by providers/insurers from which services or benefits are purchased. Unless otherwise indicated, all benefit plans are administered by the respective insurers or providers who provide and guarantee the benefits. Self-insured or unfunded benefits, if any, are paid from the Employer's general assets.
Network	The provider network is described generally in Attachments, attached hereto as <u>Exhibit D</u> , as applicable.
Claims Administration	The claims procedures for each Benefit are set forth in the Certificate of Coverage or Booklet for the applicable Component Plan. In the event that the claims procedures are not set forth, or in the event that the claims procedures do not comply with applicable law, the claims procedures set forth in <u>Exhibit A</u> shall apply.

## 2. Purpose

The purpose of the Plan is to provide a variety of health and welfare benefits for the exclusive benefit of eligible Employees and their spouses and dependents. The Plan is an umbrella plan that provides a variety of benefits through the following component benefit programs list above. Some of these component benefit programs require completion of application forms, annual elections, and/or other administrative forms. The details of these administrative requirements are described in the Attachments.

Each of the component benefit programs is summarized in a certificate of insurance booklet issued by an insurance company, a summary plan description ("SPD") prepared specifically for that component benefit program, or another written governing document prepared by the Company. A copy of each booklet, summary, or other governing document is attached to this document in Exhibit D. Detailed information on the benefits offered under the Plan may be found in the insurance contracts, evidence of coverage, or the official plan documents for each benefit.



Not all of the component benefit programs are subject to the same laws. They are described as part of the Plan for purposes of convenience and because there may be other applicable laws (for example, the Internal Revenue Code) that require a written document.

Certain of the benefits provided by the Plan are “health plans” and thereby subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including regulations effecting the maintenance, creation or use of Protected Health Information. Please refer to the Notice of Privacy Practices issued by your health plan for a description of how medical information about you may be used and disclosed and how you can get access to this information.

### **Purpose of This Wrap SPD Document**

You are being provided this document to give you an overview of the Plan and to address certain information that may not be addressed in the Attachments. This document, together with the Attachments, is the SPD. This document is not intended to give you any substantive rights to benefits that are not already provided by the Attachments. If you have not received a copy of the Attachments, contact the Vice Chancellor for Employee Relations of Board of Trustees of the Nebraska State Colleges. You must read the Attachments and this Wrap SPD to understand your benefits!

### **Alienation**

No Benefits under the Plan may be subject to anticipation, garnishment, attachment, execution or levy of any kind, or be liable for any Participant’s or Beneficiary’s debts or obligations.

### **Important Disclaimer**

Benefits hereunder are provided pursuant to an insurance contract or governing written plan document adopted by the Company. If the terms of this Wrap SPD document conflict with the terms of such insurance contract or governing plan document, then the terms of the insurance contract or governing plan document will control, rather than this Wrap SPD document, unless otherwise required by law or as otherwise determined by the Plan Administrator.

## **3. Eligibility and Participation Requirements**

### **Eligibility and Participation**

An eligible Employee (and his or her Spouse and Dependents, if applicable) is eligible to participate in the Plan only if and to the extent the Participant is eligible with respect to a particular type of coverage under the Plan and the Participant makes the required employee contribution for the coverage selected. The Plan Administrator will inform you of the amount of required employee contributions, if any, for each type of coverage.

For purposes of group health plan coverage under the Patient Protection and Affordable Care Act (“PPACA”), an eligible Employee is a person who is classified by the Employer on both payroll and personnel records as an Employee who regularly works full-time 30 or more hours per week, but for purposes of the Plan, it does not include the following classifications of workers except as determined by the employer in its sole discretion:

- Leased Employees.

For purposes of the Plan, eligibility requirements are used only to determine your initial eligibility for coverage under the Plan. You may retain eligibility for coverage under the Plan if you are temporarily absent on an approved leave of absence, with the expectation of returning to work

following the approved leave as determined by the Employer's leave policy, provided that contributions continue to be paid on a timely basis. For purposes of group health plan coverage, Employees who meet eligibility requirements during a measurement period as required by the PPACA regulations will have been deemed to have met the eligibility requirements for the resulting stability period as required by the PPACA regulations. The employer's classification of an individual is conclusive and binding for purposes of determining eligibility under the Plan. No reclassification of a person's status, for any reason, by a third party, whether by a court, governmental agency or otherwise, without regard to whether or not the Employer agrees to such reclassification, will change a person's eligibility for benefits.

The eligibility and participation requirements may vary depending on the particular component program. You must satisfy the eligibility requirements under a particular component benefit program in order to receive benefits under that program. To determine whether you or your family members are eligible to participate in a component benefit program, please read the eligibility information contained in the Attachments for the applicable component benefit programs. If such terms and conditions do not appear in those Attachments, then the eligibility provisions set forth on Exhibit B shall apply.

### **Cessation and Reinstatement of Participation**

If a Participant ceases to be an eligible Employee, participation in the Plan (or component benefit program) shall terminate. Participation in the Plan may thereafter be renewed upon satisfaction of the eligibility requirement contained in this Section 3.

Notwithstanding the foregoing, for purposes of group health plan eligibility, if your coverage ends due to termination of employment, leave of absence, reduction of hours, or layoff and you qualify for eligibility under the Plan again (are rehired or considered to be rehired for purposes of the PPACA) within 26 weeks from the date coverage ended, your coverage will be reinstated. If your coverage ends due to termination of employment, leave of absence, reduction of hours, or layoff and you do not qualify for eligibility under the Plan again (is not rehired or considered to be rehired for purposes of the PPACA) within 26 weeks from the date your coverage ended, and you did not perform any hours of service that were credited within the 26-week period, you will be treated as a new hire and will be required to meet all the requirements of a new Employee. Refer to the information on the Family and Medical Leave Act and the Uniformed Services Employment and Reemployment Rights Act for possible exceptions, or contact the Plan Administrator.

### **Need for Enrollment: Time Limits**

In general, eligible Employees must complete an application form (available through the Vice Chancellor for Employee Relations of Board of Trustees of the Nebraska State Colleges) to enroll themselves and/or their eligible spouses and dependents. New Employees must generally enroll within certain time periods after being hired, as described in the Attachments. Thereafter, enrollment is generally limited to the annual open enrollment period that occurs before September 1st of each year.

### **Special Enrollment Rights**

In certain circumstances and with respect to particular component benefit programs, enrollment may occur at times outside the open enrollment period (this is referred to as "special enrollment"). For instance, if you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in the plan if you or your dependents lose

eligibility for that other coverage (or if the employer stops contributing towards your or your dependents' other coverage). However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage). In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption. To request special enrollment or obtain more information, contact the Plan Administrator. Additional details regarding special enrollment rights are explained in the Attachments.

### **When Participation Begins**

Once you, as an eligible Employee, have completed the necessary enrollment paperwork, your coverage under the Plan may begin. Requirements may vary depending on the component benefit program. For information about when coverage begins, please read the eligibility and participation information contained in the Attachments.

### **Termination of Participation**

In general, your coverage under the Plan terminates on the last day of the month in which you terminate employment with the Company or in accordance with the applicable component benefit program, whichever is earlier. Coverage also terminates if you fail to pay your share of the premium, if your hours drop below the required eligibility threshold, if you submit false claims, and for certain other reasons described in the Attachments.

Coverage for your spouse and dependents stops when your coverage stops and for other reasons specified in the Attachments (for example, divorce or a dependent's attaining age limit). Coverage also ceases for Employees, spouses, and dependents upon termination of the Plan.

Coverage under a particular component benefits program stops according to the terms and conditions reflected in the Attachments. Note that termination of coverage under a particular component benefit program does not necessarily mean your coverage under the Plan in general terminates. You may still have coverage under another component benefit program.

The medical component plans in the Plan shall not rescind such plan or coverage with respect to an enrollee once the enrollee is covered under such plan or coverage involved, except where an individual has performed an act or practice that constitutes fraud or makes an intentional misrepresentation of material fact as prohibited by the terms of the plan or coverage. Such plan or coverage may not be cancelled except with prior notice to the enrollee, and only as permitted by law.

## **4. Summary of Plan Benefits**

### **Available Benefits and Contributions**

The Plan provides you and your eligible spouse and/or dependents with certain benefits. A summary of each component benefit program provided under the Plan is set forth in the Attachments listed in Exhibit D.

In general, the cost of the benefits provided through the component benefit programs may be funded in part by Company contributions and in part by pre-tax Employee contributions through the Cafeteria Plan. The Company will determine and periodically communicate your share of the

cost of the benefits provided through each component benefit program, and it may change that determination at any time.

The Company will make its contributions in an amount that (in the Company's sole discretion) is at least sufficient to fund the benefits or a portion of the benefits that are not otherwise funded by your contributions. With respect to the insured component benefit programs, the Company will pay its contribution and your contributions to the insurer. With respect to benefits that are self-funded, the Company will use these contributions to pay benefits directly to (or on behalf of) you or your eligible family members from the Company's general assets. Your contributions toward the cost of a particular benefit will be used in their entirety prior to using Company contributions to pay for the cost of such benefit.

### **National Medical Support Notices**

With respect to the component benefit programs, the Plan extends benefits to an Employee's non-custodial child, as required by any appropriately completed National Medical Support Notice.

### **Administrative Requirements and Timelines**

As described in the Attachments, there may be other reasons that a claim for benefits is not paid, or is not paid in full. For example, claims must generally be submitted for payment within a certain period of time, and failure to submit within that time period may result in the claim being denied. In this regard, please consult the Attachments.

## **5. How the Plan Is Administered**

### **Plan Operations**

The Plan is administered by Educators Health Alliance, Board of Trustees of the Nebraska State Colleges, and the insurance companies.

### **Plan Administration**

Educators Health Alliance is the Plan Administrator for medical, dental, and wellness program benefits. The Board of Trustees of the Nebraska State Colleges is the Plan Administrator for all other benefits under the Plan, unless the Employer designates another person or committee to hold the position of Plan Administrator. The Plan Administrator has agreed to indemnify the Plan Administrator delegates for any liability incurred as a result of carrying out the duties set forth herein, unless such liability is due to gross negligence or misconduct.

The principal duty of the Plan Administrator is to see that the Plan functions according to its terms and for the exclusive benefit of persons entitled to participate in the Plan. The administrative duties of the Plan Administrator include, but are not limited to, interpreting the Plan, prescribing applicable procedures, determining eligibility for and the amount of benefits, authorizing benefit payments, and gathering information necessary for administering the Plan. The Plan Administrator may delegate any of these administrative duties among one or more persons or entities, provided that such delegation is in writing, expressly identifies the delegate(s), and expressly describes the nature and scope of the delegated responsibility. The Plan Administrator may appoint such agents, counsel, accountants, consultants and actuaries as may be required to assist in administering the Plan. The Plan Administrator has the discretionary authority to carry out its duties set forth herein. The Plan Administrator also has the discretionary authority to make factual determinations as to whether any individual is entitled to receive any

benefits under the Plan. All decisions by the Plan Administrator will be afforded the maximum deference permitted by law.

### **Third Party Recovery**

In the event Participants or Beneficiaries received benefits from another welfare benefit plan, the Plan may be entitled to reimbursement. In particular, the Plan may be entitled to reimbursement for benefits which are related to medical expenses that are also payable under Workers' Compensation, any statute, any uninsured or underinsured motorist program, any no fault or school insurance program, any other insurance policy or any other plan of benefits, or when related medical expenses that arise through an act or omission of another person are paid by a third party, whether through legal action, settlement or for any other reason.

### **Power and Authority of Insurance Companies**

Certain benefits under the Plan are fully insured. Benefits are provided under a group insurance contract entered into between Educators Health Alliance or Board of Trustees of the Nebraska State Colleges and the Insurance Companies. Claims for benefits are sent to the Insurance Companies. The Insurance Companies are responsible for determining and paying claims, not Educators Health Alliance or Board of Trustees of the Nebraska State Colleges.

The Insurance Companies are responsible for: (a) determining eligibility for a benefit and the amount of any benefits payable under the Plan; and (b) providing the claims procedures to be followed and the claims forms to be used by eligible individuals pursuant to the Plan.

As the Named Fiduciary for benefit determinations, the Insurance Companies have the discretionary authority to interpret the Plan in order to make benefit determinations. The Insurance Companies also have the authority to require eligible individuals to furnish them with such information as they determine necessary for the proper administration of the Plan.

### **Your Questions**

If you have any general questions regarding the Plan (including, for example, whether you are eligible to participate in the Plan or a particular component benefit program offered through the Plan, or the amount of any benefit payable under the self-funded component benefit plans), please contact the Vice Chancellor for Employee Relations, who acts on behalf of Board of Trustees of the Nebraska State Colleges.

If you have any question regarding your eligibility for, or the amount of, any benefit payable under the fully insured component benefit plans, please contact the appropriate Insurance Company.

## **6. Circumstances That May Affect Benefits**

### **Denial, Recovery, or Loss of Benefits**

Your benefits (and the benefits of your eligible family members) will cease when your participation in the Plan terminates. Your benefits will also cease upon termination of the Plan.

Other circumstances can result in the termination, reduction, recovery (through subrogation or reimbursement), or denial of benefits. If, for any reason, any benefit under the Plan is erroneously paid or exceeds the amount appropriate you (or your dependent or Beneficiary) shall be responsible for refunding the overpayment to the Plan, in accordance with the terms of the Plan incorporated in this SPD by reference.

The Attachments contain specific provisions as to limitations, exclusions, and restrictions on benefits. In addition, any pre-existing condition limitation is described in the Attachments. Please refer to them when checking to see if a particular condition is covered by the Plan.

## 7. Amendment or Termination of the Plan

### Amendment or Termination

The Plan Sponsor has the general right to amend or terminate the Plan at any time. The Plan may be amended or terminated by a written instrument approved by the Company and executed by a duly authorized officer of the Company provided such amendment applies only to claims not yet incurred and is communicated to those Participants participating in the Plan.

The Company or its delegate may sign insurance contracts for the Plan on behalf of the Company, including amendments to those contracts, and may adopt (by a written instrument) amendments to the Plan that are administrative in nature or advisable in order to comply with applicable law.

### Duration and Employer's Right to Discontinue Plan and Contributions

This Plan is established with the intention of being maintained for an indefinite period of time. Nevertheless, the Company expressly reserves the right to discontinue or terminate the Plan with respect to claims not yet incurred and make no further contributions. No Employee, dependent, or Beneficiary shall have or attain any vested right, contractual or otherwise, to any further contributions to the Plan by the Company after the Company has discontinued or terminated the Plan.

## 8. No Contract of Employment

### No Contract of Employment

The Plan is not intended to be, and may not be construed as constituting, a contract or other arrangement between you and the Company to the effect that you will be employed for any specific period of time.

## 9. Claims Procedures

### Claims for Fully Insured Benefits

For purposes of determining the amount of, and entitlement to, benefits of the component benefit programs provided under insurance or contracts, the respective insurer is the named fiduciary under the Plan, with the full power to interpret and apply the terms of the Plan as they relate to the benefits provided under the applicable insurance contract.

To obtain benefits from the insurer of a component benefit program, you must follow the claims procedures under the applicable insurance contract, which may require you to complete, sign, and submit a written claim on the insurer's form. (*See* the Attachments for more information.)

The insurer will decide your claim in accordance with its reasonable claims procedures and other applicable law. The insurer has the right to secure independent medical advice and to require such other evidence as it deems necessary in order to decide your claim. If the insurer denies your claim in whole or in part, you will receive a written notification setting forth the reason(s) for the denial.

If your claim is denied, you may appeal to the insurer for a review of the denied claim. The insurer will decide your appeal in accordance with its reasonable claims procedures and other applicable law. If you do not appeal on time, you will lose your right to file suit in a state or federal court, because you will not have exhausted your internal administrative appeal rights (which generally is a prerequisite to bringing suit in state or federal court). Note that under certain circumstances, you may also have the right to obtain external review (that is, review outside of the Plan). (See the Attachments for more information.) In the event an Attachment does not include claims procedures, the claims procedures set forth in Exhibits A shall be followed.

### **Claims Procedure For Benefits Based On Determination Of Disability**

The following claims procedure shall apply specifically to claims made under the Plan for benefits based on a determination of disability. To the extent that this procedure is inconsistent with the claims procedure contained in the policies, contracts, summary plan descriptions or other written materials for such plans, the claims procedure in the other policies, contracts, summary plan descriptions, or other written materials shall supersede this procedure.

If a claim under the Plan for a benefit based on a determination of disability is denied in whole or in part, you or your beneficiary will receive written notification within a reasonable period of time, but no later than 45 days after the Claims Administrator's receipt of the claim. The Claims Administrator may extend this period for up to 30 additional days, provided the Claims Administrator determines that the extension is necessary due to matters beyond the Claims Administrator's control and the claimant is notified of the extension before the end of the initial 45-day period and is also notified of the date by which the Claims Administrator expects to render a decision. The 30-day extension can be extended by an additional 30 days if the Claims Administrator determines that, due to matters beyond its control, it cannot make the decision within the original extended period. In that event, you will be notified before the end of the initial 30-day extension of the circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision.

The extension notice will explain the standards on which your entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information, if any, you must submit. If you must provide additional information, you will be provided with at least 45 days to provide the additional information. The period from which you are notified of the additional required information to the date you respond is not counted as part of the determination period.

You have 180 days to appeal an adverse benefit determination. You will be notified of the Claims Administrator's decision upon review within a reasonable period of time, but no later than 45 days after the Claims Administrator receives your appeal request. The 45-day period may be extended for an additional 45-day period if the Claims Administrator determines that special circumstances require an extension of time. You will be provided with written notice prior to the expiration of the initial 45-day period. Such notice will state the special circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision. During the pendency of an appeal, you have the right to review and respond to new information before a final decision is made. You are entitled to any new or additional evidence considered, relied upon, or generated by the Plan, insurer, or other person making the benefit determination in connection with the claim, free of charge. You will also be provided with reasonable opportunity to respond to the evidence or rationale before a decision is announced.

A claim denial notice will contain the reason the claim was denied, a reference to the specific provisions of the Plan on which the denial was based, a description of any additional

material or information necessary to perfect the claim and an explanation for why this material or information is necessary, a description of the appeals procedures. It will also contain information on any internal rules, guidelines, protocols, or other criterion relied upon in deciding the claim, and information on any exclusion or limits based on medical necessity or experimental treatment. A notice of a disability claim denial will contain a discussion of the decision that includes the basis for disagreeing with a health care professional or vocational professional, including the information received but not relied upon, and the basis for disagreeing with a Disability determination by the Social Security Administration. A notice of a disability claim denial will also contain a description of any applicable contractual limitations periods applying to the claimant's right to bring an action, as well as the calendar date upon which any rights expire.

All claim and appeals are decided independently and impartially. You have the right to receive, upon request and free of charge, reasonable access to and copies of the entire claim file and other relevant documents.

## 10. Legal Notices

### Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the updated summary plan description ("SPD"). The Plan Administrator may make a reasonable charge for the copies.

### COBRA and HIPAA Rights

Continue health care coverage for yourself, your spouse, or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing your COBRA continuation coverage rights. A notice explaining your continuation coverage rights is set forth later on in this Section.

Reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided with a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

### Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. If you have a claim for benefits which is denied or ignored in whole or in part, and if you have exhausted the claims procedures available to you under the Plan, you may file suit.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department



of Labor, or you may file suit. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or contact the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities by calling the publications hotline of the Employee Benefits Security Administration.

### NOTICE OF CONTINUATION OF GROUP HEALTH COVERAGE UNDER COBRA

Under a federal law called COBRA (“Consolidated Omnibus Budget Reconciliation Act”), group health plans of most employers with 20 or more employees are required to offer covered Employees, their covered Spouses and Dependents the opportunity to make separate elections to extend group health coverage temporarily at group rates after coverage under the Plan would otherwise cease. This extension is called COBRA continuation coverage. Evidence of your good health is not required for this extension. Domestic partners should contact the Plan Administrator to discuss eligibility for continuation coverage.

As an Employee covered under the Plan, you have the right to elect COBRA continuation coverage if you lose health coverage (or premium payments or contributions for health coverage increase) because:

- Your hours of employment are reduced;
- Your employment is terminated for reasons other than gross misconduct; or
- The Employer starts bankruptcy proceedings under Title XI, if you are a retired employee.

Your Spouse may elect continuation health coverage if he or she loses health coverage (or premium payments or contributions for health coverage increase) under the Plan because:

- Your employment is terminated for reasons other than gross misconduct, or your hours of employment are reduced;
- You die;
- You divorce or become legally separated;
- You become enrolled in Medicare (Part A or B); or
- The Employer starts bankruptcy proceedings under Title XI, and you are retired.

Your dependent child may continue health coverage if he or she loses health coverage (or premium payments or contributions for health coverage increase) under the Plan because:

- He or she loses Dependent status under the Plan;
- Your employment is terminated for reasons other than gross misconduct, or your hours of employment are reduced;
- You die;
- You and your Spouse divorce or become legally separated;
- You become enrolled in Medicare (Part A or B); or
- The Employer starts bankruptcy proceedings under Title XI, and you are retired.

A child born to, adopted by, or placed for adoption with the covered Employee during the continuation coverage period is also entitled to elect COBRA continuation coverage. Such child's coverage period will be determined according to the date of the qualifying event that gave rise to the covered Employee's COBRA coverage. You must notify the Plan Administrator within 30 days and provide supporting documentation.

Under COBRA, you (or your Spouse or dependent child, if applicable) must notify the Plan Administrator by filing a Change of Status notice with the Plan Administrator within 60 days after:

- You and your Spouse are divorced or legally separated; or
- One of your children loses Dependent status under the Plan.

You (or your Spouse or dependent child, if applicable) will then be notified of the right to elect continuation health coverage and the cost to do so. The deadline for electing continuation health coverage is 60 days after the date the Plan ceases to cover you or your Spouse or dependent child, or 60 days from the date you, your Spouse, or dependent child are notified of your COBRA election rights, whichever is later.

If you (or your Spouse or dependent children, if applicable) do not elect continuation coverage, your health coverage will stop. If you (or your Spouse or dependent children, if applicable) choose continuation health coverage, the Plan will provide health coverage identical to that available to similarly situated active employees, including the opportunity to choose among options available during an open enrollment period. However, you (or your Spouse or dependent child, if applicable) must pay for this coverage. The COBRA premium will not exceed 102% of the total premium paid by you and your Employer for that level of coverage. There is a grace period of at least 30 days for payment of the regularly scheduled premium.

If the original qualifying event causing the loss of health coverage was the death of the Employee, divorce, legal separation, Medicare entitlement, or loss of "dependent status" of a dependent child under the Plan, then each qualified beneficiary will have the opportunity to elect 36 months of continuation coverage from the date of the qualifying event. If you (or your Spouse or dependent child, if applicable) lose health coverage under the Plan because your employment was terminated or your hours of employment were reduced (and not immediately followed by termination of employment), then the maximum continuation period will be 18 months from the

date of the qualifying event. (If coverage is lost at a date later than the date of the qualifying event and the Plan measures the maximum coverage period and notice period from the date of health coverage loss, then the maximum continuation period will be 18 months from the date of health coverage loss.) If during those 18 months, another qualifying event takes place that entitles your Spouse (or dependent child, if applicable) to continuation health coverage, your Spouse's continuation coverage (or dependent child's continuation coverage, if applicable) may be extended by another 18 months. You must make sure that the Plan Administrator/COBRA Administrator is notified of the second qualifying event within 60 days of the second qualifying event. In no event will your Spouse's health continuation coverage (or your dependent child's health continuation coverage, if applicable) extend for more than a total of 36 months from the date of the initial event. If your covered Spouse and/or dependent child lose coverage due to your termination of employment (for reasons other than gross misconduct) or reduction in hours and such loss occurs within 18 months after you enroll in Medicare, then the maximum continuation coverage period for your Spouse and dependent child shall be 36 months from the date you enrolled in Medicare.

Disability is a special issue. If the Social Security Administration determines that you (or your Spouse or dependent child, if applicable) are disabled at any time during the first 60 days of the continuation health coverage period, or in the case of a child born to, adopted by or placed for adoption with a covered Employee during a COBRA coverage period, during the first 60 days after a child's birth, adoption or placement for adoption, then your continuation coverage period as well as your Spouse's and any Dependent's continuation periods may be extended from 18 months to 29 months. The Employer may charge up to 150% of the total premium paid by you and the Employer during this extended period. To qualify, you (or your Spouse or dependent child, if applicable) must notify the Plan Administrator in writing within 60 days of the date of the Social Security Administration determination and during the initial 18 month continuation coverage period. Your written notice must include your name, Social Security Number, and indicate you have continuation coverage under the Plan. If there is a final determination that the qualified beneficiary is no longer disabled, the Plan Administrator must be notified within 30 days of the determination by the qualified beneficiary, and any health coverage extended beyond the maximum that would otherwise apply will be terminated for all qualified beneficiaries.

In certain circumstances, bankruptcy under Title XI of the Employer will entitle you to continuation health coverage. If the qualifying event causing the loss of health coverage was the bankruptcy of the Employer under Title XI, then each covered retired employee will have the opportunity to receive continuation health coverage until the death of the covered retired employee. Covered spouses, surviving spouses and dependents of the covered retired employee will have the opportunity to elect continuation health coverage for a period that will terminate 36 months following the death of the retired employee or upon the death of the qualified beneficiary, whichever is earlier.

Your right to continuation health coverage (or your Spouse's or dependent child's right, if applicable) under COBRA ends if:

- The Employer ceases to provide group health coverage to any of its employees;
- You (or your Spouse or dependent child, if applicable) fail to pay the premium within 30 days after its monthly due date;
- You (or your Spouse or dependent child, if applicable) become covered, after the date of your COBRA election, under another group health plan, including a governmental plan, that does not contain any exclusion or limitation with respect

to any preexisting condition of such qualified beneficiary (other than an exclusion or limitation that may be disregarded under the law);

- You (or your Spouse or dependent child, if applicable) become entitled to Medicare after the date of the COBRA election;
- You (or your Spouse or dependent child, if applicable) have extended continuation coverage due to a disability and then you are determined by the Social Security Administration to be no longer disabled;
- The maximum required COBRA continuation period expires; or
- For such cause, such as fraudulent claim submission, that would result in termination of coverage for similarly situated active employees.

In order to protect your family's rights, you should keep the Plan Administrator/COBRA Administrator informed of any changes in the addresses of your family members. You should also keep a copy of any notices you send the Plan or COBRA Administrator.

There may be other coverage options for you and your family. For example, you may buy coverage through a Health Insurance Marketplace. In the Marketplace, you could be eligible for a special kind of tax credit that lowers your monthly premiums. Being eligible for COBRA does not limit your eligibility for a tax credit through the Marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days. Additional continuation rights may apply under state law. Please contact the Plan Administrator for further information.

### **If You Have Questions**

Questions concerning your Plan or your COBRA rights should be addressed to the contact or contacts identified below. For more information about your rights, including under COBRA, the Health Insurance Portability and Accountability Act ("HIPAA"), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration ("EBSA") in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

### COBRA Administrator Information

For medical, dental, and wellness program benefits:

Payflex  
11819 Miami St., Suite 200  
Omaha, NE 68164  
844-729-3539

For all other benefits under the Plan:

ASI COBRA  
P.O. Box 657  
Columbia, MO 65205  
877-388-8331

### Plan Administrator Contact Information

For medical, dental, and wellness program benefits:

Educators Health Alliance  
P.O. Box 82003  
Lincoln, NE 68501  
866-465-1342

For all other benefits under the Plan:

Board of Trustees of the Nebraska State Colleges  
c/o Vice Chancellor for Employee Relations  
1327 H. St., Suite 200  
Lincoln, NE 68508  
402-471-2505

### 11. Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Company informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Company.

### FAMILY AND MEDICAL LEAVE ACT OF 1993 ("FMLA") NOTICE

Notwithstanding any rule regarding termination of participation or any other provision to the contrary in the Plan, if you go on a qualifying leave under FMLA, the following rules will apply. Only to the extent required by FMLA (among other things, this means only for the duration of a qualifying leave), Educators Health Alliance and Board of Trustees of the Nebraska State Colleges shall continue to maintain your health benefits on the same terms and conditions as though you were still an active Employee. Except as otherwise provided by the FMLA, your Plan participation will cease when the Plan Administrator learns that you do not intend to return to work after your leave. If earlier, your Plan participation will immediately cease upon expiration of your FMLA leave, if you fail to return to work at such time. Except as otherwise provided in the FMLA, if you fail to return to work after the FMLA leave, you will be required to reimburse the Company for the cost of the coverage the Company provided you while you were on FMLA leave (the cost equals the COBRA premium, without the 2% add-on). The FMLA includes the following additional leave rights:

- Eligible Employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the Employee is on active military duty or a reservist being called to active military duty in the Armed Forces and is deployed to a foreign country
- An eligible Employee who is the spouse, son, daughter, parent, or next of kin of an eligible covered service member as defined below is entitled to up to 26 work weeks of leave in a single 12-month period to care for the service member. For purposes of this provision, eligible covered service member shall mean a veteran who was a member of the Armed Forces (including a member of the National Guard or a military reservist) who are undergoing medical treatment, recuperation, or therapy for a serious illness or injury that occurred while in the military during the five-year period preceding treatment.

### **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (“USERRA”) RIGHTS NOTICE**

Federal law may also afford certain Participants and their Dependents the right to continue their health care coverage during certain periods of military leaves of absence pursuant to USERRA. This continuation option is similar in many respects to COBRA continuation coverage. For example, the benefits affected by this continuation coverage option are the same as described above. The maximum time periods for such coverage, however, shall be the lesser of:

- the 24-month period beginning on the day the Participant’s military leave of absence begins, or
- the period beginning on the day the Participant’s military leave of absence begins and ending on the day after the date on which the Participant fails to apply for or return to a position of employment with the Company pursuant to the Participant’s rights under USERRA.

One hundred and two percent (102%) of the applicable premium must be paid for the continuation coverage unless the period of military service is for not more than 31 days, in which event only the same contributions required from an active Employee for similar coverage must be paid. The notice requirements that apply to COBRA in the case of termination of employment also apply in the case of continuation coverage during military leaves.

Upon the reinstatement of coverage after reemployment no waiting period or other exclusions shall apply that would not have otherwise applied if coverage had terminated for any reason other than military service in the U.S. uniformed services. Furthermore, coverage under the Plan shall not apply to any illness or injury the U.S. Secretary of Veterans Affairs determines to have been incurred in, or aggravated during, performance of service in the U.S. uniformed services.

### **MEDICAID AND THE CHILDREN’S HEALTH INSURANCE PROGRAM (“CHIP”) NOTICE**

If you are eligible for health coverage from your employer, but are unable to afford the premiums, some States have premium assistance programs that can help pay for coverage. These States use funds from their Medicaid or CHIP programs to help people who are eligible for employer-sponsored health coverage, but need assistance in paying their health premiums.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a state listed in [Exhibit C](#), you can contact your State Medicaid or CHIP office to find out if premium assistance is available.

### **NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT ("NMHPA") NOTICE**

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

### **WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998 ("WHCRA") NOTICE**

Do you know that your plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedemas.

### **MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT OF 2008 ("MHPAEA") NOTICE**

All group health care coverage maintained under the Plan, which provide both medical and surgical benefits and offer mental health or substance use disorder benefits there under shall provide such benefits subject to the following:

- The financial requirements applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant financial requirements applied to substantially all medical and surgical benefits covered by the plan (or coverage), and there are no separate cost sharing requirements that are applicable only with respect to mental health or substance use disorder benefits; and
- The treatment limitations applicable to such mental health or substance use disorder benefits are no more restrictive than the predominant treatment limitations applied to substantially all medical and surgical benefits covered by the plan (or coverage) and there are no separate treatment limitations that are applicable only with respect to mental health or substance use disorder benefits.

### **GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 ("GINA") NOTICE**

GINA prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that you not provide any genetic information when responding to any request for medical information. 'Genetic information' as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistance reproductive services.

## HIPAA NOTICE OF PRIVACY PRACTICES NOTICE

HIPAA requires that health plans protect the confidentiality of your private health information. A complete description of your rights under HIPAA can be found in the Plan's Privacy Notice or, if appropriate, in the privacy notice provided by the insurer. To obtain a copy of the privacy notice, contact the insurer or, if you have questions or complaints about the privacy of your health information, contact the Plan Administrator.

Neither the Plan nor the employer will use or further disclose information that is protected by HIPAA ("protected health information") except as necessary for treatment, payment, health plan operations and plan administration, or as permitted or required by law. By law, the Plan has required all of its business associates to also observe HIPAA's privacy rules. In particular, the Plan will not, without authorization, use or disclose protected health information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the employer.

Under HIPAA, you have certain rights with respect to your protected health information, including certain rights to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, amend the information. You also have the right to file a complaint with the Plan, your insurer, or with the Secretary of the U.S. Department of Health and Human Services if you believe your rights under HIPAA have been violated.



Exhibit A—Claims Procedures**COMPONENT BENEFIT PROGRAM CLAIMS ADMINISTRATORS**

<b>For Claims On</b>	<b>Contact</b>
Medical	Blue Cross Blue Shield of Nebraska PO Box 3248 Omaha, NE 68180-0001 877-721-2583
Dental	
Wellness Program	
Vision	Eyemed Attn: OON Claims PO Box 8504 Mason, OH 45040-7111 866-939-3633
Life Insurance	Madison National Life Insurance PO Box 2865 Clinton, IA 52733-2865 800-356-9601
Dependent Life Insurance	
Supplemental Life Insurance	
Accidental Death and Dismemberment	
Long-Term Disability Insurance	
Health FSA	ASI PO Box 6044 Columbia, MO 65205-6044 888-659-3035
Dependent Care FSA	
HRA	MidAmerica 402 South Kentucky Ave., Suite 500 Lakeland, FL 33801 800-430-7999
Retired Employee HRA	
Employee Assistance Plan	Continuum 1135 M Street, #400 Lincoln, NE 68508 800-755-7636
Pre-Tax Premiums (Cafeteria Plan)	Board of Trustees of the Nebraska State Colleges c/o Vice Chancellor for Employee Relations 1327 H. St., Suite 200 Lincoln, NE 68508 402-471-2505

## DEFAULT CLAIMS PROCEDURES

### Introduction

These claims procedures are furnished as a separate document that accompanies the Nebraska State College System Health and Welfare Plan Document and Summary Plan Description (“SPD”).

#### Claims Procedures For The Plan

Except as provided below, claims for benefits under each Plan that is either insured or self-insured will be reviewed in accordance with procedures contained in the policies, contracts, summary plan descriptions or other written materials for such Plan benefits. All other general claims or requests should be directed to the Claims Administrator. If a claim under the Plan is denied in whole or in part, the Claims Administrator will notify you or your beneficiary in writing of such denial within 90 days of receipt of the claim. (This period may be extended to 180 days under certain circumstances.) The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after receipt of a notice of denial, you or your beneficiary may submit a written request for reconsideration of the application to the Claims Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Claims Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended to 120 days under certain circumstances.) In this response, the Claims Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Claims Administrator has the exclusive right to interpret the provisions of the Plan. Decisions of the Claims Administrator are final, conclusive and binding.

#### Claims Procedure For Benefits Based On Determination Of Disability

The following claims procedure shall apply specifically to claims made under the Plan for benefits based on a determination of disability. To the extent that this procedure is inconsistent with the claims procedure contained in the policies, contracts, summary plan descriptions or other written materials for such plans, the claims procedure in the other policies, contracts, summary plan descriptions, or other written materials shall supersede this procedure.

If a claim under the Plan for a benefit based on a determination of disability is denied in whole or in part, you or your beneficiary will receive written notification within a reasonable period of time, but no later than 45 days after the Claims Administrator’s receipt of the claim. The Claims Administrator may extend this period for up to 30 additional days, provided the Claims Administrator determines that the extension is necessary due to matters beyond the Claims Administrator’s control and the claimant is notified of the extension before the end of the initial 45-day period and is also notified of the date by which the Claims Administrator expects to render a decision. The 30-day extension can be extended by an additional 30 days if the Claims Administrator determines that, due to matters beyond its control, it cannot make the decision within the original extended period. In that event, you will be notified before the end of the initial 30-day extension of the circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision.

The extension notice will explain the standards on which your entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information, if any, you must submit. If you must provide additional information, you will be provided with at least 45 days to provide the additional information. The period from which you are notified of the additional required information to the date you respond is not counted as part of the determination period. You have 180 days to appeal an adverse benefit determination. You will be notified of the Claims Administrator's decision upon review within a reasonable period of time, but no later than 45 days after the Claims Administrator receives your appeal request.

The 45-day period may be extended for an additional 45-day period if the Claims Administrator determines that special circumstances (such as the need to hold a hearing) require an extension of time. You will be provided with written notice prior to the expiration of the initial 45-day period. Such notice will state the special circumstances requiring the extension and the date by which the Claims Administrator expects to render a decision.

### **Claims Procedures For Group Health Plans**

The following claims procedures shall apply specifically to claims made under any group health plan under the Plan. To the extent that these procedures are inconsistent with the claims procedures contained in the policies, contracts, summary plan descriptions or other written materials for the group health plan, the claims procedures in such other policies, contracts, summary plan descriptions, or other written materials shall supersede these procedures.

### **Benefit Determinations**

#### Post-Service Claims

Post-Service Claims are those claims that are filed for payment of benefits after health care has been received. If your Post-Service Claim is denied, you will receive a written notice from the Claims Administrator within 30 days of receipt of the claim, as long as all needed information was provided with the claim. The Claims Administrator will notify you within this 30 day period if additional information is needed to process the claim, and may request a one-time extension not longer than days and pend your claim until all information is received.

Once notified of the extension, you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame and the claim is denied, the Claims Administrator will notify you of the denial within 15 days after the information is received. If you don't provide the needed information within the 45-day period, your claim will be denied.

A denial notice will explain the reason for denial, refer to the part of the group health plan on which the denial is based, and provide the claim appeal procedures.

#### Pre-Service Claims

Pre-Service Claims are those claims that require certification or approval prior to receiving health care. If your claim was a Pre-Service Claim, and was submitted properly with all needed information, you will receive written notice of the claim decision from the Claims Administrator within 15 days of receipt of the claim. If you filed a Pre-Service Claim improperly, the Claims Administrator will notify you of the improper filing and how to correct it within 5 days. After reviewing the revised Pre-Service Claim, the Claims Administrator will notify you of any additional information needed within 15 days, and may request a one-time extension not longer than 15 days and pend your claim until all information is received. Once notified of the extension, you then have 45 days to provide this information. If all of the needed information is received within the 45-day time frame, the Claims Administrator will notify you of the determination within 15 days after the

information is received. If you don't provide the needed information within the 45-day period, your claim will be denied. A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

### Urgent Care Claims

Urgent Care Claims are those claims that require notification or approval prior to receiving medical care, where a delay in treatment could seriously jeopardize your life or health or the ability to regain maximum function or, in the opinion of a doctor with knowledge of your health condition could cause severe pain. In these situations:

- You will receive notice of the benefit determination in writing or electronically as soon as possible, but not later than 72 hours after the Claims Administrator receives all necessary information, or such other timeframe as required under federal law, taking into account the seriousness of your condition.
- Notice of denial may be oral with a written or electronic confirmation to follow within 3 days.
- If you filed an Urgent Care Claim improperly, the Claims Administrator will notify you of the improper filing and how to correct it within 24 hours after the Urgent Care Claim was received. If additional information is needed to process the claim, the Claims Administrator will notify you of the information needed within 24 hours after the claim was received. You then have 48 hours to provide the requested information.

You will be notified of a determination no later than 48 hours after:

- The Claims Administrator's receipt of the requested information; or
- The end of the 48-hour period within which you were to provide the additional information, if the information is not received within that time.

A denial notice will explain the reason for denial, refer to the part of the Plan on which the denial is based, and provide the claim appeal procedures.

### Concurrent Care Claims

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and your request to extend the treatment is an Urgent Care Claim as defined above, your request will be decided as soon as possible, and the Claims Administrator will notify you of the determination within 24 hours after receipt of the claim, provided your request is made at least 24 hours prior to the end of the approved treatment. If your request for extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an Urgent Care Claim and decided according to the timeframes described above.

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and you request to extend treatment in a non-urgent circumstance, your request will be considered a new claim and decided according to post-service or pre-service timeframes, whichever applies.

### How to Appeal a Claim Decision

If you disagree with a claim determination after following the above steps, you can contact the Claims Administrator in writing to formally request an appeal. If the appeal relates to a claim for payment, your request should include:

- The patient's name.
- The plan identification number.
- The date(s) of health care service(s).
- The provider's name.
- The reason(s) you believe the claim should be paid.
- Any documentation or other written information to support your request for claim payment.

Your first appeal request must be submitted to the Claims Administrator within 180 days after you receive the claim denial.

### Appeal Process

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If your appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field who was not involved in the prior determination. The Claims Administrator may consult with, or seek the participation of, medical experts as part of the appeal resolution process. By filing an appeal, you consent to this referral and the sharing of pertinent health claim information. Upon request and free of charge you have the right to reasonable access to and copies of, all documents, records, and other information relevant to your claim for benefits.

## **APPEALS DETERMINATIONS**

### Pre-Service and Post-Service Claim Appeals

You will be provided with written or electronic notification of the decision on your appeal as follows:

For appeals of Pre-Service Claims (as defined above), the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 15 days from receipt of a request for appeal of a denied claim. The second level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 15 days from receipt of a request for review of the first level appeal decision.

For appeals of Post-Service Claims (as defined above), the first level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 30 days from receipt of a request for appeal of a denied claim. The second level appeal will be conducted and you will be notified by the Claims Administrator of the decision within 30 days from receipt of a request for review of the first level appeal decision.

For procedures associated with Urgent Care Claims, see "Urgent Care Claim Appeals" below.

If you are not satisfied with the first level appeal decision of the Claims Administrator, you have the right to request a second level appeal from the Claims Administrator. Your second level appeal request must be submitted to the Claims Administrator within 60 days from receipt of the first level appeal decision.

Please note that the Claims Administrator's decision is based only on whether or not benefits are available under the Plan for the proposed treatment or procedure. The determination as to whether the pending health service is necessary or appropriate is between you and your doctor.

#### Urgent Care Claim Appeals

Your appeal may require immediate action if a delay in treatment could significantly increase the risk to your health or the ability to regain maximum function or cause severe pain. In these urgent situations:

- The appeal does not need to be submitted in writing. You or your doctor should call the Claims Administrator as soon as possible.
- The Claims Administrator will provide you with a written or electronic determination as soon as possible, but not later than 72 hours following receipt of your request for review of the determination, taking into account the seriousness of your condition.

The Claims Administrator has the exclusive right to interpret and administer the provisions of the Plan. The Claims Administrator's decisions are conclusive and binding.

#### External Review

If you exhaust all internal appeals procedures, have been denied continued coverage for an ongoing course of treatment or have an urgent care claim, you may be entitled to an external review of your claim. Please consult the Plan Administrator or Claims Administrator for further details.

#### **Judicial Review**

Upon completion of these procedures, either the Claimant or the Plan may request judicial review of the final decision on the Claim. Any action brought by, or on behalf of, a Claimant for Plan benefits must be filed not later than 24 months after completion of the Plan's internal claims procedures (and external review, if applicable).

Exhibit B - Eligibility

## Summary of Eligibility and Participation Provisions

COMPONENT BENEFIT	ELIGIBLE EMPLOYEE	WAITING PERIOD	EFFECTIVE DATE OF COVERAGE
Medical	Active, full-time Employees working an average of 30 hours per week	None	First of the month following date of hire, unless the date of hire is the first day of the month then coverage is immediately available on the date of hire
Dental	Active, full-time Employees working an average of 30 hours per week	None	First of the month following date of hire, unless the date of hire is the first day of the month then coverage is immediately available on the date of hire
Vision	Active, full-time Employees working an average of 30 hours per week	None	First of the month following date of hire, unless the date of hire is the first day of the month then coverage is immediately available on the date of hire
Life Insurance	Active, full-time Employees working an average of 30 hours per week	None	Date of hire

COMPONENT BENEFIT	ELIGIBLE EMPLOYEE	WAITING PERIOD	EFFECTIVE DATE OF COVERAGE
Dependent Life Insurance	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Supplemental Life Insurance	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Accidental Death & Dismemberment	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Long-Term Disability Insurance	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Health FSA	Active, full-time Employees working an average of 30 hours per week	None	Date of hire, or first of the month following date of hire if payroll has already finalized.
Dependent Care FSA	Active, full-time Employees working an average of 30 hours per week	None	Date of hire, or first of the month following date of hire if payroll has already finalized.
HRA	Active, full-time Employees working an average of 30 hours per week who are enrolled in the High Deductible Health Plan	None	First of the month following date of hire, unless the date of hire is the first day of the month then coverage is immediately available on the date of hire



COMPONENT BENEFIT	ELIGIBLE EMPLOYEE	WAITING PERIOD	EFFECTIVE DATE OF COVERAGE
Retired Employee HRA	Retired Employees approved to retire under the Voluntary Retirement Settlement Program or the Early Retirement Settlement Program, and enrolled in the High Deductible Health Plan prior to retirement.	None	Date of retirement
Wellness Program	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Employee Assistance Plan	Active, full-time Employees working an average of 30 hours per week	None	Date of hire
Pre-Tax Premiums (Cafeteria Plan)	Active, full-time Employees working an average of 30 hours per week	None	First of the month following date of hire, unless the date of hire is the first day of the month then coverage is immediately available on the date of hire

## Exhibit C - CHIP Notice

### Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit [www.healthcare.gov](http://www.healthcare.gov).

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call **1-866-444-EBSA (3272)**.

