



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 Lied Lodge & Conference Center, Nebraska City, Nebraska on March 17, 2021

President Candidate Meetings	March 16	8:00 a.m.
Executive Session	March 16 –	1:00 p.m.
President Candidate Meetings	March 16	4:30 p.m.
Executive Session	March 16	7:00 p.m.
Business Meeting	March 17	9:00 a.m.

This notice and accompanying agenda are being published in the Omaha World Herald and 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
March 16-17, 2021
LIED LODGE
NEBRASKA CITY, NEBRASKA**

TUESDAY, MARCH 16 – Lied Lodge

7:00 – 7:45	Breakfast	Marcotte Room
8:00 – 10:15	PRESIDENT CANDIDATE MEETINGS Candidate A & B	Steinhart Room
10:30 – 10:45	Academic & Personnel Committee Teaching Excellence Award Discussion	Terrace Room B
10:45 – 12:00	Academic & Personnel Committee Meeting	Terrace Room B
10:30 – 12:00	BOARD COMMITTEE MEETINGS Fiscal, Facilities & Audit Committee Student Affairs, Marketing & Enrollment Committee	Steinhart Room Terrace Room A
12:00 – 1:00	Lunch	Marcotte Room
1:00 - 3:30	BOARD OF TRUSTEES EXECUTIVE SESSION Pending Litigation & Personnel Matters	Steinhart Room
1:00 – 3:30	Student Trustee Meeting	Terrace Room A
4:30 – 6:45	PRESIDENT CANDIDATE MEETINGS Candidates C & D	Steinhart Room
7:00 – 8:00	BOARD OF TRUSTEES EXECUTIVE SESSION & DINNER Pending Litigation & Personnel Matters	Steinhart Room

WEDNESDAY, MARCH 17 – Lied Lodge

8:00 – 8:45	Breakfast	Marcotte Room
9:00	BOARD OF TRUSTEES BUSINESS MEETING	Steinhart Room

Call to Order

Approval of Meeting Agenda

Public Comments

Presidents Welcome

Minutes Approval

- 1 Board of Trustees of the Nebraska State Colleges - Regular Meeting - Jan 13, 2021 1:15 PM

1 Items for Consent Agenda

- 1.1 Approve Authorization for Chancellor to Bind Insurance Coverages (FFA)
- 1.2 Approve Authorization for Chancellor to Sign Construction Contracts for Wayne State College (FFA)

Items for Discussion and Action

2. Academic and Personnel

- 2.1 First and Final Round Approval of Revisions to Board Policies 5102; Faculty Employees Excluded from the SCEA Bargaining Unit; 5103; Professional Staff Employees Excluded from the NSCPA Bargaining Unit and 5104; Support Staff Employees Excluded from the NAPE/AFSCME Bargaining Unit
- 2.2 First and Final Round Approval of Revisions to Board Policy 5404; Retirement; Employees
- 2.3 Approve Program Review Recommendations
- 2.4 Approve Continuation of History Program at Chadron State College with Annual Monitoring
- 2.5 Approve Continuation of Computer Science Program at Wayne State College with Annual Monitoring
- 2.6 Approve Continuation of History Program at Wayne State College with Annual Monitoring
- 2.7 Approve Continuation of Political Science Program at Wayne State College with Annual Monitoring
- 2.8 Approve Continuation of Sociology Program at Wayne State College with Annual Monitoring
- 2.9 Approve Teaching Excellence Award Nomination
- 2.10 Approve Salary Policy 2021-2022

- 2.11 Approve Memorandum of Agreement with Laramie County Community College for Chadron State College
- 2.12 Approve Amendment to Agreement with Tecumseh State Correctional Institution for Peru State College
- 2.13 Approve Distinguished Service Award for Peru State College
- 2.14 Approve the Collaborative Agreement with Aruba Ministry of Education for Wayne State College