**If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2019. Contact your State for more information on eligibility –**

<b>ALABAMA - Medicaid</b>	<b>FLORIDA - Medicaid</b>
Website: <a href="http://myalhipp.com/">http://myalhipp.com/</a> Phone: 1-855-692-5447	Website: <a href="http://flmedicaidtprecovery.com/hipp/">http://flmedicaidtprecovery.com/hipp/</a> Phone: 1-877-357-3268
<b>ALASKA - Medicaid</b>	<b>GEORGIA - Medicaid</b>
The AK Health Insurance Premium Payment Program Website: <a href="http://myakhipp.com/">http://myakhipp.com/</a> Phone: 1-866-251-4861 Email: <a href="mailto:CustomerService@MyAKHIPP.com">CustomerService@MyAKHIPP.com</a> Medicaid Eligibility: <a href="http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx">http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx</a>	Website: <a href="https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp">https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp</a> Phone: 678-564-1162 ext 2131
<b>ARKANSAS - Medicaid</b>	<b>INDIANA - Medicaid</b>

Website: <a href="http://myarhipp.com/">http://myarhipp.com/</a> Phone: 1-855-MyARHIPP (855-692-7447)	Healthy Indiana Plan for low-income adults 19-64 Website: <a href="http://www.in.gov/fssa/hip/">http://www.in.gov/fssa/hip/</a> Phone: 1-877-438-4479 All other Medicaid Website: <a href="http://www.indianamedicaid.com">http://www.indianamedicaid.com</a> Phone 1-800-403-0864
<b>COLORADO - Health First Colorado (Colorado's Medicaid Program) &amp; Child Health Plan Plus (CHP+)</b>	<b>IOWA - Medicaid</b>
Health First Colorado Website: <a href="https://www.healthfirstcolorado.com/">https://www.healthfirstcolorado.com/</a> Health First Colorado Member Contact Center: 1-800-221-3943/ State Relay 711 CHP+: <a href="https://www.colorado.gov/pacific/hcpf/child-health-plan-plus">https://www.colorado.gov/pacific/hcpf/child-health-plan-plus</a> CHP+ Customer Service: 1-800-359-1991/ State Relay 711	Website: <a href="http://dhs.iowa.gov/Hawki">http://dhs.iowa.gov/Hawki</a> Phone: 1-800-257-8563

<b>KANSAS - Medicaid</b>	<b>NEW HAMPSHIRE - Medicaid</b>
Website: <a href="http://www.kdheks.gov/hcf/">http://www.kdheks.gov/hcf/</a> Phone: 1-785-296-3512	Website: <a href="https://www.dhhs.nh.gov/oii/hipp.htm">https://www.dhhs.nh.gov/oii/hipp.htm</a> Phone: 603-271-5218 Toll free number for the HIPP program: 1-800-852-3345, ext 5218
<b>KENTUCKY - Medicaid</b>	<b>NEW JERSEY - Medicaid and CHIP</b>
Website: <a href="https://chfs.ky.gov">https://chfs.ky.gov</a> Phone: 1-800-635-2570	Medicaid Website: <a href="http://www.state.nj.us/humanservices/dmahs/clients/medicaid/">http://www.state.nj.us/humanservices/dmahs/clients/medicaid/</a> Medicaid Phone: 609-631-2392 CHIP Website: <a href="http://www.njfamilycare.org/index.html">http://www.njfamilycare.org/index.html</a> CHIP Phone: 1-800-701-0710
<b>LOUISIANA - Medicaid</b>	<b>NEW YORK - Medicaid</b>
Website: <a href="http://dhh.louisiana.gov/index.cfm/subhome/1/n/331">http://dhh.louisiana.gov/index.cfm/subhome/1/n/331</a> Phone: 1-888-695-2447	Website: <a href="https://www.health.ny.gov/health_care/medicaid/">https://www.health.ny.gov/health_care/medicaid/</a> Phone: 1-800-541-2831
<b>MAINE - Medicaid</b>	<b>NORTH CAROLINA - Medicaid</b>
Website: <a href="http://www.maine.gov/dhhs/ofi/public-assistance/index.html">http://www.maine.gov/dhhs/ofi/public-assistance/index.html</a> Phone: 1-800-442-6003 TTY: Maine relay 711	Website: <a href="https://medicaid.ncdhhs.gov/">https://medicaid.ncdhhs.gov/</a> Phone: 919-855-4100
<b>MASSACHUSETTS - Medicaid and CHIP</b>	<b>NORTH DAKOTA - Medicaid</b>
Website: <a href="http://www.mass.gov/eohhs/gov/departments/masshealth/">http://www.mass.gov/eohhs/gov/departments/masshealth/</a> Phone: 1-800-862-4840	Website: <a href="http://www.nd.gov/dhs/services/medicalserv/medicaid/">http://www.nd.gov/dhs/services/medicalserv/medicaid/</a> Phone: 1-844-854-4825
<b>MINNESOTA - Medicaid</b>	<b>OKLAHOMA - Medicaid and CHIP</b>
Website: <a href="https://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/other-insurance.jsp">https://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/other-insurance.jsp</a>	Website: <a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a> Phone: 1-888-365-3742

Phone: 1-800-657-3739	
<b>MISSOURI - Medicaid</b>	<b>OREGON - Medicaid</b>
Website: <a href="http://www.dss.mo.gov/mhd/participants/pages/hipp.htm">http://www.dss.mo.gov/mhd/participants/pages/hipp.htm</a> Phone: 573-751-2005	Website: <a href="http://healthcare.oregon.gov/Pages/index.aspx">http://healthcare.oregon.gov/Pages/index.aspx</a> <a href="http://www.oregonhealthcare.gov/index-es.html">http://www.oregonhealthcare.gov/index-es.html</a> Phone: 1-800-699-9075
<b>MONTANA - Medicaid</b>	<b>PENNSYLVANIA - Medicaid</b>
Website: <a href="http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP">http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP</a> Phone: 1-800-694-3084	Website: <a href="http://www.dhs.pa.gov/provider/medicalassistance/healthinsurancepremiumpaymenthippprogram/index.htm">http://www.dhs.pa.gov/provider/medicalassistance/healthinsurancepremiumpaymenthippprogram/index.htm</a> Phone: 1-800-692-7462
<b>NEBRASKA - Medicaid</b>	<b>RHODE ISLAND - Medicaid and CHIP</b>
Website: <a href="http://www.ACCESSNebraska.ne.gov">http://www.ACCESSNebraska.ne.gov</a> Phone: (855) 632-7633 Lincoln: (402) 473-7000 Omaha: (402) 595-1178	Website: <a href="http://www.eohhs.ri.gov/">http://www.eohhs.ri.gov/</a> Phone: 855-697-4347, or 401-462-0311 (Direct RlTe Share Line)
<b>NEVADA - Medicaid</b>	<b>SOUTH CAROLINA - Medicaid</b>
Medicaid Website: <a href="https://dhcfp.nv.gov">https://dhcfp.nv.gov</a> Medicaid Phone: 1-800-992-0900	Website: <a href="https://www.scdhhs.gov">https://www.scdhhs.gov</a> Phone: 1-888-549-0820
<b>SOUTH DAKOTA - Medicaid</b>	<b>WASHINGTON - Medicaid</b>
Website: <a href="http://dss.sd.gov">http://dss.sd.gov</a> Phone: 1-888-828-0059	Website: <a href="https://www.hca.wa.gov/">https://www.hca.wa.gov/</a> Phone: 1-800-562-3022 ext. 15473
<b>TEXAS - Medicaid</b>	<b>WEST VIRGINIA - Medicaid</b>
Website: <a href="http://gethipptexas.com/">http://gethipptexas.com/</a> Phone: 1-800-440-0493	Website: <a href="http://mywvhipp.com/">http://mywvhipp.com/</a> Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)
<b>UTAH - Medicaid and CHIP</b>	<b>WISCONSIN - Medicaid and CHIP</b>
Medicaid Website: <a href="https://medicaid.utah.gov/">https://medicaid.utah.gov/</a> CHIP Website: <a href="http://health.utah.gov/chip">http://health.utah.gov/chip</a> Phone: 1-877-543-7669	Website: <a href="https://www.dhs.wisconsin.gov/publications/pi/p10095.pdf">https://www.dhs.wisconsin.gov/publications/pi/p10095.pdf</a> Phone: 1-800-362-3002
<b>VERMONT- Medicaid</b>	<b>WYOMING - Medicaid</b>
Website: <a href="http://www.greenmountaincare.org/">http://www.greenmountaincare.org/</a> Phone: 1-800-250-8427	Website: <a href="https://wyequalitycare.acs-inc.com/">https://wyequalitycare.acs-inc.com/</a> Phone: 307-777-7531
<b>VIRGINIA - Medicaid and CHIP</b>	
Medicaid Website: <a href="http://www.coverva.org/programs_premium_assistance.cfm">http://www.coverva.org/programs_premium_assistance.cfm</a> Medicaid Phone: 1-800-432-5924	

CHIP Website: <a href="http://www.coverva.org/programs_premium_assistance.cfm">http://www.coverva.org/programs_premium_assistance.cfm</a> CHIP Phone: 1-855-242-8282	
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To see if any other states have added a premium assistance program since July 31, 2019, or for more information on special enrollment rights, contact either:

U.S. Department of Labor  
Services

Employee Benefits Security Administration  
[www.dol.gov/agencies/ebsa](http://www.dol.gov/agencies/ebsa)

1-866-444-EBSA (3272)

U.S. Department of Health and Human

Centers for Medicare & Medicaid Services  
[www.cms.hhs.gov](http://www.cms.hhs.gov)

1-877-267-2323, Menu Option 4, Ext. 61565

### Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email [ebsa.opr@dol.gov](mailto:ebsa.opr@dol.gov) and reference the OMB Control Number 1210-0137.

OMB Control Number 1210-0137 (expires 12/31/2019)

**Exhibit D - Attachments**

See attached.

ATTACHMENT #	COMPONENT PLANS	CERTIFICATE OF COVERAGE/BOOKLETS
1	Medical	Summary of Benefits and Coverage
2	Dental	Overview of Benefits
3	Vision	Insurance Policy and Certificate
4	Life Insurance	Insurance Policy and Certificate
5	Dependent Life Insurance	Insurance Policy and Certificate
6	Supplemental Life Insurance	Insurance Policy and Certificate
7	Accidental Death & Dismemberment	Insurance Policy and Certificate
8	Long-Term Disability Insurance	Insurance Policy and Certificate
9	Health FSA	Health FSA Policy
10	Dependent Care FSA	Dependent Care FSA Policy
11	HRA	HRA Plan Document and HRA Summary of Benefits and Coverage
12	Retired Employee HRA	Retired Employee HRA Plan Document
13	Wellness Program	EHA Wellness Program Policy
14	Employee Assistance Plan	Employee Assistance Plan Policy
15	Pre-Tax Premiums (Cafeteria Plan)	Cafeteria Plan Document

**NEBRASKA STATE COLLEGE SYSTEM**  
**FLEXIBLE BENEFIT PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION**  
**Restated Effective September 1, 2019**

## ARTICLE I. Introduction

### 1.1 Establishment of Plan

The Board of Trustees of the Nebraska State Colleges originally established the Nebraska State Colleges Flexible Benefit Plan effective October 1, 1987 and later adopted a Medical Reimbursement Plan and Dependent Care Expense Reimbursement Plan both originally effective September 1, 2001. The Board of Trustees of the Nebraska State Colleges hereby amends and restates the plans into one comprehensive plan document effective September 1, 2019. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is designed to permit an Eligible Employee to pay for his or her share of Contributions under the Medical, Vision, Dental, and/or Long-Term Disability Plan on a pre-tax Salary Reduction basis and to contribute on a pre-tax Salary Reduction basis to an Employee's Health FSA Account for reimbursement of certain Medical Care Expenses, and/or to a DCAP Account for reimbursement of certain Dependent Care Expenses.

### 1.2 Legal Status

This Plan is intended to qualify as a cafeteria plan document and related summary plan description under Code §125 and the regulations issued thereunder and shall be interpreted to accomplish that objective.

The Health FSA Component is intended to qualify as a self-insured medical reimbursement plan under Code §105, and the Medical Care Expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees' gross income under Code §105(b). The DCAP Component is intended to qualify as a dependent care assistance program under Code §129, and the Dependent Care Expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees' gross income under Code §129(a).

Although reprinted within this document, the Health FSA Component and the DCAP Component are separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Code §§105 and 129. The Health FSA Component is also a separate plan for purposes of applicable provisions of HIPAA, and COBRA. In the event that the Health FSA Component is determined not to be a separate plan, the Plan shall be designated as a hybrid entity for purposes of HIPAA, such that it shall be a covered entity only with respect to the Health FSA Component. The Medical, Vision, Dental, and Long-Term Disability Insurance Plans, and Health FSA are intended to be part of an organized health care arrangement for purposes of HIPAA.

## ARTICLE II. Definitions

### 2.1 Definitions

**Account(s)** means the Health FSA Accounts and the DCAP Accounts described in Section 7.5 for Health FSAs, and Section 9.5 for DCAPs.

**Benefits** means the Premium Payment Benefits, the Health FSA Benefits and the DCAP Benefits offered under the Plan.

**Benefits Committee** means the committee appointed by the Plan Administrator that is responsible for the administration, operation, and interpretation of this Plan.

**Benefit Package Option** means a qualified benefit under Code §125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan). Benefits prohibited under Code §125(f) (such as long-term



care insurance and certain Exchange-participating qualified health plans) are not permitted Benefit Package Options.

**Change in Status** means any of the events described below, as well as any other events included in subsequent changes to Code §125, or regulations or guidance issued thereunder that the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under applicable law and under this Plan:

- (a) **Legal Marital Status.** A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;
- (b) **Number of Dependents.** Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;
- (c) **Employment Status.** Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan;
- (d) **Dependent Eligibility Requirements.** An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, or any similar circumstance; and
- (e) **Change in Residence.** A change in the place of residence of the Participant or his or her Spouse or Dependents.

**COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

**Code** means the Internal Revenue Code of 1986, as amended.

**Compensation** means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan; (b) any salary reduction election under any other cafeteria plan; and (c) any compensation reduction under any Code §132(f)(4) plan; but determined after (d) any salary deferral elections under any Code §401(k), 403(b), 408(k), or 457(b) plan or arrangement. Thus, "Compensation" generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b), or (c) of the preceding sentence.

**Component(s)** means one or more of the following: the DCAP Component, the Health FSA Component or the Premium Payment Component.

**Contributions** means the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits, Section 7.2 for Health FSA Benefits, and Section 9.2 for DCAP Benefits.

**DCAP** means dependent care assistance program.

**DCAP Account** means the account described in Section 9.5.

**DCAP Benefits** has the meaning described in Section 9.1.

**DCAP Component** means the component of this Plan described in Article IX.

**Dental Insurance Benefits** means the Employee's Dental Insurance Plan coverage for purposes of this Plan.

**Dental Insurance Plan** means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing dental type benefits through a group insurance policy or policies, if separate from the Medical Insurance Plan. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

**Dependent** means: (a) for purposes of accident or health coverage (to the extent funded under the Premium Payment Component, and for purposes of the Health FSA Component), (1) a dependent as defined in Code §105(b), (2) any child (as defined in Code §152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (3) any child of the Participant to whom IRS Revenue Procedure 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year); and (b) for purposes of the DCAP Component, a Qualifying Individual. Notwithstanding the foregoing, the Health FSA Component will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of Dependent.

**Dependent Care Expenses** has the meaning described in Section 9.3.

**Earned Income** shall have the meaning given such term in Code §129(e)(2).

**Effective Date** of this Plan means the effective date of this restatement, September 1, 2019.

**Election Form/Salary Reduction Agreement** means the actual or deemed paper or electronic form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for any of the following: Premium Payment Benefits, Health FSA Benefits, and DCAP Benefits. It includes an agreement pursuant to which an Eligible Employee or Participant authorizes the Employer to make Salary Reductions. If an interactive voice-response system or web-based program is used for enrollment, the Election Form/Salary Reduction Agreement may be maintained on an electronic database in accordance with applicable laws.

**Eligible Employee** means an Employee eligible to participate in this Plan, as provided in Section 3.1.

**Employee** means an individual that the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code §414(n)) or individual classified by the Employer as an independent contractor for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) any self-employed individual; (d) any partner in a partnership; and (e) any more-than-2% shareholder in a Subchapter S corporation. The term Employee does include former Employees for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

**Employer** means the Board of Trustees of the Nebraska State Colleges and any Related Employer that adopts this Plan with the approval of the Board of Trustees of the Nebraska State Colleges. Related Employers that have adopted this Plan, if any, are listed in Appendix A of this Plan. However, for purposes of Articles IX and XIV and Section 15.3, "Employer" means only the Board of Trustees of the Nebraska State Colleges.

**Employment Commencement Date** means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

**FMLA** means the Family and Medical Leave Act of 1993, as amended.

**Health FSA** means health flexible spending arrangement.

**Health FSA Account** means the account described in Section 7.5.

**Health FSA Benefits** has the meaning described in Section 7.1.

**Health FSA Component** means the component of this Plan described in Article VII.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**HMO** means the health maintenance organization Benefit Package Option (if any) under the Medical Insurance Plan.

**Long-Term Disability Benefits** means the Employee's Long-Term Disability Plan coverage for purposes of this Plan.

**Long-Term Disability Plan** means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing long-term disability type benefits through a group insurance policy or policies, if separate from the Medical Insurance Plan. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

**Medical Care Expenses** has the meaning described in Section 7.3.

**Medical Insurance Benefits** means the Employee's Medical Insurance Plan coverage for purposes of this Plan.

**Medical Insurance Plan** means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents who may be eligible under the terms of such plan), providing major medical-type benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

**Open Enrollment Period** with respect to a Plan Year means the month of August in the year preceding the Plan Year, or such other period as may be prescribed by the Administrator.

**Participant** means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include those who elect one or more of the Premium Payment Benefits, Health FSA Benefits, DCAP Benefits, and Salary Reductions to pay for such Benefits.

**Period of Coverage** means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 3.2.

**Plan** means the Nebraska State Colleges Flexible Benefit Plan as set forth herein and as amended from time to time.

**Plan Administrator** means Educators Health Alliance for Medical Insurance Benefits and Dental Insurance Benefits, and the Board of Trustees of the Nebraska State Colleges for all other Benefits under the Plan. The contact person is the Vice Chancellor for Employee Relations for the Nebraska State Colleges, who has the full authority to act on behalf of the Plan Administrator, except with respect to appeals, for which the Benefits Committee has the full authority to act on behalf of the Plan Administrator, as described in Section 13.1.

**Plan Year** means the 12-month period commencing each September 1 and ending on the following August 31, except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

**PPO** means the preferred provider organization Benefit Package Option (if any) under the Medical Insurance Plan.

**Premium Payment Benefits** means the Premium Payment Benefits that are paid for on a pre-tax Salary Reduction basis as described in Section 6.1.

**Premium Payment Component** means the component of this Plan described in Article VI.

**QMCSO** means a qualified medical child support order.

**Qualifying Dependent Care Services** has the meaning described in Section 9.3.

**Qualifying Individual** means (a) a tax dependent of the Participant as defined in Code §152 who is under the age of 13 and who is the Participant's qualifying child as defined in Code §152(a)(1); (b) a tax dependent of the Participant as defined in Code §152, but determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or (c) a Participant's Spouse who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year. Notwithstanding the foregoing, in the case of divorced or separated parents, a Qualifying Individual who is a child shall, as provided in Code §21(e)(5), be treated as a Qualifying Individual of the custodial parent (within the meaning of Code §152(e)) and shall not be treated as a Qualifying Individual with respect to the noncustodial parent.

**Related Employer** means any employer affiliated with the Nebraska State Colleges that, under Code §414(b), §414(c), or §414(m), is treated as a single employer with Nebraska State Colleges for purposes of Code §125(g)(4).

**Salary Reduction** means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable component, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis).

**Spouse** means an individual who is treated as a spouse for federal tax purposes. Notwithstanding the above, for purposes of the DCAP Component, the term Spouse shall not include (a) an individual legally separated from the Participant under a divorce or separate maintenance decree; or (b) an individual who is married to the Participant and files a separate federal income tax return, where (i) the Participant maintains a household that constitutes a Qualifying Individual's principal place of abode for more than one-half of the taxable year, (ii) the Participant furnishes more than half of the cost of maintaining such household, and (iii) during the last 6 months of such taxable year, the individual is not a member of such household.

**Student** means an individual who, during each of five or more calendar months during the Plan Year, is a full-time student at any educational organization that normally maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly carried on.

**Vision Insurance Benefits** means the Employee's Vision Insurance Plan coverage for purposes of this Plan.

**Vision Insurance Plan** means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing vision type benefits through a group insurance policy or policies, if separate from the Medical Insurance Plan. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

## ARTICLE III. Eligibility and Participation

### 3.1 Eligibility to Participate

An individual is eligible to participate in this Plan (including the Premium Payment Component, the Health FSA Component, and the DCAP Component) if the individual is an Employee and is eligible for the Medical/Dental/Vision/Long-Term Disability Insurance Plan (whether or not coverage under such plan has been elected). An Employee shall be eligible to participate in the Plan as of the first day of the month following his or her Employment Commencement Date. Where an Employee's Employment Commencement Date is the first day of the month, the Employee may elect to participate on his or her Employment Commencement Date.

Eligibility for Medical, Vision, Dental, and Long-Term Disability Insurance Premium Payment Benefits shall also be subject to the additional requirements, if any, specified in the Medical, Vision, Dental, and Long-Term Disability Insurance Plan. Once an Employee has met the Plan's eligibility requirements, the Employee may elect coverage effective the first day of the next calendar month, or for any subsequent Plan Year, in accordance with the procedures described in Article IV.

### 3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of:

(a) the termination of this Plan; or

(b) the date on which the Employee ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for certain periods on the terms and subject to the restrictions described in Section 6.4 for Insurance Benefits and Section 7.8 for Health FSA Benefits.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Medical, Vision, Dental, and Long-Term Disability Insurance Benefits will terminate as of the date(s) specified in the Medical, Vision, Dental, and Long-Term Disability Insurance Plans. Reimbursements from the Health FSA and DCAP Accounts after termination of participation will be made pursuant to Section 7.8 for Health FSA Benefits and Section 9.8 for DCAP Benefits.

### 3.3 Participation Following Termination of Employment or Loss of Eligibility

If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.1. Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the Medical, Vision, Dental, and Long-Term Disability Insurance Plan is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

### 3.4 FMLA Leaves of Absence

(a) Health Benefits. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Medical, Vision, Dental, and Long-Term Disability Insurance Benefits, and Health FSA Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require Participants to continue all Medical, Vision, Dental, and Long-Term Disability Insurance Benefits, and Health FSA Benefits coverage while they are on paid leave, provided that Participants on non-FMLA paid leave are required to continue such coverage. If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (e.g., on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Medical, Vision, Dental, and/or Long-Term Disability Insurance Benefits, and Health FSA Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days, vacation days and compensatory time, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator upon the Participant's return.

The Employer requires all Participants to continue Medical, Vision, Dental, and Long-Term Disability Insurance Benefits, and Health FSA Benefits during an unpaid FMLA leave. The Participant will be required to continue to pay Contributions during the leave.

If a Participant's Medical, Vision, Dental, and Long-Term Disability Insurance Benefits, or Health FSA Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical, Vision, Dental, and Long-Term Disability Insurance Benefits, or Health FSA Benefits, as applicable, upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Medical, Vision, Dental, and Long-Term Disability Insurance Benefits, or Health FSA Benefits coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage. Notwithstanding the preceding sentence, with regard to Health FSA Benefits a Participant whose coverage ceased will be permitted to elect whether to be reinstated in the Health FSA Benefits at the same coverage level as was in effect before the FMLA leave (with increased contributions for the remaining period of coverage) or at a coverage level that is reduced pro rata for the period of FMLA leave during which the Participant did not pay Contributions. If a Participant elects a coverage level that is reduced pro rata for the period of FMLA leave, then the amount withheld from a Participant's Compensation on a per-pay-period basis for the purpose of paying for reinstated Health FSA Benefits will be equal to the amount withheld prior to the period of FMLA leave.

(b) Non-Health Benefits. If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits (such as DCAP Benefits) is to be determined by the Employer's policy for providing such Benefits when Participants are on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant, or as the Plan Administrator otherwise deems appropriate.

### 3.5 Non-FMLA Leaves of Absence

If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined

by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules in Section 12.3(d) will apply.

## **ARTICLE IV. Method and Timing of Elections**

### **4.1 Elections When First Eligible**

An Employee who first becomes eligible to participate in the Plan midyear may elect to commence participation in one or more Benefits on the first day of the month after the eligibility requirements have been satisfied, provided that an Election Form/Salary Reduction Agreement is submitted to the Plan Administrator before the first day of the month in which participation will commence. An Employee who does not elect benefits when first eligible may not enroll until the next Open Enrollment Period, unless an event occurs that would justify a midyear election change, as described under Section 12.3. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in the Medical, Vision, Dental, and Long-Term Disability Insurance Plans.

### **4.2 Elections During Open Enrollment Period**

During each Open Enrollment Period with respect to a Plan Year, the Plan Administrator shall provide a paper or electronic Election Form/Salary Reduction Agreement to each Employee who is eligible to participate in this Plan. The Election Form/Salary Reduction Agreement shall enable the Employee to elect to participate in the various Components of this Plan for the next Plan Year and to authorize the necessary Salary Reductions to pay for the Benefits elected. The Election Form/Salary Reduction Agreement must be returned to the Plan Administrator on or before the last day of the Open Enrollment Period, and it shall become effective on the first day of the next Plan Year. If an Eligible Employee fails to return the Election Form/Salary Reduction Agreement during the Open Enrollment Period, then the Employee may not elect any Benefits under this Plan until the next Open Enrollment Period, unless an event occurs that would justify a midyear election change, as described under Section 12.3.

### **4.3 Failure of Eligible Employee to File an Election Form/Salary Reduction Agreement**

If an Eligible Employee fails to file an Election Form/Salary Reduction Agreement within the time period described in Sections 4.1 and 4.2, then the Employee may not elect any Benefits under the Plan (a) until the next Open Enrollment Period; or (b) until an event occurs that would justify a midyear election change, as described under Section 12.3 or 12.4.

Notwithstanding the foregoing, if a Participant fails to make his or her election with the Plan Administrator prior to the specified due date, but the Participant has previously elected Salary Reduction Benefits hereunder, Salary Reduction benefits shall be deemed to have continued such election in subsequent Plan Years until such time as the Participant affirmatively elects otherwise, unless the Employer requires an election form to be returned in a particular year and announces that requirement to the Participant directly or to Plan Participants generally. If such an announcement is made and an election form is not returned by the date specified by the Employer, the Participant will not participate in any of the Benefits or in this Plan and his or her share of the Contributions for such Benefits will be paid with after-tax dollars outside of this Plan until such time as the Employee files, during a subsequent Open Enrollment Period (or after an event occurs that would justify a midyear election change as described under Section 12.3), a timely Election Form/Salary Reduction Agreement to elect Premium Payment Benefits. Until the Employee files such an election, the Employer's portion of the Contribution will also be paid outside of this Plan.

### **4.4 Irrevocability of Elections**

Unless an exception applies (as described in Article XII), a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

## ARTICLE V. Benefits Offered and Method of Funding

### 5.1 Benefits Offered

When first eligible or during the Open Enrollment Period as described under Article IV, Participants will be given the opportunity to elect one or more of the following Benefits:

- (a) Premium Payment Benefits, as described in Article VI;
- (b) Health FSA Benefits, as described in Article VII; and
- (c) DCAP Benefits, as described in Article IX.

In no event shall Benefits under the Plan be provided in the form of deferred compensation.

### 5.2 Employer and Participant Contributions

(a) Employer Contributions. For Participants who elect Medical Insurance Benefits described in Article VI, the Employer will contribute a portion of the Contributions as provided in the open enrollment materials furnished to Employees and/or on the Election Form/Salary Reduction Agreement. There are no Employer contributions for Health FSA Benefits, or DCAP Benefits.

(b) Participant Contributions. Participants who elect any of the Medical Insurance Benefits described in Article VI may pay for the cost of that coverage on a pre-tax Salary Reduction basis by completing an Election Form/Salary Reduction Agreement. Participants who elect Health FSA Benefits, or DCAP Benefits must pay for the cost of that coverage on a pre-tax Salary Reduction basis by completing an Election Form/Salary Reduction Agreement.

### 5.3 Using Salary Reductions to Make Contributions

(a) Salary Reductions per Pay Period. The Salary Reduction for a pay period for a Participant is, for the Benefits elected, an amount equal to (1) the annual Contributions for such Benefits (as described in Section 6.2 for Premium Payment Benefits, Section 7.2 for Health FSA Benefits, and Section 9.2 for DCAP Benefits, as applicable), divided by the number of pay periods in the Period of Coverage; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage in reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate). If a Participant increases his or her election under the Health FSA Component, or DCAP Component to the extent permitted under Section 12.3, the Salary Reductions per pay period will be, for the Benefits affected, an amount equal to (1) the new reimbursement limit elected pursuant to Section 12.3, less the Salary Reductions made prior to such election change, divided by the number of pay periods in the balance of the Period of Coverage commencing with the election change; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage of reducible Compensation, amounts withheld and the benefits to which Salary Reductions are applied may fluctuate).

(b) Considered Employer Contributions for Certain Purposes. Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits, Health FSA Benefits, and the DCAP Benefits and, for the purposes of this Plan and the Code, are considered to be Employer contributions.

(c) Salary Reduction Balance Upon Termination of Coverage. If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.



## 5.4 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make Benefit payments on its behalf. The maximum contribution that may be made under this Plan for a Participant is the total of the maximums that may be elected (a) as Employer and Participant Contributions for Premium Payment Benefits, as described in Section 6.2; and (b) as described under Section 7.4(b) for Health FSA Benefits, and Section 9.4(b) for DCAP Benefits.

## ARTICLE VI. Premium Payment Component

### 6.1 Benefits

The Premium Payment Component offers benefits under the Medical Insurance Plan, providing major medical benefits, and the Vision, Dental and Long-Term Disability Insurance Plans. Notwithstanding any other provision in this Plan, the Medical, Vision, Dental, and Long-Term Disability Insurance Benefits are subject to the terms and conditions of the Medical, Vision, and Dental Insurance Plans, and no changes can be made with respect to such Medical, Vision, Dental, and Long-Term Disability Insurance Benefits under this Plan (such as midyear changes in election) if such changes are not permitted under the applicable Insurance Plan. An Eligible Employee can elect benefits under the Premium Payment Component by electing to pay for his or her share of the Contributions for Medical, Vision, Dental, and/or Long-Term Disability Insurance Benefits on a pre-tax Salary Reduction basis (Premium Payment Benefits). Unless an exception applies (as described in Article XII), such election is irrevocable for the duration of the Period of Coverage to which it relates. A Participant's Salary Reductions during a Plan Year under the Premium Payment Component may be applied by the Employer to pay the Participant's share of the Contributions for Medical, Vision, Dental, and/or Long-Term Disability Insurance Benefits that are provided to the Participant during the period that begins immediately following the close of that Plan Year and ends on the day that is 2 months plus 15 days following the close of that Plan Year.

### 6.2 Contributions for Cost of Coverage

The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier.

### 6.3 Benefits Provided Under the Medical, Vision, Dental, and Long-Term Disability Insurance Plans

Medical, Vision, Dental, and Long-Term Disability Insurance Benefits will be provided by the Medical, Vision, Dental, and Long-Term Disability Insurance Plans, not this Plan. The types and amounts of Medical, Vision, Dental, and Long-Term Disability Insurance Benefits, the requirements for participating in the Medical, Vision, Dental, and Long-Term Disability Insurance Plans, and the other terms and conditions of coverage and benefits of the Medical, Vision, Dental, and Long-Term Disability Insurance Plans are set forth in the Medical, Vision, and Dental Insurance Plans. All claims to receive benefits under the Medical, Vision, Dental, and Long-Term Disability Insurance Plans shall be subject to and governed by the terms and conditions of the Medical, Vision, Dental, and Long-Term Disability Insurance Plans and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

### 6.4 Medical, Vision, and Dental Benefits; COBRA

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Medical, Vision, and/or Dental Insurance Benefits because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA), shall be given the opportunity to continue on a self-pay basis the same coverage that he or she

had under the Medical, Vision, and/or Dental Insurance Plans the day before the qualifying event for the periods prescribed by COBRA. Such continuation coverage shall be subject to all conditions and limitations under COBRA.

Contributions for COBRA coverage for Medical, Vision, and Dental Insurance Benefits shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

## ARTICLE VII. Health FSA Component

### 7.1 Health FSA Benefits

An Eligible Employee can elect to participate in the Health FSA Component by electing (a) to receive benefits in the form of reimbursements for Medical Care Expenses under the Health FSA described in Section 7.3(b) (Health FSA Benefits); and (b) to pay the Contribution for such Health FSA Benefits on a pre-tax Salary Reduction basis. Unless an exception applies (as described in Article XII), any such election is irrevocable for the duration of the Period of Coverage to which it relates. Notwithstanding any other provision of this Plan, an Eligible Employee shall not be eligible for the Health FSA Component unless he or she is also eligible for the Medical Insurance Plan.

### 7.2 Contributions for Cost of Coverage of Health FSA Benefits

The annual Contribution for a Participant's Health FSA Benefits is equal to the annual benefit amount elected by the Participant, subject to the dollar limits set forth in Section 7.4(b).

### 7.3 Eligible Medical Care Expenses for Health FSA

Under the Health FSA Component, a Participant may receive reimbursement for Medical Care Expenses incurred during the Period of Coverage for which an election is in force.

(a) Incurred. A Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished and not when the Participant is formally billed for, is charged for, or pays for the medical care.

(b) Medical Care Expenses. "Medical Care Expenses" means expenses incurred by a Participant or his or her Spouse or Dependents for medical care, as defined in Code §213(d), but only to the extent that the expense has not been reimbursed through insurance or otherwise. If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Medical, Vision, Dental, and Long-Term Disability Insurance Plan imposes co-payment or deductible limitations), then the Health FSA can reimburse the remaining portion of such Medical Care Expense if it otherwise meets the requirements of this Article VII. Notwithstanding the foregoing, the term Medical Care Expenses does not include:

- (1) premium payments for other health coverage, including but not limited to health insurance premiums for any other plan (whether or not sponsored by the Employer);
- (2) medicines or drugs, unless the medicine or drug is a prescribed drug (determined without regard to whether the medicine or drug is available without a prescription) or is insulin (for this purpose, the Plan Administrator shall have sole discretion to determine, on a uniform and consistent basis, whether a particular item is a medicine or drug and whether the requirement of a prescription has been satisfied);
- (3) cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease (for this purpose, "cosmetic surgery" means any procedure that is directed at improving the patient's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease); or
- (4) any other expense excluded under Appendix B or otherwise under the terms of this Plan.

The Plan Administrator may promulgate procedures regarding the eligibility of various expenses for reimbursement as Medical Care Expenses and may limit reimbursement of expenses described in such procedures.

#### 7.4 Maximum and Minimum Benefits for Health FSA

(a) Maximum Reimbursement Available; Uniform Coverage. The maximum dollar amount elected by the Participant for reimbursement of Medical Care Expenses incurred during a Period of Coverage (reduced by prior reimbursements during the Period of Coverage) shall be available at all times during the Period of Coverage, regardless of the actual amounts credited to the Participant's Health FSA Account pursuant to Section 7.5. Notwithstanding the foregoing, no reimbursements will be available for Medical Care Expenses incurred after participation in this Plan has terminated, unless the Participant has elected COBRA as provided in Section 7.8. Payment shall be made to the Participant in cash as reimbursement for Medical Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this Article VII have been satisfied.

(b) Maximum and Minimum Dollar Limits. The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Medical Care Expenses incurred in any Period of Coverage shall be \$2,700, subject to Sections 7.4(c) and 7.5(c). Reimbursements due for Medical Care Expenses incurred by the Participant's Spouse or Dependents shall be charged against the Participant's Health FSA Account.

(c) Changes; No Proration. For Plan Years beginning after 2019, the maximum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Election Form/Salary Reduction Agreement or another document, provided that the maximum dollar limit shall not exceed the maximum amount permitted under Code §125(i). If a Participant enters the Health FSA Component midyear or wishes to increase his or her election midyear as permitted under Section 12.3, then there will be no proration rule—i.e., the Participant may elect coverage up to the maximum dollar limit or may increase coverage to the maximum dollar limit, as applicable. Notwithstanding the foregoing, the Plan Administrator may limit the elections of a Participant who is terminated and rehired during the same Plan Year to the extent necessary to comply with the requirements of Code §125(i).

(d) Effect on Maximum Benefits If Election Change Permitted. Any change in an election under Article XII (other than under Section 12.3(c) for FMLA leave) that increases contributions to the Health FSA Component also will change the maximum reimbursement benefits for the balance of the Period of Coverage commencing with the election change. Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding (1) the contributions (if any) made by the Participant as of the end of the portion of the Period of Coverage immediately preceding the change in election, to (2) the total contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the Health FSA Account, reduced by (3) all reimbursements made during the entire Period of Coverage. Any change in an election under Section 12.3(c) for FMLA leave will change the maximum reimbursement benefits in accordance with the regulations governing the effect of the FMLA on the operation of cafeteria plans.

(e) Monthly Limits on Reimbursing OTC Drugs. Only reasonable quantities of over-the-counter (OTC) drugs or medicines of the same kind may be reimbursed from a Participant's Health FSA Account in a single calendar month (even assuming that the drug otherwise meets the requirements of this Article VII, including that it has been prescribed (unless it is insulin) and is for medical care under Code §213(d)); stockpiling is not permitted.

#### 7.5 Establishment of Health FSA Account

The Plan Administrator will establish and maintain a Health FSA Account with respect to each Participant for each Plan Year or other Period of Coverage for which the Participant elects to participate in the Health FSA Component, but it will not create a separate fund or otherwise segregate assets for this purpose. The Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and determining forfeitures under Section 7.6.

(a) **Crediting of Accounts.** A Participant's Health FSA Account for a Plan Year or other Period of Coverage will be credited periodically during such period with an amount equal to the Participant's Salary Reductions elected to be allocated to such Account.

(b) **Debiting of Accounts.** A Participant's Health FSA Account for a Plan Year or other Period of Coverage will be debited for any reimbursement of Medical Care Expenses incurred during such period.

(c) **Available Amount Not Based on Credited Amount.** As described in Section 7.4, the amount available for reimbursement of Medical Care Expenses is the Participant's annual benefit amount, reduced by prior reimbursements for Medical Care Expenses incurred during the Plan Year or other Period of Coverage; it is not based on the amount credited to the Health FSA Account at a particular point in time. Thus, a Participant's Health FSA Account may have a negative balance during a Plan Year or other Period of Coverage, but the aggregate amount of reimbursement shall in no event exceed the maximum dollar amount elected by the Participant under this Plan.

## 7.6 Forfeiture of Health FSA Accounts; Use-or-Lose Rule

(a) **Use-or-Lose Rule.** If any balance remains in the Participant's Health FSA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Medical Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance.

(b) **Use of Forfeitures.** All forfeitures under this Plan shall be used as follows: first, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements (i.e., providing Health FSA Benefits) with respect to all Participants in excess of the Contributions paid by such Participants through Salary Reductions; second, to reduce the cost of administering the Health FSA Component during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and third, to provide increased benefits or compensation to Participants in subsequent years in any weighted or uniform fashion that the Plan Administrator deems appropriate, consistent with applicable regulations. In addition, any Health FSA Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Medical Care Expense was incurred shall be forfeited and applied as described above.

## 7.7 Reimbursement Claims Procedure for Health FSA

(a) **Timing.** Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical Care Expenses (if the Plan Administrator approves the claim), or the Plan Administrator will notify the Participant that his or her claim has been denied. This time period may be extended by an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete the previously incomplete reimbursement claim.

(b) **Claims Substantiation.** A Participant who has elected to receive Health FSA Benefits for a Period of Coverage may apply for reimbursement by submitting a request in writing to the Plan Administrator in such form as the Plan Administrator may prescribe, by no later than the December 15th following the close of the Plan Year in which the Medical Care Expense was incurred setting forth:

- the person(s) on whose behalf Medical Care Expenses have been incurred;
- the nature and date of the Expenses so incurred;
- the amount of the requested reimbursement;
- a statement that such Expenses have not otherwise been reimbursed and that the Participant will not seek reimbursement through any other source; and

- other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise (e.g., a statement from a medical practitioner that the expense is to treat a specific medical condition, documentation that a medicine or drug was prescribed, or a more detailed certification from the Participant).

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Medical Care Expenses have been incurred and showing the amounts of such Expenses, along with any additional documentation that the Plan Administrator may request. If the Health FSA is accessible by an electronic payment card (e.g., debit card, credit card, or similar arrangement), the Participant will be required to comply with substantiation procedures established by the Plan Administrator in accordance with Section 7.10 and applicable IRS guidance regarding electronic payment card programs.

(c) Claims Denied. For reimbursement claims that are denied, see the appeals procedure in Article XIII.

(d) Claims Ordering; No Reprocessing. All claims for reimbursement under the Health FSA Component will be paid in the order in which they are approved. Once paid, a claim will not be reprocessed or otherwise recharacterized solely for the purpose of paying it (or treating it as paid) from amounts attributable to a different Plan Year or Period of Coverage.

### **7.8 Reimbursements From Health FSA After Termination of Participation; COBRA**

When a Participant ceases to be a Participant under Section 3.2, the Participant's Salary Reductions and election to participate will terminate. Except as otherwise provided in this Section 7.8, the Participant will not be able to receive reimbursements for Medical Care Expenses incurred after the end of the day on which the Participant's employment terminates or the Participant otherwise ceases to be eligible.

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Health FSA Component because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA) shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Health FSA Component the day before the qualifying event for the periods prescribed by COBRA. Specifically, such individuals will be eligible for COBRA continuation coverage only if, under Section 7.5, they have a positive Health FSA Account balance at the time of a COBRA qualifying event (taking into account all claims submitted before the date of the qualifying event). Such individuals will be notified if they are eligible for COBRA continuation coverage. If COBRA is elected, it will be available only for the remainder of the Plan Year in which the qualifying event occurs; such COBRA coverage for the Health FSA Component will cease at the end of the Plan Year and cannot be continued for the next Plan Year. Such continuation coverage shall be subject to all conditions and limitations under COBRA, except that it shall not be terminated early for after-acquired group health coverage or Medicare entitlement.

Contributions for coverage for Health FSA Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction of hours or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Health FSA Benefits shall be paid on an after-tax basis (unless permitted otherwise by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

### **7.9 Named Fiduciary for Health FSA**

The Board of Trustees of the Nebraska State Colleges is the named fiduciary for the Health FSA Component.

## 7.10 Electronic Payment Cards

If the Employer allows the Health FSA to be accessed by an electronic payment card (e.g., debit card, credit card, or similar arrangement), Participants will be required to comply with substantiation procedures established by the Plan Administrator in accordance with applicable IRS guidance regarding electronic payment card programs. In addition, the following provisions shall apply:

(a) Initial and Periodic Certification. Before receiving an electronic payment card, a Participant must certify that he or she will only use the card to pay for Medical Care Expenses, will not use the card for expenses that have already been reimbursed, will not seek reimbursement under any other health plan for expenses paid for with the card, and will acquire and keep sufficient documentation (see subsection (d) below) for expenses paid with the card. The Participant must also agree to abide by any other the terms and conditions of the card program as set forth herein and in any cardholder agreement issued in conjunction with the card, including but not limited to payment of any fees for participation in the card program and the Plan's right to recoup improper card payments by withholding amounts from Compensation and offsetting against other Health FSA claims. The Participant must reaffirm these agreements during each subsequent Open Enrollment Period in order for the card to remain activated. In addition, these agreements are reaffirmed each time the Participant uses the card. Failure to abide by these agreements may result in deactivation of the card.

(b) Deactivation of Card. A Participant's card will be deactivated when participation in the Health FSA ceases or at other times as set forth herein (e.g., for failure to comply with the Plan's substantiation and recoupment procedures). A Participant whose card has been deactivated must request reimbursement for Medical Care Expenses through other methods (e.g., by submitting paper claims).

(c) Merchants; Card Use. Card use is limited to eligible merchants as provided in applicable IRS guidance and as further identified by the Plan Administrator or its designee. The card's debit balance (or credit limit, as applicable) must be limited to the amount of the Participant's available reimbursement as described in Section 7.4. Each time the card is swiped, the Participant certifies to the Plan that the expense for which payment under the Health FSA is being made is a Medical Care Expense that has not already been reimbursed from another source and that reimbursement for the expense will not be sought from another source. Use of a card to pay for a service or product is not considered to be a claim for benefits under the Plan; a claim does not arise until a paper or electronic reimbursement request is submitted.

(d) Documentation. For each expense that is paid with the card, the Participant must obtain and retain a bill, invoice, or other statement from the merchant describing the service or product, the date of the service or sale, and the amount of the expense. The documentation must be retained until the close of the Plan Year following the Plan Year in which the card transaction occurred. If the Participant is asked to provide the documentation to the Plan, he or she must do so within the period specified in the request. A Participant who is unable to provide adequate or timely substantiation upon request from the Plan must repay the Plan for the unsubstantiated expense. In addition, the Participant's card may be deactivated.

(e) Correction of Improper Payments. Participants must repay the Plan for any improper payments that are made with their cards. Improper payments may be recouped in accordance with applicable IRS guidance. If the Plan is unable to recoup an improper payment, the Employer will treat the payment as it would treat any other business indebtedness. If the debt is not collected and the Employer forgives the indebtedness, the payment will be treated as wages in the year in which the indebtedness was forgiven.

### ARTICLE VIII. RESERVED

### ARTICLE IX. DCAP Component

#### 9.1 DCAP Benefits

An Eligible Employee can elect to participate in the DCAP Component by electing to receive benefits in the form of reimbursements for Dependent Care Expenses and to pay the Contribution for such benefits on a pre-tax Salary Reduction basis. Unless an exception applies (as described in Article XII), such election of DCAP Benefits is irrevocable for the duration of the Period of Coverage to which it relates.

## 9.2 Contributions for Cost of Coverage for DCAP Benefits

The annual Contribution for a Participant's DCAP Benefits is equal to the annual benefit amount elected by the Participant, subject to the dollar limits set forth in Section 9.4(b). (For example, if the maximum \$5,000 annual benefit amount is elected, then the annual Contribution amount is also \$5,000.)

## 9.3 Eligible Dependent Care Expenses

Under the DCAP Component, a Participant may receive reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which an election is in force.

(a) Incurred. A Dependent Care Expense is incurred at the time the Qualifying Dependent Care Services giving rise to the expense is furnished, not when the Participant is formally billed for, is charged for, or pays for the Qualifying Dependent Care Services (e.g., services rendered for the month of June are not fully incurred until June 30 and cannot be reimbursed in full until then).

(b) Dependent Care Expenses. "Dependent Care Expenses" are expenses that are considered to be employment-related expenses under Code §21(b)(2) (relating to expenses for the care of a Qualifying Individual necessary for gainful employment of the Employee and Spouse, if any, and expenses for incidental household services), if paid for by the Eligible Employee to obtain Qualifying Dependent Care Services—provided, however, that this term shall not include any expenses for which the Participant or other person incurring the expense is reimbursed for the expense through insurance or any other plan. If only a portion of a Dependent Care Expense has been reimbursed elsewhere (e.g., because the Spouse's DCAP imposes maximum benefit limitations), the DCAP can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Article IX.

(c) Qualifying Dependent Care Services. "Qualifying Dependent Care Services" means services that: (1) relate to the care of a Qualifying Individual that enable the Participant and his or her Spouse to remain gainfully employed after the date of participation in the DCAP Component and during the Period of Coverage; and (2) are performed—

- in the Participant's home; or
- outside the Participant's home for (1) the care of a Participant's qualifying child who is under age 13; or (2) the care of any other Qualifying Individual who regularly spends at least eight hours per day in the Participant's household. In addition, if the expenses are incurred for services provided by a dependent care center (i.e., a facility (including a day camp) that provides care for more than six individuals (other than individuals residing at the facility) on a regular basis and receives a fee, payment, or grant for such services), then the center must comply with all applicable state and local laws and regulations.

(d) Exclusion. Dependent Care Expenses do not include amounts paid to:

- an individual with respect to whom a personal exemption is allowable under Code §151(c) to a Participant or his or her Spouse;
- a Participant's Spouse;
- a Participant's child (as defined in Code §152(f)(1)) who is under 19 years of age at the end of the year in which the expenses were incurred; or
- a parent of a Participant's under age 13 qualifying child as defined in Code §152(a)(1) (e.g., a former spouse who is the child's noncustodial parent).

## 9.4 Maximum and Minimum Benefits for DCAP

(a) Maximum Reimbursement Available. The maximum dollar amount elected by the Participant for reimbursement of Dependent Care Expenses incurred during a Period of Coverage (reduced by prior

reimbursements during the Period of Coverage) shall only be available during the Period of Coverage to the extent of the actual amounts credited to the Participant's DCAP Account pursuant to Section 9.5. (No reimbursement will be made to the extent that such reimbursement would exceed the balance in the Participant's Account (that is, the year-to-date amount that has been withheld from the Participant's Compensation for reimbursement for Dependent Care Expenses for the Period of Coverage, less any prior reimbursements).) Payment shall be made to the Participant in cash as reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this Article IX have been satisfied.

(b) Maximum and Minimum Dollar Limits. The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be \$5,000 or, if lower, the maximum amount that the Participant has reason to believe will be excludable from his or her income at the time the election is made as a result of the applicable statutory limit for the Participant. The applicable statutory limit for a Participant is the smallest of the following amounts:

- the Participant's Earned Income for the calendar year;
- the Earned Income of the Participant's Spouse for the calendar year (for this purpose, a Spouse will be deemed to have earned income of at least \$250 (\$500 if the Participant has two or more Qualifying Individuals) for each month in which the Spouse is either (1) physically or mentally incapable of self-care (provided that the Spouse must have the same principal place of abode as the Participant for more than one-half of such year), or (2) a Student); or
- either \$5,000 or \$2,500 for the calendar year, as applicable:

(1) \$5,000 for the calendar year if one of the following applies:

- the Participant is married and files a joint federal income tax return;
- the Participant is married, files a separate federal income tax return, and meets the following conditions: (1) the Participant maintains as his or her home a household that constitutes (for more than half of the taxable year) the principal abode of a Qualifying Individual (i.e., the Dependent for whom the Participant is eligible to receive reimbursements under the DCAP); (2) the Participant furnishes over half of the cost of maintaining such household during the taxable year; and (3) during the last six months of the taxable year, the Participant's Spouse is not a member of such household; or
- the Participant is single or is the head of the household for federal income tax purposes; or

(2) \$2,500 for the calendar year if the Participant is married and files a separate federal income tax return under circumstances other than those described above.

(c) Changes; No Proration. For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Election Form/Salary Reduction Agreement or another document. If a Participant enters the DCAP Component midyear or wishes to increase his or her election midyear as permitted under Section 12.3, then there will be no proration rule—i.e., the Participant may elect coverage up to the maximum dollar limit or may increase coverage up to the maximum dollar limit, as applicable.

(d) Effect on Maximum Benefits If Election Change Permitted. Any change in an election under Article XII affecting annual contributions to the DCAP Component also will change the maximum reimbursement benefits for the balance of the Period of Coverage (commencing with the election change), as further limited by Sections 9.4(a) and (b). Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding (1) the contributions, if any, made by the Participant as of the end of the portion of the Period of Coverage immediately preceding the change in election, to (2) the total contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the DCAP Account, reduced by (3) reimbursements during the Period of Coverage.



## 9.5 Establishment of DCAP Account

The Plan Administrator will establish and maintain a DCAP Account with respect to each Participant who has elected to participate in the DCAP Component, but it will not create a separate fund or otherwise segregate assets for this purpose. The Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and determining forfeitures under Section 9.6.

(a) **Crediting of Accounts.** A Participant's DCAP Account will be credited periodically during each Period of Coverage with an amount equal to the Participant's Salary Reductions elected to be allocated to such Account.

(b) **Debiting of Accounts.** A Participant's DCAP Account will be debited during each Period of Coverage for any reimbursement of Dependent Care Expenses incurred during the Period of Coverage.

(c) **Available Amount Is Based on Credited Amount.** As described in Section 9.4, the amount available for reimbursement of Dependent Care Expenses may not exceed the year-to-date amount credited to the Participant's DCAP Account, less any prior reimbursements for Dependent Care Expenses incurred during the Plan Year--i.e., it is based on the amount credited to the DCAP Account at a particular point in time. Thus, a Participant's DCAP Account may not have a negative balance.

## 9.6 Forfeiture of DCAP Accounts; Use-It-or-Lose-It Rule

If any balance remains in the Participant's DCAP Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Dependent Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance. All forfeitures under this Plan shall be used as follows: first, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements (i.e., providing DCAP Benefits) with respect to all Participants in excess of the Contributions paid by such Participants through Salary Reductions; second, to reduce the cost of administering the DCAP during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and third, to provide increased benefits or compensation to Participants in subsequent years in any weighted or uniform fashion the Plan Administrator deems appropriate, consistent with applicable regulations. In addition, any DCAP Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Dependent Care Expense was incurred shall be forfeited and applied as described above.

## 9.7 Reimbursement Claims Procedure for DCAP

(a) **Timing.** Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Dependent Care Expenses (if the Plan Administrator approves the claim), or the Plan Administrator will notify the Participant that his or her claim has been denied. This time period may be extended by an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete the previously incomplete reimbursement claim.

(b) **Claims Substantiation.** A Participant who has elected to receive DCAP Benefits for a Period of Coverage may apply for reimbursement by submitting a request for reimbursement in writing to the Plan Administrator in such form as the Plan Administrator may prescribe, by no later than the December 15 following the close of the Plan Year in which the Dependent Care Expense was incurred (except for a Participant who ceases to be eligible to participate, as described in Section 9.8), setting forth:

- the person(s) on whose behalf Dependent Care Expenses have been incurred;
- the nature and date of the Expenses so incurred;
- the amount of the requested reimbursement;

- the name of the person, organization, or entity to whom the Expense was or is to be paid, and taxpayer identification number (Social Security number, if the recipient is a person);
- a statement that such Expenses have not otherwise been reimbursed and that the Participant will not seek reimbursement through any other source;
- the Participant's certification that he or she has no reason to believe that the reimbursement requested, added to his or her other reimbursements to date for Dependent Care Expenses incurred during the same calendar year, will exceed the applicable statutory limit for the Participant as described in Section 9.4(b); and
- other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise (e.g., a more detailed certification from the Participant).

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Dependent Care Expenses have been incurred and showing the amounts of such Expenses, along with any additional documentation that the Plan Administrator may request.

(c) Claims Denied. For reimbursement claims that are denied, see the appeals procedure in Article XIII.

### **9.8 Reimbursements From DCAP After Termination of Participation**

When a Participant ceases to be a Participant under Section 3.2, the Participant's Salary Reductions and election to participate will terminate. The Participant may receive reimbursements for Dependent Care Expenses incurred after the end of the day on which the Participant's employment terminates but before the end of the plan year, as long as such expenses are employment-related. However, the Participant may not make any further contributions to the DCAP account after termination of Participation and any unused amounts remaining in the DCAP account at the end of the plan year will be forfeited.

In addition, such Participant (or the Participant's estate) may claim reimbursement for any Dependent Care Expenses incurred during the Period of Coverage prior to the date that the Participant ceases to be eligible, provided that the Participant (or the Participant's estate) files a claim no later than December 15th following the close of the Plan Year in which the expenses were incurred.

### **9.9 Report to DCAP Participants**

On or before January 31 of each year, the Plan Administrator shall furnish to each Participant who has received reimbursement for Dependent Care Expenses during the prior calendar year a written statement showing the Dependent Care Expenses paid during such year with respect to the Participant, or showing the Salary Reductions for the year for the DCAP Component, as the Plan Administrator deems appropriate.

## **ARTICLE X. HIPAA Provisions for Health FSA**

### **10.1 General**

As a HIPAA Health Plan, the Health FSA shall comply with the standards for privacy of protected health information as set forth in the Privacy Rule, the security standards for the protection of Electronic PHI as set forth in the Security Rule, and the notification requirements for Breaches of Unsecured PHI under the Breach Notification Rule.

### **10.2 Definitions**

For purposes of this Article, the following definitions shall apply:

(a) "Breach" shall mean the acquisition, access, use, or disclosure of an individual's PHI in a manner not permitted under the Privacy Rule. A Breach shall be presumed unless the Plan determines there is a low probability that the PHI has been compromised. A Breach does not include: (1) an unintentional acquisition,

access, or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access, or use was in good faith and within the scope of authority and does not result in a further impermissible use or disclosure; (2) an inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI at the same covered entity or business associate or organized health care arrangement, and the information received is not further used or disclosed in a manner not permitted under the Privacy Rule; or (3) a disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(b) “Breach Notification Rule” means the regulations issued under HIPAA set forth in subpart D of 45 CFR Part 164.

(c) “Electronic Protected Health Information” or “Electronic PHI” means PHI that is transmitted by or maintained in electronic media.

(d) “Health Care Operations” is as defined under 45 CFR §160.501.

(e) “HIPAA Health Plan,” as defined under 45 CFR §160.103, means an individual or group plan that provides, or pays the cost of, medical care, and includes those plans and arrangements listed in 45 CFR §160.103.

(f) “Payment” is as defined under 45 CFR §160.501, and means activities undertaken by a HIPAA Health Plan to obtain contributions or to determine or fulfill its responsibility for coverage and provision of benefits, or to obtain or provide reimbursement for the provision of health care.

(g) “Privacy Policy” means the Employer HIPAA Privacy Policy.

(h) “Privacy Rule” means the regulations issued under HIPAA set forth in subpart E of 45 CFR Part 164.

(i) “Protected Health Information” or “PHI” means individually identifiable health information that (1) relates to the past, present, or future physical or mental condition of a current or former Participant, Spouse, or Dependent, provision of health care to a Participant, Spouse, or Dependent, or payment for such health care; (2) can either identify the Participant, Spouse, or Dependent, or there is a reasonable basis to believe the information can be used to identify the Participant, Spouse, or Dependent; and (3) is received or created by or on behalf of the Health FSA.

(j) “Responsible Employee” means an employee (including a contract, temporary, or leased employee) of the Health FSA or of the Employer whose duties (1) require that the employee have access to PHI for purposes of Payment or Health Care Operations; or (2) make it likely that the employee will receive or have access to PHI. Persons designated as Responsible Employees are described in Section 10.3. A Responsible Employee shall also include any other employee (other than a designated Responsible Employee) who creates or receives PHI on behalf of a Health FSA, even though the employee’s duties do not (or are not expected to) include creating or receiving PHI. Responsible Employees are within the Employer’s HIPAA firewall when they perform Health FSA functions.

(k) “Security Incident,” as defined under 45 CFR §164.304, means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(l) “Security Rule” means the regulations issued under HIPAA set forth in subpart C of 45 CFR Part 164.

### 10.3 Responsible Employees

Only Responsible Employees shall be permitted to use, disclose, create, receive, access, maintain, or transmit PHI or Electronic PHI on behalf of a Health FSA. The use or disclosure of PHI or Electronic PHI by Responsible Employees shall be restricted to the Health FSA administration functions that the Employer performs on behalf of a Health FSA pursuant to Section 10.4.

(a) Employer employees who perform the following functions on behalf of the Health FSA are Responsible Employees: (1) claims determination and processing functions; (2) Health FSA vendor relations functions; (3) benefits education and information functions; (4) Health FSA administration activities; (5) legal department activities; (6) Health FSA compliance activities; (7) information systems support activities; (8) internal audit functions; and (9) human resources functions.

(b) In addition to those individuals described in subsection (a), the Health FSA HIPAA privacy officer and security official, and Employer employees to whom the Health FSA HIPAA privacy officer and security official have delegated any of the following responsibilities, shall also be Responsible Employees: (1) implementation, interpretation, and amendment of the Privacy Policy; (2) Privacy Rule, Breach Notification Rule, or Security Rule training for Employer employees; (3) investigation of and response to complaints by Participants, Spouses, Dependents, and/or employees; (4) preparation, maintenance, and distribution of the health FSA's privacy notice; (5) response to requests by Participants, Spouses, or Dependents to inspect or copy PHI; (6) response to requests by Participants, Spouses, or Dependents to restrict the use or disclosure of their PHI; (7) response to requests by Participants, Spouses, or Dependents to receive communications of their PHI by alternate means or in an alternate manner; (8) amendment and response to requests to amend the PHI of Participants, Spouses, or Dependents; (9) response to requests by Participants, Spouses, or Dependents for an accounting of disclosures of their PHI; (10) response to requests for information by the Department of Health and Human Services; (11) approval of disclosures to law enforcement or to the military for government purposes; (12) maintenance of records and other documentation required by the Privacy Rule, Breach Notification Rule, or Security Rule; (13) negotiation of Privacy Rule, Breach Notification Rule, and Security Rule provisions and/or reasonable security provisions into contracts with third-party service providers; (14) maintenance of Health FSA PHI or Electronic PHI security documentation; or (15) approval of access to Electronic PHI by Participants, Spouses, or Dependents.

#### 10.4 Permitted Uses and Disclosures

Responsible Employees may access, request, receive, use, disclose, create, and/or transmit PHI only to perform certain permitted and required functions on behalf of the Health FSA, consistent with the Privacy Policy. This includes:

- (a) uses and disclosures for the Health FSA's own Payment and Health Care Operations functions;
- (b) uses and disclosures for another HIPAA Health Plan's Payment and Health Care Operations functions;
- (c) disclosures to a health care provider, as defined under 45 CFR §160.103, for the health care provider's treatment activities;
- (d) disclosures to the Employer, acting in its role as Plan sponsor, of (1) summary health information for purposes of obtaining health insurance coverage or premium bids for HIPAA Health Plans or for making decisions to modify, amend, or terminate a HIPAA Health Plan; or (2) enrollment or disenrollment information;
- (e) disclosures of a Participant's, Spouse's, or Dependent's PHI to the Participant or the Dependent or his or her personal representative, as defined under 45 CFR §164.502(g);
- (f) disclosures to a Participant's, Spouse's, or Dependent's family members or friends involved in the Participant's, Spouse's, or Dependent's health care or payment for the Participant's, Spouse's, or Dependent's health care, or to notify a Participant's, Spouse's, or Dependent's family in the event of an emergency or disaster relief situation;
- (g) uses and disclosures to comply with workers' compensation laws;
- (h) uses and disclosures for legal and law-enforcement purposes, such as to comply with a court order;
- (i) disclosures to the Secretary of Health and Human Services to demonstrate the Health FSA's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;

- (j) uses and disclosures for other governmental purposes, such as for national security purposes;
- (k) uses and disclosures for certain health and safety purposes, such as to prevent or lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or relating to a claim for public benefits or services;
- (l) uses and disclosures to identify a decedent or cause of death, or for tissue-donation purposes;
- (m) uses and disclosures required by other applicable laws; and
- (n) uses and disclosures pursuant to the Participant's authorization that satisfies the requirements of 45 CFR §164.508.

### 10.5 Prohibited Uses and Disclosures

Notwithstanding anything in the Plan to the contrary, use or disclosure of Protected Health Information is prohibited in the following situations.

- (a) Genetic Information. Use or disclosure of Protected Health Information that is Genetic Information about an individual for underwriting purposes shall not be a permitted use or disclosure. The term "underwriting purposes" includes determining eligibility or benefits, computation of premium or contribution amounts, or the creation, renewal, or replacement of a contract of health insurance.
- (b) Employment-Related Actions. Use or disclosure of Protected Health Information for the purpose of employment-related actions or decisions shall not be a permitted use or disclosure.
- (c) Other Benefits. Use or disclosure of Protected Health Information in connection with any other benefit or employee benefit plan of the Employer, except as expressly permitted in Section 10.4, shall not be a permitted use or disclosure.

### 10.6 Certification Requirement

The Health FSA shall disclose PHI, including Electronic PHI, to Responsible Employees only upon receipt of a certification by the Employer that the Employer agrees:

- (a) not to use or further disclose PHI other than as permitted or required by this Article and the Privacy Policy or as required by law;
- (b) to take reasonable steps to ensure that any agents to whom the Employer provides PHI or Electronic PHI received from the Health FSA agree: (1) to the same restrictions and conditions that apply to the Employer with respect to such PHI; and (2) to implement reasonable and appropriate security measures to protect such Electronic PHI;
- (c) not to use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer other than another Health Plan;
- (d) to report to the Health FSA any use or disclosure of PHI, including Electronic PHI, that is inconsistent with the uses or disclosures described in Section 10.4, or any Security Incident, of which the Employer becomes aware;
- (e) to make available PHI for inspection and copying in accordance with 45 CFR §164.524;
- (f) to make available PHI for amendment, and to incorporate any amendments to PHI, in accordance with 45 CFR §164.526;
- (g) to make available PHI required to provide an accounting of disclosures in accordance with 45 CFR §164.528;

(h) to make its internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI, received on behalf of the Health FSA, available to the Secretary of Health and Human Services for purposes of determining compliance by the Health FSA with the Privacy Rule, the Breach Notification Rule, or the Security Rule;

(i) if feasible, to return or destroy all PHI and Electronic PHI received from the Health FSA that the Employer still maintains in any form and retain no copies of such PHI and Electronic PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of PHI and Electronic PHI infeasible;

(j) to take reasonable steps to ensure that there is adequate separation between the Health FSA and the Employer's activities in its role as Health FSA sponsor and employer, and that such adequate separation is supported by reasonable and appropriate security measures; and

(k) to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that the Employer creates, receives, maintains, or transmits on behalf of the FSA.

### 10.7 Mitigation

In the event of noncompliance with any of the provisions set forth in this Article:

(a) The HIPAA privacy officer or security official, as appropriate, shall address any complaint promptly and confidentially. The HIPAA privacy officer or security official, as appropriate, first will investigate the complaint and document the investigation efforts and findings.

(b) If PHI, including Electronic PHI, has been used or disclosed in violation of the Privacy Policy or inconsistent with this Article, the HIPAA privacy officer and/or the security official, as appropriate, shall take immediate steps to mitigate any harm caused by the violation and to minimize the possibility that such a violation will recur.

(c) If a Responsible Employee or other Employer employee is found to have violated the Privacy Policy and/or policy developed under the Security Rule, such personnel shall be subject to disciplinary action up to and including termination.

### 10.8 Breach Notification

Following the discovery of a Breach of unsecured PHI, the Health FSA shall notify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a Breach, in accordance with 45 CFR §164.404, and shall notify the Secretary of Health and Human Services in accordance with 45 CFR §164.408. For a breach of unsecured PHI involving more than 500 residents of a State or jurisdiction, the Health FSA shall notify the media in accordance with 45 CFR §164.406. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified in regulations or other guidance issued by the Secretary of Health and Human Services.

## ARTICLE XI. [Reserved]

## ARTICLE XII. Irrevocability of Elections; Exceptions

### 12.1 Irrevocability of Elections

Except as described in this Article XII, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

(a) participation in this Plan;

(b) Salary Reduction amounts; or

(c) election of particular Benefit Package Options (including the various Health FSA Options).

## 12.2 Procedure for Making New Election If Exception to Irrevocability Applies

(a) Timeframe for Making New Election. A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period under Section 3.2, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 12.3 (or within 60 days of the occurrence of an event described in Section 12.3(e)(3) or (4)), as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event. Notwithstanding the foregoing, a Change in Status (e.g., a divorce) that results in a beneficiary becoming ineligible for coverage under Medical, Vision, Dental, and Long-Term Disability Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.

(b) Effective Date of New Election. Elections made pursuant to this Section 12.2 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 12.3(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change request was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that any replacement coverage commences later).

(c) Effect of New Election Upon Amount of Benefits. For the effect of a changed election upon the maximum and minimum benefits under the Health FSA and DCAP Components, see Sections 7.4 and 9.4 respectively.

## 12.3 Events Permitting Exception to Irrevocability Rule for All Benefits

A Participant may change an election as described below upon the occurrence of the stated events for the applicable component of this Plan:

(a) Open Enrollment Period (Applies to Premium Payment, Health FSA, and DCAP Benefits). A Participant may change an election during the Open Enrollment Period in accordance with Section 3.2.

(b) Termination of Employment (Applies to Premium Payment, Health FSA, and DCAP Benefits). A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 3.3 and 3.4, as applicable.

(c) Leaves of Absence (Applies to Premium Payment, Health FSA, and DCAP Benefits). A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5.

(d) Change in Status (Applies to Premium Payment Benefits, Health FSA Benefits as Limited Below, and DCAP Benefits as Limited Below). A Participant may change his or her election under the Plan upon the occurrence of a Change in Status, but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

Election changes may not be made to reduce Health FSA coverage during a Period of Coverage; however, election changes may be made to cancel Health FSA coverage completely due to the occurrence of any of the following events: death of a Spouse, divorce, legal separation, or annulment; death of a Dependent; change in employment status such that the Participant becomes ineligible for Health FSA coverage; or a Dependent's ceasing to satisfy eligibility requirements for Health FSA coverage. Notwithstanding the foregoing, such cancellation will not become effective to the extent that it would reduce future contributions to the Health FSA to

a point where the total contributions for the Plan Year are less than the amount already reimbursed for the Plan Year.

The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. Assuming that the general consistency requirement is satisfied, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her election based on the specified Change in Status:

(1) Loss of Spouse or Dependent Eligibility; Special COBRA Rules. For a Change in Status involving a Participant's divorce, annulment, or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's plan because of a reduction of hours or because the Participant's Dependent ceases to satisfy the eligibility requirements for coverage (and the Participant remains a Participant under this Plan in accordance with Section 3.2), then the Participant may increase his or her election to pay for such coverage.

(2) Gain of Coverage Eligibility Under Another Employer's Plan. For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

(3) Special Consistency Rule for DCAP Benefits. With respect to the DCAP Benefits, a Participant may change or terminate his or her election upon a Change in Status if (a) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under an employer's plan; or (b) the election change is on account of and corresponds with a Change in Status that affects eligibility of Dependent Care Expenses for the tax exclusion under Code §129.

(e) HIPAA Special Enrollment Rights (Applies Only to Premium Payment Benefits for the Medical Insurance Plan). If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code §9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election (including, when required by HIPAA, an election to enroll in another benefit package under a group health plan), provided that the election change corresponds with such HIPAA special enrollment rights. As required by HIPAA, a special enrollment right will arise in the following circumstances:

(1) a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because: (1) the coverage was provided under COBRA, and the COBRA coverage was exhausted; or (2) the coverage was non-COBRA coverage, and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated;

(2) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption;

(3) the Participant's or Dependent's coverage under a Medicaid plan or state children's health insurance program is terminated as a result of loss of eligibility for such coverage; or



(4) the Participant or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's health insurance program with respect to coverage under the group health plan.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).

For purposes of Section 12.3(e)(1), the term "loss of eligibility" includes (but is not limited to) loss of eligibility due to legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction of hours, or any loss of eligibility for coverage that is measured with reference to any of the foregoing; loss of coverage offered through an HMO that does not provide benefits to individuals who do not reside, live, or work in the service area because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual), and in the case of HMO coverage in the group market, no other benefit package is available to the individual; a situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all benefits; and a situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual.

(f) Certain Judgments, Decrees, and Orders (Applies to Premium Payment and Health FSA Benefits, but Not to DCAP Benefits). If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health coverage (including an election for Health FSA Benefits) for a Participant's child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan, and such coverage is actually provided.

(g) Medicare and Medicaid (Applies to Premium Payment Benefits, to Health FSA Benefits as Limited Below, but Not to DCAP Benefits). If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid and/or the Participant's Health FSA coverage may be canceled (but not reduced). Notwithstanding the foregoing, such cancellation will not become effective to the extent that it would reduce future contributions to the Health FSA to a point where the total contributions for the Plan Year are less than the amount already reimbursed for the Plan Year. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility and/or the Participant's Health FSA coverage may commence or increase.

(h) Change in Cost (Applies to Premium Payment Benefits, to DCAP Benefits as Limited Below, but Not to Health FSA Benefits). For purposes of this Section 12.3(h), "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage. For purposes of this definition, (1) a health FSA is not similar coverage with respect to an accident or health plan that is not a health FSA; (2) an HMO and a PPO are considered to be similar coverage; and (3) coverage by another employer, such as a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.

(1) Increase or Decrease for Insignificant Cost Changes. Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will

automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.

(2) Significant Cost Increases. If the Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit Package Option(s) (such as the PPO for the Medical Insurance Plan) significantly increases during a Period of Coverage, then the Participant may (a) make a corresponding prospective increase in his or her elective contributions (by increasing Salary Reductions); (b) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option that provides similar coverage (such as an HMO, but not the Health FSA); or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.

(3) Significant Cost Decreases. If the Plan Administrator determines that the cost of any Benefit Package Option (such as the PPO for the Medical Insurance Plan) significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants enrolled in that Benefit Package Option may make a corresponding prospective decrease in their elective contributions (by decreasing Salary Reductions); (b) Participants who are enrolled in another Benefit Package Option (such as an HMO, but not the Health FSA) may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost (such as the PPO for the Medical Insurance Plan); or (c) Employees who are otherwise eligible under Section 3.1 may elect the Benefit Package Option that has decreased in cost (such as the PPO) on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

(4) Limitation on Change in Cost Provisions for DCAP Benefits. The above "Change in Cost" provisions (Sections 12.3(h)(1) through 12.3(h)(3)) apply to DCAP Benefits only if the cost change is imposed by a dependent care provider who is not a "relative" of the Employee. For this purpose, a relative is an individual who is related as described in Code §§152(d)(2)(A) through (G), incorporating the rules of Code §§152(f)(1) and 152(f)(4).

(i) Change in Coverage (Applies to Premium Payment and DCAP Benefits, but Not to Health FSA Benefits).

The definition of "similar coverage" under Section 12.3(h) applies also to this Section 12.3(i).

(1) Significant Curtailment. If coverage is "significantly curtailed" (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a "Loss of Coverage" (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is "significant," and whether a Loss of Coverage has occurred.

(a) Significant Curtailment Without Loss of Coverage. If the Plan Administrator determines that a Participant's coverage under a Benefit Package Option under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan, such as the PPO under the Medical Insurance Plan) during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO, but not the Health FSA). Coverage under a plan is deemed to be "significantly curtailed" only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.

(b) Significant Curtailment With a Loss of Coverage. If the Plan Administrator determines that a Participant's Benefit Package Option (such as the PPO under the Medical Insurance Plan)

coverage under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke his or her election for the affected coverage and may either prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO, but not the Health FSA) or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.

(c) Definition of Loss of Coverage. For purposes of this Section 12.3(i)(1), a "Loss of Coverage" means a complete loss of coverage (including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:

- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Insurance Plan or in an HMO);
- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
- any other similar fundamental loss of coverage.

(d) DCAP Coverage Changes. A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care service provider. For example: (a) if the Participant terminates one dependent care service provider and hires a new dependent care service provider, then the Participant may change coverage to reflect the cost of the new service provider; and (b) if the Participant terminates a dependent care service provider because a relative becomes available to take care of the child at no charge, then the Participant may cancel coverage.

(2) Addition or Significant Improvement of a Benefit Package Option. If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 3.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) Loss of Coverage Under Other Group Health Coverage. A Participant may prospectively change his or her election to add group health coverage for the Participant or his or her Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code §7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).

(4) Change in Coverage Under Another Employer Plan. A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria

plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during his or her employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance.

(j) Reduction of Hours (Applies Only to Premium Payment Benefits for the Medical Insurance Plan). A Participant who was reasonably expected to average 30 hours of service or more per week and experiences an employment status change such that he or she is reasonably expected to average less than 30 hours of service per week may prospectively revoke his or her election for Medical Insurance Plan coverage, provided that the Participant certifies that he or she and any related individuals whose coverage is being revoked have enrolled or intend to enroll in another plan providing minimum essential coverage under health care reform for coverage that is effective no later than the first day of the second month following the month that includes the date the Medical Insurance Plan coverage is revoked.

A Participant entitled to change an election as described in this Section 12.3 must do so in accordance with the procedures described in Section 12.2.

#### **12.4 Election Modifications Required by Plan Administrator**

The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

### **ARTICLE XIII. Appeals Procedure**

#### **13.1 Procedure If Benefits Are Denied Under This Plan**

If a claim for benefits under this Plan is wholly or partially denied, then claims shall be administered in accordance with the claims procedures set forth in the Nebraska State College System Health and Welfare Plan. The Benefits Committee acts on behalf of the Plan Administrator with respect to appeals.

#### **13.2 Claims Procedures for Medical, Vision, Dental, and Long-Term Disability Insurance Benefits**

Claims and reimbursement for Medical, Vision, Dental, and Long-Term Disability Insurance Benefits shall be administered in accordance with the claims procedures for the Medical, Vision, Dental, and Long-Term Disability Insurance Benefits, as set forth in the plan documents and/or summary plan description for the Medical, Vision, Dental, and Long-Term Disability Insurance Plans.

#### **13.3 Claims Deadline**

Unless otherwise provided herein or required pursuant to applicable law, a claim for benefits under this Plan must be made within one year after the date the expense was incurred that gives rise to the claim. It is the responsibility of the Employee or his or her designee to make sure this requirement is met.

### 13.4 Limitations Period for Filing Suit

Unless otherwise provided herein or required pursuant to applicable law, a suit for benefits under this Plan must be brought within one year after the date of a final decision on the claim in accordance with the applicable claims procedure.

## ARTICLE XIV. Recordkeeping and Administration

### 14.1 Plan Administrator

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

### 14.2 Powers of the Plan Administrator

The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 14.2, the Benefits Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 13.1);
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- (j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

### 14.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

### 14.4 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

### 14.5 Fiduciary Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

### 14.6 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

### 14.7 Insurance Contracts

The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such insurance.

### 14.8 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

### 14.9 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code §125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

## ARTICLE XV. General Provisions

### 15.1 Expenses

All reasonable expenses incurred in administering the Plan are currently paid by forfeitures to the extent provided in Section 7.6 with respect to Health FSA Benefits and Section 9.6 with respect to DCAP Benefits, and then by the Employer.

### 15.2 No Contract of Employment

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time.

### 15.3 Amendment and Termination

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan (including any Component) at any time for any reason by resolution of the Employer's Board of Trustees or by any person or persons authorized by the Board of Trustees to take such action, and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan.

### 15.4 Governing Law

This Plan shall be construed, administered, and enforced according to the laws of the State of Nebraska, to the extent not superseded by the Code or any other federal law.

### 15.5 Compliance With Code and Other Applicable Laws

It is intended that this Plan meet all applicable requirements of the Code and of all regulations issued thereunder. This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict. In addition, the Plan will comply with the requirements of all other applicable laws.

### 15.6 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

### 15.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

### 15.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

**15.9 Plan Provisions Controlling**

In the event that the terms or provisions of any summary or description of this Plan are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

**15.10 Severability**

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

This document is executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

**Board of Trustees, Nebraska State Colleges**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



APPENDIX A

Related Employers That Have Adopted This Plan, With the Approval of the Board of Trustees of the Nebraska State Colleges:

Chadron State College

Peru State College

Wayne State College

System Office

## APPENDIX B

### Exclusions—Medical Expenses That Are Not Reimbursable From the Health FSA

The Nebraska State Colleges Medical Reimbursement Plan document contains the general rules governing what expenses are reimbursable. This Appendix B, as referenced in the Plan document, specifies certain expenses that are excluded under this Plan with respect to reimbursement from the Health FSA—that is, expenses that are not reimbursable, even if they meet the definition of “medical care” under Code §213(d) and may otherwise be reimbursable under the regulations governing Health FSAs.

**Exclusions:** The following expenses are not reimbursable from the Health FSA, even if they meet the definition of “medical care” under Code §213(d) and may otherwise be reimbursable under legal requirements applicable to health FSAs:

- Premiums for other health coverage, including but not limited to premiums for any other plan (whether or not sponsored by the Employer).
- Long-term care services.
- Cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease. “Cosmetic surgery” means any procedure that is directed at improving the patient’s appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.
- The salary expense of a nurse to care for a healthy newborn at home.
- Funeral and burial expenses.
- Household and domestic help (even if recommended by a qualified physician due to an Employee’s or Dependent’s inability to perform physical housework).
- Custodial care.
- Medicines or drugs (other than insulin) available over-the-counter that have not been prescribed.
- Costs for sending a child to a special school for benefits that the child may receive from the course of study and disciplinary methods.
- Social activities, such as dance lessons (even if recommended by a physician for general health improvement).
- Bottled water.
- Cosmetics, toiletries, toothpaste, etc.
- Uniforms or special clothing, such as maternity clothing.
- Automobile insurance premiums.

- Transportation expenses of any kind, including transportation expenses to receive medical care.
- Marijuana and other controlled substances that are in violation of federal laws, even if prescribed by a physician.
- Any item that does not constitute “medical care” as defined under Code §213(d).
- Any item that is not reimbursable due to the rules in Prop. Treas. Reg. §1.125-5(k)(4) or other applicable law or regulations.



**ITEMS FOR DISCUSSION AND ACTION STUDENT AFFAIRS, MARKETING, AND ENROLLMENT**

September 12, 2019

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**ACTION:** **First and Final Round Approval of Revisions to Board Policy 3100; Conduct & Discipline; Students and Board Policy 3200; Due Process -- Students**

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Revisions to Board Policy 3100 include a statement regarding the intent of the policy and the addition of Other Interim Measures for pending disciplinary action under Board Policy 3200. These measures include; no contact orders, temporary restrictions from specific areas of the campus, changes in class schedules and/or delivery method, changes in residence hall assignments and/or changes in campus employment. The section regarding disciplinary action has been deleted and moved to Board Policy 3200.

Board Policy 3200 is being revised to outline disciplinary sanctions, requests to delay due process procedures and withdrawal procedures that may be used to resolve conduct issues. Other revisions are also intended to preserve the Colleges' ability to resolve conduct informally based upon individual circumstances.

The System Office recommends approval of the Revisions to Board Policies 3100; Conduct & Discipline; Students & 3200 Due Process Students.

**ATTACHMENTS:**

- Revisions to Board Policy 3100 (PDF)
- Revisions to Board Policy 3200 (PDF)

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 3100 Conduct & Discipline; Students**

**Page 1 of 45**

### BOARD POLICY

The Board and the Colleges are committed to creating and maintaining a productive educational community that fosters the personal, ethical and intellectual development of its students. Adherence to standards of conduct is essential to the educational process and to the safety and well-being of the College community.

The Board grants authority to the Presidents to designate appropriate officers, establish representative college committees, render initial decisions and provide appeal procedures in regard to allegations of academic dishonesty; grade appeals; failure to pay a financial obligation; or academic performance, achievement, probation and suspension. All disciplinary sanctions imposed for misconduct identified in this policy are to be governed by terms of this policy and the due process requirements set forth in Board Policy #3200. Acceptance of this policy by the student is implied as a condition of his or her enrollment.

### PROCEDURE

Students are responsible to obey the laws of the state and nation, the regulations and policies of the Board and of the Colleges; and to refrain from any conduct injurious to themselves, to others, or to the reputation or interests of the College.

A student shall not ignore a summons from the President or other officer of administration of the College, or from a member of the faculty.

Student misconduct as identified under this policy or a violation of College regulations or policy, whether occurring on or off College property, may result in disciplinary action being taken against the student.

Students may be ordered to leave the College under a temporary suspension pending disciplinary action due process per Board Policy 3200 in the event the student's continued presence is believed to threaten the safety or health of another person or for other reasons at the discretion of the Vice President responsible for Student Affairs or designee. Such order shall be given in writing by the Vice President responsible for Student Affairs or designee.

Students suspended or expelled from one of the State Colleges may be admitted to another Nebraska State College only under the same conditions that they would be readmitted to the College from which they were suspended.

#### Misconduct

The following acts shall be considered to constitute misconduct for which an offending student or student organization may be subject to disciplinary sanctions.

1. Participation in a demonstration on College property which materially and substantially disrupts or obstructs the normal operations, activities or functions of the College, including unauthorized occupation of College premises;
2. Failure to evacuate College facilities or willfully ignoring any emergency or alarm signal or request to evacuate by appropriate emergency personnel;
3. Falsification or willful suppression of any information for or on an application for admission, or falsification or misuse of College identification and other documents;

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3100 Conduct &amp; Discipline; Students

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4. Misuse of computers or computing resources, including, but not limited to, violating the following federal regulations: the Copyright Act of 1976 and the Fair Use Guidelines, the Digital Millennium Copyright Act of 1998, and the Technology, Education and Copyright Harmonization Act of 2002;
5. Unlawful or unauthorized possession, use, distribution, dispensing, delivery, sale or consumption, manufacture, or being in the presence of any alcoholic beverage, including empty bottles/cans or any alcohol container on any part of College property including outdoor areas and parking lots;
6. Alcohol consumption that endangers the health, safety, or property of oneself or another, or requires medical treatment or College staff intervention;
7. Unlawful or unauthorized possession, use, distribution, delivery, dispensing, manufacture or sale, or being in the presence of any drug; being in possession of paraphernalia for drug use, except as expressly permitted by law, or being unlawfully under the influence of any drug unless directed by a licensed physician;
8. Inflicting unwanted physical contact on another person; conduct that intimidates, harasses, or threatens the safety, health, property, or life of others or oneself; participating or contributing to an incident of abuse or assault; causing, provoking or engaging in any fight, brawl or riotous behavior; or inflicting willful and repeated harm through the use of computers, cell phones, and other electronic devices;
9. Any act occurring on College property or on the premises of a student housing unit which intentionally disturbs the peace and quiet of any person or group of persons;
10. Sex harassment or sexual violence, as Board Policy #3020 defines those terms;
11. Conduct which is unreasonably dangerous to the health or safety of other persons or oneself;
12. Theft or attempted theft of any property or receipt of stolen property;
13. Damaging or attempting to damage property of the College or of another individual;
14. Using or possessing bombs, explosives, incendiary devices, or fireworks;
15. Setting or attempting to set any fire on the campus or on the premises of any student housing unit, except in fireplaces or other facilities designated for fires;
16. Failing to report a fire or any other extremely dangerous condition when known or recognized on College property or on the premises of any student housing unit;
17. Possessing or selling firearms, ammunition, weapons, explosives, or dangerous chemicals on College property or on the premises of any student housing unit;
18. Obstructing or failing to comply with the directions of a law enforcement officer, firefighter, or College official in the performance of his or her duty on College property, on the premises of any student housing unit or at any activity or event sponsored by the College or an organization;

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 3100 Conduct & Discipline; Students**

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19. Hazing any person. Consent of the victim of the hazing will not constitute a defense to an allegation of misconduct for hazing. Hazing shall mean any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any organization;
20. Committing any unlawful act of indecent exposure or public indecency;
21. Participating in any gambling activity in violation of the laws of the State of Nebraska or of the United States;
22. Unauthorized use of any College property, facilities, equipment or materials;
23. Possessing, producing, manufacturing, or having manufactured without proper authorization, any key or unlocking device for use on any College facility or lock;
24. Serious traffic violations on the campus, including, but not limited to, operating any vehicle while intoxicated, speeding, reckless endangerment, or reckless driving;
25. Violation of any student housing unit policy, rule or regulation;
26. Failure to redeem or make arrangements to redeem, within one week after receipt of written notice, an insufficient funds or no account check submitted to the College for cash or for payment of College goods or services;
27. Abuse of College disciplinary proceedings which includes, but is not limited to, failure to obey a request to appear before a disciplinary officer or committee, falsification of testimony, disruption or interference with the orderly conduct of any hearing, attempting to discourage any person from using College disciplinary procedures or participating in such procedures, attempting to influence the impartiality of a member of a disciplinary committee prior to any proceeding, filing a malicious, false or frivolous complaint, verbal or physical harassment or intimidation of a member of a disciplinary committee prior to, during, or after a proceeding, failure to comply with any sanction imposed, influencing or attempting to influence another person to commit an abuse of disciplinary proceedings, and a violation of the privacy rights of any student or College employee in regard to a disciplinary proceeding;
28. Any act by a student which occurs on the campus, while studying abroad, on the premises of any student housing unit or at any activity or event sponsored by the College or an organization which is in violation of any ordinance of the municipality in which the College resides, shall constitute misconduct;
29. Falsely setting off or otherwise tampering with any emergency safety equipment, fire alarm, or other device established for the safety of individuals and/or college facilities;
30. Harassing or discriminating against any student, faculty or staff member, as defined in Board Policy 3021, on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, religion or age; and
31. Any other activity or conduct prohibited by the College in published policies.



## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3100 Conduct &amp; Discipline; Students

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Unreasonably Dangerous or Threatening Conduct Toward Self

Student behaviors and actions that are unreasonably dangerous to self or which threaten the student's own safety or health may constitute misconduct under this Policy and may be addressed by the College administration through the disciplinary process. When practicable and appropriate, efforts will be made to advise students regarding voluntary withdrawal options in lieu of initiating disciplinary due process as set forth in Board Policy #3200.

At the discretion of the Vice President responsible for ~~s~~Student ~~a~~Affairs/~~services (or designee)~~, a student may be allowed to voluntarily withdraw when continued enrollment no longer appears to be in the best interests of the student and/or College in conjunction with mutually agreed upon conditions that will be required for the student to reapply for admission.

Temporary Suspension

Students may be ordered to leave the College under a temporary suspension pending disciplinary action due process per Board Policy 3200 in the event the student's continued presence is believed to threaten the safety or health of another person or for other reasons at the discretion of the Vice President responsible for Student Affairs ~~(or designee)~~.

Other Interim Measures

~~Pending disciplinary action under Board Policy 3200, students may be subject to the interim measures, including but not limited to no contact orders, temporary restrictions from specific areas of the campus, changes in class schedules and/or delivery; changes in residence hall assignments and/or changes in campus employment.~~

Disciplinary Sanctions

~~Disciplinary sanctions may include warnings, demands for restitution or reimbursement, fines, a period of probation, remedial behavioral requirements, remedial educational requirements, suspension, or expulsion.~~

~~In the event that a concurrent civil or criminal action for the same behavior which forms the basis of misconduct allegations under the provisions of this policy is in progress, the accused student may request in writing to the Vice President responsible for Student Affairs, or equivalent administrator, that the College delay the continuance of the due process procedures. By requesting to delay until the external civil or criminal proceeding has concluded, the student agrees that he or she shall not attend any College classes or College sponsored events or activities or shall not enter or use College property without specific written authorization from the Vice President.~~

STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3100 Conduct & Discipline; Students

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<p>Legal Reference: RRS 85-312  RRS 85-601  RRS 85-301  RRS 53-186</p>	<p>State colleges; morals of the pupils; faculty; religious test forbidden  Interference with operation; faculty, administrative staff, student; dismissal or expulsion  State college; official names; Board of Education; appointment; no compensation; travel expenses  Consumption of liquor on public property, public roads, streets, alleys; prohibition; exceptions</p>
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Policy Adopted: 1/28/77  
Policy Revised: 4/3/81  
Policy Revised: 6/5/93  
Policy Revised: 3/11/94  
Policy Revised: 8/29/97  
Policy Revised: 3/28/08  
Policy Revised: 3/25/11  
Policy Revised: 1/18/12  
Policy Revised: 4/25/14  
Policy Revised: 6/10/16  
Policy Revised: 6/19/18

Policy Revised:

Attachment: Revisions to Board Policy 3100 (2549 : Revisions to Board Policies 3100; Conduct & Discipline; Students & 3200 Due Process

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 3200**

**Due Process -- Students**

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### BOARD POLICY

It is the policy of the Board to grant procedural due process to students accused of misconduct under the terms of Board Policy 3100. Regarding allegations of academic dishonesty; grade appeals; failure to pay a financial obligation; or, academic performance, achievement, probation and suspension each College will devise its own adjudication procedures. However, for allegations of misconduct identified in Board Policy 3100 that may result in disciplinary sanctions, the due process procedures outlined below shall be followed.

Nothing herein shall prohibit the College from resolving conduct issues informally if warranted by the individual circumstances including, but not limited to the responsiveness of the student, the severity of the offense, a student's prior misconduct, and the health and safety of the student and other members of the campus community. Informal resolution of conduct issues in which two (2) or more students are involved in a physical altercation with one another will not be permitted unless all students involved agree to informal resolution.

### DISCIPLINARY SANCTIONS

Disciplinary sanctions may include warnings, demands for restitution or reimbursement, fines, a period of probation, remedial behavioral requirements, remedial educational requirements, suspension, or expulsion.

### REQUESTS TO DELAY DUE PROCESS PROCEDURES

In the event that a concurrent civil or criminal action for the same behavior which forms the basis of misconduct allegations under the provisions of this policy is in progress, the accused student may request in writing to the Vice President responsible for Student Affairs, or equivalent administrator, that the College delay the continuance of the due process procedures. By requesting to delay until the external civil or criminal proceeding has concluded, the student agrees that he or she shall not attend any College classes or College-sponsored events or activities or shall not enter or use College property, including but not limited to living in residence halls, without specific written authorization from the Vice President responsible for Student Affairs. The Vice President responsible for Student Affairs, or equivalent administrator, may place reasonable limits on the length of the delay permitted.

### WITHDRAWAL

At the discretion of the Vice President responsible for Student Affairs/services, a student may be allowed to voluntarily withdraw when continued enrollment no longer appears to be in the best interests of the student and/or College in conjunction with mutually agreed upon conditions that will be required for the student to reapply for admission. The Vice President responsible for Student Affairs/services will work with the Vice President for Academic Affairs to determine what, if any, academic penalties would apply. Any unresolved conduct issues will remain pending and must be resolved as a condition of readmission. Additional conditions may include, but not be limited to, the length of time a student must wait to reapply and/or the length of time a student has to reapply for admission.

### PROCEDURE

1. The student shall be notified in writing by an appropriate College official that he/she is accused of misconduct. The student shall be made aware of grounds which would justify such action by way of the student handbook or other published College regulation.
2. The student shall be notified that he/she may elect one of three courses of action. The student shall be advised of a date (deadline) by which such an election must be communicated to the appropriate College official.

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3200 Due Process -- Students

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- a. The student may admit the alleged violation and request, in writing, that the appropriate College official take whatever action seems appropriate.
- b. The student may admit the alleged violation in writing and request a hearing before the appropriate hearing panel designated by the College. The hearing panel will determine the appropriate sanctions.
- c. The student may deny the alleged violation, in which case, the appropriate College official shall refer him/her to the appropriate hearing panel designated by the College. The hearing panel will determine responsibility and the appropriate sanctions.

NOTE: If the student fails to respond to the appropriate College official in a timely manner according to the date (deadline) and/or fails to elect one (1) of the three (3) courses of action, the appropriate College official may address the alleged misconduct without providing further due process.

3. Under option 2a noted above, the College may address the alleged misconduct without providing further due process. The student's decision can be binding, if freely and knowingly made, even though suspension, expulsion or the imposition of a stigmatizing sanction might result. Students should be advised in writing of all risks associated with any waiver of due process rights and provided a reasonable amount of time to consider their decision and to confer with a family member or advisor.
4. If the student selects either option 2b or 2c as noted above, a hearing shall be conducted in accordance with the following procedure within ten (10) class days, unless the student requests an extension in writing, which shall not be unreasonably denied. Requests for an extension should be directed to the Vice President responsible for Student Affairs or their designee. Students studying abroad shall be under the direction of the accompanying College official until his/her return to campus, at which time, if needed, the due process procedures will commence.
  - a. Prior to the hearing, the student shall be entitled to the following:
    - Written notification of the time and place of the hearing with reasonable time allowed for grievant to prepare a presentation and defense.
    - A written statement of the allegations (incident or behavior) with sufficient particularity so that the student may prepare his/her defense.
    - The grounds which would justify disciplinary action cited in the student handbook or Board Policy and the possible sanctions that may be imposed.
    - Written notification of the names of the witnesses who are directly responsible for having reported the allegations, or, if there are no such witnesses, written notification of how the allegations came to the hearing panel's attention, and
    - A copy of all documentary evidence to go before the hearing panel.
  - b. The student shall be entitled to appear in person before the hearing panel, and may call witnesses on his/her behalf. If the student does not appear before the hearing panel, the hearing shall be held in his/her absence.
    - Title IX Matters: If the hearing concerns a violation of Board Policy 3020, the College's Title IX Coordinator or designee shall present the evidence supporting his/her finding of responsibility.

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3200 Due Process -- Students

Page 3 of 4

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- c. The student shall be entitled to be accompanied by a person of his or her own choosing from the College community to assist in the proceedings or by counsel at the student's expense. An attorney or advisor, if present at the request of the student, may be present to counsel the student, but may not directly participate in the hearing by making oral presentations or arguments, examine or cross-examine a witness, or object to testimony of a witness or to introduction of other evidence.
  - d. The student shall be entitled to ask questions of the hearing panel or any witnesses.
  - e. The student shall be entitled to an expeditious hearing of the case.
  - f. Hearings are closed to the public.
  - g. An audio recording of the hearing will be made and kept by the College consistent with document retention schedules.
  - h. The student shall be entitled to an explanation in writing of the reasons for any decisions rendered against him/her and the discipline imposed, and shall be given access to the hearing panel's decision for his/her personal records.
5. The hearing panel designated by the College shall be composed of College administrators, faculty, staff, and/or students. Such selection shall be at the approval of the President or designated Vice President. Individuals serving on this panel need not be disqualified because they have superficial knowledge of the background of the case, or because they may know the participants. The basic test shall be whether or not the panelist can judge the case fairly, without bias or prejudice, and solely on the evidence presented.
  6. The hearing panel shall be the decision-making body acting independent of the President.
  7. Technical rules of evidence or procedure need not be employed in hearing proceedings. A student's misconduct shall be determined by a preponderance of the evidence (i.e., it is more likely than not that misconduct occurred). Hearing decisions need not be unanimous. A simple majority vote shall be sufficient. Hearsay evidence is not required to be excluded, but a finding of misconduct on hearsay evidence alone is not appropriate in hearings, including a serious disciplinary case such as suspension or expulsion.
  8. Members of the hearing panel shall have the opportunity to examine the case file beforehand, and to question the accused and witnesses at the hearing.
  9. The student shall be notified of his/her right to appeal the decisions of the hearing panel to the Vice President responsible for ~~S~~student ~~a~~Affairs/~~services~~. Appeals must be in writing and are due to the Vice President within five (5) class days after the student received the hearing panels' decision. If the Vice President was a member of the hearing panel, this step of the appeal process is not applicable and the student may appeal directly to the President. Appeals to the Vice President must be based on one (1) of the following grounds:
    - a. Procedural due process was violated;
    - b. The sanction was excessive;
    - c. The evidence did not support the decision; or,
    - d. Substantive new information is available that was not available at the hearing.

STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3200

Due Process -- Students

Page 4 of 4

- 10. The student shall be notified of his/her right to appeal the decisions of the Vice President to the President, who has final authority. Should the student appeal, any action assessed by the hearing panel shall be suspended until acted upon by the President. Appeals to the President are due within five (5) class days after the student receives the Vice President’s decision. Appeals to the President must be based on one (1) of the following grounds:
  - a. Procedural due process was violated;
  - b. The sanction was excessive;
  - c. The evidence did not support the decision; or,
  - d. Substantive new information is available that was not available at the hearing.
  