3. Student Affairs, Marketing, and Enrollment

4. Fiscal, Facilities and Audit

- 4.1 First and Final Round Approval of Revisions to Board Policy 6018; Trust Funds
- 4.2 Approve Contracts for Audits for Fiscal Year Ending June 30, 2021
- 4.3 Approve Use of Capital Improvement Fee Funds for Wayne State College
- 4.4 Approve Bookstore Contract for Wayne State College

Items for Information and Discussion

5. Chancellor Informational Items

- 5.1 Request For Proposal Issuance for Off-Campus Senior Student Housing Development in Norfolk for Wayne State College
- 5.2 Five-Year Academic Calendar
- 5.3 NSCS Funding Request for CSC Foundation
- 5.4 Reports of Personnel Actions
- 5.5 Intercollegiate Athletics Report of Institutional Commitment to NCAA Principles for Conduct
- 5.6 Matrix Discussion for Revisions to Board Policy 7010; Purchases; Bids; Public Lettings, Board Policy 7015; Contracts; Limitations, Exemptions, Board Policy 8064; Capital Construction and Information Technology (IT); Bids, Board Policy 8065; Capital Construction; Contracts; Approvals, and Board Policy 8066; Capital Construction; Contracts; Professional Consulting Services and Deletion of Board Policy 7016; Contracts; Consulting Services, Board Policy 8067; Capital Construction; Contracts; Works of Art and Board Policy 8068; Capital Construction; Contracts; Forms, Payments
- 5.7 Capital Construction Quarterly Reports
- 5.8 Contingency Maintenance Progress Reports
- 5.9 LB 309 Project Status Reports
- 5.10 Financial Reports
- 5.11 Operating Expenditure Reports
- 5.12 Revenue Bond Expenditure Reports
- 5.13 Fall Occupancy and Income Reports

- 5.14 Potential Occupancy and Income Reports
- 5.15 Grant Applications and Awards for Information
- 5.16 Contracts and Change Orders for Information
- 5.17 Chancellor's Travel Report

6. College Informational Items

- 6.1 Proposed Board of Trustees Meeting Schedule

7. Academic and Personnel

8. Student Affairs, Marketing, and Enrollment

Adjournment



Nebraska State College System

CHADRON | PERU | WAYNE

Executive Session - January 13, 2021

Call to Order - Executive Session

The meeting was called to order at 10:05 AM by Chair Bieganski.

Motion was made by Trustee Engles and seconded by Terrell 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
- Liability issues

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

- Litigation
- Personnel matters
- Liability issues

Motion was adopted. Voting **AYES**: Bieganski, Chaney, Engles, Blomstedt, Zeiss, Terrell

ABSENT: Carter Peterson

The Board went into executive session at 10:07 AM. The Board reconvened the open meeting at 11:55 AM.

Adjournment - Executive Session

There being no further business, the meeting was adjourned by Chair Bieganski at 11:56 AM.

Minutes Acceptance: Minutes of Jan 13, 2021 1:15 PM (Minutes Approval)

January 13, 2021

Call to Order

The meeting was called to order at 1:28 PM by Chairman Gary Bieganski

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

Approval of Meeting Agenda

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

ABSENT: Carter Peterson

Public Comments

No public comment

Minutes Approval

Board of Trustees of the Nebraska State Colleges - Regular Meeting - Nov 12, 2020 2:15 PM

A motion was made by Vice Chairman Zeiss and seconded by Trustee Engles to approve the minutes of the November 12, 2020 meeting. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

1 Items for Consent Agenda

A motion was made by Trustee Engles and seconded by Trustee Blomstedt to approve the following consent agenda item(s). Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

1.1 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 \$795,000 for HVAC replacement in Math Science Building

Allocation Date/Amount	11/18/20	\$795,000.00
College Contribution		<u>00.00</u>
Estimated Project Cost		\$795,000.00

2. Allocation of \$40,000 for north lawn steam line leak

Allocation Date/Amount	11/20/20	\$40,000.00
College Contribution		<u>00.00</u>
Estimated Project Cost		\$40,000.00

Wayne State

1. Allocation of \$1,900,000 for HVAC, building code, ADA, and windows in Benthack Hall

Allocation Date/Amount	11/17/20	\$1,900,000.00
College Contribution		<u>00.00</u>
Estimated Project Cost		\$1,900,000.00

The highlights of this consent agenda item include two new significant LB309 Task Force allocations for two capital construction projects that are currently under construction. One is to partially fund HVAC replacements for the Chadron State College Math Science project, and the other is to partially fund HVAC, codes upgrades, ADA, and windows for the Wayne State College Benthack project. With these two allocations, the LB309 Task Force investment commitments for the two projects are now complete.

- 1.2 Approve Appointment of Committee and Authorization for Chancellor to Sign Professional Services Contract for College Facility Master Plans (FFA)

Proposed Committee members include:

John Chaney, Board Member, Fiscal, Facilities and Audit Committee Chair
 Marjean Terrell, Board Member, Academic and Personnel Committee
 NSCS Vice Chancellor for Finance and Administration - TBD
 Steve Hotovy, NSCS Vice Chancellor for Facilities and Information Technology
 Kari Gaswick, CSC Vice President for Administration and Finance
 Jon Hansen, CSC Vice President for Enrollment Management and Student Services
 James Powell, CSC Vice President for Academic Affairs
 Harold Mowry, CSC Facilities Director
 Debbie White, PSC Vice President for Administration and Finance
 Jesse Dorman, PSC Vice President for Enrollment Management/Student Affairs
 Tim Borchers, PSC Vice President for Academic Affairs
 Darrin Reeves, PSC Director of Facility Services

Angie Fredrickson, WSC Vice President for Administration and Finance
 CD Douglas, WSC Vice President for Student Affairs
 Steve Elliott, WSC Vice President for Academic Affairs
 Kyle Nelsen, WSC Director of Facility Services

Authorization for the Chancellor to sign the professional services contract(s) in amounts that do not exceed available funding will ensure that the facilities master plans will progress in a timely manner.

1.3 Approve Authorization for Chancellor to Sign Construction Contracts for Chadron State College (FFA)

Chadron State requests the Chancellor be given authorization to sign contracts for the following projects:

Construction of a fire pit with Student Senate activity fees - Approximately \$100,000
 Complete the Crites Hall elevator upgrade with contingency maintenance funds - Approximately \$220,000
 Replace a chiller in the Student Center with contingency maintenance funds - Approximately \$150,000

Authorizing the Chancellor to sign construction contracts in amounts not to exceed available funding will allow the projects to proceed, and to attain completion in a timely manner.

1.4 Approve Appointment of Consultant Selection Committee for Professional Services and Authorization for Chancellor to Sign Professional Services Contract for Indoor Recreational Complex for Peru State College (FFA)

Peru State recommends the appointment of the following individuals to a Professional Consulting Services Selection Committee for its upcoming Indoor Recreational Complex pursuant to Board Policy 8066.

John Chaney, Chair, Fiscal, Facilities & Audit Committee, Board of Trustees
 Bob Engles, Chair, Student Affairs, Marketing & Enrollment Committee, Board of Trustees
 Steve Hotovy, Vice Chancellor for Facilities & Information Technology and Architect, NSCS
 Wayne Albury, Athletic Director and Head Baseball Coach, PSC
 Debbie A. White, Vice President for Administration & Finance, PSC
 Darrin Reeves, Director of Facility Services, PSC
 James (J.L.) Thomason, Head Softball Coach, PSC

At the conclusion of the selection process, a contract will be negotiated with the highest ranking firm. The firm selected will provide professional services to include design development, construction documents and construction administration of the project.

Peru State requests authorization for the Chancellor to sign a professional services contract for the Indoor Recreational Complex at a cost not to exceed available funding. Authorization for the Chancellor to sign the professional services contract will assure the project will be able to move forward upon completion of the selection process.

The project will use a combination of Sports Facility Cash funds (\$925,000) which have been approved by the Board of Trustees, including \$25,000 in October of 2020, plus annual \$300,000 allotments beginning October 1, 2022. Additional funding will be a combination of possible state funds, cash funds, capital improvement funds, and private/Foundation funds.