- 11. Appeals of the President’s decision may be submitted to the Chancellor but shall be limited to allegations that fair procedural process has not been provided in accordance with Board Policy 3200. Appeals to the Chancellor must be in writing and are due within five (5) class days after the student receives the President’s decision. Should the student appeal, any action assessed by the hearing panel shall be suspended until acted upon by the Chancellor.

Legal reference:	RRS 85-312 RRS 85-602 RRS 85-603	State colleges; morals of the pupils; faculty; religious test forbidden Faculty, administrative staff, students; dismissal or expulsion; procedure Faculty, administrative staff, student; dismissal or expulsion; order; contents; service
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Policy Adopted: 1/28/77  
 Policy Revised: 6/5/93  
 Policy Revised: 3/11/94  
 Policy Revised: 4/11/03  
 Policy Revised: 6/2/06  
 Policy Revised: 3/28/08  
 Policy Revised: 3/25/11  
 Policy Revised: 4/20/12  
 Policy Revised: 6/19/18  
Policy Revised:

Attachment: Revisions to Board Policy 3200 (2549 : Revisions to Board Policies 3100; Conduct & Discipline; Students & 3200 Due Process

**ITEMS FOR DISCUSSION AND ACTION\STUDENT AFFAIRS, MARKETING, AND ENROLLMENT**

September 12, 2019

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***ACTION:* First and Final Round Approval of Revisions to Board Policy 3400; Tuition Remission**

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Board Policy 3400 is being revised to provide the Colleges greater flexibility in the allocation of the tuition remissions. The revisions also note that beginning in fiscal 2019-20 total remissions for all categories/programs, unless specifically excepted and approved by the Chancellor, generally shall not exceed twenty-two percent (22%) of the College's four (4) year average gross tuition.

The Governor's Opportunity Grant and Nebraska Advantage Program will sunset and no new awards will be made after the 2019-20 academic year. Additional revisions have been made with respect to athletic waivers and need-based waivers.

The System Office recommends approval of the Revisions to Board Policy 3400; Tuition Remission.

**ATTACHMENTS:**

- Revisions to Board Policy 3400 (PDF)

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3400 Tuition Remission

Page 1 of 7

## BOARD POLICY

It is the policy of the Board that financial assistance be made available to all qualifying students. In some instances, such assistance may be provided as tuition remission and/or ~~scholarships~~ waivers. Tuition remission represents a form of financial aid in which the College waives or foregoes all or a portion of a student's tuition charges. Tuition remission represents foregone revenue to the College and should be used strategically to attract students based on academic performance, financial need, and/or other skills or attributes that will enhance the student body. For the purposes of this policy tuition remission is considered distinct from a scholarship (grant-in-aid funded through other means than tuition and fee revenue.

All of the programs described below are tuition remission programs, although the terms "scholarship" or "award" may be used interchangeably by the Colleges with the term "remission" or "waiver" because it is a term that has meaning to prospective students and their families.

Beginning in fiscal 2019-20 total remissions for all categories/programs, unless specifically excepted and approved by the Chancellor generally shall not exceed twenty-two percent (22%) of the College's four-year average gross tuition. Remissions may be awarded up to the limits specified (if any) in each individual category below. Remissions provided on behalf of one of the other state colleges as part of a Joint Enrollment course are outside of the twenty-two percent (22%) limit. Nothing herein shall prohibit the creation of additional tuition remission programs which are outside of the twenty-two percent (22%) limit with the approval of the Chancellor.

For each semester, the total of all tuition waivers provided by a College to an individual student cannot exceed the amount of tuition charged to that student. Any tuition waivers outside the enumerated categories or beyond the limits specified in this policy require the written approval of the Chancellor. Tuition remissions awarded for online courses will not exceed the comparable amount provided for an on-campus course for a resident student.

**SYSTEM-WIDE REMISSION PROGRAMS**

System remission programs include waivers with common eligibility guidelines and parameters established across all Colleges. For certain programs, Colleges are afforded the opportunity to determine the number and award amounts. In all other situations, approval is required from the Chancellor to deviate from system remission programs or those that are bound by system Program agreements with external partners.

**Board of Trustees' Scholarships**

The Board of Trustees' Scholarships are awarded by each College to students who are graduating from a Nebraska high school or who are residents of Nebraska who meet the following criteria:

1. Have standardized test scores of at least 25 for the ACT or 1200 composite for SAT;
2. Are enrolling for the first time in a postsecondary institution; and
3. Such other factors which may be considered including grade point average and rank in class as appropriate.

The number of new Board of Trustees' scholarships to be awarded by each College for each academic year is based on the full-time equivalent (FTE) enrollment at that College for the fall semester of the preceding academic year. Each College may award up to -twenty (20) scholarships for the first one thousand (1,000) FTE students and one (1) additional scholarship for every two hundred (200) FTE beyond one thousand (1,000) for each academic year. The number of scholarships offered should be determined by each College based on the number of scholarships available and the yield experienced in prior years. ~~It is the intent of the Board that the full number of scholarships be awarded but not exceeded each year.~~

The scholarships are not transferable from one College to another. The scholarship will be the waiver of



## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3400 Tuition Remission

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resident tuition up to eighteen (18) credit hours per semester to ~~not to exceed the a maximum number required to earn the designated undergraduate degree (one hundred twenty (120) or of one hundred twenty-eight (128) credit hours).~~ toward an undergraduate degree. ~~All announcements and publicity will be in the name of the Board of Trustees of the Nebraska State Colleges, specifically the Chair of the Board. All authority for the scholarship is the responsibility of the Board.~~ Each President, financial aid officer and/or scholarship committee shall act as an agent of the Board in administering the program as directed by the Board.

The scholarship is renewable to the total value of the equivalent of eight (8) consecutive semesters (excluding summer). ~~up to one hundred twenty-eight (128) hours.~~ The recipient may use the scholarship during the five (5) academic years following the initial use with a one (1) year delay in initial use allowable with the College's permission. Should original recipients ~~terminate stop out for a term or academic year their education~~ before using the full value of the scholarship, the balance of the scholarship's value may be re-awarded.

Board of Trustees' scholarships are renewable each academic year, provided the recipient maintains a 3.25 GPA and standards are met. The ~~President-Chancellor~~ may approve a waiver of this requirement for extenuating circumstances for an individual student on a one-time basis. ~~Any waivers granted must be reported to the Chancellor.~~ Each College scholarship committee will review all renewal candidates and recommend action to the President. ~~The President shall report to the Board the number of scholarships offered to entering freshmen, the actual number of scholarships in effect for each academic class, and the dollars expended.~~

~~The System Office shall have responsibility for administering the program, including the distribution of scholarships, announcements, press releases and certificates. From September 15 to January 30 each year, the Colleges shall submit a weekly report to the System Office, which includes the number of new scholarships authorized, offered and accepted.~~

### Governor's Opportunity Award

The Governor's Opportunity Award is awarded by each College to one (1) resident student annually who graduated from a Nebraska high school or is a Nebraska resident and meets the following criteria:

1. Has a standardized test score of 21-24 for the ACT or 1060-1190 composite for SAT; and
2. Is enrolling for the first time in a postsecondary institution.

One (1) student from each College is provided this award each year. The award is not transferable from one (1) College to another. The award will be a waiver of one-half of resident tuition for four (4) years (up to eighteen [18] credit hours per semester up to a maximum of one hundred twenty-eight [128] hours toward an undergraduate degree.) The Governor's Opportunity Award is renewable each academic year, provided the recipient maintains a 3.25 GPA and standards are met. The President may approve a waiver of this requirement for extenuating circumstances for an individual student on a one-time basis. Any waivers granted must be reported to the Chancellor. No new awards will be made after the 2019-20 academic year and this program will sunset. All awards made up to and including the 2019 academic year will be honored consistent with the terms of this policy.

### NSCS Advantage Program

The NSCS Advantage program is a system effort designed for students who enroll at one (1) of the Colleges as new first time freshmen and receive a federal Pell Grant. This program assures that qualified students will pay no tuition at any of the Nebraska State Colleges. Each participant in this program must:

- Be a Nebraska Resident;
- Receive a federal Pell Grant;

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

## POLICY: 3400 Tuition Remission

Page 1 of 7

- Enroll as a new first-time freshman at one (1) of the Colleges; and
- Be enrolled in at least twelve (12) on-campus credit hours.

The award is limited to a maximum of sixteen (16) credit hours per semester. Additional limitations are in place for the award of any remissions for online courses taken in addition to the twelve (12) on-campus credit hours. No new awards will be made after the 2019-20 academic year and this program will sunset. All awards made up to and including the 2019 academic year will be honored consistent with the terms of this policy.

The award is not available for transfer students. A high school student who earns college credit while in high school is considered a first-time freshman when he or she enrolls at one of the State Colleges following high school graduation.

Participation is renewable for students as long as they meet the above criteria during all semesters they receive a Pell Grant. Continuation in the program requires the student to remain a federal Pell Grant recipient and continue to enroll in at least twelve (12) on-campus credit hours.

For eligible participants, the program provides the difference between the cost of tuition and the amount of all other awards. Other awards include, but are not limited to: Pell, Supplemental Educational Opportunity Grant (SEOG), Nebraska Opportunity Grant (NOG), institutional waivers, and foundation scholarship assistance.

**Employee Tuition Waivers**

The employee waivers provide tuition waivers for one (1) course for each term to eligible employees. See Policies 5102, 5103 and 5104 and Collective Bargaining Agreements for details.

**Immediate Family Tuition Remission**

The immediate family tuition waivers provide a sixty-seven percent (67%) reduction in tuition for immediate family (spouse and children who are twenty-four [24] years of age or younger) of eligible employees. See Policies 5102, 5103 and 5104 and Collective Bargaining Agreements for details.

**Survivors of Deceased Employees**

These are full tuition waivers to spouse and/or children of College employees who die while under full-time, permanent system employment. Children must have been in a dependent status at time of employee's death. Waivers may be used only toward an undergraduate degree or to complete a graduate degree in progress. This remission is offered on a space available basis only, but may be used at any College.

**Cooperative Schools ~~Scholarships~~Waivers**

Each College is authorized to award ~~scholarships-waivers~~ to students entering college for the first time from schools providing student teaching facilities, such ~~scholarships-waivers~~ to be for one-half of the tuition costs per semester for up to eighteen (18) credit hours per semester, not to exceed one hundred twenty-eight (128) credit hours toward undergraduate degrees. The College may ~~award authorize the cooperating school to designate~~ one (1) such ~~scholarship-waiver~~ for each three (3) student teachers served ~~based on recommendations by the high school principal. Criteria for the award includes academic ability (top one half of class), service to the school and leadership qualities.~~ ~~Scholarships-Waivers~~ are renewable each academic year, provided the recipient maintains a 2.5 GPA.

**~~Student Teacher Supervision~~Clinical Practice Supervision ~~Scholarships~~Waivers**

~~Teachers who will be supervising the College's teacher-training students in their classrooms will receive a~~

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3400 Tuition Remission

Page 1 of 7

~~tuition waiver for the Student Teacher Supervision Course. PK – 12 educators who serve as clinical practice cooperating educators for the College’s educator candidates will receive a tuition waiver for three (3) credits of graduate MSE coursework. The tuition waiver must be used within one (1) year of service in this role.~~

**Public Health Early Admission Student Track (PHEAST) Waivers**

~~are a~~ PHEAST is a cooperative program between the University of Nebraska Medical Center's College of Public Health (UNMC CoPH) and the Colleges to provide ~~full~~ tuition waivers for selected students accepted into PHEAST as determined in the program agreement. Selection of participants, participation requirements and waiver provisions are governed by the Program Agreement with the UNMC CoPH.

**Rural Health Opportunities Program (RHOP) Waivers**

RHOP is a cooperative program between the University of Nebraska Medical Center (UNMC) and the Colleges to provide ~~full~~ tuition waivers for selected students accepted into RHOP as determined in the program agreement. Selection of participants is determined by representatives of UNMC and the Colleges.

**COLLEGE-DIRECTED REMISSIONS**

College directed remissions provide the colleges flexibility in managing waivers for targeted student populations. Each College shall establish: 1) –minimum guidelines and requirements for any additional such–remissions; 2) requirements for remaining in –in addition to continued– good academic standing; and 3) –for any renewal requirements for students. –any renewal requirements for students.– Policies and procedures for these awards shall be set by each College, approved by the President, and reported to the ~~Board~~ Chancellor. ~~–and any other requirements specifically spelled out below.~~ For reporting purposes, each of the C–categories below shall be used for tracking.

**Corporate and Business Partnership Incentive**

~~T~~ A tuition remission ~~may be~~ provided to employees of Corporate and Business Partners taking online courses as part of an agreement approved in advance by the Board of Trustees. Colleges considering such an agreement must ~~work~~ obtain approval from the ~~with the~~ Chancellor in advance of any discussions with potential partners.

**Athletic ~~Waivers~~ Awards**

Waivers made to athletes participating in varsity and junior varsity sport sanctioned through the conference or athletic association to which each college belongs. The Colleges, based on funding available, may award no more than thirty percent (30%) of their remissions toward athletic scholarships. up to the equivalent of sixty (60) FTE resident tuition waivers. A College may, with the Chancellor’s approval, increase its athletic waivers up to the maximum allowed by the conference or athletic association to which each College belongs. Full or partial awards to male or female athletes, residents or nonresidents, may be made at the discretion of each College within funding allocation limits established. Student athletes receiving renewable awards must maintain the minimum GPA requirements of the conference or athletic association.

**Graduate Assistantships**

The Colleges may provide a stipend established by the College and ~~are~~ adjusted as necessary, in addition to a waiver of up to eighteen (18) hours of tuition per academic year and the immediately following summer session, depending upon workload and term of appointment, to a student while employed as a graduate assistant. Each College shall report its stipend policy to the Chancellor.

**International Student ~~Scholarships~~ Waiver**

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3400 Tuition Remission

Page 1 of 7

~~Waivers may be~~ provided to qualified ~~undergraduate~~ students who are citizens of other countries. The purpose is to provide opportunities to interact with the international community and bring diversity to the College.

**Need-Based Tuition Waivers**

~~Waivers provided based on student~~ ~~are awarded based upon~~ financial need ~~or means based assessment by the Colleges.~~ ~~and in~~ most cases ~~the waiver is used to~~ supplement available federal financial ~~or state~~ assistance ~~programs that include, but are not limited to: Pell, Supplemental Educational Opportunity Grant (SEOG), Nebraska Opportunity Grant (NOG), and foundation scholarship assistance.~~

**Phi Theta Kappa Community College Transfer ~~Scholarship-Waiver~~ provides**

~~Tuition~~ waivers to graduates of community colleges who have maintained a 3.5 grade point average and who were inducted into the Phi Theta Kappa Society. The purpose of the ~~scholarship-waiver~~ is to encourage outstanding community college graduates to attend a State College. The ~~scholarships-waivers~~ are renewable each academic year, provided the recipient maintains a 3.25 GPA at the College. The ~~scholarships-waivers~~ are ~~the waiver of equal to the~~ basic tuition ~~rate up~~ to a maximum of sixty-four (64) credit hours toward the baccalaureate degree.

**Special Activity ~~Awards~~Waivers**

~~College awards-waivers made to~~ ~~are used to~~ attract students who have talent in activities ~~other than varsity and junior varsity sports including but not limited to-~~ ~~such as~~ music, art, theatre, ~~or~~ journalism, ~~etc.~~

**Other Discretionary Waivers**

~~Awards-Waivers developed by each College representing additional scholarship opportunities to provide opportunities for its students.~~ ~~may be awarded by each College.~~ Examples include Presidential Scholarships, the Peru State One Rate Any State waiver, and Senior Citizen waivers.

**EXTERNAL REMISSION PROGRAM**

~~The State College System provides tuition remission through partnership with external entities who establish the eligibility requirements for entry and maintenance. Additionally, a number of state statutes require tuition remission for specific subsets of students with unique characteristics or attributes. Although no external support is provided to offset the tuition waiver, Colleges are obligated to grant waivers for students participating in the external remission programs outlined within this section.~~

**TeamMates Program Award**

The TeamMates Program Award is a collaborative program with TeamMates designed for students who enroll as first-time freshmen at one (1) of the Colleges. Recipients are identified by TeamMates and must meet TeamMates criteria. The College award will be a waiver of one-half resident tuition for four (4) years (up to eighteen [18] credit hours per semester up to a maximum of one hundred twenty-eight [128] hours toward an undergraduate degree).

It is the responsibility of each recipient to confer with a financial aid representative from the College granting the award to discuss details of the award and the impact of any other financial aid. This conversation should occur as soon as possible following notification of the award.

Each College is authorized to award three (3) new waivers annually to TeamMates students who are:

- Nebraska Residents

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3400 Tuition Remission

Page 1 of 7

- Participated in the TeamMates program for a minimum of three (3) years
- Enrolled as new first-time freshmen at one (1) of the Colleges
- Enrolled in at least twelve (12) on-campus semester credit hours
- In good academic standing with a minimum of a 2.5 GPA
- Partnered with a TeamMates postsecondary mentor

The award is renewable each academic year for TeamMates students as long as they meet the following criteria during all semesters they are enrolled:

- Be a Nebraska Resident
- Be enrolled in at least twelve (12) on-campus semester credit hours
- Be in good academic standing with a minimum of a 2.5 GPA
- Be an active member of TeamMates, including being partnered with a TeamMates postsecondary mentor

Additional limitations are in place for online courses taken in addition to the twelve (12) on-campus credit hours.

The scholarships are not transferable from one College to another.

**Yellow Ribbon GI Education Enhancement Program (Yellow Ribbon Program)**

The Nebraska State College System is to provide tuition (and fees) assistance to eligible military veterans through the Yellow Ribbon Program. The Colleges will provide assistance in accordance with agreements in place with the Department of Veteran Affairs and in conjunction with education benefits provided by the federal government as a provision of the Post 9/11 Veterans Educational Act of 2008.

**Family of Deceased or Disabled Veterans (tuition and fees waiver)**

This remission program is provided to Nebraska residents pursuant to the terms of Neb. Rev. Stat. §80-411. Effective beginning with the 2013 Fall Term, in addition to the tuition remission, the Colleges shall waive all fees remaining due after subtracting awarded federal financial aid grants and state scholarships and grants. Remission recipients must have a parent, stepparent, or spouse who was a member of the United States armed forces who:

- Died of a service-connected disability, injury or illness (either before or subsequent to discharge);
- Is permanently and totally disabled as a result of military service; or
- While a member of the United States armed forces is classified as missing in action or as a prisoner of war during armed hostilities.

**Member of Active Selected Reserve**

This remissions program is provided to Nebraska residents pursuant to the terms of Neb. Rev. Stat. §80-901. Those who qualify are entitled to a credit of fifty percent (50%) of tuition charges.

**In the Line of Duty Dependent Education Benefit (tuition and fees waiver)**

This remission program is provided pursuant to the terms of Neb. Rev. Stat. §85-2304. The In the Line of Duty Dependent Education Benefit is established for children of law enforcement officers and firefighters killed in the line of duty on or after April 23, 2009. The benefit is for full-time undergraduate students pursuing a baccalaureate degree. The Colleges will waive tuition and fees remaining after the application of federal financial aid grants and state scholarships and grants awarded to the eligible dependent. To remain eligible, the dependent must comply with all requirements of the institution for continued attendance and award of a baccalaureate degree. Verification of dependent eligibility is also made by obtaining a certificate of eligibility. Dependent eligibility includes children of members of emergency medical services ambulance squads that are not associated with a paid or volunteer fire department.

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3400 Tuition Remission

Page 1 of 7

**Law Enforcement Education Waiver**

This remission program is provided to eligible law enforcement officers, pursuant to the terms of LB906 (2016). Those who qualify are entitled to a credit of 30% of tuition charges after subtracting awarded federal financial aid grants and state scholarships and grants. For purposes of the program, a law enforcement officer is any person who is responsible for the prevention or detection of crime or the enforcement of the penal, traffic, or highway laws of the State of Nebraska or any political subdivision of the state for more than one hundred (100) hours per year and who is authorized by law to make arrests.

A law enforcement officer interested in the program is required to complete an application form and must provide a certificate verifying his or her satisfactory performance in accordance with LB906 (2016) as part of the application.

LB906 states that to qualify for the waiver, the law enforcement officer must be pursuing a baccalaureate degree program related to a career in law enforcement. The NSCS believes that all of its baccalaureate degree programs would benefit law enforcement officers in furtherance of their careers; and therefore, the tuition waiver can be applied toward any baccalaureate program whether the officer is enrolled full or part-time.

A law enforcement officer must comply with all College requirements for continued attendance. The officer may receive the waiver for up to five (5) years if he or she otherwise continues to be eligible for participation. The officer must reapply for the waiver annually.

Within forty-five (45) days after receipt of a completed application, the College shall give the officer written notice of his or her eligibility or ineligibility for the tuition waiver. If the officer is determined not to be eligible for the tuition waiver, the notice shall include the reason or reasons for such denial and the procedure for seeking reconsideration of the decision by the President. A copy of the notice shall also be sent to the President and the Chancellor.

An officer seeking reconsideration of a denial, must send a letter to the President within ten (10) business days of the date of the denial. The President shall provide written notice of the decision to the officer. If the President determines that the officer is not eligible for the waiver, the notice shall include the reason or reasons for the denial and the procedure for appealing the decision to the Chancellor. A copy of the notice shall also be sent to the Chancellor.

An officer seeking to appeal a denial, must send a letter to the Chancellor within thirty (30) business days of the date of the denial. The letter must include the reasons the officer believes the denial to be in error.

The Chancellor shall provide written notice of the decision to the officer consistent with the requirements set forth in LB906 (2016). If the Chancellor determines that the officer is eligible for the tuition waiver, the tuition waiver shall be provided as if the original application had been approved.

**REPORTING**

The Colleges shall report to the Chancellor by October 15 of each year the number of waivers granted and the waivers amounts for each of the categories established within this policy. In certain circumstances the academic standing (freshman, sophomore, junior, senior) may also be requested for specific waiver types. The Chancellor shall provide a summary of remissions to the Board.

STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3400 Tuition Remission

Legal Reference: RRS 80-411 Waiver of tuition at institutions of higher education; qualifications; application; Director of Veterans' Affairs; approval; effect; rules and regulations.  
 RRS 85-504 State education institutions; fees; waiver  
 RRS 85-501 State educational institutions; nonresident fees  
 RRS 85-2304 *In the Line of Duty Dependent Education Benefit*; established; eligibility; waiver of tuition and fees; application; notice; determination; effect  
 LB906 (2016) Law Enforcement Education Act

Policy Adopted: 1/28/77  
 Policy Revised: 2/7/83  
 Policy Revised: 10/16/86  
 Policy Revised: 6/5/93  
 Policy Revised: 9/26/97  
 Policy Revised: 11/12/98  
 Policy Revised: 4/13/00  
 Policy Revised: 2/12/04  
 Policy Revised: 6/2/06  
 Policy Revised: 1/13/09  
 Policy Revised: 4/17/09  
 Policy Revised: 9/11/09  
 Policy Revised: 1/12/10  
 Policy Effective: 7/1/11  
 Policy Revised: 3/25/11  
 Policy Revised: 11/4/11  
 Policy Revised: 6/15/12  
 Policy Revised: 9/7/12  
 Policy Revised: 9/6/13  
 Policy Revised: 1/14/14  
 Policy Revised: 4/25/14  
 Policy Revised: 9/6/14  
 Policy Revised: 11/7/14  
 Policy Revised: 6/10/16  
 Policy Effective: Fall Semester 2017  
 Policy Revised: 11/17/17  
 Policy Revised: 11/16/18

Approved: 1/19/11

Approved: 1/17/17

Attachment: Revisions to Board Policy 3400 (2500 : Revisions to Board Policy 3400; Tuition Remission)

**ITEMS FOR DISCUSSION AND ACTION**  
**FISCAL, FACILITIES AND AUDIT**

September 12, 2019

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***ACTION:***                                   **First and Final Round Approval of Revisions to Board Policy 7015; Contracts; Limitations, Exemptions**

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This Board Policy 7015 proposed revision would exempt contracts for the "purchase of a license to use a mailing list, email list, or similar list of contacts" from Board approval.

The System Office recommends approval of the Revisions to Board Policy 7015; Contracts; Limitations, Exemptions.

**ATTACHMENTS:**

- Revisions to Board Policy 7015     (PDF)



## BUSINESS MANAGEMENT, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 7015**

**Contracts; Limitations, Exemptions**

**Page 1 of 3**

### BOARD POLICY

#### Contracts Guidance

A contract is necessary whenever a legal relationship is established consisting of rights and duties that go beyond the sale transaction details. Thus, a contract is NOT required when there are no terms beyond the documentation of purchase details, such as 1) definition of items/scope, 2) delivery of the items/services, and 3) the timing of billing and payment.

The following purchases do NOT require a contract when the purchase is below fifty-thousand dollars (\$50,000): lodging, airfare, advertising, and repairs for vehicles, equipment, furnishings, facilities/grounds, and Information Technology products and services.

College departments and units are responsible for negotiating contracts prior to submission to the Vice President for Administration and Finance. The NSCS standard contract forms are to be used for the initial review draft. (See “*Contract for Services Guidance and Instructions*” found at [www.nscs.edu](http://www.nscs.edu).) In cases where there are no alternatives to using vendor contract forms, the applicable provisions of the appropriate NSCS form need to be incorporated into the initial review draft. If an online user agreement (sometimes referred to as a “click-through agreement”) is required for a purchase, the terms and conditions are to be reviewed by the College department or unit prior to review and approval by the Vice President for Administration and Finance. Refer to the first two paragraphs above for when online user agreements are considered contracts.

The Board is responsible for all contracts. No contract may commit funds for a future fiscal year, unless specific funding has been identified in a Legislative appropriation bill or an appropriate escape clause has been inserted in the contract.

No contract, purchase agreement or lease/purchase agreement, that requires Board approval, shall be signed or finalized in any form until the Board has authorized the College to enter into such an understanding.

Contracts, Memorandums of Understandings, or Agreements establishing collaborative, educational partnerships between the Colleges and external entities must be approved in advance by the Board and signed by the Chancellor. Contracts that are solely for the purpose of exploring the potential for future substantive contracts do not require approval of the Board and shall be signed by the President.

All contracts for capital construction projects must follow the criteria stipulated in Policies 8063 through 8068.

All contracts related to revenue bond facilities will be in accordance with the indentures, statutes, and related Board policies.

#### Exempt Contracts

Certain contracts do not require review and approval by the Board. An exempt contract shall be defined as any of the following;

1. Any contract with individual students for room and board or deferred payment programs.
2. Any Agreements that establish placements for students to complete work-based learning experiences, such as an internship, practicum, clinical placement, student teaching etc.

## BUSINESS MANAGEMENT, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 7015**

**Contracts; Limitations, Exemptions**

**Page 2 of 3**

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3. Any community service and service learning contracts.
  4. Any Northeast Nebraska Teacher Academy agreements (NENTA.)
  5. Any articulation agreements to determine course equivalencies in accordance with Board Policies.
  6. Any bus chartering contracts.
  7. Any contract for the purchase of food and consumable food service items used in the regular course of business operations.
  - ~~8.~~ Any contract for the purchase of a license to use a mailing list, email list, or similar list of contacts.
  - ~~89.~~ Any contract for the purchase of supplies and commodities used in the regular course of business operations. *"Note: Advertising contracts are not considered an exempt contract. Advertising contracts in excess of \$50,000 require Board approval."*
  - ~~910.~~ Any contract for the purchase of installation services including repairs or maintenance agreements or movable equipment including information technology products and services, licenses and maintenance agreements where the total cost does not exceed one hundred thousand dollars (\$100,000). In cases of multiple-year contracts, contract amendments, contract extensions, contract renewals, and contracts with optional years, the one hundred thousand dollar (\$100,000) limit only applies to any given one (1) year period as defined in the contract documents.
  - ~~4011.~~ Any contract for the purchase of utilities, gasoline, oil, or diesel fuel used in the regular course of business operations. Utilities shall include trash services, cable television and internet services.
  - ~~4412.~~ Any contract dealing with the sale of College personal property, if Board Policy 7014 is followed.
  - ~~4213.~~ Any granting of a lease or rental agreement to an external party, if the annual proceeds are less than twenty-four thousand dollars (\$24,000) in accordance with Board Policy 8027.
  - ~~4314.~~ Any contract relating to the staging or performance of any cultural, artistic, musical, scholarly, recreational, or intercollegiate athletic event (at home or away).
  - ~~4415.~~ Any contract for the purchase of material to be added to the collection of any College library.
  - ~~4516.~~ Any contract that does not exceed twenty-four thousand dollars (\$24,000), whereby a College will provide services to an external party, including, but not limited to, instruction, consulting, planning, technical assistance or program development courses. (For contracts to receive services, refer to Board Policy 7016.)
  - ~~4617.~~ Any sponsorship agreements (refer to Board Policy 7017.)
  - ~~4718.~~ Any contract with the state or federal government for the provision of Financial Aid.
  - ~~4819.~~ Any contract associated with an emergency approved by the Chancellor.

**BUSINESS MANAGEMENT, NEBRASKA STATE COLLEGE SYSTEM**

**POLICY: 7015**

**Contracts; Limitations, Exemptions**

**Page 3 of 3**

All exempt contracts shall be signed by the President or the Vice President for Administration and Finance. In the event that the President and Vice President for Administration and Finance are not able to sign on behalf of their respective institution, the Chancellor is authorized to execute a contract on behalf of the institution. The Chancellor or Vice Chancellor for Finance and Administration or General Counsel are authorized to sign exempt contracts for the System Office.

A list of the exempt contracts over fifty thousand dollars (\$50,000), authorized and signed by the College or System Office, shall be provided to the Board of Trustees for information in the proper format.

All other contracts, once approved by the Board, shall be signed by the President or Vice President for Administration and Finance and then by the Chancellor or Vice Chancellor for Finance and Administration, or General Counsel.

Legal Reference: RRS 85-304  
RRS 85-411

Board of Trustees; Powers; Enumerated  
Campus buildings and facilities; Board; Powers

- Policy Adopted: 7/22/83
- Policy Revised: 3/11/94
- Policy Revised: 6/15/95
- Policy Revised: 4/13/07
- Policy Revised: 11/4/11
- Policy Revised: 3/15/13
- Policy Revised: 9/6/13
- Policy Revised: 11/7/14
- Policy Revised: 6/18/15
- Policy Revised: 5/3/16
- Policy Revised: 6/16/17
- Policy Revised: 9/15/18
- Policy Revised: 3/21/19

Policy Revised:

Attachment: Revisions to Board Policy 7015 (2554 : Revisions to Board Policy 7015; Contracts; Limitations, Exemptions)



**CASH FUNDS**

Chadron State College \$2,078,571.73

**REVOLVING FUNDS (Revenue Bond)**

Chadron State College \$ 106,873.54

Attached to this item are worksheets summarizing the amounts requested for each fund, by College, and by rationale for the requested carryforward. Notes on these worksheets are also included below.

**CASH FUNDS**

The PAYABLES category of the worksheet, includes approximately \$4 million of the cash funds shown for the Colleges are related to payment on FY2018-19 salaries and benefits paid during FY2019-20, as well as other accounts payable. The Self-Supporting revenue section generally includes items such as athletic camps, music and theatre productions, where revenue has been collected that has not yet been expended for the purpose it was collected. Finally, there are funds set-aside for specific strategic initiatives, as well as for other departmental expenditures such as equipment, professional development, and building maintenance projects. *For the System Office, the carryforward request is for NeSIS operating cost funds for FY 2019-20 received from the Colleges, and billed annually by the University, two months of which were not yet billed on June 30, 2019.*

**REVOLVING FUNDS**

The Revolving Funds are for the Colleges' revenue bond programs. These are funds that were available on June 30, 2019 to cover accounts payable and/or specific revenue bond initiatives committed during FY2018-19.

**FEDERAL FUNDS**

Chadron State and Peru State are requesting the carryforward of appropriated federal funds from FY2018-19 to FY2019-20. These are for payables, as well as unexpended balances in federal awards as of June 30, 2019.

The System Office has confirmed that adequate appropriations existed on June 30, 2019 for those items noted above as carryforwards of appropriations, and that adequate resources existed on June 30, 2019 to support all amounts requested.

The System Office recommends approval of the Carryforward of Funds for Operations.

**ATTACHMENTS:**

- Carryforward Worksheet-Cash Funds (PDF)
- Carryforward Worksheet-Revolving Funds (PDF)
- Carryforward Worksheet-Federal Funds (PDF)
- Biennium Carry Forward Process (PDF)

Biennial Appropriation Carryover Request:

**CASH FUNDS**

Item	Instruction	Research	Public Svc	Acad Admin	Std Svcs	Admin	Phys Plant	Schol/Rem	Aux/RB	Row Total	
	PCS 1	PCS 2	PCS 3	PCS 4	PCS 5	PCS 6	PCS 7	PCS 8	PCS 9		
1	PAYABLES AS OF June 30, 2019										
	CSC	1,344,359.74	-	5,720.03	8,173.81	69,149.23	59,767.92	235,490.99		1,722,661.72	
	PSC	764,084.00	-	-	31,553.00	29,919.00	64,502.00	12,370.00		902,428.00	
	WSC	1,901,099.03	-	13,331.87	156,211.78	38,687.52	166,114.06	342,543.71		2,617,987.97	
2	REVENUE SUPPORTING ACCOUNTS										
	CSC	270,788.44	-	29,670.42	359,107.40	316,365.85	564,988.63	34,143.27		1,575,064.01	
	PSC	-	-	-	-	-	-	-		-	
	WSC	22,019.76	-	143,915.71	38,205.37	44,028.99	46,282.63	-		294,452.46	
2	FOR STRATEGIC INITIATIVES										
	CSC	-	-	-	-	-	-	-		-	
	PSC	193,627.00	-	-	672,159.00	115,543.00	193,000.00	-		1,174,329.00	
	WSC	-	-	-	-	-	355,000.00	-		355,000.00	
3	OTHER										
	CSC	-	-	-	-	-	-	-		-	
	PSC	20,451.00	-	-	22,803.00	-	357,741.00	85,000.00		485,995.00	
	WSC	140,770.90	-	-	102,234.15	2,234.00	131,579.28	400,789.58		777,607.91	
<b>Column Total: CSC CASH Funds</b>		1,615,148.18	-	35,390.45	367,281.21	385,515.08	624,756.55	269,634.26	-	3,297,725.73	
<b>Column Total: PSC CASH Funds</b>		978,162.00	-	-	726,515.00	145,462.00	615,243.00	97,370.00	-	2,562,752.00	
<b>Column Total: WSC CASH Funds</b>		2,063,889.69	-	157,247.58	296,651.30	84,950.51	698,975.97	743,333.29	-	4,045,048.34	
<b>Column Total: ALL COLLEGES</b>		4,657,199.87	-	192,638.03	1,390,447.51	615,927.59	1,938,975.52	1,110,337.55	-	9,905,526.07	
										Column Totals	9,905,526.07
										Row Totals	9,905,526.07
										Variance	-
										Balanced	

Attachment: Carryforward Worksheet-Cash Funds (2573 : Carryforward of Funds for Operations)

Biennial Appropriation Carryover Request:

**REVOLVING FUNDS**

Item	Instruction	Research	Public Svc	Acad Admin	Std't Svcs	Admin	Phys Plant	Schol/Rem	Aux/RB	Row Total	
											PCS 1
1	PAYABLES AS OF June 30, 2019										
	CSC								107,250.53	107,250.53	
	PSC								64,704.00	64,704.00	
	WSC								273,154.12	273,154.12	
2	OTHER										
	CSC								-	-	
	PSC								59,432.00	59,432.00	
	WSC								156,448.79	156,448.79	
Column Total: CSC REVOLVING Funds		-	-	-	-	-	-	-	107,250.53	107,250.53	
Column Total: PSC REVOLVING Funds		-	-	-	-	-	-	-	124,136.00	124,136.00	
Column Total: WSC REVOLVING Funds		-	-	-	-	-	-	-	429,602.91	429,602.91	
Column Total: ALL COLLEGES		-	-	-	-	-	-	-	660,989.44	660,989.44	
										Column Totals	660,989.44
										Row Totals	660,989.44
										Variance	-
										Balanced	

Attachment: Carryforward Worksheet-Revolving Funds (2573 : Carryforward of Funds for Operations)

Biennial Appropriation Carryover Request:

**FEDERAL FUNDS**

Item	Instruction	Research	Public Svc	Acad Admin	Std Svcs	Admin	Phys Plant	Schol/Rem	Aux/RB	Row Total	
	PCS 1	PCS 2	PCS 3	PCS 4	PCS 5	PCS 6	PCS 7	PCS 8	PCS 9		
1	PAYABLES AS OF June 30, 2019										
	CSC	-	4,423.34	-	-	13,638.18	-	-	-	18,061.52	
	PSC	-	-	-	-	-	-	-	-	-	
	WSC	-	-	-	-	-	-	-	-	-	
2	OTHER										
	CSC	-	-	-	-	-	-	-	-	-	
	PSC	-	-	-	55,763.00	-	-	-	-	55,763.00	
	WSC	-	-	-	-	-	-	-	-	-	
Column Total: CSC FEDERAL Funds		-	4,423.34	-	-	13,638.18	-	-	-	18,061.52	
Column Total: PSC FEDERAL Funds		-	-	-	55,763.00	-	-	-	-	55,763.00	
Column Total: WSC FEDERAL Funds		-	-	-	-	-	-	-	-	-	
Column Total: ALL COLLEGES		-	4,423.34	-	55,763.00	13,638.18	-	-	-	73,824.52	
										Column Totals	73,824.52
										Row Totals	73,824.52
										Variance	-
										Balanced	

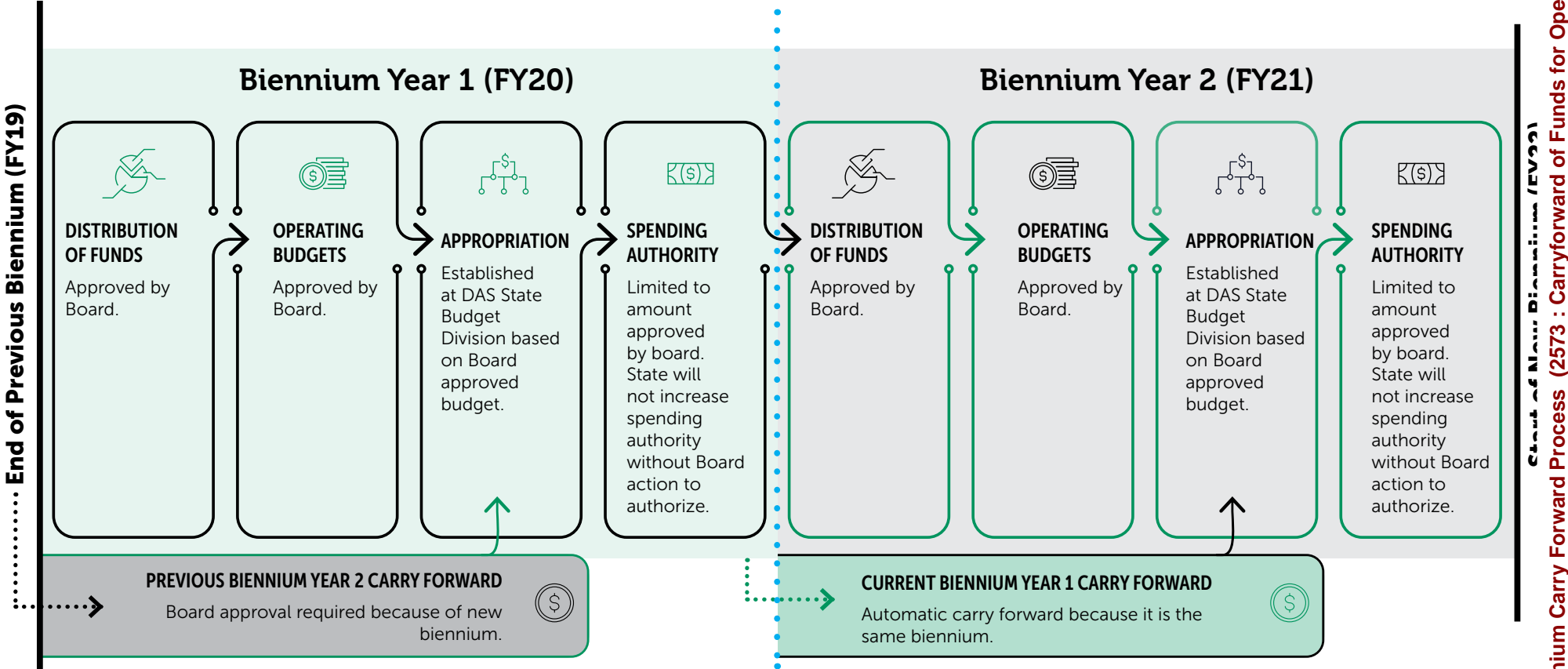
Attachment: Carryforward Worksheet-Federal Funds (2573 : Carryforward of Funds for Operations)



# Biennium Carry Forward Process

NEBRASKA STATE COLLEGE SYSTEM

## Current Biennium (FY20 and FY21)



**\*DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) - STATE BUDGET DIVISION**

The State Budget Division is the Governor’s budget office. All agencies’ appropriations are loaded into the Budget Division’s system that controls agency expenditure authority. For the NSCS’s cash and revolving (revenue bond) funds, the Board of Trustees has authority to establish and adjust the College and System Office spending authority. This is accomplished by the Board through the Distribution of Funds, Operating Expenditure Budgets, Authorizations for use of Appropriated or Unappropriated funds, and Carryforward Requests.

**ITEMS FOR DISCUSSION AND ACTION/FISCAL, FACILITIES AND AUDIT**

September 12, 2019

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**ACTION:** **Approve Amendment to Food Service Contract for Peru State College**

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The new food service program provided by Fresh Ideas has been very successful, and the numbers of students in the residence halls is increased, surpassing all estimates for participation in the College's food service program. Accordingly, an amendment is needed to adjust the manner in which payments are made to Fresh Ideas, and to accommodate the increased meal plan participants on the Daily Sliding Scale chart in the Agreement.

The System Office and Peru State College recommend approval of the Amendment to Food Service Contract for Peru State College.

**ATTACHMENTS:**

- PSC Dining Service Agreement Amendment (PDF)
- PSC Fresh Ideas Sliding Scale (PDF)

### Dining Service Agreement Amendment

The Board of Trustees of the Nebraska State Colleges dba Peru State College (College) and Fresh Ideas Management LLC, a Missouri limited liability company (Fresh Ideas) hereby agree to amend the Dining Service Agreement dated March 22, 2019. The amendment terms are identified below and will be effective on October 1, 2019.

The original Section 9 has been deleted and replaced with the following amended language:

#### Payment to Fresh Ideas

For the period of July 1, 2019, through September 30, 2019, Fresh Ideas will provide a reconciliation statement of student meal plan counts by meal plan to the Vice President for Administration and Finance. College will pay Fresh Ideas the difference between the amounts previously paid under the terms of the original Agreement and the amount determined to be due based on the daily sliding scale amount in amended Exhibit A.

As of October 1, 2019, College will pay Fresh Ideas on the first of each month \$146,309. Fresh Ideas will submit a monthly reconciliation statement of student meal plan counts during the academic year to the Vice President for Administration and Finance. College will pay Fresh Ideas monthly the difference between the amount paid and the amount due based on the daily sliding scale amount in amended Exhibit A. At the end of each fiscal year any adjustments to the monthly billing will be made to reflect actuals from the daily/sliding scale from the period July 1 to June 30.

The original Exhibit A has been deleted and replaced with the attached Amended Exhibit A dated September 5, 2019.

**BOARD OF TRUSTEES OF THE  
NEBRASKA STATE COLLEGES  
DBA PERU STATE COLLEGE:**

**FRESH IDEAS MANAGEMENT LLC:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Debbie A. White  
Title: Vice President for  
Administration and Finance

Printed Name: Dennis Owens  
Title: President

**BOARD OF TRUSTEES OF THE  
NEBRASKA STATE COLLEGES:**

By: \_\_\_\_\_

Printed Name: Paul Turman  
Title: Chancellor

Attachment: PSC Dining Service Agreement Amendment (2581 : Amendment to Food Service Contract for Peru State College)

Effective 09/05/2019



## Exhibit A - Pricing

## Peru State College Daily/Sliding Scale FY 19/20

Meal Plan	275 Block	210 Block	130 Block
Participants			
371-380	\$17.66	\$16.20	\$14.68
381-390	\$17.37	\$15.91	\$14.39
391-400	\$17.09	\$15.64	\$14.11
401-410	\$16.83	\$15.37	\$13.85
411-420	\$16.58	\$15.12	\$13.60
421-430	\$16.35	\$14.89	\$13.37
431-440	\$16.12	\$14.66	\$13.14
441-450	\$15.91	\$14.45	\$12.93
451-460	\$15.70	\$14.24	\$12.72
461-470	\$15.50	\$14.04	\$12.52
471-480	\$15.31	\$13.85	\$12.33
481-490	\$15.13	\$13.67	\$12.15
491-500	\$14.96	\$13.50	\$11.98
501-510	\$14.79	\$13.33	\$11.81
511-520	\$14.63	\$13.17	\$11.65
521-530	\$14.48	\$13.02	\$11.50
531-540	\$14.33	\$12.87	\$11.35
541-550	\$14.19	\$12.73	\$11.21
551-575	\$14.16	\$12.70	\$11.19
576-600	\$14.13	\$12.68	\$11.17
601-625	\$14.09	\$12.64	\$11.13
626-650	\$14.06	\$12.62	\$11.11

Casual Meal Rates	Guests	Employees	Commuters
Breakfast	\$5.75	\$4.50	\$4.81
Lunch	\$7.00	\$4.50	\$5.94
Brunch	\$7.25	\$4.50	\$5.94
Dinner	\$7.50	\$7.50	\$7.08
Steak Night	\$8.50	\$8.50	All Day - \$15.56
Admissions/Enrollment	\$5.50		

Summer Conference/Camp Rate	
Breakfast	\$6.25
Lunch	\$7.00
Dinner	\$7.00
All Day (3 meals)	\$19.75

\*We will honor existing rates in effect.

\* Catering Pricing - final catering pricing will be mutually agreed upon, signed and in writing, by College and Fresh Ideas

Attachment: PSC Fresh Ideas Sliding Scale (2581 : Amendment to Food Service Contract for Peru State College)

**ITEMS FOR DISCUSSION AND ACTION**  
**FISCAL, FACILITIES AND AUDIT**

September 12, 2019

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***ACTION:***                                   **First and Final Round Approval of Deletion of Board Policy 8040; Security Operations and Revisions to Board Policy 8005; Trespass; Policy and Procedure**

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Board Policy 8005 is being revised to indicate that the President from each College will have the general authority to provide for security of College property. The College may use the institutional security department, contract with private security companies or contract with local public enforcement for College security services.

Board Policy 8040 is being deleted because the policy is now covered in Board Policy 8005.

The System Office recommends approval of the Deletion of BP 8040; Security Operations & Revisions to BP 8005; Trespass; Policy & Procedure.