1.5 Approve Authorization for Chancellor to Sign Construction Contracts for Wayne State College (FFA)

Wayne State requests authorization for the Chancellor to sign construction contracts for the following upcoming projects:

Indoor Athletic Complex Tuckpointing (Approximately \$200,000)
 Morey Restroom Upgrades Phase 2 (Approximately \$488,000)
 Student Center HVAC Upgrades - East Penthouse (Approximately \$490,000)
 Terrace Hall Air Conditioning & Associated Electrical Upgrades (Approximately \$475,000)

These projects are being funded through contingency maintenance funds.

Authorization for the Chancellor to sign contracts in amounts not to exceed available funding for these projects will assure they move forward in a timely manner.

1.6 Final Round Approval of Revisions to Board Policy 8016; College Master Plans (FFA)

Currently, Board of Trustees Policy 8016; College Master Plans outlines the requirements for updating the Master Plans for each College every 10 years or less to generate biennial capital construction requests. Several revisions are being proposed to bring the policy in line with current practice, including elimination of the need for significant changes to the master plans to be approved by the Board. Over the past twenty years or more, there have been no significant revisions to the master plans at any of the three State Colleges. Additionally, any diversion from the master plan would be brought to the Board of Trustees for approval in the form of a program statement for a project not listed in the master plan, providing the Board with an opportunity to approve the project, or disapprove. The current policy framework results in a duplicative approval process by the Board of Trustees.

Second, the requirement to establish "Recommendations and priorities" has been removed to create greater flexibility for Colleges and the System to fund projects when the opportunities arise. For example, funding for the Chadron State College Stadium Replacement project was made possible through the passage of LB297 in 2016, despite the Math Science project being a significant priority for the College. The 2012 master plans for each College did not have priorities established.

Lastly, minor revisions have been made to ensure that the term "College Facility Master Plans" is used consistently throughout the policy.

1.7 Approve Authorization for Chancellor to Sign Contract Addendum with BKD for Single Audit (FFA)

The System Office requests authorization for the Chancellor to sign a contract addendum with BKD to complete the Nebraska State College System Single (federal) Audit.

The federal audit would normally be approved at the January meeting, however the audit is delayed pending the release of the federal audit requirements regarding the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. This funding will be included in the NSCS's FY20 federal audit. The NSCS received \$4,430,180 in funding from the CARES Act, of which at least 50% was required to be provided in emergency financial aid grants to students. WSC received an additional \$123,516 of funds as part of the Strengthening Institutions Program.

Once the audit requirements are released, a contract addendum will be necessary to include the CARES Act funding in the federal audit. Auditing of the CARES Act as a major program is required because the NSCS received more than \$750,000 in CARES Act Funding and audit of these funds was not included in the original scope of the contract with BKD.

The federal audit is funded through College cash funds.

Authorization for the Chancellor to sign the addendum will assure the federal audit continues to move forward in a timely manner once the audit requirements are released.

Items for Discussion and Action

2. Academic and Personnel

2.1 First and Final Round Approval of Revisions to Board Policy 4140; Academic Program and Degree Requirements

Currently, this policy establishes a minimum requirement of 40 upper division credit hours for completion of a Bachelor's degree. The proposed revision lowers this requirement to 36 upper division credit hours, which will positively impact transfer students who have credit accepted for upper division course requirements.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 4140; Academic Program and Degree Requirements was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, Terrell

ABSENT: Carter Peterson

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

This board policy has been revised to update the definition of "accreditation institution" and to update the principles related to both transfer of credits and transfer of degrees. Of importance is the expansion of automatically accepting the transfer of AA and AS degree programs to fully meet general studies requirements, which was previously limited to degrees from Nebraska institutions. This revised version allows these types of degrees to be automatically accepted from any accredited institution.