**ATTACHMENTS:**

- Deletion of Board Policy 8040           (PDF)
- Revisions to Board Policy 8005       (PDF)

**FACILITIES, NEBRASKA STATE COLLEGES****POLICY: 8040 Security Operations Page 1 of 1****BOARD POLICY**

~~The President of each State College shall have general control and direction of the security department of the institution. A State College may contract with private security companies or public law enforcement agencies for the provision of security services.~~

~~Each college shall establish regulations governing the possession, transportation and storage of firearms on the campus and publish said regulations in the institution's employee and student handbooks.~~

~~In order to provide a lawful and expedient means of excluding from a college's campus, buildings or other facilities, persons who commit overt, physical acts of violence or who substantially and materially disrupt or interfere with the orderly operation of the college, the college president is authorized to designate individual(s) who shall have responsibility and authority for the immediate supervision, management and control of the institution's buildings and other property.~~

~~This responsibility and authority shall include the right to prohibit or otherwise restrict access, occupation or possession of said property; and to initiate or authorize administrative, civil and/or criminal prosecution of persons or entities who violate any directive, policy or other regulation governing the use, occupancy or possession of the institution's facilities.~~

~~Whenever it reasonably appears that the continued presence of any person, who otherwise has consent to remain on the campus or within a campus building, constitutes an immediate, substantial and material threat of significant injury to, or interference with, persons, property or the orderly operation of the college, consent to remain therein shall be withdrawn. In the event withdrawal of consent is made, the employee withdrawing the consent shall, as soon as reasonably possible, submit a written report to the president, or his/her designee, which shall contain the following:~~

- ~~1. Description of person from whom consent was withdrawn, including the person's name, address and telephone number~~
- ~~2. Statement of the facts giving rise to the withdrawal of consent~~

~~Any person from whom consent has been withdrawn may submit a written request to the president for a hearing on the withdrawal and reinstatement of consent. Upon receipt of said notice, the president shall grant an opportunity for a hearing not later than seven (7) working days from the date of receipt thereof and shall mail a written notice of the time, place and date of said hearing to the person at the address specified in the request. Consent shall be reinstated whenever it reasonably appears that the presence of the person from whom consent was withdrawn will no longer disrupt the orderly operation of the campus, its programs, buildings or other facilities.~~

~~This policy shall not affect the power of any State College to suspend, dismiss, expel or otherwise discipline any student or employee at such college under alternative student or staff disciplinary procedures.~~

~~Legal Reference: RRS 85 306 State colleges; president; duties  
RRS 85 314 Board of trustees; rules and regulations~~

~~Policy Adopted: 3/11/94~~

## FACILITIES, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 8005 Campus Security; Trespass; Policy and Procedure Page 1 of 1**

### BOARD POLICY

The President of each College shall have the general authority to provide for the security of College property. A College may utilize the security department of the institution, contract with private security companies and/or contract with public law enforcement agencies for the provision of security services.

The Nebraska State Colleges are tax-supported state institutions and may be visited by the general public under certain conditions.

College ~~campus~~ property includes buildings, grounds, and parking lots. Not all property on eCollege campuses is open to the general public. Restricted areas which are not open to the general public include, but are not limited to, the following:

- Classrooms, laboratories and storage areas;
- Faculty and staff offices;
- Student residence buildings used for student living quarters; and,
- Locked College buildings during posted “closed” hours.

Visitors or guests who pose unreasonable risks to the safety and security of persons or property on campus, who violate eCollege policies or rules, or who have damaged property on campus have no "right" to be on eCollege property and may be advised to leave by the President or other authorized eCollege personnel and may be issued a written notice of trespass as provided below. Visitors and guests are responsible to understand and comply with eCollege policies and rules related to their conduct on eCollege property.

### PROCEDURE

#### Trespass Notice

Colleges may ban individuals from eCollege property (either specified portions of the College campus or the campus in its entirety) by issuing a written notice of trespass. -Violation of a trespass notice will be deemed to constitute trespassing on College property and the person may be cited and subject to prosecution for criminal trespass in violation of Neb. Rev. Stat. §28-520 or §28-521.

Legal Reference: RRS 28-520 Criminal trespass, first degree; penalty  
RRS 28-521 Criminal trespass, second degree; penalty

Policy Adopted: 6/6/08  
Policy Revised:

**ITEMS FOR DISCUSSION AND ACTION/FISCAL, FACILITIES AND AUDIT**

September 12, 2019

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**ACTION:** **Approve Artist and Art Design for 1% Art Project for Theatre/Event Center for Peru State College**

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Nebraska law and Board Policy 8067 provides for the set aside of one percent (1%) of state general fund appropriations for the original construction costs of certain capital construction projects to be used for the acquisition of works of art.

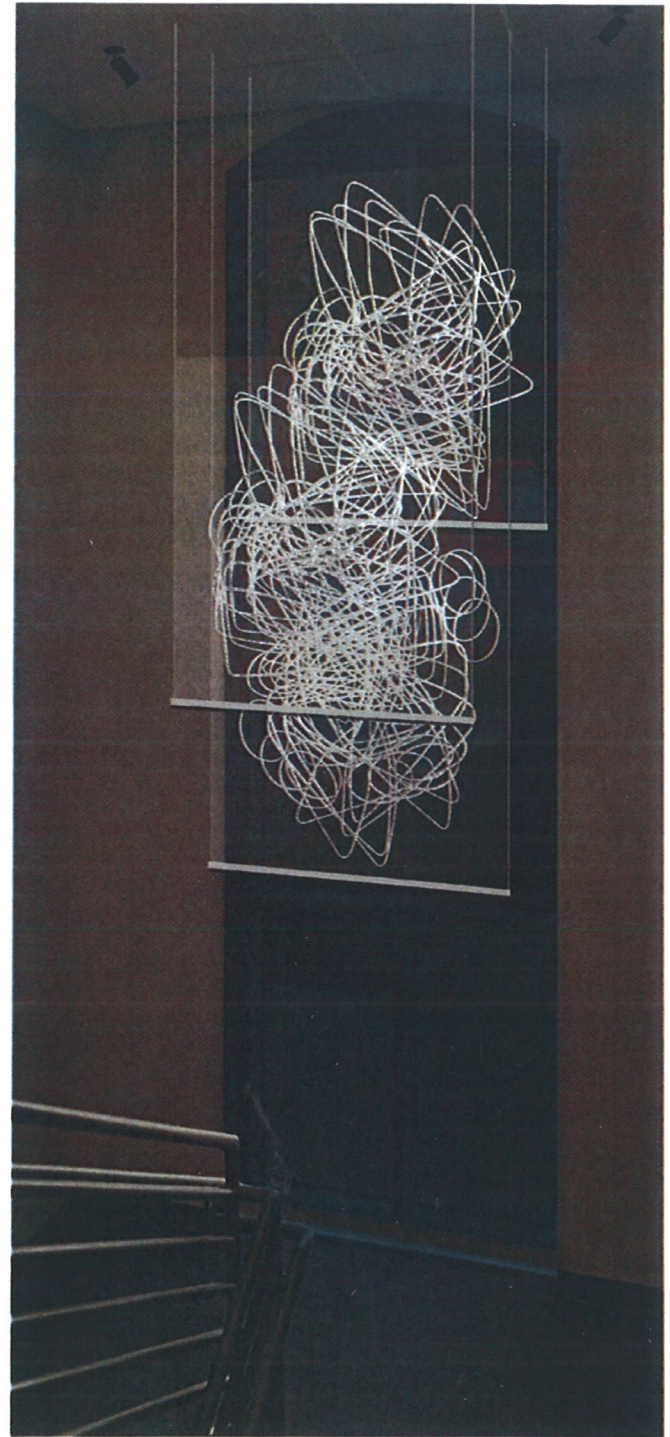
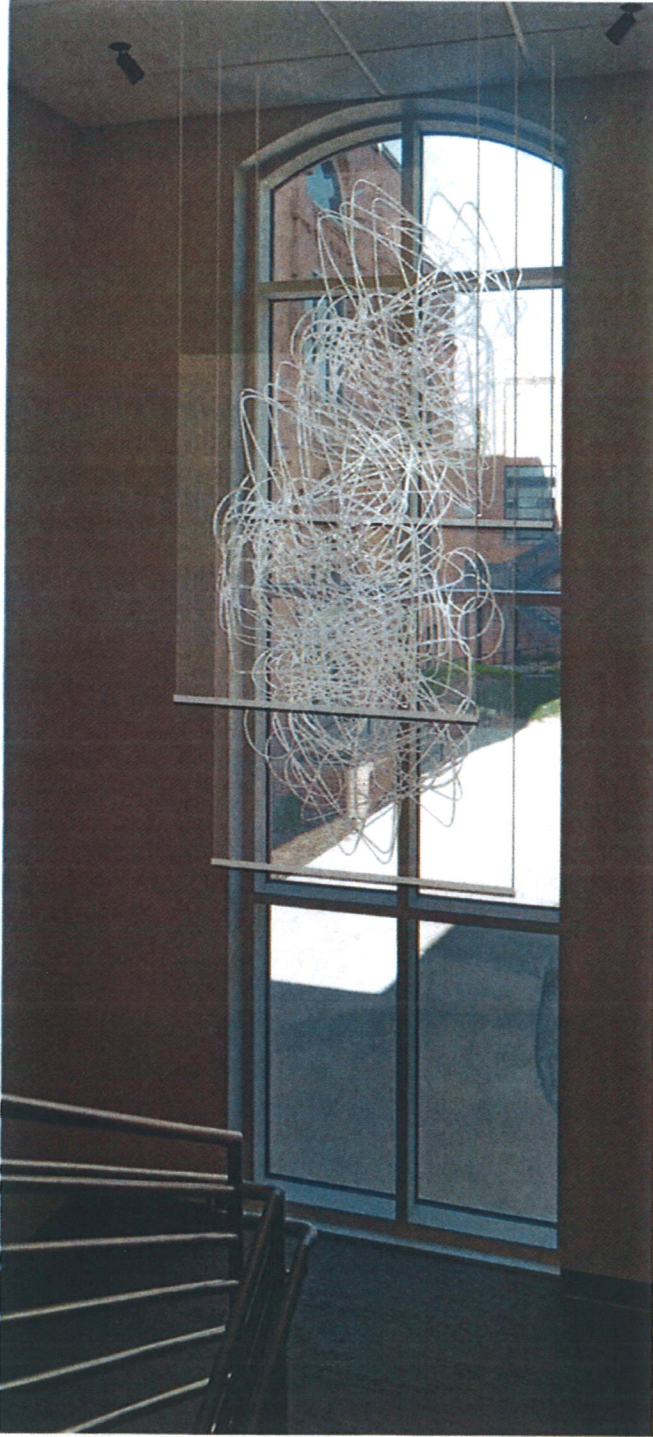
Peru State respectfully requests approval for the creation of artwork associated with the Performing Arts Center to be financed from \$19,000 in project funds from the renovation and addition project. Susan Knight provided a proposal suitable for permanent outdoor display. Following national artists' submissions for this site, Knight was invited to campus to present her proposal to the 1% for Art Committee. The Nebraska Arts Council was consulted through the entire selection process.

The System Office and Peru State College recommend approval of the Artist and Art Design for 1% Art Project for Theatre/Event Center for Peru State College.

**ATTACHMENTS:**

- PSC 1% Art Design-Performing Arts Center (PDF)





Attachment: PSC 1% Art Design-Performing Arts Center (2489 : Artist and Art Design for 1% Art Project for Theatre/Event Center for Peru State

**ITEMS FOR INFORMATION AND DISCUSSION\ACADEMIC AND PERSONNEL**

September 12, 2019

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**INFORMATION ONLY:      Reports of Personnel Actions**

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The personnel action reports are provided to the Board for information

Board Policy 5021 states that all full-time (0.75 FTE or more) and part-time (less than 0.75 FTE) personnel appointments must be reviewed and approved by the President and reported to the Chancellor. All full-time employment separations are also reported to the Chancellor. The Chancellor is required to report these changes along with changes to the System Office staffing to the Board on a regular basis.

**ATTACHMENTS:**

- CSC Personnel Report September 2019 (PDF)
- PSC Personnel Report September 2019 (PDF)
- WSC Personnel Report September 2019 (PDF)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College  
**MEETING DATE:** September 12, 2019

**RANKED FACULTY**

(FULL-TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Akuh, Comfort	Business	Assistant Professor	\$3,000	State	05/06/2019-06/14/2019	1.000	Additional Duties SARA	Special
Balmat, Jennifer	Math & Natural Sciences	Instructor	\$1,200	Grant	06/03/2019-06/28/2019	1.000	Additional Duties Upward Bound	Special
Blundell, E. Patricia	ECPSSW	Professor	\$5,000	State	05/09/2019-07/31/2019	1.000	Additional Duties CAEP	Special
Carnot, Mary Jo	ECPSSW	Professor	\$5,000	State	05/09/2019-08/15/2019	1.000	Additional Duties ESP	Special
Jamison, Todd	Business	Assistant Professor	\$52,103	State	08/20/2009-05/08/2019	1.000	Resignation	NA
Jamison, Wendy	Math & Natural Sciences	Professor	\$71,415	State	08/21/2008-05/08/2019	1.000	Resignation	NA
Khalid, Zunaria	Business	Assistant Professor	\$58,000	State	08/15/2019-05/13/2020	1.000	New Appointment	Tenure Track
King, Donald	ECPSSW	Professor	\$5,000	State	05/09/2019-07/31/2019	1.000	Additional Duties CAEP	Special
Kirsch, Kathleen	CMAT	Professor	\$5,000	State	05/09/2019-08/15/2019	1.000	Additional Duties ESP	Special
McCarthy, Christopher	Business	Assistant Professor	\$57,000	State	08/15/2019-05/13/2020	1.000	New Appointment	Tenure Track
Miller, B. Lee	Liberal Arts- Justice Studies, Social Sciences, & English	Professor	\$1,200	Grant	06/03/2019-06/28/2019	1.000	Additional Duties Upward Bound	Special
Miller, B. Lee	Liberal Arts- Justice Studies, Social Sciences, & English	Professor	\$1,100	State	06/14/2019-06/28/2019	1.000	Additional Duties LLC and TLC	Special
Miller, B. Lee	Liberal Arts- Justice Studies, Social Sciences, & English	Professor	\$2,300	State	07/01/2019-07/31/2019	1.000	Additional Duties LLC and TLC	Special
Rahman, Shafiq	CMAT	Professor	\$71,415	State	08/16/2007-05/08/2019	1.000	Resignation	NA
Ritzen, Donna	HFRM	Professor	\$500	Grant	06/03/2019-06/28/2019	1.000	Additional Duties Upward Bound	Special
Watt, Don	HFRM	Professor	\$886	State	06/14/2019-07/17/2019	1.000	Additional Duties Maintenance 98.47 hours \$9/hr	Special

Attachment: CSC Personnel Report September 2019 (2574 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College  
**MEETING DATE:** September 12, 2019

**RANKED FACULTY**  
 (FULL-TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Watt, Don	HFRM	Professor	\$839	State	05/10/2019-06/13/2019	1.000	Additional Duties Maintenance 93.27 hours \$9/hr	Special
Waugh, Wendy	Business	Professor	\$700	State	07/23/2019-07/31/2019	1.000	Additional Duties BMS	Special
Waugh, Wendy	Business	Professor	\$1,100	State	06/14/2019-06/28/2019	1.000	Additional Duties BMS	Special
Wilson, Tara	ECPSSW	Associate Professor	\$1,500	Grant	05/01/2019-05/31/2019	1.000	Additional Duties BHEC Grant	Special

**NON-RANKED FACULTY**  
 (PART-TIME/LESS THAN .75 FTE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Brown, Linda	Adjunct	NA	\$5,010	State	06/03/2019-07/26/2022	NA	EDAD 629, EDAD 634 (6 cr hr)	Special
Crouse, Kerma	Adjunct	NA	\$835	State	05/06/2019-05/31/2019	NA	EDUC 271 (1 cr hr)	Special
Crouse, Kerma	Adjunct	NA	\$835	State	06/03/2019-06/28/2019	NA	EDUC 271 (1 cr hr)	Special
Crouse, Kerma	Adjunct	NA	\$835	State	07/01/2019-07/26/2019	NA	EDUC 271 (1 cr hr)	Special
Dorwart, Jennifer	Adjunct	NA	\$2,505	State	06/03/2019-07/26/2019	NA	FIN 330 (3 cr hr)	Special
Downing, Julie	Adjunct	NA	\$1,670	State	05/06/2019-06/28/2019	NA	EDUC 329 (2 cr hr)	Special
Heath, Carly	Adjunct	NA	\$2,505	State	06/03/2019-07/26/2020	NA	ART 343 (3 cr hr)	Special
Johnson-Struempler, Kristin	Adjunct	NA	\$2,505	State	06/03/2019-07/26/2021	NA	EDCI 638 (3 cr hr)	Special
Kerry, Lucyann	Adjunct	NA	\$2,505	State	05/06/2019-06/28/2019	NA	CA 620 (3 cr hr)	Special
Khalid, Zunaria	Part Time Faculty	NA	\$400	State	07/01/2019-07/05/2019	NA	Early onboarding	Special
Khalid, Zunaria	Part Time Faculty	NA	\$1,800	State	07/22/2019-08/14/2019	NA	Early onboarding	Special

Attachment: CSC Personnel Report September 2019 (2574 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College

**MEETING DATE:** September 12, 2019

**NON-RANKED FACULTY**  
(PART-TIME/LESS THAN .75 FTE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Knutson, Jennifer	Adjunct	NA	\$2,505	State	06/03/2019-07/26/2023	NA	EDCI 635 (3 cr hr)	Special
Petersen, Grace	Adjunct	NA	\$2,505	State	06/03/2019-07/26/2024	NA	READ 634 (3 cr hr)	Special
Plas, Aaron	Adjunct	NA	\$2,505	State	06/03/2019-07/26/2025	NA	EDAD 632 (3 cr hr)	Special
Plummer, Scott	Adjunct	NA	\$2,505	State	07/01/2019-07/26/2019	NA	EDUC 534 (3 cr hr)	Special
Policastro, Felice	Adjunct	NA	\$2,505	State	05/06/2019-06/28/2019	NA	FIN 333 (3 cr hr)	Special
Pollard, Tracie	Adjunct	NA	\$1,670	State	05/06/2019-06/28/2019	NA	EDUC 321 (2 cr hr)	Special
Rust, Catherine	Adjunct	NA	\$2,505	State	06/03/2019-07/26/2026	NA	SPED 455/555 (3 cr hr)	Special
Stephens, Lauren	Adjunct	NA	\$700	Grant	06/03/2019-06/28/2019	NA	Additional Duties Upward Bound	Special
Tibbits, Tawny	Part Time Faculty	NA	\$300	State	08/12/2019-08/14/2019	NA	Early onboarding	Special

**UNIONIZED PROFESSIONAL STAFF**  
(FULL-TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Alfred, Stephanie	Project Coordinator	NA	\$35,760 prorated \$4,275	State	05/20/2019-06/30/2019	1.000	New Appointment	Special
Barrett, Paul	Assistant Coach	NA	\$35,314 prorated \$33,266	State	07/23/2019-06/30/2020	1.000	New Appointment	Special
DeSanti, Bryar	Assistant Coach	NA	\$37,500 prorated \$34,375	State	07/31/2019-06/30/2020	1.000	New Appointment	Special
Golembiewski, Shauna	Coordinator of Admissions Services	NA	\$38,950	State	08/13/2018-08/02/2019	1.000	Resignation	NA
Hunter, Hillary	Teacher	NA	\$28,986	State	12/03/2018-06/17/2019	1.000	Resignation	NA

Attachment: CSC Personnel Report September 2019 (2574 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College  
**MEETING DATE:** September 12, 2019

**UNIONIZED PROFESSIONAL STAFF**  
 (FULL-TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Jersild, Craig	Football Coordinator Defensive	NA	\$50,000	State	07/01/2019-06/30/2020	1.000	New Appointment	Specific
Masters, Logan	Assistant Coach	NA	\$37,604	State	02/22/2017-06/30/2019	1.000	Resignation	NA
Masters, Logan	Football Coordinator Offensive	NA	\$50,000	State	07/01/2019-06/30/2020	1.000	New Appointment	Specific
O'Daniel, Tyler	Admissions Representative	NA	\$33,718	State	10/20/2017-07/19/2019	1.000	Resignation	NA
Rolfsmeier, Steven	Director-Museum	NA	\$4,502	Grant	05/01/2019-07/31/2019	1.000	Additional Duties Digitalization	Special
Rovner, Caitlin	Academic Advisor	NA	\$45,100	State	03/11/2019-07/31/2019	1.000	Resignation	NA
Rovner, Caitlin	Director-Transitional Studies	NA	\$47,000 prorated \$43,083	State	08/01/2019-06/30/2020	1.000	New Appointment	Special
Smith, Jaclyn	Academic Advisor	NA	\$43,269	State	04/20/2017-06/15/2019	1.000	Resignation	NA
Smith, Sara	Admissions Representative	NA	\$42,136	State	08/15/2017-08/02/2019	1.000	Resignation	NA
Smith, Sara	Coordinator of Admissions Services	NA	\$42,136 prorated \$38,305	State	08/05/2019-06/30/2020	1.000	New Appointment	Special
Winters, Christina	Licensed Student Counselor	NA	\$48,500 prorated \$45,688	State	07/23/2019-06/30/2019	1.000	New Appointment	Special
Zeller, LaWayne	Director-Field Experience	NA	\$2,505	State	05/06/2019-06/28/2019	1.000	EDUC 320 EDUC 405 (3 cr hr)	Special

Attachment: CSC Personnel Report September 2019 (2574 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College  
**MEETING DATE:** September 12, 2019

**NON-UNIONIZED PROFESSIONAL STAFF**  
 (FULL TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Hyer, Joel	Dean	NA	\$114,407	State	07/01/2011-06/28/2019	1.000	Resignation	NA
Miller, B. Lee	Interim Associate Vice President for Teaching and Learning	NA	\$93,634 prorated \$85,476	State	08/02/2019-06/30/2020	1.000	New Appointment	NA
Northrup, Riley	Head Track and Field Coach	NA	\$861	State	01/13/2019-01/27/2019	1.000	Camp Duties	Special
Raymer, Janet	Head Women's Basketball Coach	NA	\$5,863	State	03/22/2019-03/24/2019	1.000	Hoop Shoot Duties	Special
Reed, Charles	Head Men's Basketball Coach	NA	\$5,863	State	03/22/2019-03/24/2019	1.000	Hoop Shoot Duties	Special
Stadler, Jennifer	Head Women's Volleyball Coach	NA	\$55,000 prorated \$3,437	State	06/10/2019-06/30/2019	1.000	New Appointment	NA
Stone, Karen	Athletic Trainer	NA	\$28,752	State	10/19/2018-06/15/2019	1.000	Resignation	NA
Waugh, Wendy	Interim Dean	NA	\$106,500 prorated \$97,625	State	08/01/2019-06/30/2020	1.000	New Appointment	NA

**UNIONIZED SUPPORT STAFF**  
 (FULL TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Alfred, Stephanie	OA II	NA	\$1,977.92	State	01/02/2018-05/19/2019	1.000	Resignation	NA
Bruce, Emily	OA II	NA	\$1,902.17	State	05/08/2018-05/31/2019	1.000	Resignation	NA
Dewald, Jason	Custodian	NA	\$1,861.25	State	10/26/2015-07/19/2019	1.000	Resignation	NA
Diehl, Robert	MRW III	NA	\$2,496.83	State	05/07/2014-06/02/2019	1.000	Resignation	NA
Enos, Bryan	MRW II	NA	\$2,698.42	State	08/01/2005-07/05/2019	1.000	Retirement	NA
Glass, Stephanie	OA II	NA	\$1,945.42	State	12/17/2018-08/02/2019	1.000	Resignation	NA

Attachment: CSC Personnel Report September 2019 (2574 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College

**MEETING DATE:** September 12, 2019

**UNIONIZED SUPPORT STAFF**  
(FULL TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Jordan, Joseph	Custodian	NA	\$2,066.33	State	08/30/2010-09/03/2019	1.000	Resignation	NA
Knaub, Nancy	Custodian	NA	\$2,015.91	State	5/10/2019	1.000	New Hire	Probationary
Liston, Clarisa	Accounting Clerk III	NA	\$2,250.00	State	6/19/2019	1.000	New Hire	Probationary
March, Chad	MRW III	NA	\$2,750.00	State	8/19/2019	1.000	New Hire	Probationary

**NON-UNIONIZED SUPPORT STAFF**  
(FULL-TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Diehl, Robert	Maintenance Manager	NA	\$3,500.00	State	6/3/2019	1.000	New Hire	NA

Attachment: CSC Personnel Report September 2019 (2574 : Reports of Personnel Actions)



**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: PERU STATE COLLEGE**  
**MEETING DATE: September 12, 2019**

<b>RANKED FACULTY</b> (Full-time/.75 FTE or more)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Chipman, Todd	School of Professional Studies	Instructor	\$30,526	State	01/03/19 - 05/08/19	1.0	Resignation	N/A
Meints, Kenneth	School of Arts and Science	Associate Professor	\$64,522	State	09/01/14 - 05/08/19	1.0	Resignation	N/A
Pollock, Miranda	School of Arts and Science	Associate Professor	\$62,000	State	09/01/18 - 05/08/19	1.0	Resignation	N/A
Schottel, Ronicka	School of Professional Studies	Associate Professor	\$57,627	State	08/16/12 - 05/08/19	1.0	Non-Renewal	N/A

<b>UNIONIZED PROFESSIONAL STAFF</b> (Full-time/.75 FTE or more)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Albury, Whitley	Assistant Coach	N/A	\$34,453 (pro-rated \$2,201)	State	06/03/19 - 06/30/19	1.0	New Appointment	Special
Cook, Hannah	Coordinator of Admissions Services	N/A	\$32,896 (pro-rated \$2,101)	State	06/03/19 - 06/30/19	1.0	New Appointment	Special
Davis, Tracy	Educational Support and Disability Services Coordinator	N/A	\$43,499 (pro-rated \$1,570)	State	06/18/19 - 06/30/19	1.0	New Appointment	Special
Earnest, Brooke	Academic Advisor	N/A	\$41,708	State	07/20/15 - 08/09/19	1.0	Resignation	N/A
Edwards, Clara	Assistant Director-Residence Life	N/A	\$28,824 (pro-rated \$28,281)	Revenue Bond	07/08/19 - 06/30/20	1.0	New Appointment	Special
Haveman, Debra	IT Analyst	N/A	\$750	State	06/01/19 - 06/30/19	1.0	Additional Duties	Special
Kunkel, Margaret	School of Education	Dean	\$110,991	State	08/18/03 - 06/30/19	1.0	Retirement	N/A
Pannell, DeOn'tae	Football Coordinator (Defensive)	N/A	\$42,756 (pro-rated \$7,244)	State	05/01/19 - 06/30/19	1.0	New Appointment	Special
Portesan, Sergio	Assistant Director-Residence Life	N/A	\$28,121	Revenue Bond	07/01/17 - 06/21/19	1.0	Resignation	N/A
Pugh, Debra	Assistant Director-Financial Aid	N/A	\$500	State	06/01/19 - 06/30/19	1.0	Additional Duties	Special
Wilhelm, Keri	Coordinator of Admissions Services	N/A	\$35,018	State	10/01/15 - 08/31/19	1.0	Resignation	N/A

Attachment: PSC Personnel Report September 2019 (2574 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR  
COLLEGE: PERU STATE COLLEGE  
MEETING DATE: September 12, 2019**

<b>NON-UNIONIZED PROFESSIONAL STAFF</b> (Full-time/.75 FTE or more)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Blobaum, Kevin	Director of Distance Education	N/A	\$69,500 (pro-rated \$5,791)	State	06/01/19 - 06/30/19	1.0	New Appointment	Special
Rieschick, Erin	Director of Business Services	N/A	\$49,245 (pro-rated \$2,872)	State	06/10/19 - 06/30/19	1.0	New Appointment	Special
Rogers, Sarah	Director of Financial Aid	N/A	\$73,000 (pro-rated \$70,252)	State	07/15/19 - 06/30/20	1.0	New Appointment	Special
White, Mason	Director of Financial Aid	N/A	\$78,155	State	09/01/17 - 05/31/19	1.0	Resignation	N/A

<b>UNIONIZED SUPPORT STAFF</b> (Full-time/.75 FTE or more)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Cubrich, Mary	Custodian	N/A	\$882	State	09/04/18 - 05/02/19	0.5	Resignation	N/A
Isaacs, Noah	Custodian	N/A	\$1,764	State	05/01/19 - 06/30/19	1.0	New Hire	Probationary
Kieler, Hope	Accounting Clerk III	N/A	\$2,256	State	02/12/16 - 06/18/19	1.0	Resignation	N/A
Murphy, Charles	MRW III	N/A	\$2,722	State	11/01/12 - 07/31/19	1.0	Resignation	N/A
Riehle, Jontae	MRW II	N/A	\$2,036	Revenue Bond	10/16/18 - 06/28/19	1.0	Resignation	N/A
Robke, Tyler	Custodian	N/A	\$1,764	State	05/06/19 - 06/30/19	1.0	New Hire	Probationary
Robke, Tyler	Custodian	N/A	\$1,808	State	05/06/19 - 07/10/19	1.0	Discharged	N/A
Sayer, Kelsee	Office Assistant IV	N/A	\$2,530	State	10/23/17 - 06/30/19	1.0	Resignation	N/A
Wredt, Andrew	MRW II	N/A	\$2,036	State	05/15/19 - 06/30/19	1.0	New Hire	Probationary

Attachment: PSC Personnel Report September 2019 (2574 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
**MEETING DATE: September 12, 2019**

<b>Ranked Faculty</b> (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Albracht, Carolyn	Art and Design	Assistant Professor	\$100.00	State	05/19/19	N/A	Attending interview sessions with CAEP Accreditation Site Visit Team	Special
Arneson, Patricia	Business and Economics	Professor	\$100.00	State	05/19/19	N/A	Attending interview sessions with CAEP Accreditation Site Visit Team	Special
Barnes, Johanna	Educational Foundations and Leadership	Associate Professor	\$4,560.00	State	05/13/19-08/07/19	N/A	Lead and facilitator for the Community of Learning programs Summer 2019	Special
Bergh, Justin	Communication Arts	Assistant Professor	\$50,000.00	State	08/16/18-05/08/19	1.000	Resignation	N/A
Bohnert, David	Music	Professor	\$5,490.00	State	05/16/19-08/09/19	N/A	Marching Band Director duties	Special
Browning, Thomas	Educational Foundations and Leadership	Assistant Professor	\$400.00	State	06/17/19-06/25/19	N/A	STEP/EDU 150-250-275 Work Group & Practicum Work Group	Special
Browning, Thomas	Educational Foundations and Leadership	Assistant Professor	\$150.00	State	07/03/19-07/16/19	N/A	Summer Committee Structure Advisory Task Force member	Special
Buryanek, Donald	Technology and Applied Sciences	Assistant Professor	\$1,000.00	State	06/01/19-06/18/19	N/A	Preparation and instruction for Engineering Camp	Special
Davis, Adam	Physical Sciences and Mathematics	Professor	\$1,000.00	State	06/01/19-06/18/19	N/A	Preparation and instruction for Engineering Camp	Special
Dickson, Cody	Counseling	Assistant Professor	\$1,500.00	State	05/13/19-08/07/19	N/A	Help Clinic during the Summer	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
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**MEETING DATE: September 12, 2019**

<b>Ranked Faculty</b> (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Dickson, Cody	Counseling	Assistant Professor	\$1,000.00	State	05/13/19-08/07/19	N/A	Development and facilitation of a pre-professional or professional student interest group during Summer	Special
Dickson, Cody	Counseling	Assistant Professor	\$50,750.00	State	08/17/17-08/12/19	1.000	Resignation	N/A
Dickson, Maria	Educational Foundations and Leadership	Instructor	\$200.00	State	06/24/19-06/25/19	N/A	Practicum work Group	Special
Dickson, Maria	Educational Foundations and Leadership	Instructor	\$42,630.00	State	08/17/17-07/10/19	1.000	Resignation	N/A
Farr, Sarah	Music	Assistant Professor	\$500.00	State	07/20/19-08/01/19	N/A	Musical instruction at the 2019 WSC Summer Music Camp	Special
Fisher, Jeffrey	Business and Economics	Instructor	\$60,000.00	State	08/15/19-05/13/20	1.000	New Appointment, replaced Heather Pemberton	Non Tenure Track
Greene, Todd	Psychology and Sociology	Associate Professor	\$60,794.00	State	08/21/09-05/08/19	1.000	Resignation	N/A
Haakenson, Matthew	Music	Assistant Professor	\$400.00	State	07/20/19-08/01/19	N/A	Musical instruction at the 2019 WSC Summer Music Camp	Special
Hammer, Mark	Life Sciences	Professor	\$150.00	State	07/03/19-07/16/19	N/A	Summer Committee Structure Advisory Task Force member	Special
Harms, Sally	Physical Sciences and Mathematics	Professor	\$100.00	State	05/19/19	N/A	Attending interview sessions with CAEP Accreditation Site Visit Team	Special
Irlmeier, Joni	Educational Foundations and Leadership	Associate Professor	\$200.00	State	06/17/19-06/18/19	N/A	STEP/EDU 150-250-275 Work Group	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
**MEETING DATE: September 12, 2019**

<b>Ranked Faculty</b> (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Karsky, Jason	Criminal Justice	Professor	\$200.00	State	06/26/19-06/27/19	N/A	Preparation and instruction for Camp CSI	Special
Knezevic, Branislava	Counseling	Associate Professor	\$1,500.00	State	05/13/19-08/07/19	N/A	Administrative planning and development for the South Sioux City Core Counseling Cohort Program for Fall 2019	Special
Knezevic, Branislava	Counseling	Associate Professor	\$1,000.00	State	06/10/19-06/21/19	N/A	Workgroups in June 2019	Special
Lindsay, Alan	Technology and Applied Sciences	Instructor	\$64,000.00	State	08/15/19-05/13/20	1.000	New Appointment, replaced Donald Buryanek	Non Tenure Track
Loggins, Ronald	Life Sciences	Professor	\$71,415.00	State	08/21/09-06/30/19	1.000	Resignation	N/A
Miller-Niles, Angela	Music	Assistant Professor	\$500.00	State	07/20/19-08/01/19	N/A	Musical instruction at the 2019 WSC Summer Music Camp	Special
Mitchell, Daniel	Technology and Applied Sciences	Instructor	\$64,000.00	State	08/15/19-05/13/20	1.000	New Appointment	Non Tenure Track
Murphy, Katherine	Counseling	Assistant Professor	\$1,100.00	State	06/10/19-06/26/19	N/A	Workgroups running in June 2019	Special
Newcomb, Lori	Language and Literature	Associate Professor	\$500.00	State	05/13/19-08/07/19	N/A	Designing and implementing an online honors course for Fall 2019	Special
Post, Cassandra	Criminal Justice	Instructor	\$200.00	State	06/26/19-06/27/19	N/A	Preparation and instruction for Camp CSI	Special
Reed, Dustin	Counseling	Assistant Professor	\$55,000.00	State	08/15/19-05/13/20	1.000	New Appointment, replaced Adam Hardy	Tenure Track
Scruggs, Leigh	Educational Foundations and Leadership	Assistant Professor	\$55,000.00	State	08/15/19-05/13/20	1.000	New Appointment, replaced Gretchen Ronnow	Tenure Track

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
**MEETING DATE: September 12, 2019**

<b>Ranked Faculty</b> (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Simmons, Midge	Educational Foundations and Leadership	Assistant Professor	\$100.00	State	05/19/19	N/A	Attending interview sessions with CAEP Accreditation Site Visit Team	Special
Simmons, Midge	Educational Foundations and Leadership	Assistant Professor	\$400.00	State	06/17/19-06/25/19	N/A	STEP/EDU 150-250-275 Work Group and Practicum Work Group	Special
Vilkas, Ben	Educational Foundations and Leadership	Assistant Professor	\$500.00	State	06/17/19-06/25/19	N/A	STEP/EDU 150-250-275 Work Group, Internship Work Group, and Practicum Work Group	Special
Walsh, Sara	Educational Foundations and Leadership	Assistant Professor	\$100.00	State	05/19/19	N/A	Attending interview sessions with CAEP Accreditation Site Visit Team	Special
Wanek, Lisa	Criminal Justice	Assistant Professor	\$200.00	State	06/26/19-06/27/19	N/A	Preparation and instruction for Camp CSI	Special
Weixelman, Chris Tee	Educational Foundations and Leadership	Assistant Professor	\$100.00	State	05/19/19	N/A	Attending interview sessions with CAEP Accreditation Site Visit Team	Special
White, Michael	Communication Arts	Assistant Professor	\$350.00	State	06/17/19-06/21/19	N/A	Directing and instructing the Summer Film Makers Workshop	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
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<b>Non-Ranked Faculty</b> (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Applewhite, Stephanie	Educational Foundations and Leadership	Lecturer	\$45,000.00	State	08/15/19-05/13/20	1.000	New Appointment, replaced James Ossian	Special
Listerfelt, Nicole	Physical Sciences and Mathematics	Lecturer	\$3,360.00	State	06/19/19-08/15/19	N/A	Assistance to the Records and Registration Office at \$20.00 per hour not to exceed 168 hours	Special

<b>Non-Ranked Faculty</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Applewhite, Stephanie	Adjunct	N/A	\$2,505.00	State	05/13/19-07/05/19	N/A	EDU 603-00W2 (3 cr hrs)	Special
Applewhite, Stephanie	Part-Time Faculty	N/A	\$900.00	State	06/05/19-06/28/19	N/A	Early On-Boarding	Special
Applewhite, Stephanie	Part-Time Faculty	N/A	\$2,100.00	State	07/08/19-08/14/19	N/A	Early On-Boarding	Special
Applewhite, Stephanie	Adjunct	N/A	\$400.00	State	07/01/19-07/02/19	N/A	Attend Facilitator day's workshops at \$25.00 per hour not to exceed 16 hours	Special
Boughn, Alison	Adjunct	N/A	\$2,505.00	State	05/13/19-07/05/19	N/A	EDU 603-00W0 (3 cr hrs)	Special
Boughn, Alison	Adjunct	N/A	\$2,505.00	State	07/08/19-08/07/19	N/A	CSL 218-00W0 (3 cr hrs)	Special
Boughn, Alison	Part-Time Faculty	N/A	\$800.00	State	08/05/19-08/14/19	N/A	Early On-Boarding	Special
Brasch, Stacy	Adjunct	N/A	\$2,505.00	State	05/13/19-07/05/19	N/A	BUS 208-00W0 (3 cr hrs)	Special
Coffin, Lori	Adjunct	N/A	\$400.00	State	07/01/19-07/02/19	N/A	Attend Facilitator day's workshops at \$25.00 per hour not to exceed 16 hours	Special
Drieling, Rita	Adjunct	N/A	\$1,670.00	State	07/08/19-08/07/19	N/A	CSL 643-00W0 (2 cr hrs)	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
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<b>Non-Ranked Faculty</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Dugan, Kristie	Adjunct	N/A	\$400.00	State	07/01/19-07/02/19	N/A	Attend Facilitator day's workshops at \$25.00 per hour not to exceed 16 hours	Special
Galvin, Susan	Adjunct	N/A	\$400.00	State	07/01/19-07/02/19	N/A	Attend Facilitator day's workshops at \$25.00 per hour not to exceed 16 hours	Special
Gutenschwager, Erica	Adjunct	N/A	\$2,490.00	State	01/07/19-06/13/19	N/A	Study Abroad program in Greece up to 166 hours at \$15.00 per hour	Special
Heimann, Bill	Adjunct	N/A	\$5,010.00	State	06/03/19-07/05/19	N/A	EDU 666-00W0 (3 cr hrs) and EDU 666-00W1 (3 cr hrs)	Special
Henning, Samantha	Adjunct	N/A	\$400.00	State	07/01/19-07/02/19	N/A	Facilitator day's workshops at \$25.00 per hour not to exceed 16 hours	Special
Hilker, Carol	Adjunct	N/A	\$100.00	State	05/19/19	N/A	Attend interview with CAEP Accreditation Site Visit Team at \$15.00 per hour	Special
Hoesing, Dan	Adjunct	N/A	\$5,010.00	State	07/08/19-08/07/19	N/A	EDU 740-00W0 (3 cr hrs) and EDU 740-00W1 (3 cr hrs)	Special
Hurner, Casey	Adjunct	N/A	\$5,010.00	State	07/08/19-08/07/19	N/A	SPD 611-00W0 (3 cr hrs) and SPD 611-00W1 (3 cr hrs)	Special
Jindra, Rhonda	Adjunct	N/A	\$650.00	State	05/10/19-07/02/19	N/A	Mentorship work with the Community of Learning mentor, facilitators, and the Education and Counseling Dean at \$25.00 per hour	Special



**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
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<b>Non-Ranked Faculty</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Johnke, Jennifer	Adjunct	N/A	\$400.00	State	07/11/19-07/02/19	N/A	Attend Facilitator day's workshops at \$25.00 per hour not to exceed 16 hours	Special
Kriekemeier, Cheryl	Adjunct	N/A	\$2,505.00	State	06/03/19-07/05/19	N/A	CSL 670-00H0 (3 cr hrs)	Special
Kroenke, Ainslee	Adjunct	N/A	\$1,670.00	State	07/08/19-08/07/19	N/A	CSL 643-CSW0 (2 cr hrs)	Special
Kunz, Rachel	Part-Time Faculty	N/A	\$1,700.00	State	05/28/19-06/19/19	N/A	Early On-Boarding	Special
Kunz, Rachel	Part-Time Faculty	N/A	\$1,300.00	State	07/01/19-08/14/19	N/A	Early On-Boarding	Special
Lafleur, Ross	Adjunct	N/A	\$400.00	State	07/01/19-07/02/19	N/A	Attend Facilitator day's workshops at \$25.00 per hour not to exceed 16 hours	Special
Layden, Scott	Adjunct	N/A	\$2,505.00	State	07/08/19-08/07/19	N/A	EDU 652-00W0 (3 cr hrs)	Special
Lenihan, Joseph	Graduate Assistant	N/A	\$2,160.00	State	05/27/19-08/15/19	N/A	Athletic grounds at \$9.00 per hour not to exceed 240 hours	Special
Lindsay, Alan	Part-Time Faculty	N/A	\$900.00	State	06/04/19-06/28/19	N/A	Early On-Boarding	Special
Lindsay, Alan	Part-Time Faculty	N/A	\$2,100.00	State	07/01/19-08/14/19	N/A	Early On-Boarding	Special
Loggins, Melanie	Adjunct	N/A	\$600.00	State	05/13/19-07/12/19	N/A	Academic advising duties during New Student Registration up to 40 hours at \$15.00 per hour	Special
Micek, Ashley	Adjunct	N/A	\$400.00	State	07/01/19-07/02/19	N/A	Attend Facilitator day's workshops at \$25.00 per hour not to exceed 16 hours	Special
Mitchell, Dan	Part-Time Faculty	N/A	\$400.00	State	06/11/19-06/17/19	N/A	Early On-Boarding	Special
Mitchell, Dan	Part-Time Faculty	N/A	\$2,600.00	State	07/01/19-08/09/19	N/A	Early On-Boarding	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
**MEETING DATE: September 12, 2019**

<b>Non-Ranked Faculty</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Niemann, Jill	Adjunct	N/A	\$100.00	State	05/19/19	N/A	Attend interview with CAEP Accreditation Site Visit Team at \$15.00 per hour	Special
O'Grady, Ryan	Adjunct	N/A	\$400.00	State	07/01/19-07/02/19	N/A	Attend Facilitator day's workshops at \$25.00 per hour not to exceed 16 hours	Special
Ohlerking, Mary Anne	Adjunct	N/A	\$400.00	State	07/01/19-07/02/19	N/A	Attend Facilitator day's workshops at \$25.00 per hour not to exceed 16 hours	Special
Paul, Kimberly	Adjunct	N/A	\$5,010.00	State	07/08/19-08/07/19	N/A	EDU 626-00W0 (3 cr hrs) and EDU 626- 00W1 (3 cr hrs)	Special
Pepin, Suzanne	Adjunct	N/A	\$2,171.00	State	06/03/19-07/05/19	N/A	MUS 214-00W0 (2.60 cr hrs)	Special
Plager, Tiffany	Adjunct	N/A	\$2,775.00	State	01/07/19-05/24/19	N/A	Coordinate the NENTA program up to 111 hours at \$25.00 per hour	Special
Reed, Dustin	Part-Time Faculty	N/A	\$2,100.00	State	07/08/19-08/14/19	N/A	Early On-Boarding	Special
Rodriguez-Kufner, Mytzy	Adjunct	N/A	\$2,505.00	State	07/08/19-08/07/19	N/A	ENG 426/526-01 (3 cr hrs)	Special
Ruth, Rusty	Part-Time Faculty	N/A	\$2,800.00	State	07/08/19-08/14/19	N/A	Early On-Boarding	Special
Schlickbernd, Sara	Adjunct	N/A	\$5,010.00	State	06/03/19-07/05/19	N/A	EDU 415/515-00H1 (3 cr hrs) and EDU 416/516-00H1 (3 cr hrs)	Special
Short, Donald	Adjunct	N/A	\$100.00	State	05/19/19	N/A	Attend interview with CAEP Accreditation Site Visit Team at \$15.00 per hour	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
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<b>Non-Ranked Faculty</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Sieh, Michael	Adjunct	N/A	\$5,010.00	State	07/08/19-08/07/19	N/A	EDU 655-00W0 (3 cr hrs) and EDU 655-00W1 (3 cr hrs)	Special
Spieker, Mollie	Adjunct	N/A	\$600.00	State	05/13/19-07/12/19	N/A	Perform academic advising duties during New Student Registration up to 40 hours at \$15.00 per hour	Special
Stark, Carmen	Adjunct	N/A	\$5,010.00	State	06/03/19-07/05/19	N/A	EDU 415/515-SSH0 (3 cr hrs) and EDU 416/516-SSH0 (3 cr hrs)	Special
Stroessner, Aaron	Adjunct	N/A	\$552.00	State	05/13/19-08/07/19	N/A	MUS 661-00W0 (0.66 cr hr)	Special
Ticer, Kaylee	Adjunct	N/A	\$1,670.00	State	06/03/19-07/05/19	N/A	EDU 217-00W0 (2 cr hrs)	Special
Timm, Cheryl	Adjunct	N/A	\$2,505.00	State	05/13/19-07/05/19	N/A	FCS 115-00W0 (3 cr hrs)	Special
Tucker, Anne	Adjunct	N/A	\$835.00	State	03/11/19-05/08/19	N/A	EDU 457/557-00W1 (1 cr hr)	Special
Tucker, Anne	Adjunct	N/A	\$835.00	State	06/03/19-07/05/19	N/A	EDU 457/557-00W0 (1 cr hr)	Special
Weber, Bradley	Adjunct	N/A	\$405.00	State	07/20/19-08/01/19	N/A	Summer music camp at a rate of \$15.00 per hour not to exceed 27 hours	Special
Wheeler, Pamela	Adjunct	N/A	\$2,505.00	State	07/08/19-08/07/19	N/A	CSL 470-00W0 (3 cr hrs)	Special
Whitt, Joseph	Adjunct	N/A	\$2,505.00	State	06/03/19-07/05/19	N/A	CNA 100-00W0 (3 cr hrs)	Special
Wingett, Wesley	Adjunct	N/A	\$5,010.00	State	06/03/19-07/05/19	N/A	EDU 568-0080 (3 cr hrs) and EDU 568-0081 (3 cr hrs)	Special

## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

COLLEGE: Wayne State College

MEETING DATE: September 12, 2019

Unionized Professional Staff (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Baron, Mark	Assistant to the Dean	N/A	\$2,505.00	State	05/13/19-07/05/19	1.000	EDU 603-00W1 (3 cr hrs)	Special
Finke, Alyssa	Athletic Trainer	N/A	\$39,293.00 Prorated \$37,870.00	State	07/15/19-06/30/20	1.000	New Appointment, replaced Jade Johnson	Special
Goeden, Henry	Admissions Representative	N/A	\$36,000.00	State	07/31/17-06/02/19	1.000	Resignation	N/A
Goeden, Henry	Coordinator of Admissions Services	N/A	\$38,500.00 Prorated \$3,209.00	State	06/03/19-06/30/19	1.000	New Appointment, replaced Kaleb Kreikemeier	Special
Gubbels, Amanda	Admissions Representative	N/A	\$35,000.00 Prorated \$32,464.00	State	07/29/19-06/30/20	1.000	New Appointment, replaced Henry Goeden	Special
Halsey, Jayne	Licensed Student Counselor	N/A	\$52,500.00	State	07/15/19-06/30/20	0.900	New Appointment, replaced Kathy Mohlfeld	Special
Johnson, Jade	Athletic Trainer	N/A	\$38,355.00	State	07/25/16-05/24/19	1.000	Resignation	N/A
Lemke, Max	IT Specialist	N/A	\$49,984.00 Prorated \$9,656.00	State	04/22/19-06/30/19	1.000	Reclassification	N/A
McNaughton, Christopher	Assistant Coach-Women's Soccer	N/A	\$44,142.00 Prorated \$40,624.00	State	07/31/19-06/30/20	1.000	New Appointment, replaced Alex Piekarski	Special
Piekarski, Alex	Assistant Coach-Women's Soccer	N/A	\$37,088.00	State	03/22/17-06/07/19	1.000	Resignation	N/A
Putnam, Jenny	Instructional Resources Coordinator	N/A	\$41,146.00 Prorated \$7,949.00	State	04/22/19-06/30/19	1.000	Increased job responsibilities	N/A
Rusch, Amanda	IT Analyst	N/A	\$55,492.00 Prorated \$10,721.00	State	04/22/19-06/30/19	1.000	Reclassification	N/A
Schwarte, Amber	Assistant Coach-Women's Basketball	N/A	\$37,925.00	State	07/25/18-07/21/19	1.000	Resignation	N/A
Uhrich, Kendall	Coordinator of Admissions Services	N/A	\$37,058.00	State	06/05/17-06/21/19	1.000	Resignation	N/A
Waggoner, Tabetha	Licensed Student Counselor	N/A	\$42,500.00	State	07/15/19-06/30/20	0.900	New Appointment, replaced Karen Granberg	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
**MEETING DATE: September 12, 2019**

<b>Non-Unionized Professional Staff</b> (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Dearstone, Tiffany	Director of Student Activities and Student Center	N/A	\$500.00	State	06/15/19-06/30/19	1.000	Title IX Duties	Special
Dearstone, Tiffany	Director of Student Activities and Student Center	N/A	\$3,000.00	State	07/01/19-09/30/19	1.000	Title IX Duties	Special
Dorcey McIntosh, Alicia	Director of Counseling	N/A	\$2,505.00	State	06/03/19-07/05/19	1.000	CSL 202-00W0 (3 cr hrs)	Special
Douglas, Carl	Vice President for Student Affairs	N/A	\$124,000.00 Prorated \$111,788.00	State	08/07/19-06/30/20	1.000	New Appointment, replaced Gregg Heinselmann	Special
Gubbels, James	Assistant Director of Energy & Utilities	N/A	\$73,800.00	State	07/01/19-06/30/20	1.000	New Appointment	Specific
Lee, Quinnea	Director of Residence Life	N/A	\$53,057.00	Revenue Bond	06/01/16-06/14/19	1.000	Resignation	N/A
Loggins, Ronald	Associate Vice President for Academic Affairs	N/A	\$99,000.00	State	07/01/19-06/30/20	1.000	New Appointment	Specific
Scardino, Janell	Director of Administrative Systems	N/A	\$78,037.00	State	05/03/10-06/30/19	1.000	Resignation	N/A
Wibben, Daniel	Assistant Director of Campus Maintenance	N/A	\$60,000.00 Prorated \$2,500.00	Revenue Bond	06/17/19-06/30/19	1.000	New Appointment	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
**MEETING DATE: September 12, 2019**

<b>Non-Unionized Professional Staff</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Aguirre, Alana	Graduate Assistant	N/A	\$540.00	State	05/29/19-06/26/19	0.310	Women's Basketball Camp and League up to 45 hours at a rate of \$12.00 per hour	Special
Aguirre, Alana	Graduate Assistant	N/A	\$4,800.00	State	05/01/19-07/31/19	0.310	Recruiting for Women's Basketball up to a maximum of 480 hours at a rate of \$10.00 per hour	Special
Bassett, Brady	Graduate Assistant	N/A	\$1,890.00	State	05/04/19-05/15/19	0.310	Assisting the Athletic Trainer up to a maximum of 210 hours at a rate of \$9.00 per hour	Special
Bassett, Brady	Graduate Assistant	N/A	\$4,125.00	State	05/20/19-07/31/19	0.310	Assisting the Athletic Trainer up to a maximum of 275 hours at a rate of \$15.00	Special
Douglas, Carl	Part-time Professional Staff	N/A	\$2,385.00	State	06/17/19-06/30/19	N/A	Duties at a rate of \$59.62 per hour to a maximum of 40 hours	Special
Douglas, Carl	Part-time Professional Staff	N/A	\$6,439.00	State	07/01/19-08/06/19	N/A	Duties at a rate of \$59.62 per hour to a maximum of 108 hours	Special
Fehringer, Caitlin	Graduate Assistant	N/A	\$1,670.00	State	05/13/19-05/31/19	0.310	PED 241-00H0 (2 cr hrs)	Special
Larson, Dakota	Graduate Assistant	N/A	\$270.00	State	05/13/19-05/17/19	0.310	Assisting Baseball up to a maximum of 30 hour at a rate of \$9.00	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
**MEETING DATE: September 12, 2019**

<b>Non-Unionized Professional Staff</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Larson, Dakota	Graduate Assistant	N/A	\$3,510.00	State	05/20/19-08/16/19	0.310	Athletic grounds up to a maximum of 390 hours at a rate of \$9.00	Special
McCall, Russell	Graduate Assistant	N/A	\$1,200.00	State	05/30/19-07/03/19	0.310	Assisting Football Camp up to a maximum of 120 hours at a rate of \$10.00	Special
Ryles, Roderick	Graduate Assistant	N/A	\$1,200.00	State	05/30/19-07/03/19	0.310	Assisting Football Camp up to a maximum of 120 hours at a rate of \$10.00	Special

<b>Unionized Support Staff</b> (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Anderson, Dwight	Maintenance Repair Worker II	N/A	\$2,087.58/mo.	Revenue Bond	07/01/19	1.000	New Hire, replaced Nathan Litchfield	Probationary
Beatty, Nathan	Custodian	N/A	\$1,764.58/mo.	State	05/06/19	1.000	New Hire, replaced Dann Sowards	Probationary
Beatty, Nathan	Custodian	N/A	\$1,764.58/mo.	State	05/06/19-07/08/19	1.000	Discharged	N/A
Carroll, Dennis	Maintenance Repair Worker II	N/A	3,407.83/mo.	State	07/01/09-05/27/19	1.000	Resignation	N/A
Gothier, Cynthia	Office Assistant II	N/A	\$3,018.33/mo.	State	01/15/91-12/03/19	1.000	Retirement	N/A
Mandeville, Megan	Security Officer II	N/A	\$2,192.67/mo.	Revenue Bond	06/10/19	1.000	New Hire, replaced Jarod Phillips	Probationary
Ruskamp, Bernie	Maintenance Repair Worker IV	N/A	\$232.80	State	03/26/19-06/30/19	1.000	Temporary additional pay, 240 hours	N/A
Wert, Dorothy	Office Assistant II	N/A	\$1,763.33/mo.	State	07/01/12-08/02/19	0.750	Resignation	N/A
Zamzow, Hayley	Library Technician	N/A	\$2,150.00/mo.	State	07/08/19	1.000	New Hire, replaced Pamela Gulliams	Probationary

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
**MEETING DATE: September 12, 2019**

<b>Non-Unionized Support Staff</b> (Full-Time/.75 FTE or more)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Carroll, Dennis	Maintenance Manager	N/A	\$4,066.67/mo	State and Revenue Bond	05/28/19	1.000	New Hire	N/A

Attachment: WSC Personnel Report September 2019 (2574 : Reports of Personnel Actions)



**ITEMS FOR INFORMATION AND DISCUSSION\ACADEMIC AND PERSONNEL**

September 12, 2019

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**INFORMATION ONLY:      Foundation Employee Compensation Report**

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Wayne State Foundation's employee salary information for 2019-2020 is attached as an information item as required by Board Policy 2101 (#5c).