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 as Amended the motion. The amendment was to correct the numbering order after the revisions. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

2.3 Approve Addition of Master of Science in Athletic Training Program at Chadron State College

Per Board Policy 4200, which requires all new academic programs to be submitted to the Board for approval, Chadron State seeks approval to add the following graduate program beginning Fall 2021:

M.S. in Athletic Training

A motion to approve the Addition of the Master of Science in Athletic Training Program at Chadron State College was recommended by the committee to the

full Board, which approved the motion. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

2.4 Approve Addition of Mental Health and Addictions Minors for Chadron State College

Per Board Policy 4200, which requires all new academic programs to be submitted to the Board for approval, Chadron State seeks approval to add the following four undergraduate minors beginning Fall 2021:

Mental Health and Addictions - Alcohol and Drug Counseling
 Mental Health and Addictions - Criminal Justice
 Mental Health and Addictions - Social Welfare
 Mental Health and Addictions - Wellness

A motion to approve the Addition of Mental Health and Addictions Minors for Chadron State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

2.5 Approve Revision of Master of Business Administration with Focus Areas for Chadron State College

Per Board Policy 4200, which requires all new academic programs to be submitted to the Board for approval, Chadron State seeks approval to revise the Master of Business Administration (MBA) program to include three graduate focus areas beginning Fall 2021:

Master of Business Administration - Accounting
 Master of Business Administration - Digital Marketing
 Master of Business Administration - Healthcare Management

A motion to approve the Revision of the Master of Business Administration with Focus Areas for Chadron State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

2.6 Approve NSCS-NAPE/AFSCME and NSCS-SCEA 2021-2023 Agreements

Collective bargaining with NSCS faculty began August 25, 2020. Final agreement was reached on December 14, 2020. There were six (6) faculty members on the SCEA team - two individuals from each College. Gerard Ras from WSC was the Chief Negotiator. The NSCS team consisted of Kristin Divel, Jodi Kupper, and Academic Vice Presidents Jim Powell, Tim Borchers and Steve Elliott.

Collective bargaining with support staff began on August 24, 2020. Final agreement was reached on December 9, 2020. There were five (5) support staff members on the NAPE team and Justin Hubly led the NAPE team. The NSCS team consisted of Kristin Divel, Kara Vogt, and Human Resources Directors Anne DeMersseman, Eulanda Cade and Candace Timmerman.

The "TA" documents in the Board item contain all *tentative agreements verbiage* that was negotiated. The new two-year agreements take effect on 7-1-2021.

A motion to approve the NSCS-NAPE/AFSCME and NSCS-SCEA 2021-2023 Agreements was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

3. Student Affairs, Marketing, and Enrollment

3.1 First and Final Round Approval of Deletion of Board Policy 3600; Graduation and Approval of Board Policy 4151; Graduation

The proposed revisions delete Board Policy 3600 in order to move provisions related to graduation to the Academic Affairs series of policies by creating Board Policy 4151. The newly created Board Policy 4151 eliminates the summary report to the Board as the information provided is duplicative of information provided to the Board in other reports.

A motion to approve the First and Final Round Approval of Deletion of Board Policy 3600; Graduation and Approval of Board Policy 4151; Graduation was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

4. Fiscal, Facilities and Audit

4.1 First and Final Round Approval of Revisions to Board Policy 7024; Meals; Reimbursement

The changes proposed to Policy 7024 are to bring the policy in line with legislation passed (LB381 (2020)). LB381 changes employee meal reimbursements to a per diem basis, and also opens up the possibility to purchase meals on a state purchasing card or via direct bill in limited situations. The Nebraska Department of Administrative Services has established the initial per diem rate at 70% of the federal General Services Administration rate for meal per diem.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 7024; Meals; Reimbursement was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

4.2 First and Final Round Approval of Revisions to Board Policy 9006; Revenue Bonds; Use of Surplus Funds

Two revisions are proposed on Page 2 of Board Policy 9006. The first is to clarify that the Vice Chancellor for Finance & Administration, or the Vice Chancellor for Facilities & Information Technology, approves Contingency Maintenance reallocations that are less than the limit at which Board approval is required. This revision eliminates Chancellor approval, as it is delegated to either of the two Vice Chancellors. This approval change will make the process of Contingency Maintenance reallocation review and approval more streamlined for the Colleges, because the Vice Chancellors have historically reviewed such requests in detail, and an additional step in receiving Chancellor approval is not necessary.

The second revision is to increase the limit by which Colleges are required to receive Board approval for Contingency Maintenance reallocations. This threshold has not been revised since June of 2013, and the proposed revision would raise it from \$25,000 to \$50,000. Such an increase is appropriate considering construction inflation, and proportionally higher increases in costs for small projects.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 9006; Revenue Bonds; Use of Surplus Funds was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

4.3 Approve Acceptance of Basic Financial Audit Report for Year Ended June 30, 2020

The Auditor of Public Accounts (APA) has completed the Nebraska State College System (NSCS) basic financial audit for the fiscal years ending June 30, 2020 and 2019. The audit is attached.

A motion to approve the Acceptance of Basic Financial Audit Report for Year Ended June 30, 2020 was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

4.4 Approve Continuation of Bookstore Contract for Peru State College

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

ABSENT: Carter Peterson

4.5 Approve Continuation of Food Service Contracts

Board Policy 9015 provides for a food service RFP every five (5) years and provides objectives of the food service program.

Chadron, Peru and Wayne have submitted recommendations for continuation of food service contracts for a term beginning July 1, 2021 and continuing through June 30, 2022.

Chadron State College ALADDIN FOOD MANAGEMENT SERVICE, LL

Peru State College FRESH IDEAS MANAGEMENT LL

Wayne State College COMPASS GROUP USA, INC. (Chartwell)

A motion to approve the Continuation of Food Service Contracts was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

4.6 Approve 2021-2022 Room and Board Rates

Board Policy 9010 requires the maintenance of reasonable rates for room and board charges, subject to the approval of the Board, insuring maximum occupancy and/or an adequate flow of revenue to support the operations of the revenue bond facilities. Board Policy 9016 requires that each College establish student board rates to be approved by the Board of Trustees.

The Colleges have submitted proposed Room and Board Rates for FY 2021-2022. The proposed rates are in the Board agenda item, along with a comparison to the prior year's rates.

The proposals take into consideration the capital needs of the Colleges' revenue bond programs, ongoing debt service needs, as well as operating cost increases on the programs.

Minutes Acceptance: Minutes of Jan 13, 2021 1:15 PM (Minutes Approval)

A motion to approve the 2021-2022 Room and Board Rates was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, Terrell

ABSENT: Carter Peterson

4.7 Approve Contingency Maintenance Requests

Board Policy 9006 sets forth the procedure for the annual Contingency Maintenance Requests for approval by the Board.

The Colleges have submitted lists of contingency maintenance projects for their revenue bond facilities, along with financial information related to the status of their revenue bond programs. The data has been reviewed by System Office staff, and the requests reflect appropriate use of the funds. Financial projections indicate adequate support for the revenue bond programs and the planned improvements.

A motion to approve the Contingency Maintenance Requests was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

4.8 Approve Program Statement Addendum Revising Project Funding and Schedule for Peterson Fine Arts for Wayne State College

Wayne State recommends approval of an addendum to the Peterson Fine Arts Renovation program statement. The original program statement was approved by the Board on November 14, 2019. Since that time, the College has worked with the architect, Jackson-Jackson & Associates, Inc., and the System Office to revise the funding and schedule for the project.

When COVID-19 first struck in the spring of 2020, this project was put on hold. Since then, it has become clear that donations and other funding would not materialize at levels proposed in the approved program statement. Thus, Wayne State and the System Office requests a formal revision to both the project funding and schedule, through Board approval of an addendum to the program statement. The addendum revises pages 44 and 45, and is included as an attachment in the Board agenda item.

The original Program Statement (Nov. 14, 2019) project funding was approved by the Board as follows:

College Cash	\$4,420,000
LB309 Task Force	\$1,880,000
Donations	\$2,000,000
Other/Community	\$2,000,000

Minutes Acceptance: Minutes of Jan 13, 2021 1:15 PM (Minutes Approval)

Total Funding \$10,300,000

The proposed revised project funding per the program statement addendum is:

College Cash	\$7,920,000
LB309 Task Force	\$1,880,000
Donations	\$500,000
Other/Community	\$0

Total Funding \$10,300,000

In summary, the difference is that additional College Cash in the amount of \$3,500,000 will offset the decline in anticipated Donations and Other/Community funds totaling -\$3,500,000.