**ATTACHMENTS:**

- Wayne State Foundation Employee Compensation Report      (PDF)

WAYNE STATE COLLEGE FOUNDATION

Employee Name	Title	FTE	2018-2019 Total Annual Salary	Salary increase	Adjustments		2019-2020 Total Annual Salary	% Increase	NOTES
					Degree	Other			
<b><u>Professional Staff</u></b>									
Armstrong, Kevin	Chief Executive Officer	1.00	120,278	3,007			123,285	2.50%	
Jammer, Susan	Controller	1.00	65,000	1,625			66,625	2.50%	
Finn, Megan	Director of Athletic Development	1.00	60,000	1,500			61,500	2.50%	
Lundahl, Deborah	Director Major Gifts	1.00	70,000	1,750			71,750	2.50%	
Robinett, Laura	Director Alumni Relations	1.00	55,000	1,375			56,375	2.50%	
	<b>TOTAL</b>	<b>5.00</b>	<b>370,278</b>	<b>9,257</b>	<b>0</b>	<b>0</b>	<b>379,535</b>		
<b><u>Support Staff</u></b>									
Bebbee, Lori	Office Assistant I	1.00	25,250	631			25,881	2.50%	
Chapman, Lana	Foundation Office Assistant	1.00	33,000	825			33,825	2.50%	
Clark, Stephanie	Foundation Office Assistant	1.00	32,000	800			32,800	2.50%	
		<b>3.00</b>	<b>90,250</b>	<b>2,256</b>	<b>0</b>	<b>0</b>	<b>92,506</b>		

Attachment: Wayne State Foundation Employee Compensation Report (2547 : Foundation Employee

**ITEMS FOR INFORMATION AND DISCUSSION/FISCAL, FACILITIES, AND AUDIT**

September 12, 2019

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**INFORMATION ONLY: Capital Construction Quarterly Reports**

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Pursuant to Board Policy 8050, Capital Construction Progress Reports from each of the Colleges are provided to the Board for information on a quarterly basis.

**Chadron**

1. Stadium Facility - Interim report

**Peru**

1. Delzell Renovation - Interim report
2. Field House Phase II - Interim report
3. Theater Renovation - Interim report

**Wayne**

1. Center for Applied Technology - Interim report
2. Press Box Replacement - Interim report

**ATTACHMENTS:**

- CSC Capital Construction Quarterly Status Report-Stadium (PDF)
- PSC Capital Construction Quarterly Report-Delzell (PDF)
- PSC Capital Construction Quarterly Report-Field House Phase II (PDF)
- PSC Capital Construction Quarterly Report-Theatre (PDF)
- WSC Capital Construction Quarterly Status Report-CAT (PDF)
- WSC Capital Construction Quarterly Status Report-Press Box (PDF)

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT**  
as of June 30, 2019

College: Chadron State College		Meeting Date: September 12, 2019	
<b>Project Information</b>	Project Title:	Stadium Facility	
	Program Number:		
	Professional Consultant:	Bahr Vermeer and Haecker (BVH)	
	General Contractor:	Adolfson & Peterson Construction	
	Net Square Footage: 13,014	Gross Square Footage: 20,021 per Program Statement	
	Bid Opening Date	(enter dates)	
	Notice of Proceed Date Estimated Completion Date Final Acceptance Date		
<b>Project Dates</b>	Professional Consultants:	Bahr Vermeer and Haecker (BVH)	
	Needs Statement	5/20/14	
	Program Statement	8/13/15	
	Professional Services Contract	12/1/14	
	Bonds Sold	8/17/16	
	Preliminary Plans		
	Design Development	3/24/17	
	Construction Contract	10/17/16	
	Substantial Completion Phase I Final Completion	8/23/18	
<b>Report Information</b>	Status	Initial Report:	3/24/2017
		Interim Report:	
		Final Report:	
<b>Financial Information</b>			
State Buildings	State Funds--LB No: 957	\$6,435,610.00	
	Federal Funds	\$0.00	
	LB 309 Funds	\$0.00	
	Sports Facility Cash Funds	\$900,000.00	
	Cash Funds	\$900,000.00	
	Capital Imp. Fee Commitment	\$850,000.00	
	Other	\$1,407,220.00	
Total Available	\$10,492,830.00		
Revenue Bond Buildings	Bonds Sold		
	Costs of Issuance/Reserves		
	Balances of Proceeds		
Revenue Sources for Construction	1. Bond Proceeds		
	2. Interest Earnings		
	3. Other		
	Total Available	\$0.00	
<b>Expenditure Information</b>	Proposed Budget	Expended to Date	Balance
Program Planning			\$0.00
Professional Fees	\$942,575.00	\$916,394.29	\$26,180.71
Life Cycle Cost Analysis			\$0.00
Construction			
1. General, Mech., Elec.	\$9,425,751.00	\$7,505,465.45	\$1,920,285.55
2. Fixed Equipment			\$0.00
3. Sitework/Utilities	\$33,000.00	\$33,878.05	-\$878.05
Furnishings/Moveable Equip.			\$0.00
Contingency	\$66,578.00		\$66,578.00
Artwork	\$24,926.00		\$24,926.00
Other Items			
1.			\$0.00
2.			\$0.00
Change Orders			
1.			\$0.00
2.			\$0.00
<b>TOTALS</b>	<b>\$10,492,830.00</b>	<b>\$8,455,737.79</b>	<b>\$2,037,092.21</b>

This report is prepared on a cash basis.

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT**  
as of June 30, 2019

College: Peru State College		Meeting Date: September 12, 2019		
<b>Project Information</b>	Project Title:	Delzell Renovation		
	Program Number:	829		
	Professional Consultant:	Jackson & Jackson		
	General Contractor:	F&B Contractors, Inc.		
	Current Net Square Footage:	Current Gross Square Footage:		
	Addition Net:	Addition Gross:		
	Renovation Net:	Renovation Gross:		
	Bid Opening Date		3/18/2016	
Notice to Proceed Date				
Estimated Completion Date				
Final Acceptance Date				
<b>Project Dates</b>	Professional Consultants:			
	Needs Statement			
	Program Statement	7/29/2015		
	Professional Services Contract	12/29/2015		
	Bonds Sold	2/4/2016		
	Preliminary Plans			
	Design Development	8/27/2015		
	Construction Contract	7/20/2016		
Substantial Completion	8/4/2017			
Final Completion				
<b>Report Information</b>	Status	Initial Report:		
		Interim Report: X		
		Final Report:		
<b>Financial Information</b>				
State Buildings	State Funds--LB No: 968			
	Federal Funds			
	LB 691 Funds			
	LB 309 Funds			
	Cash Funds			
	Capital Imp. Fee Commitment			
Other				
Total Available		\$0.00		
Revenue Bond Buildings	Bonds Sold		\$8,935,000.00	
	Costs of Issuance/Reserves		\$735,000.00	
	Balances of Proceeds		\$8,200,000.00	
Revenue Sources for Construction	1. Bond Proceeds Series 2015		\$8,220,407.30	
	2. Interest Earnings		\$0.00	
	3. Other		\$710,000.00	
	Total Available		\$8,930,407.30	
<b>Expenditure Information</b>	Proposed Budget	Expended to Date	Balance	
<b>Program Planning</b>				
Professional Fees	\$782,766	\$766,583	\$16,183	
<b>Life Cycle Cost Analysis</b>				
Construction	\$6,839,168	\$6,839,968	-\$800	
1. General, Mech., Elec.				
2. Fixed Equipment				
3. Sitework/Utilities	\$607,321	\$607,321	\$0	
Furnishings/Moveable Equip.	\$200,000	\$200,000	\$0	
Contingency	\$153,846	\$83,446	\$70,400	
<b>Artwork</b>				
<b>Other Items</b>				
1. Construction Administration	\$226,150	\$216,334	\$9,816	
2. Relocation Costs				
<b>Change Orders</b>				
1 F& B	\$36,659	\$36,659	\$0	
2 F& B	\$21,979	\$21,979	\$0	
3 F& B	\$32,751	\$32,751	\$0	
4 F& B	-\$15	-\$15	\$0	
5 F& B	-\$45,880	-\$45,880	\$0	
6 F& B	\$16,790	\$16,790	\$0	
7 F& B	-\$4,806	-\$4,806	\$0	
8 F& B	\$3,176	\$3,176	\$0	
9 F& B	\$7,320	\$7,320	\$0	
10 F& B	\$6,682	\$6,682	\$0	
11 F& B	-\$3,500	-\$3,500	\$0	
1 Grace Plastering	\$50,000	\$50,000	\$0	
<b>TOTALS</b>	<b>\$8,930,407</b>	<b>\$8,834,808</b>	<b>\$95,600</b>	

Attachment: PSC Capital Construction Quarterly Report-Delzell (2559 : Capital Construction Quarterly Reports)

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT**  
as of June 30, 2019

College: Peru State College		Meeting Date: September 12, 2019		
<b>Project Information</b>	Project Title:	Athletic Field House - Phase II		
	Program Number:	997		
	Professional Consultant:	Jackson & Jackson		
	General Contractor:			
	Current Net Square Footage:	Current Gross Square Footage:		
	Addition Net:	Addition Gross:		
	Renovation Net:	Renovation Gross:		
Bid Opening Date		1/31/2019		
Notice to Proceed Date				
Estimated Completion Date		7/19/2019		
Final Acceptance Date				
<b>Project Dates</b>	Professional Consultants:	Jackson & Jackson		
	Needs Statement			
	Program Statement	3/25/2011		
	Professional Services Contract	2/25/2016		
	Bonds Sold	NA		
	Preliminary Plans			
	Design Development	8/21/2015		
	Construction Contract	3/25/2019		
Substantial Completion				
Final Completion				
<b>Report Information</b>	Status	Initial Report: Interim Report: X Final Report:		
<b>Financial Information</b>				
State Buildings	State Funds--LB No: 968			
	Federal Funds			
	LB 691 Funds			
	LB 309 Funds			
	Cash Funds	\$0.00		
	Capital Imp. Fee Commitment	\$528,000.00		
	Other-Peru State College Foundation	\$100,000.00		
Total Available	\$628,000.00			
Revenue Bond Buildings	Bonds Sold			
	Costs of Issuance/Reserves			
	Balances of Proceeds			
Revenue Sources for Construction	1. Bond Proceeds Series 2011			
	2. Interest Earnings			
	3. Other			
	Total Available			
<b>Expenditure Information</b>				
	Proposed Budget	Expended to Date	Balance	
Program Planning				
Professional Fees	57,335	45,098	12,237	
Life Cycle Cost Analysis				
Construction				
1. General, Mech., Elec.	250,379	151,063	99,316	
2. Fixed Equipment			0	
3. Sitework/Utilities	288,911	4,780	284,131	
Furnishings/Moveable Equip.				
Contingency				
Artwork				
Other Items				
1. Construction Administration	29,301	5,943	23,358	
2. Relocation Costs				
Change Orders				
1	2,074			
2				
<b>TOTALS</b>	<b>\$628,000</b>	<b>\$206,885</b>	<b>\$421,116</b>	

Attachment: PSC Capital Construction Quarterly Report-Field House Phase II (2559 : Capital Construction Quarterly Reports)

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT**  
as of June 30, 2019

College: Peru State College		Meeting Date: September 12, 2019	
<b>Project Information</b>	Project Title:	Theater Project	
	Program Number:	904	
	Professional Consultant:	Architectural Design Associates, Inc.	
	General Contractor:		
	Current Net Square Footage:	Current Gross Square Footage:	
	Addition Net:	Addition Gross:	
	Renovation Net:	Renovation Gross:	
Bid Opening Date	2/8/2017		
Notice to Proceed Date			
Estimated Completion Date			
Final Acceptance Date			
<b>Project Dates</b>	Professional Consultants:		
	Needs Statement		
	Program Statement	11/13/2015	
	Professional Services Contract	6/28/2016	
	Bonds Sold		
	Preliminary Plans		
	Design Development	9/9/2016	
	Construction Contract	3/1/2017	
Substantial Completion	11/12/2018		
Final Completion			
<b>Report Information</b>	Status	Initial Report:	
		Interim Report: X Final Report:	
<b>Financial Information</b>			
State Buildings	State Funds--LB No: 957	\$6,138,234.00	
	Federal Funds		
	LB 691 Funds		
	LB 309 Funds	\$559,603.00	
	Cash Funds	\$200,000.00	
	Capital Imp. Fee Commitment	\$100,000.00	
	Other	\$600,000.00	
	Total Available	\$7,597,837.00	
Revenue Bond Buildings	Bonds Sold		
	Costs of Issuance/Reserves		
	Balances of Proceeds		
Revenue Sources for Construction	1. Bond Proceeds		
	2. Interest Earnings		
	3. Other		
	Total Available		
<b>Expenditure Information</b>			
	Proposed Budget	Expended to Date	Balance
Program Planning			
Professional Fees	\$ 659,497	622,179	\$37,318
Life Cycle Cost Analysis			
Construction	\$ 5,542,000	\$5,330,858	\$211,142
1. General, Mech., Elec.			
2. Fixed Equipment			
3. Sitework/Utilities	\$ 144,319	144,319	\$0
Furnishings/Moveable Equip.	\$ 340,079	308,154	\$31,925
Contingency	\$ 704,165	66,031	\$638,134
1% Artwork	\$ 25,122	4,550	\$20,572
Other Items			
1. Construction Administration	\$ 36,184	34,525	\$1,659
2. Relocation Costs			
Change Orders			
1	\$ 15,211	15,211	\$0
2	\$ 37,897	37,897	\$0
3	\$ 57,452	57,452	\$0
4	\$ 35,911	35,911	\$0
<b>TOTALS</b>	<b>\$7,597,837</b>	<b>6,657,088</b>	<b>\$940,749</b>

Attachment: PSC Capital Construction Quarterly Report-Theatre (2559 : Capital Construction Quarterly Reports)

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT  
AS OF JUNE 30, 2019**

**5.3.e**

College: Wayne State College		Meeting Date: September 12, 2019	
<b>Project Information</b>	Project Title:	Center for Applied Technology	
	Program Number:	905	
	Professional Consultant:	BVH Architecture	
	General Contractor:	Hausmann Construction	
	Net Square Footage: 41,535	Gross Square Footage: 53,165 per Design Development	
	Bid Opening Date	6/21/17	
	Notice of Proceed Date	November 2018	
Estimated Completion Date			
Final Acceptance Date			
<b>Project Dates</b>	Professional Consultants:	BVH Architecture	
	Needs Statement		
	Program Statement	11/13/15; Revised September 2016	
	Professional Services Contract	10/4/16	
	Bonds Sold	8/17/16	
	Preliminary Plans		
	Design Development	3/24/17	
	Construction Contract	11/28/16 GMP-9/25/17	
	Substantial Completion	11/15/18	
	Final Completion		
<b>Report Information</b>	Status	Initial Report:	
		Interim Report:	X
		Final Report:	
<b>Financial Information</b>			
State Buildings	State/Bond Funds--LB No: 957		\$8,931,000.00
	Federal Funds		
	LB 309 Funds		
	Cash Funds		\$4,437,008.65
	Other-Foundation		\$1,451,257.00
	Other-Trust		\$1,000,000.00
	Total Available		\$15,819,265.65
Revenue Bond Buildings	Bonds Sold		
	Costs of Issuance/Reserves		
	Balances of Proceeds		
Revenue Sources for Construction	1. Bond Proceeds		
	2. Interest Earnings		
	3. Other		
	Total Available		\$0.00
<b>Expenditure Information</b>			
	Proposed Budget	Expended to Date	Balance
Program Planning			\$0.00
Professional Fees	\$1,052,110.00	\$1,025,304.26	\$26,805.74
Life Cycle Cost Analysis			\$0.00
Construction			
1. General, Mech., Elec.	\$12,345,513.00	\$12,257,192.29	\$88,320.71
2. Fixed Equipment		\$0.00	\$0.00
3. Sitework/Utilities	\$163,146.82	\$163,146.82	\$0.00
Furnishings/Moveable Equip.	\$676,390.95	\$670,090.95	\$6,300.00
Contingency	\$0.00	\$0.00	\$0.00
Artwork	\$35,189.50	\$35,189.50	\$0.00
Other Items			
1. Special technical/lab equip.	\$992,813.06	\$986,413.06	\$6,400.00
2. Misc.(adver., test., signage)	\$63,550.29	\$63,550.29	\$0.00
Change Orders			
1.	\$14,676.97	\$14,676.97	\$0.00
2.	\$6,842.25	\$6,842.25	\$0.00
3.	\$17,015.13	\$17,015.13	\$0.00
4.	\$40,703.30	\$40,703.30	\$0.00
5.	\$29,051.90	\$29,051.90	\$0.00
6.	\$92,471.68	\$92,471.68	\$0.00
7.	\$60,656.88	\$60,656.88	\$0.00
8.	\$44,571.32	\$44,571.32	\$0.00
9.	\$49,395.85	\$49,395.85	\$0.00
10.	\$32,507.31	\$32,507.31	\$0.00
11.	\$37,947.37	\$37,947.37	\$0.00
12.	\$28,098.93	\$28,098.93	\$0.00
13.	\$8,765.40	\$8,765.40	\$0.00
14.	\$37,812.74	\$36,359.56	\$1,453.18
15.	-\$9,965.00	-\$9,965.00	\$0.00
<b>TOTALS</b>	\$15,819,265.65	\$15,689,986.02	\$129,279.63

This report is prepared on a cash basis.

**Attachment: WSC Capital Construction Quarterly Status Report-CAT (2559 : Capital Construction Quarterly Reports)**



**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT  
AS OF JUNE 30, 2019**

5.3.f

College: Wayne State College		Meeting Date: September 12, 2019		
<b>Project Information</b>	Project Title:	Press Box Replacement		
	Program Number:	955		
	Professional Consultant:	Jackson Jackson & Assoc.		
	General Contractor:	Rogee General Contractors		
	Net Square Footage: 5,672	Gross Square Footage: 6,354 per Design Development		
	Bid Opening Date	7/25/17		
	Notice of Proceed Date			
	Estimated Completion Date	8/24/18		
Final Acceptance Date				
<b>Project Dates</b>	Professional Consultants:	Jackson Jackson & Assoc.		
	Needs Statement			
	Program Statement	3/26/15		
	Professional Services Contract	2/6/17		
	Bonds Sold	n/a		
	Preliminary Plans			
	Design Development	3/24/17		
	Construction Contract	9/25/17		
Substantial Completion	9/11/18			
Final Completion				
<b>Report Information</b>	Status	Initial Report:		
		Interim Report:	X	
		Final Report:		
<b>Financial Information</b>				
State Buildings	State Funds--LB No:		\$0.00	
	Federal Funds		\$0.00	
	LB 309 Funds		\$360,000.00	
	Cash Funds		\$1,606,026.40	
	Capital Imp. Fee Commitment		\$612,915.38	
	Other-Sports Facilities Cash Fund		\$300,000.00	
	Other-Foundation		\$1,053,042.59	
	Total Available		\$3,931,984.37	
Revenue Bond Buildings	Bonds Sold			
	Costs of Issuance/Reserves			
	Balances of Proceeds			
Revenue Sources for Construction	1. Bond Proceeds			
	2. Interest Earnings			
	3. Other			
	Total Available		\$0.00	
<b>Expenditure Information</b>	Proposed Budget	Expended to Date	Balance	
	Program Planning	\$12,987.73	\$12,987.73	\$0.00
	Professional Fees	\$238,240.00	\$223,590.49	\$14,649.51
	Life Cycle Cost Analysis			\$0.00
	Construction			
	1. General, Mech., Elec.	\$3,843,259.00	\$3,229,165.30	\$209,551.70
	2. Fixed Equipment			\$0.00
	3. Sitework/Utilities	\$4,542.69	\$4,542.69	\$0.00
	Furnishings/Moveable Equip.	\$100,000.00	\$78,588.28	\$21,411.72
	Contingency	\$77,534.12		\$77,534.12
	Artwork	\$0.00	\$0.00	\$0.00
	Other Items			
	1. Advertising/Printing	\$8,933.17	\$8,933.17	\$0.00
	2. Testing/Spec Inspections	\$18,450.00	\$16,397.00	\$2,053.00
	3. Data/Tele. Cabling	\$32,003.66	\$31,084.16	\$919.50
	Change Orders			
	1.	-\$404,542.00		
	2.	\$576.00	\$576.00	\$0.00
	<b>TOTALS</b>	\$3,931,984.37	\$3,605,864.82	\$326,119.55

Attachment: WSC Capital Construction Quarterly Status Report-Press Box (2559 : Capital Construction Quarterly Reports)

This report is prepared on a cash basis.

**ITEMS FOR INFORMATION AND DISCUSSION/FISCAL, FACILITIES, AND AUDIT**

September 12, 2019

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**INFORMATION ONLY: Physical Plant Status Reports**

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Pursuant to Board Policy 8050, Physical Plant Status Reports from each of the Colleges are provided to the Board for information.

**ATTACHMENTS:**

- CSC Physical Plant Status Report (PDF)
- PSC Physical Plant Status Report (PDF)
- WSC Physical Plant Status Report (PDF)

<b>PHYSICAL PLANT STATUS REPORT</b>		
April to June 2019		
College: Chadron State College		Meeting Date: September 12, 2019
Project Description	Status	Fund Source
<b>LB 309 Projects</b>		
<b>Armstrong Building</b> Roof Replacement	In Progress	LB 309
<b>King Library</b> ADA Restroom Remodel	In Progress	LB 309
<b>King Library</b> Window Upgrade	In Progress	LB 309
<b>Nelson Activities Center</b> Electrical Switchgear Replacement	In Progress	LB 309
<b>Contingency Maintenance Projects</b>		
<b>Andrews Hall</b> Elevator Upgrade	In Progress	Contingency Maintenance
<b>Crites Hall</b> ADA Ramp	In Progress	Contingency Maintenance
<b>High Rise</b> Shower/Mechanical Renovation	In Progress	Contingency Maintenance
<b>Mechanical Room</b> Upgrades	In Progress	Contingency Maintenance
<b>Residence Hall</b> Security Cameras	In Progress	Contingency Maintenance
<b>Residence Hall</b> Campus Wireless Upgrades	Substantially Complete	Contingency Maintenance
<b>Revenue Bond Buildings</b> Asbestos Abatement	In Progress	Contingency Maintenance
<b>Revenue Bond Buildings</b> Door/Cabinet Repair/Replacement	Funded	Contingency Maintenance
<b>Revenue Bond Buildings</b> Envelope Repair	In Progress	Contingency Maintenance
<b>Revenue Bond Buildings</b> Flooring Replacement	In Progress	Contingency Maintenance
<b>Revenue Bond Buildings</b> Furnishings	In Progress	Contingency Maintenance
<b>Revenue Bond Buildings</b> Lighting Retrofit	In Progress	Contingency Maintenance
<b>Student Center</b> Specialty Equipment	In Progress	Contingency Maintenance
<b>Other Capital Construction Projects</b> (Include all projects using non-state or state funds that do not "fit" into any of the other categories)		
<b>Stadium/Track</b> Improvement Project	In Progress	LB 957
		7.1

**PHYSICAL PLANT STATUS REPORT**  
As of June 30, 2019

College: Peru State College

Meeting Date: September 12, 2019

Project Description	Status	Fund Source
<b>LB 309 Projects</b>		
Campus Fire Alarm Replacement	In Progress	LB 309
ADA Improvements Study	In Progress	LB 309
HVAC Controls Upgrade	In Progress	LB 309
HVAC Fluid Cooler Replacement	Complete	LB 309
<b>Revenue Bond Projects</b>		
Delzell Hall Renovation	Substantially Complete	Bond Funds
<b>Contingency Maintenance Projects</b>		
Delzell Hall & Student Center Repairs	In Progress	Contingency Maintenance
R&R Equipment Infrastructure	In Progress	Contingency Maintenance
R&R Furnishings	In Progress	Contingency Maintenance
Centennial Complex Main Switchboard	In Progress	Contingency Maintenance
Fire Alarm Replacement	In Progress	Contingency Maintenance
Clayburn Matthews Electrical Upgrade	In Progress	Contingency Maintenance
Nicholas Pate Electrical Upgrade	In Progress	Contingency Maintenance
Palmer Davidson Electrical Upgrade	In Progress	Contingency Maintenance
Centennial Complex Common Areas Updates	In Progress	Contingency Maintenance
<b>Other Capital Construction Projects</b>		
(Include all projects using non-state or state funds that do not "fit" into any of the other categories)		
Athletic Field House Phase II	In Progress	Capital Improvement Fees College Cash Funds Foundation
Theatre Renovation	Substantially Complete	State Appropriation LB 957 Foundation Capital Improvement Fees College Cash Funds LB 309

Attachment: PSC Physical Plant Status Report (2558 : Physical Plant Status Reports)

## PHYSICAL PLANT STATUS REPORT

As of June 30, 2019

College: Wayne State College

Meeting Date: September 12, 2019

<b>LB 309 Projects</b>		
<b>Project Description</b>	<b>Status</b>	<b>Fund Source</b>
Connell Hall Exterior Molding/ Window/Entry System Replacement	Complete	LB 309
Brandenburg Education Foundation Wall Waterproofing	In Design	LB 309
Energy Plant Efficiency Improvements	In Progress	LB 309
<b>Contingency Maintenance Projects</b>		
<b>Project Description</b>	<b>Status</b>	<b>Fund Source</b>
Berry Hall Fire Sprinkler Install- West Wing	In Progress	Contingency Maint.
Bowen Exterior Sealant	In Progress	Contingency Maint
Morey Hall Fire Sprinkler Install	In Progress	Contingency Maint.
Student Center West Penthouse HVAC Upgrade	In Progress	Contingency Maint.
<b>Other Capital Construction Projects</b>		
(Include all projects using non-state or state funds that do not "fit" into any of the other categories)		
<b>Project Description</b>	<b>Status</b>	<b>Fund Source</b>
Center for Applied Technology	Substantially Complete	State Appropriation- LB605 Bonds/Cash/WS Foundation
Criminal Justice Crime Scene Investigation Facility	Substantially Complete	Capital Improvement Fees/WS Foundation
Entry Monument Sign	In Progress	Cash/WS Foundation
Peterson Fine Arts Renovation	Programming	Cash
Stadium Press Box	Substantially Complete	Cap Impr Fees/LB 309/Sport Facilities Cash/ WS Foundation/Cash
Terrace Hall Air Conditioning	In Progress	Contingency Maint./ Revenue Bond

Attachment: WSC Physical Plant Status Report (2558 : Physical Plant Status Reports)

**ITEMS FOR INFORMATION AND DISCUSSION/FISCAL, FACILITIES, AND AUDIT**

September 12, 2019

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**INFORMATION ONLY: LB 309 Project Status Reports**

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LB 309 Project Status Reports from each of the Colleges are provided to the Board for information according to Board Policy 8050.

**ATTACHMENTS:**

- CSC LB 309 Project Status Report (PDF)
- PSC LB 309 Project Status Report (PDF)
- WSC LB 309 Project Status Report (PDF)

LB 309 DEFERRED MAINTENANCE PROGRESS REPORT							
Chadron State College							
Report Period: As of June 30, 2019				Meeting Date: September 12, 2019			
Project	Approval Date 1) LB 309 2) Board	Original LB 309 Allocation	Sum of Allocation Changes (+/-)	Total Allocation	Expended	Allocation Balance	Status
# 6512T056 King Library ADA Restroom Remodel	1) 2/28/2017 2) 6/16/2017 3) 6/18/2019	\$25,000.00	\$185,000.00	\$210,000.00	\$8,500.00	\$201,500.00	Funded
6512T061 King Library Window Replacement	1) 2/28/2017 2) 6/17/2017 3) 10/31/2018	\$22,000.00	\$250,000.00	\$272,000.00	\$5,800.00	\$266,200.00	Funded
#6512T063 Armstrong Building Roof Replacement	1) 7/28/2017 2) 9/15/2017 3) 8/14/2018	\$90,000.00	\$1,010,000.00	\$1,100,000.00	\$33,300.00	\$1,066,700.00	Funded
#6512T067 Nelson Activities Center Electrical Switchgear Replacement	1) 3/15/2019 2) 6/18/2019	\$80,000.00	\$0.00	\$80,000.00		\$80,000.00	Funded

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This is a semi-annual report for the Board of Trustees:  
 As of December 31 report is for March/April Board meeting.  
 As of June 30 report is for September Board meeting.

Descriptions to be used in Status column of LB 309 Deferred Maintenance Progress Report:  
 Funded - to be used when project has been funded but not yet under construction.  
 In Progress - to be used when project is under construction.  
 Complete - to be used when project construction has been completed.  
 Closed - to be used when all payments made and LB309 has closed the allocation. Remove project from next report.

This report is prepared on a cash basis.

Attachment: CSC LB 309 Project Status Report (2560 : LB 309 Project Status Reports)

<b>LB 309 DEFERRED MAINTENANCE PROGRESS REPORT</b> <b>Peru State College</b>							
<b>Report Period: As of June 30, 2019</b>				<b>Meeting Date: September 12, 2019</b>			
Project	Approval Date 1) LB 309 2) Board	Original LB 309 Allocation	Sum of Allocation Changes (+/-)	Total Allocation	Expended	Allocation Balance	Status
BU# 6512J118 CATS, Library, Hoyt & Campus Services Campus Fire Alarm Replacement	1) 07/28/2017 2) 09/15/2017	\$35,000.00	\$235,000.00	\$270,000.00	\$211,891.71	\$58,108.29	In Progress
BU# 6512J119 Administration Building HVAC Fluid Cooler Replacement	1) 01/18/2018 2) 04/20/2018	\$25,000.00	\$178,560.50	\$203,560.50	\$203,560.50	\$0.00	Closed
BU# 6512J122 Campus Wide ADA Improvements	1) 01/10/2019 2) 03/21/2019	\$90,000.00	\$0.00	\$90,000.00	\$14,777.18	\$75,222.82	In Progress
BU# 6512J123 Campus Services Buildings HVAC Controls Upgrade	1) 05/28/2019 2)	\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$60,000.00	Funded

This is a semi-annual report for the Board of Trustees:  
 As of December 31 report is for March/April Board meeting.  
 As of June 30 report is for September Board meeting.

Descriptions to be used in Status column of LB 309 Deferred Maintenance Progress Report:  
 Funded - to be used when project has been funded but not yet under construction.  
 In Progress - to be used when project is under construction.  
 Complete - to be used when project construction has been completed.  
 Closed - to be used when all payments made and LB309 has closed the allocation. Remove project from next report.

This report is prepared on a cash basis.



<b>LB 309 DEFERRED MAINTENANCE PROGRESS REPORT</b> <b>Wayne State College</b>							
<b>Report Period: As of June 30, 2019</b>				<b>Meeting Date: September 12, 2019</b>			
Project	Approval Date 1) LB 309 2) Board	Original LB 309 Allocation	Sum of Allocation Changes (+/-)	Total Allocation	Expended	Allocation Balance	Status
6512N135 Connell Hall Exterior Molding Replacement	1) 09/02/16 2) 11/10/16	\$190,000.00	\$425,354.19	\$615,354.19	\$615,354.19	\$0.00	Closed
6512N136 Gardner Hall Roof Replacement	1) 07/28/17 2) 11/17/17	\$30,000.00	\$111,556.64	\$141,556.64	\$141,556.64	\$0.00	Closed
6512N138 Energy Plant Efficiency Improvement Study	1) 07/28/17 2) 11/17/17	\$10,000.00	\$725,000.00	\$735,000.00	\$196,818.87	\$538,181.13	In Progress
6512N139 Carhart Science Exterior Repairs	1) 07/17/18 2)	\$20,000.00	-\$9,090.00	\$10,910.00	\$10,910.00	\$0.00	Closed
6512N140 Brandenburg Education Foundation Wall Waterproofing	1) 03/15/19 2)	\$140,000.00	\$0.00	\$140,000.00	\$5,525.00	\$134,475.00	In Progress

This is a semi-annual report for the Board of Trustees:  
 As of December 31 report is for March/April Board meeting.  
 As of June 30 report is for September Board meeting.

Descriptions to be used in Status column of LB 309 Deferred Maintenance Progress Report:  
 Funded - to be used when project has been funded but not yet under construction.  
 In Progress - to be used when project is under construction.  
 Complete - to be used when project construction has been completed.  
 Closed - to be used when all payments made and LB309 has closed the allocation. Remove project from next report.

This report is prepared on a cash basis.

Attachment: WSC LB 309 Project Status Report (2560 : LB 309 Project Status Reports)

**ITEMS FOR INFORMATION AND DISCUSSION/FISCAL, FACILITIES, AND AUDIT**

September 12, 2019

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**INFORMATION ONLY: Contingency Maintenance Progress Reports**

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Contingency Maintenance Progress Reports from each of the Colleges are provided to the Board for information according to Board Policy 8050.

**ATTACHMENTS:**

- CSC Contingency Maintenance Progress Report (PDF)
- PSC Contingency Maintenance Progress Report (PDF)
- WSC Contingency Maintenance Progress Report (PDF)

CONTINGENCY MAINTENANCE PROJECTS PROGRESS REPORT					
Chadron State College					
Revenue Bond Facilities					
Report Period: As of June 30, 2019			Date Prepared: 7/26/2019		
Resolution Date and Project Description	Approved	Current		Balance	Status
	Amount	Expenditures	Reallocations		
Resolution Date: 3/18/2016					
Projects:					
Andrews Hall Elevator Upgrade	\$100,000.00	\$0.00	-\$100,000.00	\$0.00	Deferred
Andrews Hall Fire Alarm Upgrade	\$45,000.00	\$45,000.00	\$0.00	\$0.00	Complete
Andrews Hall Fire Sprinkler System	\$259,905.00	\$215,185.63	-\$44,719.37	\$0.00	Complete
Crites Hall Windows	\$15,000.00	\$15,000.00	\$0.00	\$0.00	Complete
Edna Work Hall Windows	\$15,000.00	\$15,000.00	\$0.00	\$0.00	Complete
High Rise Showers & Mechanical Upgrades	\$150,000.00	\$140,979.00	-\$9,021.00	\$0.00	Complete
Mechanical Room Upgrades	\$50,000.00	\$68,676.00	\$18,676.00	\$0.00	Complete
Residence Hall Security Cameras	\$144,500.00	\$129,528.17	\$0.00	\$14,971.83	Open
Residence Hall Campus Wireless Upgrades	\$495,595.00	\$463,582.12	-\$22,012.88	\$10,000.00	Open
Revenue Bond Buildings Asbestos Abatement	\$25,000.00	\$25,000.00	\$0.00	\$0.00	Complete
Revenue Bond Buildings Campus Furnishings	\$50,000.00	\$50,000.00	\$0.00	\$0.00	Complete
Revenue Bond Buildings Replacement Flooring	\$50,000.00	\$40,494.32	-\$9,505.68	\$0.00	Complete
Student Center Specialty Equipment	\$25,000.00	\$54,280.17	\$29,280.17	\$0.00	Complete
West Court Demolition	\$25,000.00	\$25,000.00	\$0.00	\$0.00	Complete
<b>Resolution Total</b>	<b>\$1,450,000.00</b>	<b>\$1,287,725.41</b>	<b>-\$137,302.76</b>	<b>\$24,971.83</b>	
Resolution Date: 3/24/2017					
Projects:					
Andrews Hall Elevator Upgrade	\$35,000.00	\$5,100.00	-\$20,560.07	\$9,339.93	Open
Andrews Hall Fire Alarm Upgrade	\$105,000.00	\$174,060.25	\$69,060.25	\$0.00	Complete
Edna Work & Crites Hall Windows	\$400,000.00	\$421,650.00	\$21,650.00	\$0.00	Complete
High Rise Shower/Mechanical Renovation	\$94,000.00	\$107,426.00	\$17,426.00	\$4,000.00	Open
Mechanical Room Infrastructure Upgrades	\$50,000.00	\$62,092.98	\$12,092.98	\$0.00	Complete
Revenue Bond Buildings Asbestos Abatement	\$20,000.00	\$46,698.63	\$26,698.63	\$0.00	Complete
Revenue Bond Buildings Campus Furnishings	\$50,000.00	\$50,000.00	\$0.00	\$0.00	Complete
Revenue Bond Buildings Lighting Retrofit	\$125,000.00	\$125,000.00	\$0.00	\$0.00	Complete
Revenue Bond Buildings Replacement Flooring	\$51,000.00	\$290.12	\$89,857.71	\$140,567.59	Open
Student Center Specialty Equipment	\$25,000.00	\$25,000.00	\$0.00	\$0.00	Complete
West Court Demolition	\$45,000.00	\$29,109.05	-\$15,890.95	\$0.00	Complete
<b>Resolution Total</b>	<b>\$1,000,000.00</b>	<b>\$1,046,427.03</b>	<b>\$200,334.55</b>	<b>\$153,907.52</b>	
Resolution Date: 4/20/2018					
Projects:					
Andrews Hall Elevator Upgrade	\$130,000.00	\$0.00	\$0.00	\$130,000.00	Open
Critews Hall ADA Ramp	\$80,000.00	\$5,625.00	\$0.00	\$74,375.00	Open
Mechanical Room Infrastructure Upgrades	\$50,000.00	\$74,292.31	\$41,865.02	\$17,572.71	Open
Revenue Bond Bldgs Asbestos Abatement	\$35,000.00	\$2,931.37	\$0.00	\$32,068.63	Open
Revenue Bond Bldgs Door/Cabinet Repair/Replacement	\$45,000.00	\$0.00	\$0.00	\$45,000.00	Open
Revenue Bond Bldgs Building Envelope Repair	\$45,000.00	\$91.08	-\$40,000.00	\$4,908.92	Open
Revenue Bond Bldgs Furnishings	\$60,000.00	\$48,052.49	\$0.00	\$11,947.51	Open
Revenue Bond Bldgs Replacement Flooring	\$50,000.00	\$0.00	\$0.00	\$50,000.00	Open
Student Center Lighting Upgrade	\$125,000.00	\$120,020.18	\$0.00	\$4,979.82	Open
Student Center Specialty Equipment	\$30,000.00	\$29,737.95	\$0.00	\$262.05	Open
<b>Resolution Total</b>	<b>\$650,000.00</b>	<b>\$280,750.38</b>	<b>\$1,865.02</b>	<b>\$371,114.64</b>	
Resolution Date: 3/21/2019					
Projects:					
Andrews Hall Lighting Retrofit	\$10,000.00	\$0.00	\$0.00	\$10,000.00	Open
Crites Hall ADA Ramp	\$40,000.00	\$0.00	\$22,500.00	\$17,500.00	Open
Eagle Ridge Drainage System	\$10,000.00	\$0.00	\$0.00	\$10,000.00	Open
High Rise Mechanical Room/Infrastructure Upgrade	\$150,000.00	\$0.00	\$0.00	\$150,000.00	Open
High Rise Plumbing Upgrade	\$300,000.00	\$113,168.94	-\$22,500.00	\$209,331.06	Open
Revenue Bond Bldgs Asbestos Abatement	\$25,000.00	\$0.00	\$0.00	\$25,000.00	Open
Revenue Bond Bldgs Entrance Upgrades	\$40,000.00	\$7,485.00	\$0.00	\$32,515.00	Open
Revenue Bond Bldgs Envelope Repair	\$20,000.00	\$0.00	\$0.00	\$20,000.00	Open
Revenue Bond Bldgs Furnishings	\$50,000.00	\$0.00	\$0.00	\$50,000.00	Open
Revenue Bond Bldgs Mechanical Room/Infrastructure Upgrade	\$50,000.00	\$0.00	\$0.00	\$50,000.00	Open
Student Center Flooring	\$20,000.00	\$0.00	\$0.00	\$20,000.00	Open
Student Center Lighting Retrofit	\$15,000.00	\$0.00	\$0.00	\$15,000.00	Open
Student Center Specialty Equipment	\$20,000.00	\$0.00	\$0.00	\$20,000.00	Open
<b>Resolution Total</b>	<b>\$750,000.00</b>	<b>\$120,653.94</b>	<b>\$0.00</b>	<b>\$629,346.06</b>	
<b>Grand Total</b>	<b>\$3,850,000.00</b>	<b>\$2,735,556.76</b>	<b>\$64,896.81</b>	<b>\$1,179,340.05</b>	

**CONTINGENCY MAINTENANCE PROJECTS PROGRESS REPORT**

**Peru State College  
Revenue Bond Facilities**

**Report Period: As of June 30, 2019**

**Date Prepared: July 17, 2019**

<b>Resolution Date and Project Description</b>	<b>Approved Amount</b>	<b>Current Expenditures</b>	<b>Reallocations</b>	<b>Balance</b>	<b>Status</b>
Resolution Date: 03/26/2015 Projects:					
1. Delzell Hall; Planning	\$710,000.00	\$710,000.00	\$0.00	\$0.00	Complete
2. Residence Hall, Apartment & Student Center; R&R Equipment & Infrastructure	\$100,000.00	\$100,000.00	\$0.00	\$0.00	Complete
3. Residence Hall, Apartment & Student Center; R&R Furnishings	\$60,000.00	\$59,907.29	\$0.00	\$92.71	Open
4. Student Center; Food Service Equipment	\$5,000.00	\$5,000.00	\$0.00	\$0.00	Complete
<b>Resolution Total</b>	<b>\$875,000.00</b>	<b>\$874,907.29</b>	<b>\$0.00</b>	<b>\$92.71</b>	
Resolution Date: 03/18/2016 Projects:					
1. Neal Hall; Demolition	\$45,000.00	\$48,800.00	\$3,800.00	\$0.00	Complete
2. Residence Hall, Apartment & Student Center; R&R Equipment & Infrastructure	\$60,000.00	\$111,545.00	\$65,000.00	\$13,455.00	Open
3. Residence Hall, Apartment & Student Center; R&R Furnishings	\$90,000.00	\$0.00	-\$90,000.00	\$0.00	Deferred
4. Student Center; Food Service Equipment	\$5,000.00	\$5,000.00	\$0.00	\$0.00	Complete
5. Student Center, Roof Replacement	\$405,000.00	\$327,351.95	-\$77,648.05	\$0.00	Complete
6. Centennial Complex, Electrical	\$0.00	\$13,207.50	\$13,207.50	\$0.00	Complete
<b>Resolution Total</b>	<b>\$605,000.00</b>	<b>\$505,904.45</b>	<b>-\$85,640.55</b>	<b>\$13,455.00</b>	
Resolution Date: 03/24/2017 Projects:					
1. Apartments	\$30,000.00	\$18,488.54	\$0.00	\$11,511.46	Open
2. Campuswide; R&R Infrastructure	\$10,000.00	\$4,150.79	\$7,648.05	\$13,497.26	Open
3. Centennial Complex, Morgan Hall & Student Center; Install, R&R Fire Sprinklers and Fire A	\$310,000.00	\$487,268.24	\$232,492.50	\$55,224.26	Open
4. Residence Hall, Apartment & Student Center; R&R Mechanical Systems, HVAC, Heat Sys	\$250,000.00	\$148,163.95	-\$99,400.00	\$2,436.05	Open
5. Centennial Complex; Replace of Electrical Panels & Wiring	\$130,000.00	\$0.00	-\$130,000.00	\$0.00	Deferred
6. Student Center; Food Service Equipment	\$35,000.00	\$14,268.00	\$0.00	\$20,732.00	Open
<b>Resolution Total</b>	<b>\$765,000.00</b>	<b>\$672,339.52</b>	<b>\$10,740.55</b>	<b>\$103,401.03</b>	

Attachment: PSC Contingency Maintenance Progress Report (2561) : Contingency Maintenance Progress

Resolution Date: 04/20/2018					
Projects:					
1. Apartments	\$104,000.00	\$77,305.42	\$0.00	\$26,694.58	Open
2. Campuswide Furnishing	\$200,000.00	\$1,959.98	-\$89,940.00	\$108,100.02	Open
3. Campuswide Repair & Maintenance	\$50,000.00	\$0.00	\$0.00	\$50,000.00	Open
4. Centennial Complex Switchboard	\$85,000.00	\$37,966.50	\$0.00	\$47,033.50	Open
5. Residence Halls, Student Center and Apartments Repair and Infrastructure	\$241,000.00	\$210,885.41	\$96,840.00	\$126,954.59	Open
6. Student Center; Food Service Equipment	\$70,000.00	\$0.00	\$0.00	\$70,000.00	Open
	<b>\$750,000.00</b>	<b>\$328,117.31</b>	<b>\$6,900.00</b>	<b>\$428,782.69</b>	
Resolution Date: 03/21/2019					
Projects:					
1. Electrical Upgrades; Clayburn Matthews	\$172,920.00	\$0.00	\$18,000.00	\$190,920.00	Open
2. Electrical Upgrades; Davidson Palmer	\$172,920.00	\$0.00	\$0.00	\$172,920.00	Open
3. Electrical Upgrades; Nicholas Pate	\$151,160.00	\$0.00	\$50,000.00	\$201,160.00	Open
	<b>\$497,000.00</b>	<b>\$0.00</b>	<b>\$68,000.00</b>	<b>\$565,000.00</b>	
<b>Grand Total</b>	<b>\$3,492,000.00</b>	<b>\$2,381,268.57</b>	<b>\$0.00</b>	<b>\$1,110,731.43</b>	

Descriptions to be used in Status column of Contingency Maintenance Projects Progress Report

Open - to be used when project is still in progress

Deferred - to be used when project will not be completed because funds have been used elsewhere

Complete - to be used when project has been completed

This report is prepared on an accrual basis.