An analysis of WSC cash funds projects that the cash fund balance on June 30, 2021 will be adequate to cover the additional cash funds required for the project, while remaining above the required cash reserve. While this specific action is to approve a change to the Program Statement, the actual Guaranteed Maximum Price (GMP) for the project will not be set until the Board takes action to earmark those cash funds for the project later in 2021.

With approval of this Board item, design would start immediately, and the project would no longer be on hold. Thus, the program statement addendum also modifies the project schedule. Rather than start construction in May of 2021, as originally anticipated in the approved program statement, that start date is pushed back to September of 2021. Also, completion of construction is revised from July of 2022 to November, 2022.

A motion to approve the Program Statement Addendum Revising Project Funding and Schedule for Peterson Fine Arts for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Bieganski, Chaney, Engles, Blomstedt, Zeiss, and Terrell.

ABSENT: Carter Peterson

4.9 Approve Reallocation of Contingency Maintenance Funds for Wayne State College

Wayne State requests the following reallocation of contingency maintenance funds:

From Resolution:		
1/14/20	\$30,000.00	#3 Bowen Hall - Elevator Cameras

To Resolution:		
1/14/20	\$30,000.00	#7 Morey Hall - Restroom Upgrades

Minutes Acceptance: Minutes of Jan 13, 2021 1:15 PM (Minutes Approval)

The College requests reallocation of the Bowen Hall Elevator Cameras contingency maintenance funds to allow for additional funds toward the Morey Hall restroom upgrades in order to move forward with the second phase of this project. Funds are requested to be transferred from the Bowen Hall Elevator Cameras line because it was determined that the benefit of putting cameras in the elevators was not worth the expense and the funds would be better spent on continuing to upgrade the Morey restrooms.

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

ABSENT: Carter Peterson

Items for Information and Discussion

5. Chancellor Informational Items

5.1 Reports of Personnel Actions

The personnel action reports are provided to the Board for information.

5.2 Grant Applications and Awards

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 Awards

- Behavioral Health Education Center of Nebraska (BHECN) Panhandle (Behavioral Health Education Center of Nebraska [BHECN]) -- \$23,701.35
- Nebraska Behavioral Health Jobs (Behavioral Health Education Center of Nebraska [BHECN]) -- \$2,000

Peru State Application

- America Walks - Community Change Grant (America Walks) -- \$1,500

Wayne State Application

- Nebraska Business Development Center (U.S. Small Business Administration) -- \$73,000

5.3 Contracts and Change Orders

Pursuant to Board Policies 7015, 7016, and 8065, the following contracts and change orders are provided to the Board for information. General highlights of noteworthy contracts and change orders for each College include:

At Chadron State College, the main items of interest include the execution of the GMP for the Math Science Construction Manager at Risk contract at \$24.6 million, and two change orders for the Math Science asbestos abatement contract.

At Peru State College, the highlights include two change orders for the Campus ADA Walkways project funded primarily by the LB309 Task Force, and a change order to the roofing contract for roof repairs and replacements due to the 2019 hail storm.

At Wayne State College, items of interest include a 3-year HVAC controls service and maintenance contract, a consulting contract for evaluating Dormitory HVAC systems, an LB309 funded steam leak contract, three consultant contract change orders for additional services for the Benthack project, and two DEDUCT change orders amounting to over \$184,000 in savings to the Construction Manager at Risk contract GMP.

The System Office reports on four contracts. These include an economic impact study, PSC President search services, financial advisory services, and for promotional graphics for a State Capitol NSCS display.