**CONTINGENCY MAINTENANCE PROJECTS PROGRESS REPORT**

**Wayne State College  
Revenue Bond Facilities**

Report Period: As of June 30, 2019

Date Prepared: July 29, 2019

Resolution Date and Project Description	Approved Amount	Current Expenditures	Reallocations	Balance	Status
Resolution Date: (03/24/17) Projects:					
1. Anderson Hall - Common Area Ceiling Replacement	\$50,000.00	\$25,777.03	-\$24,222.97	\$0.00	Complete
2. Anderson Hall - Fire Sprinklers	\$91,000.00	\$91,000.00	\$0.00	\$0.00	Complete
3. Campuswide - Roof Repairs	\$13,000.00	\$3,371.11	\$0.00	\$9,628.89	Open
4. Campuswide - Grounds Improvements/Equipment	\$32,000.00	\$32,000.00	\$0.00	\$0.00	Complete
5. Campuswide - Fiber Improvements	\$100,000.00	\$100,000.00	\$0.00	\$0.00	Complete
6. Food Service - Repairs, Equipment	\$14,000.00	\$14,000.00	\$0.00	\$0.00	Complete
7. Natatorium - Pool Liner	\$50,000.00	\$50,000.00	\$0.00	\$0.00	Complete
8. Neihardt Hall - Voice Over Fire Alarm/Panel Upgrade	\$130,000.00	\$108,450.00	-\$21,550.00	\$0.00	Complete
9. Rec Center - Equipment/Repairs/Furniture/Carpet	\$30,000.00	\$30,000.00	\$0.00	\$0.00	Complete
10. Residence Halls - Equipment/Repairs/Furniture/Carpet	\$250,000.00	\$274,222.97	\$24,222.97	\$0.00	Complete
11. Student Center - Equipment/Repairs/Furniture/Carpet	\$65,000.00	\$55,281.80	\$0.00	\$9,718.20	Open
12. Student Center - HVAC upgrade	\$375,000.00	\$375,000.00	\$0.00	\$0.00	Complete
<b>Resolution Total</b>	<b>\$1,200,000.00</b>	<b>\$1,159,102.91</b>	<b>-\$21,550.00</b>	<b>\$19,347.09</b>	
Resolution Date: (04/20/18) Projects:					
1. Anderson Hall - Air Conditioning & Associated Electrical Upgrades	\$175,000.00	\$120,574.72	-\$54,425.28	\$0.00	Complete
2. Anderson Hall - Restroom Upgrades	\$130,000.00	\$106,350.00	\$0.00	\$23,650.00	Open
3. Berry Hall - Fire Sprinklers	\$210,000.00	\$278,671.10	\$98,144.69	\$29,473.59	Open
4. Bowen Hall - Ext Sealant/Elevator Door Roller Replacement	\$165,000.00	\$137,678.12	\$0.00	\$27,321.88	Open
5. Campuswide - Roof Repairs	\$15,000.00	\$0.00	\$0.00	\$15,000.00	Open
6. Campuswide - Grounds/Improvements/Equipment	\$32,000.00	\$8,254.57	\$0.00	\$23,745.43	Open
7. Morey Hall - Fire Sprinklers	\$210,000.00	\$210,000.00	\$0.00	\$0.00	Complete
8. Neihardt Hall - Hot Water Heater Replacement	\$95,000.00	\$72,832.00	-\$22,168.00	\$0.00	Complete
9. Rec Center - Equipment/Repairs/Furniture/Flooring	\$30,000.00	\$22,709.56	\$0.00	\$7,290.44	Open
10. Residence Halls - Wireless Access Point Replacement	\$120,000.00	\$119,998.59	-\$1.41	\$0.00	Complete
11. Residence Halls - Lobby Upgrades	\$97,500.00	\$90,717.31	\$0.00	\$6,782.69	Open
12. Residence Halls - Equipment/Repairs/Furniture/Flooring	\$42,500.00	\$22,001.91	\$0.00	\$20,498.09	Open
13. Food Service - Repairs, Equipment	\$21,000.00	\$10,542.22	\$0.00	\$10,457.78	Open
14. Student Center - Equipment/Repairs/Furniture/Flooring	\$57,000.00	\$25,550.10	\$0.00	\$31,449.90	Open
<b>Resolution Total</b>	<b>\$1,400,000.00</b>	<b>\$1,225,880.20</b>	<b>\$21,550.00</b>	<b>\$195,669.80</b>	
Resolution Date: (03/21/19) Projects:					
1. Anderson Hall - Door & Hardware Replacement	\$91,000.00	\$0.00	\$0.00	\$91,000.00	Open
2. Anderson Hall - Restroom Upgrades	\$118,000.00	\$0.00	\$0.00	\$118,000.00	Open
3. Berry Hall - Hot Water Heater Replacement	\$105,000.00	\$0.00	\$0.00	\$105,000.00	Open
4. Campuswide - Grounds/Improvements/Equipment	\$32,000.00	\$0.00	\$0.00	\$32,000.00	Open
5. Food Service - Repairs, Equipment	\$21,000.00	\$0.00	\$0.00	\$21,000.00	Open
6. Morey Hall - Fire Sprinklers	\$160,000.00	\$76,053.00	\$0.00	\$83,947.00	Open
7. Morey Hall - Restroom Upgrades	\$35,000.00	\$0.00	\$0.00	\$35,000.00	Open
8. Natatorium - Tuckpointing	\$40,000.00	\$0.00	\$0.00	\$40,000.00	Open
9. Natatorium - Roof Replacement	\$350,000.00	\$0.00	\$0.00	\$350,000.00	Open
10. Rec Center - Equipment/Repairs/Furniture/Flooring	\$79,000.00	\$3,673.00	\$0.00	\$75,327.00	Open
11. Residence Halls - Equipment/Repairs/Furniture/Flooring	\$95,000.00	\$0.00	\$0.00	\$95,000.00	Open
12. Student Center - Atrium Window Glazing	\$50,000.00	\$0.00	\$0.00	\$50,000.00	Open
13. Student Center - Equipment/Repairs/Furniture/Flooring	\$262,000.00	\$35,696.89	\$0.00	\$226,303.11	Open
14. Student Center - HVAC Upgrade - South Mechanical Room	\$25,000.00	\$0.00	\$0.00	\$25,000.00	Open
15. Student Center - HVAC Upgrade - West Penthouse	\$207,000.00	\$20,497.00	\$0.00	\$186,503.00	Open
16. Terrace Hall - Air Conditioning & Assoc Electrical Upgrades	\$430,000.00	\$288,933.23	\$0.00	\$141,066.77	Open
<b>Resolution Total</b>	<b>\$2,100,000.00</b>	<b>\$424,853.12</b>	<b>\$0.00</b>	<b>\$1,675,146.88</b>	
<b>Grand Total</b>	<b>\$4,700,000.00</b>	<b>\$2,809,836.23</b>	<b>\$0.00</b>	<b>\$1,890,163.77</b>	

Descriptions to be used in Status column of Contingency Maintenance Projects Progress Report

Open - to be used when project is still in progress

Deferred - to be used when project will not be completed because funds have been used elsewhere

Complete - to be used when project has been completed

This report is prepared on an accrual basis.

Attachment: WSC Contingency Maintenance Progress Report (2561 : Contingency Maintenance Progress Reports)

## ITEMS FOR INFORMATION AND DISCUSSION FISCAL, FACILITIES, AND AUDIT

September 12, 2019

### *INFORMATION ONLY:*      **Contracts and Change Orders for Information**

Pursuant to Board Policies 7015, 7016, and 8065, the following contracts and change orders are provided to the Board for information.

#### Chadron State Contracts

- Admissions (360 audio/video campus tour) -- \$26,500
- Heat Plant (woodchips) -- \$63.10/ton
- Security (College Resource Officer) -- \$25,000
- IT (continuity of Sakai service) -- \$55,500
- Admissions (marketing, recruitment consultant) -- \$1,800
- IT (network support services) -- \$29,999
- Student Services (medical services Agreement) -- \$90,000
- Student Services (telehealth services) -- \$275 initial visit; \$137/half hour
- Andrews Hall (elevator repair) -- \$78,451
- Crites Hall (ADA ramp replacement) -- \$122,400
- Kent Hall (repair house pump, air separator and piping) -- \$43,966
- King Library (ADA restroom modification) -- \$175,236
- Math Science Building (SD, DD, construction documents, bidding/negotiations and construction administration) -- \$1,868,440
- Campus (electrical switchgear replacement) -- \$6,294
- Campus (purchase of materials) -- \$21,434
- Rangeland Lab (paving area C) -- \$75,900
- 10<sup>th</sup> Street (replace damaged area of road) -- \$18,890
- High Rise Dorm (replace damaged stairs at entry) -- \$7,485
- CSC Track Project (testing and inspection services) -- \$17,800
- CSC Track Project (geotechnical testing) -- \$8,234

#### Chadron State Change Orders

- King Library (#1-add 2 days to project and relocation of waste line) -- \$2,304.59
- CSC Stadium Project (#4-valve and hot tap issues) -- \$27,600
- CSC Stadium Project (#2-track fee adjustment for scope change) -- \$26,907.50
- Crites Hall (#1-extend job timeline 60 days) -- \$0

#### Peru State Contracts

- Campuswide (Retention Software License) -- \$72,250
- Student Center (wall heat exchanger) -- \$47,450
- Campuswide (design services ADA project) -- \$30,700
- Morgan Hall, Delzell Hall, Centennial Complex, Oak Hill Apartments (onside laundry service) -- \$25.75 per unit, per month
- Clayburn/Mathews Residence Halls (electrical upgrade) -- \$212,100
- Davidson/Palmer Residence Halls (electrical upgrade) -- \$231,000

- Administration (reference checks) -- \$3,600
- Nicholas/Pate Residence Halls (electrical upgrade) \$193,700
- Administration (Dean's search) -- \$59,760
- Field House (renovations Phase II) -- \$536,000

#### Peru State Change Orders

- Field House (#1-remove and replace addition brick, from \$150/brick to \$30/brick) --\$0
- Field House (#2-demolition and disposal of plywood sheathing behind metal roof panels at mansard and lower metal wall panels) -- \$2,074.23

#### Wayne State Contracts

- Anderson Hall (replacement of all wood doors of the corridors of residence hall) -- \$80,650
- Berry Hall-Ground Floor, East Wing Mechanical Room (remove 2 existing domestic water heaters and install 2 new water heaters) -- \$84,993
- Campus Services Building (add 5 new offices within the existing Campus Services Room CBN143 space, and modify existing Rooms CBN144 and CBN119D for new purposes) -- \$73,300
- Recreation Center (replace perimeter heating units) -- \$40,000
- Brandenburg Education Building (structural engineering services for tunnel repairs) -- \$9,000
- Stadium Press Box (design floor access hatch and ladder with security gate between Level Four Elevator lobby and Level Five Elevator lobby) -- \$3,240
- Student Center (air handling unit replacement) -- \$477,000
- Parking Lot 4 (pave section 3 of parking lot 4) -- \$44,000
- Anderson Hall (upgrades to eight bathrooms in dormitory) --\$93,513.95
- Neihardt Hall and Anderson Hall Area (create a sand volleyball court area) -- \$15,240
- Southwest Corner of WSC Campus (build monument sign on campus) -- \$54,620
- Terrace Hall (air conditioning installation) -- \$669,000
- Campuswide (sidewalk repair) -- \$20,436.50
- Campuswide (consulting services) -- \$56,700
- Campuswide (Canvas Cloud subscription) -- \$420,463.68
- Admissions (prospective student data info/subscription and membership fee) -- \$106,200
- Campuswide (IT service management services) -- \$49,986
- Campuswide (garbage/recycling services) -- \$84,655.20

#### Wayne State Change Orders

- Berry Hall (#1-remove all speakers and wiring back to source from corridor lay-in ceilings) -- \$1,047
- Center for Applied Technology (#15-install new material at the stairs and contingency adjustment) - (-\$9,965)
- Berry Hall (#2-demo and replace office ceiling grid and replace light fixtures) -- \$2,156.50
- Terrace Hall (#1-delete installation of heat pumps, including all fan coil units, piping, electrical wiring and controls associated with these heat pumps) (-\$295,820)
- Morey Hall (#1-provide light switch at each telephone closet; cover exposed cables in hallways; build bulkheads in response to RFI#1) -- \$4,491
- Morey Hall (#2-infill and repair 3 water fountains with Terazzo Base; infill and repair



- incinerator recess) -- \$3,684
- Anderson Hall (#1-refinishing and powder coating 97 strike plates) -- \$727.50
- Recreation Center (#1-install additional 5' radiant panel in RC202 for future office) -- \$2,900
- Anderson Hall (#1-add dampers to exhaust ductwork to showers) -- \$542
- Morey Hall (#3-labor and materials to replace door hold wiring above ceiling) -- \$740
- Campus Services Building (#1-need additional outlet and data line locations in Room CBS144D [security office]) -- \$5,033
- Campus Services Building (#2-need additional outlet and data line locations in CBN Rooms 147, 148, 149, 150 and 151) -- \$561
- Campus Services Building (#3-carpet and base removal and replacement) -- \$2,749
- Campus Services Building (#4-add vision lite to the Security Officer door) -- \$534
- Campuswide (#1-eliminate sidewalk repairs to sections 27A and 28) - (-\$2,265)
- Terrace Hall (#2-replacing copper condensate piping with pvc) - (-\$3,000)
- Humanities Building (#1-additional hardware needed for partitions) - \$132.56
- Center for Applied Technology (#2-utility coordination and lighting design) - not to exceed \$12,980
- Campuswide (#2-door stoop work and frost free stoop work for sidewalk project) -- \$3,200
- Student Center (#1-provide insulation on chilled water elbows) -- \$454
- Student Center (#2-vacuum dust out of Supply Air duct through penthouse floor and remove concrete pad from AHU-3 and delete combination Fire Smoke Dampers and replace with Fire Dampers) -- \$3,658
- President's Office (HA217) (#1-grind concrete floor and install floor leveler where wall was removed between HA217A and HA217B) -- \$1,180
- Morey Hall (#4-adding labor and materials to add wire guards to all exit lights) -- \$4,417

#### Nebraska State College System Contracts

- NSCS and Peru State (online program management contract review) -- \$375/hour
- NSCS and Colleges (applicant tracking and position management system) -- \$43,647.98 for 2019-20; \$46,703.34 for 2020-21

#### **ATTACHMENTS:**

- CSC Contracts and Change Orders for Information (PDF)
- PSC Contracts and Change Orders for Information (PDF)
- WSC Contracts and Change Orders for Information (PDF)
- NSCS Contracts and Change Orders for Information (PDF)

## CONTRACTS AND CHANGE ORDERS FOR INFORMATION

**CONTRACTS** – a) construction contracts for less than \$100,000; b) architect/engineer fees of less than \$70,000; c) consultant contracts for less than \$70,000 (between \$35,000 and \$70,000 must have Chancellor’s approval); d) exempt contracts over \$50,000; e) legal counsel, auditor, lobbyist and search consultant contracts for durations greater than 5 days, requiring Chancellor’s approval; and f) contracts that the Board has authorized the Chancellor to approve.

<b>Chadron State College</b>	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Admissions 360 Audio/Video Campus Tour \$26,500 Cash YouVisit
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Heat Plant Woodchips \$63.10 per ton Cash Hahn Enterprises Inc.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Security Campus Resource Officer \$25,000 Cash City of Chadron, Chadron Police Department
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	IT Continuity of Sakai Service \$55,500 Cash Longsight, Inc.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Admissions Marketing, Recruitment Consultant \$1,800. Cash Ruffalo Noel Levitz
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	IT Network Support Services 29,999 Cash Sirius
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Services Medical Services Agreement \$90,000 Cash Chadron Medical Clinic
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Services Telehealth Services \$275 initial visit; \$137 per half hour Cash UNMC Physicians
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Andrews Hall Elevator Repair \$78,451 Contingency Maintenance O’Keefe Elevator

Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Crites Hall ADA Ramp Replacement \$122,400 Contingency Maintenance MAC Construction
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Kent Hall Repair house pump, air separator and piping \$43,966 Contingency Maintenance Rasmussen Mechanical
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	King Library ADA Restroom Modification \$175,236 309 Task Force Fuller Construction
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Math Science Building SD, DD, Construction Documents, Bidding/Negotiations & Constr. Admin. \$1,868,440 Cash BVH Architects
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campus Electrical Switchgear Replacement \$6,294 309 Task Force NPPD
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campus Purchase of Materials \$21,434 309 Task Force WESCO Distribution
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Rangeland Lab Paving Area C \$75,900 Cash R & J Industries
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	10 <sup>th</sup> Street Replace damaged area of road \$18,890 Cash R & J Industries
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	High Rise Dorm Replace damaged stairs @ entry \$7,485 Cash R & J Industries
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	CSC Track Project Testing & Inspection Services \$17,800 Cash COE Engineering
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	CSC Track Project Geotechnical Testing \$8,234 Cash American Engineering Testing

**CHANGE ORDERS** – (including architect/engineer fees, construction contracts, equipment purchases and all other miscellaneous expenditures) which are less than \$50,000. If approval of change order is critical to project schedule, \$50,000 to \$100,000 range change orders may be approved by the Chancellor and reported at the next Board meeting.

<b>Chadron State College</b>	
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	King Library Change Order #1 - Add 2 days to project & relocation of waste line. \$2,304.59 309 Task Force Fuller Construction
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	CSC Stadium Project Change Order #4 – Valve and Hot tap issues \$27,600 Cash AP Mountain
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	CSC Stadium Project Change Order #2 – Track fee adjustment for scope change. \$26,907.50 Cash BVH
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Crites Hall Change Order #1 – Extend job timeline 60 days \$0 MAC Construction

Attachment: CSC Contracts and Change Orders for Information (2564 : Contracts and Change Orders for Information)

## CONTRACTS AND CHANGE ORDERS FOR INFORMATION

**CONTRACTS** – a) construction contracts for less than \$100,000; b) architect/engineer fees of less than \$70,000; c) consultant contracts for less than \$70,000 (between \$35,000 and \$70,000 must have Chancellor’s approval); d) exempt contracts over \$50,000; e) legal counsel, auditor, lobbyist and search consultant contracts for durations greater than 5 days, requiring Chancellor’s approval; and f) contracts that the Board has authorized the Chancellor to approve.

<b>Peru State College</b>	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campus Wide Retention Software License \$72,250.00 Cash Funds Pharos Resources, LLC
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Wall Heat Exchanger \$47,450.00 Revenue Bond Grunwald Mechanical and Contractors & Engineers
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campus Wide Design Services ADA Project \$30,700.00 LB309 The Schemmer Associates, Inc.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Morgan Hall, Delzell Hall, Centennial Complex, Oak Hill Apartments On-site Laundry Service \$25.75 per unit, per month Revenue Bond CSC Service Works Corporation
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Clayburn/Mathews Residence Halls Electrical Upgrade \$212,100.00 CMR 3/21/19, Line 1 Haco Electric
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Davidson/Palmer Residence Halls Electrical Upgrade \$231,000.00 CMR 04/21/19, Line 2 Haco Electric
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Administration Reference Checks \$3,600.00 Cash Funds EFL Associates
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Nicholas/Pate Residence Halls Electrical Upgrade \$193,700.00 CMR 3/21/2019, Line 3 Haco Electric
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Administration Dean Searches \$59,760.00 Cash Funds EFL Associates
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Field House Renovations Phase II \$536,000 Capital Improvement Fees/Foundation AHR Construction, Inc.

**CHANGE ORDERS** – (including architect/engineer fees, construction contracts, equipment purchases and all other miscellaneous expenditures) which are less than \$50,000. If approval of change order is critical to project schedule, \$50,000 to \$100,000 range change orders may be approved by the Chancellor and reported at the next Board meeting.

Peru State College	
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Field House 1 – Remove and replace addition brick, from \$150/brick to \$30/brick \$0 N/A AHR Construction, Inc.
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Field House 2 – Demolition and disposal of plywood sheathing behind metal roof panels at mansard and lower metal wall panels. \$2,074.23 Capital Improvement Fees/Foundation AHR Construction, Inc.

## CONTRACTS AND CHANGE ORDERS FOR INFORMATION

**CONTRACTS** – a) construction contracts for less than \$100,000; b) architect/engineer fees of less than \$70,000; c) consultant contracts for less than \$70,000 (between \$35,000 and \$70,000 must have Chancellor’s approval); d) exempt contracts over \$50,000; e) legal counsel, auditor, lobbyist and search consultant contracts for durations greater than 5 days, requiring Chancellor’s approval; and f) contracts that the Board has authorized the Chancellor to approve.

<b>Wayne State College</b>	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Anderson Hall Replacement of all wood doors of the corridors of residence hall \$80,650.00 Contingency Maintenance Korth Construction, Wayne, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Berry Hall – Ground floor, east wing mechanical room Remove 2 existing domestic water heaters & install 2 new water heaters \$84,993.00 Contingency Maintenance IES Commercial, Inc. dba Shanahan M & E, Valparaiso, NE
Location on Campus: Contracted Work:  Contract Amount: Fund Source: Contractor:	Campus Services Building Add 5 new offices within the existing Campus Services Room CBN143 space, & modify existing Rooms CBN144 & CBN119D for new purposes \$73,300.00 Cash Fauss Construction, Inc., Hooper, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Recreation Center Replace perimeter heating units in the Recreation Center \$40,000.00 Contingency Maintenance Korth Construction, Wayne, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Brandenburg Education Building Structural engineering services for tunnel repairs \$9,000.00 LB309 Kenneth D. Lathrum & Associates, P.C., Omaha, NE
Location on Campus: Contracted Work:  Contract Amount: Fund Source: Contractor:	Stadium Press Box Design floor access hatch & ladder with security gate between Level Four Elevator lobby & Level Five Elevator lobby \$3,240.00 Cash Jackson-Jackson & Associates, Inc., Omaha, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Center Air handling unit replacement \$477,000.00 Contingency Maintenance IES Commercial, Inc., Valparaiso, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Parking Lot 4 Pave Section 3 of Parking Lot 4 \$44,000.00 Revenue Bond Korth Construction Company, Wayne, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Anderson Hall Upgrades to eight bathrooms in dormitory \$93,513.95 Contingency Maintenance Korth Construction Company, Wayne, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Neihardt Hall & Anderson Hall area Create a sand volleyball court area \$15,240.00 Revenue Bond Robbie Gamble Landscapes, Wayne, NE

Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Southwest Corner of the WSC Campus Build monument sign on campus \$54,620.00 Cash/Wayne State Foundation OCC Builders, LLC, Wayne, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Terrace Hall Air conditioning installation \$669,000.00 Contingency Maintenance Tessier's Inc., Mitchell, SD
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campuswide Sidewalk repair \$20,436.50 Contingency Maintenance Korth Construction, Wayne, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campuswide Consulting services \$56,700.00 Cash EAB Global, Inc., Washington, DC
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campuswide Canvas Cloud Subscription \$420,463.68 Cash Instructure, Salt Lake City, UT
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Admissions Prospective student data info/Subscription & membership fee \$106,200.00 Cash National Research Center for College and University Admissions, Lee's Summit, MO
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campuswide IT Service Management services \$49,986.00 Cash & Revenue Bond Pleasant Tents, LLC dba Legendary Consulting Group, Chocorua, NH
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campuswide Garbage/Recycling Services \$84,655.20 Cash/Revenue Bond Gill Hauling, Inc., Jackson, NE

**CHANGE ORDERS** – (including architect/engineer fees, construction contracts, equipment purchases and all other miscellaneous expenditures) which are less than \$50,000. If approval of change order is critical to project schedule, \$50,000 to \$100,000 range change orders may be approved by the Chancellor and reported at the next Board meeting.

Wayne State College	
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Berry Hall #1, Remove all speakers & wiring back to source from corridor lay-in ceilings \$1,047.00 Contingency Maintenance Christiansen Construction Company, Pender, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Center for Applied Technology #15, Install new material at the stairs & contingency adjustment -\$9,965.00 Construction Bond Funds/Cash/Wayne State Foundation/Trust Hausmann Construction, Inc., Lincoln, NE



Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Berry Hall #2, Demo & replace office ceiling grid & replace light fixtures \$2,156.50 Contingency Maintenance Christiansen Construction Company, Pender, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Terrace Hall #1, Delete installation of heat pumps, including all fan coil units, piping, electrical wiring & controls associated with these heat pumps -\$295,820.00 Contingency Maintenance Tessier's Inc., Mitchell, SD
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Morey Hall #1, Provide light switch at each telephone closet; cover exposed cables in hallways; build bulkheads in response to RFI#1 \$4,491.00 Contingency Maintenance Otte Construction Company, Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Morey Hall #2, Infill & repair 3 water fountains with Terazzo Base; infill & repair incinerator recess \$3,684.00 Contingency Maintenance Otte Construction Company, Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Anderson Hall #1, Refinishing & powder coating 97 strike plates \$727.50 Contingency Maintenance Korth Construction, Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Recreation Center #1, Install additional 5' radiant panel in RC202 for future office \$2,900.00 Contingency Maintenance Korth Construction, Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Anderson Hall #1, Add dampers to exhaust ductwork to showers \$542.00 Contingency Maintenance Korth Construction, Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Morey Hall #3, Labor & materials to replace door hold wiring above ceiling \$740.00 Contingency Maintenance OCC Builders, LLC, Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Campus Services Building #1, Need additional outlet & data line locations in Room CBS144D (security office) \$5,033.00 Cash Fauss Construction Inc., Hooper, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Campus Services Building #2, Need additional outlet & data line locations in CBN Rooms 147, 148, 149, 150, and 151. \$561.00 Cash Fauss Construction Inc., Hooper, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Campus Services Building #3, Carpet & base removal & replacement \$2,749.00 Cash Fauss Construction Inc., Hooper, NE

Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Campus Services Building #4, Add vision lite to the Security Officer door \$534.00 Cash Fauss Construction Inc., Hooper, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Campuswide #1, Eliminate sidewalk repairs to sections 27A and 28 -\$2,265.00 Contingency Maintenance Korth Construction, Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Terrace Hall #2, Replacing copper condensate piping with pvc -\$3,000.00 Contingency Maintenance Tessier's Inc., Mitchell, SD
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Humanities Building #1, Additional hardware needed for partitions \$132.56 Contingency Maintenance Korth Construction Co., Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Center for Applied Technology #2, Utility Coordination & Lighting Design \$12,980 (not to exceed) Construction Bond Funds/Cash/Wayne State Foundation/Trust BVH Architecture
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Campuswide #2, Door stoop work & frost free stoop work for sidewalk project \$3,200.00 Contingency Maintenance Korth Construction Co., Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Student Center #1, Provide insulation on chilled water elbows \$454.00 Contingency Maintenance IES Commercial, Inc., dba Shanahan M&E, Valparaiso, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Student Center #2, Vacuum dust out of Supply Air duct thru penthouse floor & remove concrete pad from AHU-3 & delete combination Fire Smoke Dampers & replace with Fire Dampers \$3,658.00 Contingency Maintenance IES Commercial, Inc., dba Shanahan M&E, Valparaiso, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	President's Office (HA217) #1, Grind concrete floor and install floor leveler where wall was removed between HA217A and HA217B \$1,180.00 Cash Korth Construction, Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Morey Hall #4, Adding labor & materials to add wire guards to all exit lights \$4,417.00 Contingency Maintenance Otte Construction Co., Wayne, NE

**CONTRACTS AND CHANGE ORDERS FOR INFORMATION**

**CONTRACTS** – a) construction contracts for less than \$100,000; b) architect/engineer fees of less than \$70,000; c) consultant contracts for less than \$70,000 (between \$35,000 and \$70,000 must have Chancellor’s approval); d) exempt contracts over \$50,000; e) legal counsel, auditor, lobbyist and search consultant contracts for durations greater than 5 days, requiring Chancellor’s approval; and f) contracts that the Board has authorized the Chancellor to approve.

<b>Nebraska State College System</b>	
Location on Campus:	Nebraska State College System Office and Peru State College
Contracted Work:	Online Program Management Contract Review
Contract Amount:	\$375/hour
Fund Source:	Cash
Contractor:	Husch Blackwell
Location on Campus:	Nebraska State College System Office and Colleges
Contracted Work:	Applicant Tracking and Position Management System
Contract Amount:	\$43,647.98 for 2019-20; \$46,703.34 for 2020-21
Fund Source:	Cash
Contractor:	PeopleAdmin

Attachment: NSCS Contracts and Change Orders for Information (2564 : Contracts and Change Orders for Information)

**ITEMS FOR INFORMATION AND DISCUSSION FISCAL, FACILITIES, AND AUDIT**

September 12, 2019

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**INFORMATION ONLY: Year End Operating Expenditure Reports**

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Year End Operating Expenditure Reports for FY2018-19 from each of the Colleges and the System Office are provided to the Board for information.

Board Policy 6011 requires the submission of expenditure reports every six months of the fiscal year. Each of the Colleges and System Office have prepared reports for the Board's review.

The format followed by the Colleges provides expenditure information on each of the eight programs included in higher education institutional budgets. Those programs can be found in the heading of each column. Other data provided includes the number of FTE employees during the fiscal year in each program, as well as dollars expended for personal services, operations, travel and capital outlay (equipment). There is one section that identifies the amount of federal funds spent for each program through the institution's grants, as well as the number of FTE employees supported by federal funds.

The display also provides information on percentage of general/cash fund expenditures compared to the budgeted amounts. The spending level is less than 100% to accommodate encumbrances and payables as of June 30, 2019; and any planned carry forward into the current fiscal year.

**ATTACHMENTS:**

- CSC Expenditures Report (PDF)
- PSC Expenditures Report (PDF)
- WSC Expenditures Report (PDF)
- SO Expenditures Report (PDF)

**Chadron State College  
Expenditure Report -- Fiscal Year 2019  
For the Fiscal Year Ending June 30, 2019**

<u>EXPENDITURE TYPE</u>	<u>PCS 1.0 INSTRUCTION</u>	<u>PCS 2.0 RESEARCH</u>	<u>PCS 3.0 PUBLIC SERVICE</u>	<u>PCS 4.0 ACAD SUPPORT</u>	<u>PCS 5.0 STUDENT SRV</u>	<u>PCS 6.0 ADMIN</u>	<u>PCS 7.0 PHYSICAL PLANT</u>	<u>PCS 8.0 STUDENT AID</u>	<u>TOTAL</u>
<b>PERSONAL SERVICES</b>									
<u>Permanent Staff</u>									
Faculty FTE	95								95
Professional Staff FTE	3		2	30	36	39	1		110
Support Staff FTE			1	9	5	13	36		64
Salaries	7,201,065	-	10,005	2,143,804	2,150,240	2,778,236	1,182,755	-	15,466,105
Benefits	2,120,212	-	106,375	778,265	643,359	1,045,657	560,922	-	5,254,790
<b>TOTAL PERM SALARIES &amp; BENEFITS</b>	<b>9,321,277</b>	<b>-</b>	<b>116,380</b>	<b>2,922,069</b>	<b>2,793,599</b>	<b>3,823,893</b>	<b>1,743,677</b>	<b>-</b>	<b>20,720,895</b>
<u>Students, Part-time Faculty, Graduate Assistants</u>									
Part-time Faculty FTE*	22								22
Graduate Assistant FTE	9								9
Federal Work-Study FTE	12	-	-	4	3	3	-	-	22
All Other Straight-time FTE	1	0	5	3	3	3	3	-	19
Salaries	713,083	1,620	84,717	95,586	470,778	136,383	66,304	-	1,568,471
Benefits	54,551	-	6,481	7,312	36,015	10,433	5,072	-	119,864
<b>TOTAL TEMP SALARIES &amp; BENEFITS</b>	<b>767,634</b>	<b>1,620</b>	<b>91,198</b>	<b>102,898</b>	<b>506,793</b>	<b>146,816</b>	<b>71,376</b>	<b>-</b>	<b>1,688,335</b>
<b>TOTAL PERSONAL SERVICES</b>	<b>10,088,911</b>	<b>1,620</b>	<b>207,577</b>	<b>3,024,967</b>	<b>3,300,393</b>	<b>3,970,709</b>	<b>1,815,053</b>	<b>-</b>	<b>22,409,230</b>
Total Operating Expenses	603,003	1,508	27,457	885,641	1,229,243	1,491,130	1,757,253	-	5,995,235
Total Travel	148,664	3,053	145	26,942	579,655	99,543	2,605	-	860,607
Total Capital Outlay	-	-	-	22,220	-	5,692	241,182	-	269,094
Tuition Remissions and Exemptions	19,361	-	-	-	111,242	(275)	-	348,803	479,131
<b>TOTAL GENERAL/CASH EXPENDITURES</b>	<b>10,859,939</b>	<b>6,181</b>	<b>235,179</b>	<b>3,959,770</b>	<b>5,220,533</b>	<b>5,566,799</b>	<b>3,816,093</b>	<b>348,803</b>	<b>30,013,297</b>
<b>TOTAL GENERAL/CASH BUDGET</b>	<b>11,085,114</b>	<b>8,878</b>	<b>381,609</b>	<b>4,159,309</b>	<b>5,391,733</b>	<b>5,686,216</b>	<b>4,170,791</b>	<b>348,803</b>	<b>31,232,453</b>
% OF GENERAL/CASH BUDGET EXPENDED	97.97%	69.62%	61.63%	95.20%	96.82%	97.90%	91.50%	100.00%	96.10%
Federal FTE	-	-	1	-	7	-	-	-	7
<b>TOTAL FEDERAL FUNDS</b>	<b>-</b>	<b>63,520</b>	<b>21,204</b>	<b>-</b>	<b>510,438</b>	<b>-</b>	<b>-</b>	<b>12,249,085</b>	<b>12,844,247</b>
<b>TOTAL EXPENDITURES</b>	<b>10,859,939</b>	<b>69,701</b>	<b>256,383</b>	<b>3,959,770</b>	<b>5,730,971</b>	<b>5,566,799</b>	<b>3,816,093</b>	<b>12,597,888</b>	<b>42,857,544</b>
<u>Fund Sources</u>									
General Funds	8,123,621	-	1,510	2,563,053	2,506,400	2,810,901	1,502,967	-	17,508,452
Cash Funds	2,736,318	6,181	233,669	1,396,717	2,714,133	2,755,898	2,313,126	348,803	12,504,845
Federal Funds	-	63,520	21,204	-	510,438	-	-	12,249,085	12,844,247
<b>TOTAL FUNDS</b>	<b>10,859,939</b>	<b>69,701</b>	<b>256,383</b>	<b>3,959,770</b>	<b>5,730,971</b>	<b>5,566,799</b>	<b>3,816,093</b>	<b>12,597,888</b>	<b>42,857,544</b>

General Funds: Includes new appropriation of 17,508,452

Cash Funds: Includes new appropriation of 13,247,792, tuition and fees adjustment 286,375, adjustment for NOG funding 348,803, and carryforward encumbrances of 2,441,221

Attachment: CSC Expenditures Report (2562 : Year End Operating Expenditure Reports)

**PERU STATE COLLEGE**  
**Expenditure Report - Fiscal Year 2019**  
**For the Fiscal Year Ending June 30, 2019**

<u>Expenditure Type</u>	<u>PCS 1.0 Instruction</u>	<u>PCS 2.0 Research</u>	<u>PCS 3.0 Public Svc</u>	<u>PCS 4.0 Acad Supp</u>	<u>PCS 5.0 Student Svc</u>	<u>PCS 6.0 Gen Admin</u>	<u>PCS 7.0 Plant O&amp;M</u>	<u>PCS 8.0 Student Aid</u>	<u>Total</u>
<b>Personal Services</b>									
<b>Permanent Staff:</b>									
Faculty FTE	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52.00
Professional Staff FTE	10.59	0.00	0.00	15.33	18.46	24.10	2.00	0.00	70.48
Support Staff FTE	3.00	0.00	0.00	2.00	2.00	6.00	19.75	0.00	32.75
Salaries	4,232,740	0	0	1,203,674	965,894	1,886,407	641,142	0	8,929,858
Benefits	1,308,414	0	0	374,821	346,052	761,149	253,122	0	3,043,558
<b>Total Permanent Salaries &amp; Benefits</b>	<b>5,541,154</b>	<b>0</b>	<b>0</b>	<b>1,578,495</b>	<b>1,311,946</b>	<b>2,647,556</b>	<b>894,264</b>	<b>0</b>	<b>11,973,416</b>
<b>Students, Part-time Faculty, Graduate Assistants</b>									
Part-time Faculty FTE	22.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.25
Graduate Assistant FTE	0.00	0.00	0.00	0.00	0.87	0.00	0.00	0.00	0.87
Federal Work-study FTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Student FTE	0.00	0.00	0.00	0.25	0.25	0.00	0.00	0.00	0.50
Other Straight-time FTE	0.00	0.00	0.00	0.00	1.45	0.65	0.00	0.00	2.10
Salaries	589,568	0	9,077	44,896	159,682	46,681	15,825	82	865,810
Benefits	45,102	0	153	3,435	12,216	3,571	1,210	0	65,687
<b>Total Temporary Salaries &amp; Benefits</b>	<b>634,670</b>	<b>0</b>	<b>9,230</b>	<b>48,331</b>	<b>171,898</b>	<b>50,252</b>	<b>17,035</b>	<b>82</b>	<b>931,497</b>
<b>Total Personal Services</b>	<b>6,175,824</b>	<b>0</b>	<b>9,230</b>	<b>1,626,826</b>	<b>1,483,844</b>	<b>2,697,808</b>	<b>911,299</b>	<b>82</b>	<b>12,904,913</b>
Total Operating Expenses	346,803	0	0	767,238	639,635	871,046	1,172,878	0	3,797,600
Total Travel	41,653	0	0	35,966	241,731	61,468	942	0	381,760
Total Capital Outlay	5,594	0	0	9,217	11,069	86,708	87,729	420,746	621,063
Tuition Remissions and Exemptions	8,000	0	0	1,800	188,087	(7,438)	0	0	190,449
<b>Total General/Cash Expenditures</b>	<b>6,577,874</b>	<b>0</b>	<b>9,230</b>	<b>2,441,047</b>	<b>2,564,366</b>	<b>3,709,592</b>	<b>2,172,848</b>	<b>420,828</b>	<b>17,895,785</b>
<b>Total General/Cash Budget</b>	<b>7,954,904</b>	<b>0</b>	<b>31,702</b>	<b>2,744,848</b>	<b>2,721,123</b>	<b>5,114,314</b>	<b>2,805,229</b>	<b>444,809</b>	<b>21,816,928</b>
% of General/Cash Budget Expended	82.69%	0.00%	29.12%	88.93%	94.24%	72.53%	77.46%	94.61%	82.03%
Federal FTE	0.00	0.00	0.00	0.00	3.52	0.00	0.00	0.00	3.52
<b>Total Federal Funds</b>	<b>0</b>	<b>13,247</b>	<b>0</b>	<b>0</b>	<b>299,337</b>	<b>0</b>	<b>0</b>	<b>11,520,887</b>	<b>11,833,471</b>
<b>Total Expenditures</b>	<b>6,577,874</b>	<b>13,247</b>	<b>9,230</b>	<b>2,441,047</b>	<b>2,863,703</b>	<b>3,709,592</b>	<b>2,172,848</b>	<b>11,941,715</b>	<b>29,729,256</b>
<b>Fund Sources</b>									
General Funds (1)	5,440,217	0	0	1,053,852	1,154,739	1,166,168	1,042,960	0	9,857,936
Cash Funds (2)	1,137,657	0	9,230	1,387,195	1,409,627	2,543,424	1,129,888	420,828	8,037,849
Federal Funds (3)	0	13,247	0	0	299,337	0	0	11,520,887	11,833,471
<b>Total Funds</b>	<b>6,577,874</b>	<b>13,247</b>	<b>9,230</b>	<b>2,441,047</b>	<b>2,863,703</b>	<b>3,709,592</b>	<b>2,172,848</b>	<b>11,941,715</b>	<b>29,729,256</b>

(1) General Funds Appropriation \$9,857,936.  
(2) Cash Funds \$8,350,011, BAA Funds \$275,000, Total of \$8,625,011 Carry Forward \$2,889,173, NOG \$444,809.  
(3) Federal Funds \$12,820,000, Carry Forward \$304,239.

**Wayne State College**  
**Expenditure Report -- Fiscal Year 18-19**  
**For the Fiscal Year Ending June 30, 2019**

EXPENDITURE TYPE	PCS 1.0 INSTRUCTION	PCS 2.0 RESEARCH	PCS 3.0 PUBLIC SERVICE	PCS 4.0 ACAD SUPPORT	PCS 5.0 STUDENT SRVS	PCS 6.0 ADMIN	PCS 7.0 PHYSICAL PLANT	PCS 8.0 STUDENT AID	TOTAL
<b>PERSONAL SERVICES</b>									
<u>Permanent Staff</u>									
Faculty FTE	116.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.50
Professional Staff FTE	8.34	0.00	0.00	25.94	40.19	36.71	2.30	0.00	113.48
Support Staff FTE	11.37	0.00	0.00	5.71	8.64	18.13	36.02	0.00	79.87
Salaries	10,015,160	0	40,618	1,957,904	2,647,254	3,065,045	1,431,543	0	19,157,524
Benefits	3,086,006	0	6,492	600,780	916,673	1,274,689	638,042	0	6,522,682
<b>TOTAL PERMANENT SALARIES &amp; BENEFITS</b>	<b>13,101,166</b>	<b>0</b>	<b>47,110</b>	<b>2,558,684</b>	<b>3,563,927</b>	<b>4,339,734</b>	<b>2,069,585</b>	<b>0</b>	<b>25,680,206</b>
<u>Students, Part-time Faculty, Graduate Assistants</u>									
Part-time Faculty FTE*	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjunct Faculty FTE	34.65	0.00	0.04	0.00	0.00	0.00	0.00	0.00	34.69
Graduate Assistant FTE	4.26	0.00	0.00	0.00	3.20	0.00	0.00	0.00	7.46
Federal Work-Study FTE	0.48	0.00	0.00	0.85	0.03	0.11	0.00	0.00	1.47
All Other Straight-time FTE	1.18	0.00	0.58	6.58	8.68	7.53	2.42	0.00	26.97
Salaries	962,714	0	21,174	160,254	291,029	212,193	55,843	0	1,703,207
Benefits	68,465	0	1,216	3,327	9,072	6,731	2,219	0	91,030
<b>TOTAL TEMPORARY SALARIES &amp; BENEFITS</b>	<b>1,031,179</b>	<b>0</b>	<b>22,390</b>	<b>163,581</b>	<b>300,101</b>	<b>218,924</b>	<b>58,062</b>	<b>0</b>	<b>1,794,237</b>
<b>TOTAL PERSONAL SERVICES</b>	<b>14,132,345</b>	<b>0</b>	<b>69,500</b>	<b>2,722,265</b>	<b>3,864,028</b>	<b>4,558,658</b>	<b>2,127,647</b>	<b>0</b>	<b>27,474,443</b>
TOTAL OPERATING EXPENDITURES	733,014	60	80,690	1,465,290	755,053	2,575,145	2,156,812	0	7,766,064
TOTAL TRAVEL	92,273	0	998	113,445	626,524	81,928	2,357	0	917,525
TOTAL CAPITAL OUTLAY	61,651	0	416	-20,148	9,800	0	273,854	0	325,573
REMISSIONS AND EXEMPTIONS	-399	0	0	0	-21,532	0	0	800,509	778,578
<b>TOTAL GENERAL/CASH EXPENDITURES</b>	<b>15,018,884</b>	<b>60</b>	<b>151,604</b>	<b>4,280,852</b>	<b>5,233,873</b>	<b>7,215,731</b>	<b>4,560,670</b>	<b>800,509</b>	<b>37,262,183</b>
TOTAL GENERAL/CASH BUDGET**	19,369,681	60	318,467	4,970,879	5,816,822	8,608,802	5,571,133	801,061	45,456,905
% OF GENERAL/CASH BUDGET EXPENDED	77.54%	100.00%	47.60%	86.12%	89.98%	83.82%	81.86%	99.93%	81.97%
Federal FTE	1.46	0.00	0.00	0.00	4.24	0.00	0.00	4.59	10.29
TOTAL FEDERAL FUNDS	144,265	0	0	0	322,735	0	0	18,554,932	19,021,932
<b>TOTAL EXPENDITURES</b>	<b>15,163,149</b>	<b>60</b>	<b>151,604</b>	<b>4,280,852</b>	<b>5,556,608</b>	<b>7,215,731</b>	<b>4,560,670</b>	<b>19,355,441</b>	<b>56,284,115</b>
<u>Fund Sources</u>									
General Funds	9,966,713	0	0	2,355,000	3,402,600	4,258,900	1,930,000	0	21,913,213
Cash Funds	5,052,171	60	151,604	1,925,852	1,831,273	2,956,831	2,630,670	800,509	15,348,970
Federal Funds	144,265	0	0	0	322,735	0	0	18,554,932	19,021,932
<b>TOTAL FUNDS</b>	<b>15,163,149</b>	<b>60</b>	<b>151,604</b>	<b>4,280,852</b>	<b>5,556,608</b>	<b>7,215,731</b>	<b>4,560,670</b>	<b>19,355,441</b>	<b>56,284,115</b>

\*Includes 0 term appointments; 0 phased retirement(s)

\*\*General Funds: Includes new appropriation of \$21,913,213.

\*\*Cash Funds: Includes new appropriation of \$15,328,510, adjustment for tuition/fee increases of \$1,213,277, carryforward balance of \$6,551,621, 18-19 NOG funds of \$679,283, NDE Attracting Excellence to Teaching funds of \$75,000, 18-19 CCPE ACE Scholar funds of \$22,001 less base budget adjustment of \$326,000.

**SYSTEM OFFICE - EXPENDITURE REPORT**  
**June 30, 2019**

**FUND 1000 - GENERAL FUNDS**

		APPROPRIATION (+ CARRYOVER)	YEAR-TO-DATE EXPENDITURES	ENCUMB- RANCES	REMAINING BALANCE	% OF BUDGET EXPENDED
100	PERSONAL SERVICES	1,806,546	1,920,013	0	-113,467	106.28%
200	OPERATING EXPENSES	453,089	351,136	0	101,953	77.50%
700	TRAVEL EXPENSES	85,000	73,431	0	11,569	86.39%
800	CAPITAL OUTLAY	0	0	0	0	0.00%
<b>TOTALS</b>		<b>2,344,635</b>	<b>2,344,580</b>	<b>0</b>	<b>55</b>	<b>100.00%</b>

**FUND 6501 - STATE COLLEGE ENDOWMENT FUNDS**

<b>Beginning Cash Balance</b>		<b>710,530</b>
Income:		
	Sales and Charges	25,993
	Interest	17,006
	Grants	0
	Transfer In	9,596
	Transfer Out	(3,250)
<b>Total Income</b>		<b>49,345</b>
Expenditures:		
	Personal Services	0
	Travel	0
	Other Operating (refund)	(105)
<b>Total Expenditures</b>		<b>(105)</b>
<b>Ending Cash Balance</b>		<b>759,980</b>



**ITEMS FOR INFORMATION AND DISCUSSION/FISCAL, FACILITIES, AND AUDIT**

September 12, 2019

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**INFORMATION ONLY: Year End Financial Reports**

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Year End Financial Reports from each of the Colleges are provided to the Board for information as per Board Policy 6011.

**ATTACHMENTS:**

- CSC Financial Report (PDF)
- PSC Financial Report (PDF)
- WSC Financial Report (PDF)

**Chadron State College**  
**Financial Report - Fiscal Year 2019**  
**For the Twelve Months Ending June 30, 2019**

	DAS ACCOUNTS					LOCAL ACCOUNTS		TOTALS
	GENERAL OPERATIONS	GRANTS AND CONTRACTS	AUXILIARY ENTERPRISES	OTHER CONSTRUCTION FUNDS	TRUST FUNDS	1st National Chadron		
<b>STATEMENT OF POSITION</b>								
<b>ASSETS:</b>								
Cash and Investments Held - DAS	\$ 6,015,908	\$ 34,982	\$ 551,101	\$ 821,395	\$ 741,943	\$ -	\$ 8,165,329	
Cash Held - Local Bank	-	-	-	-	-	38,227	38,227	
Investments - Local Bank	-	-	-	-	-	-	-	
Undisbursed Appropriations	-	-	-	-	-	-	-	
Undisbursed Federal Funds	-	6,870,684	-	-	-	-	6,870,684	
<b>TOTAL ASSETS</b>	<b>\$ 6,015,908</b>	<b>\$ 6,905,666</b>	<b>\$ 551,101</b>	<b>\$ 821,395</b>	<b>\$ 741,943</b>	<b>\$ 38,227</b>	<b>\$ 15,074,240</b>	
<b>LIABILITIES &amp; FUND BALANCES:</b>								
Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Deferred Revenue	-	-	-	-	-	-	-	
Unencumbered Fund Balance	6,015,908	6,905,666	551,101	821,395	741,943	38,227	15,074,240	
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 6,015,908</b>	<b>\$ 6,905,666</b>	<b>\$ 551,101</b>	<b>\$ 821,395</b>	<b>\$ 741,943</b>	<b>\$ 38,227</b>	<b>\$ 15,074,240</b>	
<b>STATEMENT OF REVENUE AND EXPENDITURES</b>								
<b>REVENUE:</b>								
Tuition & Fees	\$ 11,484,091	\$ -	\$ -	\$ -	\$ 1,312,111	\$ -	\$ 12,796,202	
Deferred Revenue	-	-	-	-	-	-	-	
State Appropriation	17,508,452	-	-	-	-	-	17,508,452	
Grants & Contracts	-	12,623,920	-	-	-	-	12,623,920	
Trustee Transfers	-	-	2,475,000	-	-	-	2,475,000	
Other Transfers	-	-	213,387	1,125,057	-	-	1,338,444	
Local Accounts	-	-	-	-	-	2,205,399	2,205,399	
<b>TOTAL REVENUE</b>	<b>\$ 28,992,543</b>	<b>\$ 12,623,920</b>	<b>\$ 2,688,387</b>	<b>\$ 1,125,057</b>	<b>\$ 1,312,111</b>	<b>\$ 2,205,399</b>	<b>\$ 48,947,417</b>	
<b>EXPENDITURES:</b>								
State Treasurer Accounts	\$ 30,013,298	\$ 12,844,247	\$ 2,404,659	\$ 306,000	\$ 1,237,557	\$ -	\$ 46,805,761	
Local Banks	-	-	-	-	-	2,204,235	2,204,235	
<b>TOTAL EXPENDITURES</b>	<b>\$ 30,013,298</b>	<b>\$ 12,844,247</b>	<b>\$ 2,404,659</b>	<b>\$ 306,000</b>	<b>\$ 1,237,557</b>	<b>\$ 2,204,235</b>	<b>\$ 49,009,996</b>	
<b>NET INCREASE (DECREASE) IN FUND BALANCES:</b>	<b>\$ (1,020,755)</b>	<b>\$ (220,327)</b>	<b>\$ 283,728</b>	<b>\$ 819,057</b>	<b>\$ 74,554</b>	<b>\$ 1,164</b>	<b>\$ (62,579)</b>	
<b>FUND BALANCE June 30, 2018</b>	<b>\$ 7,036,663</b>	<b>\$ 7,125,993</b>	<b>\$ 267,373</b>	<b>\$ 2,338</b>	<b>\$ 667,389</b>	<b>\$ 37,063</b>	<b>\$ 15,136,819</b>	
<b>FUND BALANCE June 30, 2019</b>	<b>\$ 6,015,908</b>	<b>\$ 6,905,666</b>	<b>\$ 551,101</b>	<b>\$ 821,395</b>	<b>\$ 741,943</b>	<b>\$ 38,227</b>	<b>\$ 15,074,240</b>	

Attachment: CSC Financial Report (2563 : Year End Financial Reports)

**Peru State College**  
**Financial Report - Fiscal Year 2019**  
**For the Twelve Months Ending June 30, !Year!**

	DAS ACCOUNTS					LOCAL ACCOUNTS		TOTALS
	GENERAL OPERATIONS	GRANTS AND CONTRACTS	AUXILIARY ENTERPRISES	OTHER CONSTRUCTION FUNDS	TRUST FUNDS	!NAME OF LOCAL BANK!		
<b>STATEMENT OF POSITION</b>								
<b>ASSETS:</b>								
Cash and Investments Held - DAS	\$ 5,752,966	\$ 63,234	\$ 1,129,140	\$ 16,272	\$ 395,616	\$ -	\$ 7,357,228	
Cash Held - Local Bank	-	-	-	-	-	35,000	35,000	
Investments - Local Bank	-	-	-	-	-	-	-	
Undisbursed Appropriations	-	-	-	-	-	-	-	
Undisbursed Federal Funds	-	1,779,260	-	-	-	-	1,779,260	
<b>TOTAL ASSETS</b>	<b>\$ 5,752,966</b>	<b>\$ 1,842,494</b>	<b>\$ 1,129,140</b>	<b>\$ 16,272</b>	<b>\$ 395,616</b>	<b>\$ 35,000</b>	<b>\$ 9,171,488</b>	
<b>LIABILITIES &amp; FUND BALANCES:</b>								
Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Deferred Revenue	-	-	-	-	-	-	-	
Unencumbered Fund Balance	5,752,966	1,842,494	1,129,140	16,272	395,616	35,000	9,171,488	
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 5,752,966</b>	<b>\$ 1,842,494</b>	<b>\$ 1,129,140</b>	<b>\$ 16,272</b>	<b>\$ 395,616</b>	<b>\$ 35,000</b>	<b>\$ 9,171,488</b>	
<b>STATEMENT OF REVENUE AND EXPENDITURES</b>								
<b>REVENUE:</b>								
Tuition & Fees	\$ 8,193,484	\$ -	\$ -	\$ -	\$ 2,592,783	\$ -	\$ 10,786,267	
Deferred Revenue	-	-	-	-	-	-	-	
State Appropriation	9,857,936	-	-	-	-	-	9,857,936	
Grants & Contracts	-	12,664,560	-	-	-	-	12,664,560	
Trustee Transfers	-	-	1,211,379	-	-	-	1,211,379	
Other Transfers	-	-	-	1,260	-	-	1,260	
Local Accounts	-	-	-	-	-	67,437	67,437	
<b>TOTAL REVENUE</b>	<b>\$ 18,051,420</b>	<b>\$ 12,664,560</b>	<b>\$ 1,211,379</b>	<b>\$ 1,260</b>	<b>\$ 2,592,783</b>	<b>\$ 67,437</b>	<b>\$ 34,588,839</b>	
<b>EXPENDITURES:</b>								
State Treasurer Accounts	\$ 17,895,784	\$ 11,833,470	\$ 1,388,896	\$ 238,125	\$ 2,527,858	\$ -	\$ 33,884,133	
Local Banks	-	-	-	-	-	67,632	67,632	
<b>TOTAL EXPENDITURES</b>	<b>\$ 17,895,784</b>	<b>\$ 11,833,470</b>	<b>\$ 1,388,896</b>	<b>\$ 238,125</b>	<b>\$ 2,527,858</b>	<b>\$ 67,632</b>	<b>\$ 33,951,765</b>	
<b>NET INCREASE (DECREASE) IN FUND BALANCES:</b>	<b>\$ 155,636</b>	<b>\$ 831,090</b>	<b>\$ (177,517)</b>	<b>\$ (236,865)</b>	<b>\$ 64,925</b>	<b>\$ (195)</b>	<b>\$ 637,074</b>	
<b>FUND BALANCE June 30, !PREVIOUS YEAR!</b>	<b>\$ 5,597,330</b>	<b>\$ 1,011,404</b>	<b>\$ 1,306,657</b>	<b>\$ 253,137</b>	<b>\$ 330,691</b>	<b>\$ 35,195</b>	<b>\$ 8,534,414</b>	
<b>FUND BALANCE June 30, !CURRENT YEAR!</b>	<b>\$ 5,752,966</b>	<b>\$ 1,842,494</b>	<b>\$ 1,129,140</b>	<b>\$ 16,272</b>	<b>\$ 395,616</b>	<b>\$ 35,000</b>	<b>\$ 9,171,488</b>	

Attachment: PSC Financial Report (2563 : Year End Financial Reports)

**Wayne State College**  
**Financial Report - Fiscal Year 2019**  
**For the Twelve Months Ending June 30, 2019**

	DAS ACCOUNTS					LOCAL ACCOUNTS		TOTALS
	GENERAL OPERATIONS	GRANTS AND CONTRACTS	AUXILIARY ENTERPRISES	OTHER CONSTRUCTION FUNDS	TRUST FUNDS	!NAME OF LOCAL BANK!		
<b>STATEMENT OF POSITION</b>								
<b>ASSETS:</b>								
Cash and Investments Held - DAS	\$ 16,752,193	\$ 376	\$ 566,656	\$ 2,430,269	\$ 480,250	\$ -	\$ 20,229,744	
Cash Held - Local Bank	-	-	-	-	-	38	38	
Investments - Local Bank	-	-	-	-	-	47,014	47,014	
Undisbursed Appropriations	-	-	-	-	-	-	-	
Undisbursed Federal Funds	-	3,796,568	-	-	-	-	3,796,568	
<b>TOTAL ASSETS</b>	<b>\$ 16,752,193</b>	<b>\$ 3,796,944</b>	<b>\$ 566,656</b>	<b>\$ 2,430,269</b>	<b>\$ 480,250</b>	<b>\$ 47,052</b>	<b>\$ 24,073,364</b>	
<b>LIABILITIES &amp; FUND BALANCES:</b>								
Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Deferred Revenue	-	-	-	-	-	-	-	
Unencumbered Fund Balance	16,752,193	3,796,944	566,656	2,430,269	480,250	47,052	24,073,364	
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 16,752,193</b>	<b>\$ 3,796,944</b>	<b>\$ 566,656</b>	<b>\$ 2,430,269</b>	<b>\$ 480,250</b>	<b>\$ 47,052</b>	<b>\$ 24,073,364</b>	
<b>STATEMENT OF REVENUE AND EXPENDITURES</b>								
<b>REVENUE:</b>								
Tuition & Fees	\$ 16,804,354	\$ -	\$ -	\$ -	\$ 8,241,318	\$ -	\$ 25,045,672	
Deferred Revenue	-	-	-	-	-	-	-	
State Appropriation	21,913,213	-	-	-	-	-	21,913,213	
Grants & Contracts	-	19,211,952	-	-	-	-	19,211,952	
Trustee Transfers	-	-	4,584,913	-	-	-	4,584,913	
Other Transfers	-	-	-	1,218,576	-	-	1,218,576	
Local Accounts	-	-	-	-	-	148,334	148,334	
<b>TOTAL REVENUE</b>	<b>\$ 38,717,567</b>	<b>\$ 19,211,952</b>	<b>\$ 4,584,913</b>	<b>\$ 1,218,576</b>	<b>\$ 8,241,318</b>	<b>\$ 148,334</b>	<b>\$ 72,122,660</b>	
<b>EXPENDITURES:</b>								
State Treasurer Accounts	\$ 37,262,184	\$ 19,021,932	\$ 4,567,898	\$ 5,692,980	\$ 8,968,469	\$ 141,988	\$ 75,655,451	
Local Banks	-	-	-	-	-	-	-	
<b>TOTAL EXPENDITURES</b>	<b>\$ 37,262,184</b>	<b>\$ 19,021,932</b>	<b>\$ 4,567,898</b>	<b>\$ 5,692,980</b>	<b>\$ 8,968,469</b>	<b>\$ 141,988</b>	<b>\$ 75,655,451</b>	
<b>NET INCREASE (DECREASE) IN FUND BALANCES:</b>	<b>\$ 1,455,383</b>	<b>\$ 190,020</b>	<b>\$ 17,015</b>	<b>\$ (4,474,404)</b>	<b>\$ (727,151)</b>	<b>\$ 6,346</b>	<b>\$ (3,532,791)</b>	
<b>FUND BALANCE June 30, 2018</b>	<b>\$ 15,296,810</b>	<b>\$ 3,606,924</b>	<b>\$ 549,641</b>	<b>\$ 6,904,673</b>	<b>\$ 1,207,401</b>	<b>\$ 40,706</b>	<b>\$ 27,606,155</b>	
<b>FUND BALANCE June 30, 2019</b>	<b>\$ 16,752,193</b>	<b>\$ 3,796,944</b>	<b>\$ 566,656</b>	<b>\$ 2,430,269</b>	<b>\$ 480,250</b>	<b>\$ 47,052</b>	<b>\$ 24,073,364</b>	

Attachment: WSC Financial Report (2563 : Year End Financial Reports)

## ITEMS FOR INFORMATION AND DISCUSSION FISCAL, FACILITIES, AND AUDIT

September 12, 2019

### **INFORMATION ONLY: Grant Applications and Awards for Information**

Board Policy 6024 requires the reporting of grant awards and applications to the Board as information, if they do not have a state maintenance of effort or future fiscal responsibility.

#### Chadron State Applications

- Bringing Awareness of Behavioral Health Career Paths to Rural Middle School Students (Behavioral Health Education Center of Nebraska [BHECN]) -- \$816
- Exploring Training Needs of Rural Counselors (Association of Counselor Education and Supervision) -- \$3,000

#### Chadron State Awards

- Child Development Center Food Service Program (United States Department of Agriculture) -- \$10,750 estimated from prior year total reimbursement
- Nebraska Research Network in Functional Genomics (National Institutes of Health) -- \$23,799 year five (5) of sub-award
- TRiO Student Support Services (U.S. Department of Education) -- \$276,197 year five (5) of five (5) year grant
- Update Lucid Key Species Descriptions of Six Western Rangeland Grasshoppers with Emphasis on Oklahoma Distributions (Western Rangeland Grasshoppers Tool Update) (USDA-APHIS) -- \$11,956
- Upward Bound Food Service Program (USDA: Summer Food Service Program) -- \$4,302.50

#### Wayne State Application

- WATER to the Nth Power: Water for Agriculture in Tomorrow's Ecosystems and Resilience for Nebraska (National Science Foundation) -- \$12,094,493 in year 1 with \$75,000 for WSC

#### Wayne State Award

- Nebraska Research Network in Functional Genomics (National Institutes of Health) - \$32,222 for award period 5/1/19-4/30/20

### **ATTACHMENTS:**

- CSC Grant Application-BHECN Careers to Middle Schools (PDF)
- CSC Grant Application-Exploring Training Needs of Rural Counselors (PDF)
- CSC Grant Award-CDC Food Program (PDF)
- CSC Grant Award-Research in Functional Genomics (PDF)
- CSC Grant Award-TRIO 2019-2020 (PDF)
- CSC Grant Award-Grasshoppers (PDF)

- CSC Grant Award-Upward Bound Food Service Program (PDF)
- WSC Grant Application-WATER to the Nth Power (PDF)
- WSC Grant Award-INBRE (PDF)

**NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS**

College: Chadron State College		Date: September 12, 2019
Notice of Intent	Application: X	Accept Award:
Name of Program: Bringing Awareness of Behavioral Health Career Paths to Rural Middle School Students		
Funding Source: Behavioral Health Education Center of Nebraska (BHECN) Also indicate if the source is federal, state or private: State		
Is this grant a <b>Sub-Award</b> ?		Yes: X    No:
If a sub-award, indicate the agency the sub-award is through: University of Nebraska Medical Center		
Amount Requested: \$816.00	Amount Awarded:	Funding Period: 7/1/2019 to 6/30/2020 Please indicate specific dates for the grant.
Closing Date for Application Submission: June 1, 2019		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? No		Date Approved/Reviewed:
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes:    No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require <b>State Matching Funds</b> ?		Yes:    No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Support</b> ?		Yes:    No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:    No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes:    No:
How many FTE positions will the grant fund?		FTE: 0
How many of these are new positions?		New FTE:
Briefly describe the purpose(s) of this application/award: This project is a collaborative effort between Dr. Jones-Hazledine, area psychologist, and Dr. Wilson, a counselor educator at Chadron State College. The purpose of this project is to expose area middle school students to behavioral health professions. Drs. Jones-Hazledine and Wilson will travel to area middle schools to present on different behavioral health careers.		
Is this grant a continuation of a previous/existing grant?		Yes:    No: X
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program:		
Has this grant application been previously denied?		Yes:    No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Dr. Tara Wilson		
Administrator responsible for approving the application: Dr. Randy Rhine		

Attachment: CSC Grant Application-BHECN Careers to Middle Schools (2565 : Grant Applications and Awards for Information)

**NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS**

College: Chadron State College		Date: September 12, 2019
Notice of Intent	Application: X	Accept Award:
Name of Program: Exploring Training Needs of Rural Counselors		
Funding Source: Association of Counselor Education and Supervision Also indicate if the source is federal, state or private: Private		
Is this grant a <b>Sub-Award</b> ?		Yes:      No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested: \$3,000.00	Amount Awarded:	Funding Period: August 2019 – August 2020 Please indicate specific dates for the grant.
Closing Date for Application Submission: July 1, 2019		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? No		Date Approved/Reviewed:
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes:      No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require <b>State Matching Funds</b> ?		Yes:      No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Support</b> ?		Yes:      No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:      No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes:      No:
How many FTE positions will the grant fund?		FTE: 0
How many of these are new positions?		New FTE:
Briefly describe the purpose(s) of this application/award:		
Is this grant a continuation of a previous/existing grant?		Yes:      No: X
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program: This grant will support Dr. Wilson's efforts to complete a research study that looks to explore the training needs of counselors working in a rural environment. Dr. Wilson and her co-researchers will complete a qualitative study to gather data on training experiences of rural mental health counselors. The grant will fund transcription services, data collection fees, participant incentives and NVivo Pro licenses for data analysis.		
Has this grant application been previously denied?		Yes:      No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Dr. Tara Wilson		
Administrator responsible for approving the application: Dr. Randy Rhine		

Attachment: CSC Grant Application-Exploring Training Needs of Rural Counselors (2565 : Grant Applications and Awards for Information)



## NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Chadron State College		Date: September 12, 2019
Notice of Intent	Application:	Accept Award: X
Name of Program: Child Development Center Food Service Program		
Funding Source: United States Department of Agriculture Also indicate if the source is federal, state or private: Federal		
Is this grant a <b>Sub-Award</b> ?		Yes: X    No:
If a sub-award, indicate the agency the sub-award is through: Nebraska Department of Education Nutrition Services		
Amount Requested:	Amount Awarded: \$10,750.00* *Estimated from Prior Year Total Reimbursement	Funding Period: 7/1/2019 to 6/30/2020 Please indicate specific dates for the grant.
Closing Date for Application Submission: NA		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? No		Date Approved/Reviewed:
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes:    No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require <b>State Matching Funds</b> ?		Yes:    No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Support</b> ?		Yes:    No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:    No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes:    No:
How many FTE positions will the grant fund?		FTE: 0
How many of these are new positions?		New FTE:
Briefly describe the purpose(s) of this application/award: This award aids the existing Child Development Center in providing meals to children. The Child Development Center is an education center with the purpose of educating CSC's students in education.		
Is this grant a continuation of a previous/existing grant?		Yes: X    No:
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program: Program is the same as prior years, and the funding amount received is congruent with prior years.		
Has this grant application been previously denied?		Yes:    No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Lona Downs		
Administrator responsible for approving the application: Dr. Randy Rhine		

## NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Chadron State College		Date: September 12, 2019
Notice of Intent	Application:	Accept Award: X
Name of Program: Nebraska Research Network in Functional Genomics		
Funding Source: National Institutes of Health Also indicate if the source is federal, state or private Federal		
Is this grant a <b>Sub-Award</b> ?		Yes: X No:
If a sub-award, indicate the agency the sub-award is through: University of Nebraska Medical Center		
Amount Requested:	Amount Awarded: \$23,799.000 (Year 5 of sub-award)	Funding Period: 5/1/19 to 4/30/20 Please indicate specific dates for the grant.
Closing Date for Application Submission: NA		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? Yes		Date Approved/Reviewed: 9/06/2014
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes: No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require <b>State Matching Funds</b> ?		Yes: No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Support</b> ?		Yes: No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes: No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes: No:
How many FTE positions will the grant fund?		FTE: 0
How many of these are new positions?		New FTE:
Briefly describe the purpose(s) of this application/award: The purpose of this project is to develop and sponsor undergraduate students in the research enterprise selected for the INBRE Scholars Program. This collaboration is intended to enhance the competitive biomedical research capability throughout the State of Nebraska.		
Is this grant a continuation of a previous/existing grant?		Yes: X No:
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program: There are no differences in funding period or program. Last year, \$20,833.00 was originally funded with an additional funding of \$21,635.00 later in the year to purchase equipment.		
Has this grant application been previously denied?		Yes: No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Dr. Ann Buchmann		
Administrator responsible for approving the application: Dr. Randy Rhine		

## NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Chadron State College		Date: September 12, 2019
Notice of Intent	Application:	Accept Award: X
Name of Program: TRIO – Student Support Services		
Funding Source: U.S. Department of Education Also indicate if the source is federal, state or private: Federal		
Is this grant a <b>Sub-Award</b> ?		Yes:      No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested:	Amount Awarded: \$276,197.00 (Year five of five-year grant)	Funding Period: 9/1/2019 – 8/31/2020 Please indicate specific dates for the grant.
Closing Date for Application Submission: Continuation of Previous Grant		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? Yes		Date Approved/Reviewed: 3/20/2015
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes: X      No:
If yes, indicate dollar amount and/or percentage rate allowed: 8%		
Will this grant require <b>State Matching Funds</b> ?		Yes:      No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Support</b> ?		Yes:      No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:      No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes:      No: X
How many FTE positions will the grant fund?		FTE: 4.5
How many of these are new positions?		New FTE: 0
Briefly describe the purpose(s) of this application/award: The grant award is a continuation of the TRIO – Student Support Services program for Chadron State College. The project will serve low-income, first generation and/or disabled students at Chadron State College. The objective of services is to increase the academic success, retention and graduation rate.		
Is this grant a continuation of a previous/existing grant?		Yes: X      No:
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program: The program remains the same. The funding was \$253,528 last year and \$247,344 the two years prior.		
Has this grant application been previously denied?		Yes:      No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Jennifer Schaeer		
Administrator responsible for approving the application: Dr. Randy Rhine		

**NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS**

College: Chadron State College		Date: September 12, 2019
Notice of Intent	Application:	Accept Award: X
Name of Program: Update Lucid Key and Species Descriptions of Six Western Rangeland Grasshoppers with Emphasis on Oklahoma Distributions (Western Rangeland Grasshoppers Tool Update)		
Funding Source: USDA-APHIS Also indicate if the source is federal, state or private: Federal		
Is this grant a <b>Sub-Award</b> ?		Yes: X    No:
If a sub-award, indicate the agency the sub-award is through: Oklahoma State University		
Amount Requested: \$11,956.00	Amount Awarded: \$11,956.00	Funding Period: 7/1/2019 to 6/30/2020 Please indicate specific dates for the grant.
Closing Date for Application Submission: NA		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? Yes		Date Approved/Reviewed: June 18, 2019
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes: X    No:
If yes, indicate dollar amount and/or percentage rate allowed: 8%		
Will this grant require <b>State Matching Funds</b> ?		Yes:    No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Support</b> ?		Yes:    No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:    No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes:    No: X
How many FTE positions will the grant fund?		FTE: 0
How many of these are new positions?		New FTE: 0
Briefly describe the purpose(s) of this application/award: Dr. Brust will be involved in this grant which is to update the current Western Grasshopper Identification tool. His specific work will include grasshopper identification, developing fact sheets for six grasshopper species, and integrating the new species into the current key/identification tool. This work will also help to support a Masters Student in the Entomology Program at Oklahoma State University, whose committee Dr. Brust will be a member of.		
Is this grant a continuation of a previous/existing grant?		Yes:    No: X
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program:		
Has this grant application been previously denied?		Yes:    No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Dr. Mathew Brust		
Administrator responsible for approving the application: Dr. Randy Rhine		

## NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Chadron State College		Date: September 12, 2019
Notice of Intent	Application:	Accept Award: X
Name of Program: Upward Bound Food Service Program		
Funding Source: USDA: Summer Food Service Program Also indicate if the source is federal, state or private: Federal		
Is this grant a <b>Sub-Award</b> ?		Yes: X    No:
If a sub-award, indicate the agency the sub-award is through: Nebraska Department of Education Nutrition Services		
Amount Requested:	Amount Awarded: \$4,302.50	Funding Period: 10/1/2018 to 9/30/2019 Please indicate specific dates for the grant.
Closing Date for Application Submission: NA		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? No		Date Approved/Reviewed:
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes:    No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require <b>State Matching Funds</b> ?		Yes:    No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Support</b> ?		Yes:    No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:    No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes:    No: X
How many FTE positions will the grant fund?		FTE:
How many of these are new positions?		New FTE:
Briefly describe the purpose(s) of this application/award: This award aids the existing Upward Bound program in providing summer meals to students. Upward Bound serves 50 low-income and first generation high school students in area schools to prepare students for postsecondary education.		
Is this grant a continuation of a previous/existing grant?		Yes: X    No:
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program: Program is the same as prior years, and the funding amount received was \$2,973.76 last year.		
Has this grant application been previously denied?		Yes:    No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Maggie Smith-Bruehlman		
Administrator responsible for approving the application: Dr. Randy Rhine		

**NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS**

**5.10.h**

College: Wayne State College		Date: September 12, 2019
Notice of Intent	Application: X	Accept Award:
Name of Program: WATER to the Nth Power: <u>Water for Agriculture in Tomorrow's Ecosystems and Resilience for Nebraska</u>		
Funding Source: National Science Foundation (NSF) Also indicate if the source is federal, state or private: Federal		
Is this grant a <b>Sub-Award</b> ?		Yes: X      No:
If a sub-award, indicate the agency the sub-award is through: Nebraska EPSCoR		
Amount Requested: \$12,094,493 in year 1 with \$75,000 for WSC	Amount Awarded:	Funding Period: 8/1/21-7/31/26
Closing Date for Application Submission: 7/8/2019		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board?		Date Approved/Reviewed:
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes: X      No:
If yes, indicate dollar amount and/or percentage rate allowed: 40% of direct salaries and wages including all fringe benefits		
Will this grant require <b>State Matching Funds</b> ?		Yes: X      No:
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.) \$15,000 - 20% In-Kind/Cash Match. In year one \$3,031 direct cash match for the development of mail surveys, outreach and communication materials and printing costs.		
Will this grant require <b>In-Kind Support</b> ?		Yes: X      No:
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.): In-Kind Match of \$11,969 in year one - \$9,569 in faculty salary and benefits and \$2,400 in computer equipment, supplies and office space for an undergraduate student worker.		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:      No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes: X      No:
How many FTE positions will the grant fund?		FTE: 0.44
How many of these are new positions?		New FTE: 0.44
Briefly describe the purpose(s) of this application/award: This pre-proposal for an NSF Research Infrastructure Improvement (RII) Grant proposal will assist state entities in transforming Nebraska's approach to agricultural management, provide new integrated information for decision makers and reduce nitrogen in surface and ground waters for improved ecosystem and human health while creating sustainable agricultural systems. Dr. Lindsey Doctorman from WSC would serve as a co-PI on one of the four identified research activities. The \$75,000 for WSC would fund one summer month of salary and benefits for co-PI Doctorman, wages for an undergraduate student, travel costs for the co-PI and student worker, some supplies, indirect costs and support for a ten week summer research experience for undergraduate students to aid in recruitment and training of graduate students in the water sciences.		
Is this grant a continuation of a previous/existing grant?		Yes:      No: X
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program:		
Has this grant application been previously denied?		Yes:      No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Dr. Lindsey Doctorman, Business and Economics Department		
Administrator responsible for approving the application: Ms. Angie Fredrickson, Vice President, Administration and Finance		

Attachment: WSC Grant Application-WATER to the Nth Power (2565 : Grant Applications and Awards for Information)

College: Wayne State College		Date: September 12, 2019
Notice of Intent	Application:	Accept Award: X
Name of Program: Nebraska Research Network in Functional Genomics		
Funding Source: National Institutes of Health Also indicate if the source is federal, state or private: Federal		
Is this grant a <b>Sub-Award</b> ?		Yes: X    No:
If a sub-award, indicate the agency the sub-award is through: University of Nebraska Medical Center		
Amount Requested: \$248,250 over the 5 year period	Amount Awarded: \$32,222 Funding for award period 5/1/19-4/30/20	Funding Period: 07/01/15-4/30/20
Closing Date for Application Submission:		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? Yes		Date Approved/Reviewed: 9/6/14
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes: X    No:
If yes, indicate dollar amount and/or percentage rate allowed: 40% of direct salaries and wages including all fringe benefits		
Will this grant require <b>State Matching Funds</b> ?		Yes:    No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.)		
Will this grant require <b>In-Kind Support</b> ?		Yes:    No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:    No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes: X    No:
How many FTE positions will the grant fund?		FTE: 0.34
How many of these are new positions?		New FTE: 0.00
Briefly describe the purpose(s) of this application/award: This fifth year subaward of a five-year grant by the University of Nebraska Medical Center for the Nebraska INBRE Project, of which Wayne State College is a participant, is designed to train one undergraduate student in research during the academic year. It provides funding for student wages as well as basic laboratory supplies. The budget also covers a 0.9 academic month a year salary and benefits for two faculty members to coordinate budget, communication and administrative tasks with UNMC, oversee the student scholar at WSC and serve on the statewide INBRE Senior Executive Committee. The project goal is to enhance the competitive biomedical research capability throughout the State of Nebraska through collaboration among the state's institutions of higher education.		
Is this grant a continuation of a previous/existing grant?		Yes:    No: X
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program: While not technically a continuation, this subaward funds another five year phase of the IDeA Networks of Biomedical Research Excellence (INBRE) grants awarded for the periods 05/09-05/14 and 09/04-04/09 and the Biomedical Research Infrastructure Network (BRIN) grant from 09/01-09/04.		
Has this grant application been previously denied?		Yes: X    No:
If yes, please state the reason: This was a revised resubmission of a proposal by UNMC, with Wayne State College as a participant, which was not funded for 2014-2015.		
Person responsible for the preparation of the application: Dr. Shawn Percy, Professor, Life Sciences Department		
Administrator responsible for approving the application: Ms. Angie Fredrickson, Vice President, Administration and Finance		

Attachment: WSC Grant Award-INBRE (2565 : Grant Applications and Awards for Information)

## Presidents' Reports

### Chadron State College September 2019

The summer at Chadron State College has been a busy one. CSC students experienced high-impact learning opportunities and faculty and alumni earned distinctions in their field. Also this summer, Chadron State College announced revised mission and vision statements, as well as institutional values, to assist with strategic planning and enhancing collaborations with students and community members.

**Mission:** “Chadron State College delivers experiences that foster knowledgeable and engaged leaders and citizens to enrich the High Plains region and beyond.”

**Vision:** “Chadron State College aspires to continue as a learner-centered institution. We are committed to students through our focus on continuous improvement and excellence in teaching, applied scholarship, and service.”

**Values:** Accessible and affordable education, Collaboration, Diversity and inclusion in people and thought, Impactful experiences and outcomes, Innovation, Integrity, and Student Engagement and learning.

Truly, it is an exciting time at Chadron State College. From the new construction occurring at the track and field complex, to students using a simpler and more intuitive application form for admission to CSC, to the Math Science renovation and addition being approved by the State Legislature are just a few examples of what is valued by this institution, its Board, and the State of Nebraska. In my mind, there is no better place to be.

Some other summer highlights include:

- Women’s track team qualifies for All-Academic team award

The Chadron State College women's track and field team tied for 28th in NCAA Division II with a 3.46 cumulative team grade point average at the end of the spring semester, qualifying the Eagles for the USTFCCCA All-Academic Team award. CSC tied with the University of Colorado-Colorado Springs for the highest average in the Rocky Mountain Athletic Conference.

- Undergraduate conducts primary research

A trip to the University of Indiana’s Lilly Library in May gave Rachel Mitchell of Riverton, Wyoming, an opportunity to view and touch some of the historic pieces of literature that have shaped the culture of the English-speaking world. The trip to the library was part of an independent study course about women traveling. The Lilly Library collection includes more than 450,000 rare books, more than eight million manuscripts, and 150,000 sheets of music. Mitchell was able to hold the first bound edition of Shakespeare’s complete works, a 2000 BCE cuneiform tablet written in Babylonian, and the first copies of Arthur Conan Doyle’s Sherlock Holmes. Mitchell said she will use results of her research for a conference of the North American Victorian Studies Association in October, where she hopes to present her work.

- PBL Nationals

Four Chadron State College students placed in the top 10 at the Phi Beta Lambda National Leadership Conference in San Antonio in June. Cody Cooper of Gothenburg, Nebraska, placed fifth in Business Communication. Dawson Brunswick of McCook, Nebraska, and Aubree Noble of Chadron placed fifth as a team in Network Design. Brunswick, Noble, and Bailee Steiner of Morrill, Nebraska, placed ninth as a team in Strategic Analysis and Decision Making. Brunswick was



recognized during the opening session of the conference as the state of Nebraska's Who's Who recipient.

- CSC alumna is Wyoming Teacher of the Year

Wyoming's 2019 Teacher of the Year Valerie Bruce credits earning the award, in large part, to knowledge she gained while earning a master's degree in Education Administration from Chadron State College in 2017. Bruce teaches first grade at Rozet Elementary, a rural school near Gillette. Bruce said her experience at CSC was phenomenal. She found the course offerings excellent and gleaned a tremendous amount of meaning from the readings, projects, assignments, and discussions. She described the faculty as excellent, engaging, empowering, and supporting her. She said communication, problem solving, and critical thinking skills refined during her graduate program have assisted her career in a variety of ways.

- Waugh, Miller named to interim posts

Two tenured professors at Chadron State College began serving in interim administrative roles in August. Business Professor Dr. Wendy Waugh is the Interim Dean of the School of Business, Math and Science, and Graduate Program. English and Humanities Professor Dr. Lee Miller is the Interim Associate Vice President of Teaching and Learning.

- Faculty stay busy in summer

English Assistant Professor Dr. Mary Clai Jones represented Chadron State College May 30-31 at a British Association of Victorian Studies conference in Italy. She presented a paper about the late English essayist Vernon Lee's environmental activism. Vernon Lee was the pseudonym of Violet Paget, who died in 1935. The conference, "Vernon Lee 2019: An Anniversary Conference" was at Lee's former residence, Villa Il Palmerino, in Florence.

Chadron State College Psychological Sciences Professor Dr. Mary Jo Carnot has become part of a research team studying the beneficial health effects of eating primarily plant-based foods that are high in nutrient density. In the last four years, Carnot has been listed as co-author on nine articles by the Northern Arizona University-based PRANDIAL Lab that have appeared in various peer-reviewed scientific publications, including the Journal of Food and Nutrition and the International Journal of Food Science, Nutrition and Dietetics.

Former CSC Family and Consumer Science instructor Jay Sutcliffe directs the PRANDIAL Lab. Carnot said her work with the group's research, which she does on her own time mostly in summer, includes statistical analysis, and some aspects of experimental design.

## Peru State College September 2019

In March, the community of Peru was warned that flooding along the Missouri River was imminent. The City of Peru declared an emergency Thursday evening, March 14, as flooding along the Missouri river was forecasted to reach record levels. The City also advised the community that sandbags would be necessary to protect key components of the City's water supply.



Community members, Peru State students, faculty and staff filled sandbags during the day on Friday as the Missouri River continued to rise. More than 120 students and a total of 160 volunteers contributed to the effort. Sandbags were used to protect the water treatment plant, a lift station and a well in Peru. Floodwaters would have contaminated the water supply.

Darrin Reeves, mayor of Peru, said that more than 8000 sandbags were filled. He also expressed his appreciation for everyone that came out to help with sandbag efforts.

From a news report by B103 out of Nebraska City, "There weren't many evacuations, but one man, Jeffrey Bestwick, was forced out of his home on the Peru bottoms. Water seeped into his home, and he was worried about his furniture. The Peru State football team caught wind - and helped out."

"'They were helping the city fill sandbags,' Bestwick said, 'and I asked them if they'd volunteer a little time to help me move some personal things and they all volunteered. I think it's really good for the community to come together like they have today.'"

Unfortunately, on Saturday, the levy north of Peru broke and floodwaters rushed into the Peru bottoms. These floodwaters overwhelmed sandbags at the water treatment plant, the lift station and the well located there. There was no loss of life, but homes were lost and the water supply for the City of Peru was seriously compromised.

Working closely with the City, Peru State College began working with students to relocate off campus and out of town. The City initially believed it would only have the municipal water currently available in the tower available for use and every person off the water system would extend the use and life of that water for those that could not relocate.

I am proud to report that our students accepted the determination to close campus and move out of town with grace. They took friends and neighbors with them, students visited friends, relatives and even faculty homes. Yes, our faculty and staff opened their homes to students. We also had an outpouring of support from surrounding communities willing to house and support our students – an offer we ultimately did not take, but a gracious and heartfelt offer nonetheless.

Alumni and other friends of the College also began to offer to help. I cannot count how many calls Elaine or I received asking about our students, faculty and staff. Every call was an offer of help – I know many similar offers were made to other members of the College's faculty and staff. I can only say thank you for the cases of bottled water. Thank you for the resources you brought to the community of Peru – by the pallet, by the truck load, and even through Amazon.com. Thank you for every one that asked what else the College or the town needed. I would particularly note the kind donations by the Student Senates from Wayne and Chadron.



The Peru State Women's Basketball Team after helping unload relief supplies and \$2100 for the community the Beatrice Public Schools Superintendent, Jason Alexander.

The College was able to cancel classes for only two days thanks to the tireless work of the City of Peru, Nemaha County Emergency Management and the Board of Public Works in Auburn. Together a new plan was made to supply water to Peru. Water would be transported by truck from Auburn's supply and pumped into Peru's water tower several times each day. As many as 100,000 gallons of water could be transported that way each day.

Unfortunately, though the trucks were sterile milk trucks and the water was clean tap water, the

act of moving it from water supply to truck to pump to water tower created multiple possible contamination points. In these situations, it is mandatory for the City of Peru to issue a boil order. Consequently, our students could use municipal water to wash clothes, take showers, etc. but they would need to drink bottled water. The College and the community of Peru benefited greatly from bottled water donated by friends and alumni of the College. Nemaha County Emergency Management also organized other sources of potable water for community members.

Trucking water into town, while a solution to our daily needs, was expected to be expensive. Peru State's students, faculty and staff committed to conserving water and were able to curtail their average daily use by more than half. Some of that savings came from changes made by Facility Services, but student efforts to embrace water conservation were clear and notable. Water conservation efforts continued through the remainder of the school year and the boil order was in place through the beginning of August.

The City of Peru has rented and placed a portable water treatment plant to replace the facility ruined by flood waters. That portable plant is now providing water to campus and the Peru community – just in time for returning students to enjoy! Before the flooding began, the City had sought out a water study to influence the future of the community and campus' water supply. This study is now complete and is shaping the City's next steps to develop a stable, long-term water supply solution.

During all of this, the College's top priority remained success of our students. For this reason, we decided early on that it was in the best interest of most students to return to class as soon as possible and complete the semester as planned. We were – and continue to be – committed to working with students, faculty and staff who were displaced, facing disrupted commutes or other issues related to the flooding. As we move into a new year, the flood, and the barrier it has created between Nebraska and neighboring states, does not appear to have limited our enrollment. Affected students faced difficult decisions, but (particularly with the help of the NSCS Disaster Relief Tuition Waiver Program) most students have been able to return or choose Peru State without reservation.

To conclude, we continue to be appreciative of the work done by so many in our community, region and state to assist the College and our community in returning to normalcy. The College is also grateful to its many supporters – friends, alumni, employees and students – that have done so much to help those affected by the flood.

## Wayne State College September 2019

The start of the fall 2019 semester was more than the usual launch of classes and campus activities. Wayne State came out of the gate with a convocation ceremony to formally kick off the new academic year for freshmen and their families, renewed and kicked off new academic partnerships and pathways, opened improved facilities, and provided new athletics opportunities for our students.

The convocation ceremony, which is in its second year since being revived after a more than 60-year hiatus, followed a morning marked by new students moving into their residence halls with the help of student crews who quickly carried belongings from drop-off points to freshmen's rooms. This year's convocation featured brief remarks from me, Vice President of Academic Affairs Steven Elliott, Student Senate President Jorge Adame, and Dean Jacobs, a well-known world traveler, explorer, and educator and 1986 graduate of Wayne State. The ceremony was followed by a picnic for freshmen and their families, with the meal served by WSC employees.

The new academic year also brings a reinvigorated partnership to Northeast Nebraska students. I was excited to sign a memorandum of agreement with leaders of Northeast Community College on Aug. 7 that lays out clearly articulated programs of study for students on 28 academic pathways. This renewed partnership provides students with a well-defined path to a four-year degree along with plenty of opportunities for our respective institutions to collaborate on advising, visit days, and retention, along with providing access to in-state tuition for any students who might be transferring to Wayne State from out of state.

Our newest partnership with the University of Nebraska-Lincoln's College of Agricultural Sciences and Natural Resources (CASNR) and Nebraska College of Technical Agriculture (NCTA) will move toward implementation this fall. This collaboration will create seamless education pathways for WSC students to continue their education with CASNR to complete degrees in Animal Systems, Plant Systems, Applied Science, and other related agriculture programs to prepare the next generation of professionals, problem-solvers, innovators, entrepreneurs, and leaders in resilient food, energy, water, and societal systems.

The agricultural program partnership aims to create life-long learning opportunities that align with career advancement opportunities. The new partnership will provide assistance to prospective transfer students with their academic planning and strongly encourage WSC students to work with an academic advisor at WSC and an academic advisor at CASNR. CASNR and WSC will collaborate on mutually beneficial recruitment, advising, and retention efforts.

In addition to our new menu of academic options, our new and returning students have several new options for dining on campus this year. Our recently remodeled upper cafeteria serves up tasty breakfast, lunch, and dinner with continuous dining available in the cafeteria between 7 a.m. and 7 p.m. Concepts include 500 Degrees, Flame, Homestyle, Nook, Fresh 52, Carved & Crafted, Rooted, G8, and Flavor Station.

The Cat's Corner Lower Food Court, which was completely renovated this summer, features concept dining with Erbert and Gerbert's Sandwich Shop, Build Pizza by Design, Smoked BBQ, and The Market. We also added an Einstein Bros. Bagels restaurant to our library this summer, which serves up gourmet bagels, delicious breakfast and lunch sandwiches, and Caribou Coffee hot and cold beverages.

Improvements to Kanter Student Center included more than our food service areas. The atrium was overhauled with new tile, wall coverings and graphics, paint, and eight large banners that feature students from our academic programs. These improvements will figure prominently in the

experience of the thousands of students who visit the college each year for admissions events, high school academic contests, and cultural offerings.

The College added two new women's varsity sports this summer with the creation of beach volleyball (formerly known as sand) and the reinstatement of our women's golf team. Wayne State will compete in the NCAA's National Collegiate Division for beach volleyball and in the Northern Sun Intercollegiate Conference (NSIC) in golf. Wayne State is a member of the NSIC and will now offer 15 varsity sports (six male and nine female) in the 2019-20 season.

The addition of beach volleyball will add approximately 15 female student athlete opportunities to the Wildcat athletic program. The Wildcat beach volleyball team will consist primarily of the same student-athletes that compete in fall indoor volleyball.

Beach volleyball is one of the fastest growing sports in NCAA history and was taken off of the emerging NCAA sports list in 2015 and became an NCAA Championship sport. Wayne State will compete as an independent member of National Collegiate Beach Volleyball and joins the University of Nebraska as the only other school in the state of Nebraska to have a beach volleyball program. WSC becomes the 18th program in NCAA Division II to have beach volleyball.

The reinstatement of the women's golf program will bring the sport back for the 2020-21 school year. We hired a coach this summer who will spend the 2019-20 school year recruiting student-athletes to begin competition again during the next school year. The women's golf program at Wayne State College was suspended at the end of the 2012-13 school year.

In addition to traditional sports, Wayne State College is exploring esports — competitive online gaming — as a new club activity. Esports on campus includes a team of students competing against another student team on gaming platforms. It has steadily grown in interest among college students who want to continue their passion for competitive gaming.

There are 500 esports club programs across the country, and 90 varsity teams complete with a coach. Whether it's at the varsity or club level, most campuses that formalize esports have an arena: a computer lab with powerful PCs and gaming consoles for team members to practice as well as compete against other teams. Within Wayne State's NCAA Division II conference, some other colleges have already added esports to their lineup of competitive sports at the club and varsity levels. Wayne State's club program would give on-campus students who are already into gaming a more formalized outlet for their interest, as well as bring in more students who are passionate about gaming. We plan to coordinate resources to build the arena and announce the formal program this academic year, and by 2020-21, officially launch the club sport complete with its own facility.

We are confident that our warm welcome of our new freshman class and families, our energetic approach to new and existing partnerships, the college's addition of new dining options, and the introduction of new athletic opportunities will positively affect our retention and recruitment strategies. These initiatives reflect the innovative work being done across our campus to ensure Wayne State meets our mission of student success, learning excellence, and regional service.