Individual contracts and change orders for each of the three Colleges and the System Office include the following:

Chadron State Contracts

- Admissions (online orientation platform) -- \$88,625
- Academic Affairs (HLC consultant) -- \$7,500
- Housing & Residence Life (lodging) - \$55.00 per night, up to 20 rooms simultaneously
- Athletics (charter bus) -- \$100,000
- Math Science Addition & Renovation (guaranteed maximum price (GMP) -- \$24,602,283

Chadron State Change Orders

- Math Science Renovation & Addition (#1-extension of time and increase of payment) - not to exceed \$95,000
- Math Science Renovation & Addition (#2-extension of time and removal of 35 sinks) -- \$5,250
- Football Stadium & Track (#9-return of contingency funds) - (\$19,889.60)
- Housing and Residence Life (#1-room availability notification) -- \$0.00

Peru State Change Orders

- Delzell Hall/Campus Services (#1-construction of the cast-in-place concrete walls at ST-7 which were to have been included in the Base Bid but were omitted) -- \$16,000
- Delzell Hall/Campus Services (#2-rework existing storm line to connect to new line) -- \$15,785
- President's Residence (#1-furnish and install wood sheathing [hail repair]) -- \$10,795.15
- Jindra (#1-deduct 9,604 sq. ft. of PolyISO flatstock from the insulation system on Jindra flat roof, alter tapered insulation design to match existing insulation system [hail repair]) -- \$5,995

Wayne State Contracts

- Campuswide (planned service program agreement for service and equipment for campus HVAC systems) -- \$161,756 (3 year contract)
- Memorial Stadium (install college-provided cove heaters in Stadium) -- \$2,190
- Tunnel #2 (steam piping repairs) -- \$34,500
- Admissions Office (junior and senior search program consulting) -- \$65,135
- Hahn Building Mailroom (IS-5000 DS Mailing System and Quadient's Enhanced Mail Solutions USPS carrier) -- \$50,032.20 (\$833.87/month for 60 months lease agreement)
- Anderson Hall, Berry Hall, Morey Hall, Neihardt Hall and Terrace Hall (provide comprehensive evaluation of the existing infrastructure elements for the mechanical, electrical, and plumbing systems for these five dormitory buildings) -- \$34,950
- Peterson Fine Arts Building (provide architectural planning services for modifications and updates to the Program Statement for renovating the Peterson Fine Arts Building) -- \$1,200

Wayne State Change Orders

- Benthack Hall (#3-amendment to add supplemental services: additional design services needed for rerouting of sanitary sewer) -- \$2,550
- Indoor Athletic Complex (#2-deduct for additional structural and architectural professional services due to construction damage during renovation, add for guardrail modifications, add for fire stopping and data cabling modifications, deduct for AC ducting, deduct for signage, add for reconnection of hose bib, add for patching/repairing/painting damaged glazed tile) -- \$4,588
- Parking Lot West of Peterson Fine Arts Building (#1-amendment to agreement for supplemental fee for additional material testing required during construction of parking lot) -- \$1,375
- Benthack Hall (#4-amendment to add supplemental services:

- infill door 111B2, architect to provide structural engineering services for supplemental steel reinforcement and masonry infill of existing Door 111B2) -- \$890
- Benthack Hall (#1-composite wall panels, door hardware, roller window shades, CMU infill, gas piping, condensate pump revisions, revisions to HVAC system, changes to structural openings, sanitary sewer changes, new valves for chilled water supply & return piping, replace damaged exterior concrete pavement at west entrance, frame around existing west entrance column, water-jet existing sanitary lines, remove existing CMU walls and replace with new frame and drywall partitions, and reconciliation of bids to GMP) - (\$170,394)
 - Benthack Hall (#5-amendment to add supplemental services: add electrical engineering services for power, lighting and data changes) -- \$1,400
 - Benthack Hall (#2-P-trap primers deduct, door changes, duct cleaning deduct, secondary feeder modifications for UL rated assembly) (\$14,197)

NSCS Contracts

- NSCS (economic impact study) -- \$66,100
- NSCS (executive search services for PSC president) -- \$70,000
- NSCS (financial advisory services) -- \$50,000
- NSCS (creation of 8 graphics for display at Capitol) -- \$4,628

NSCS Change Order

- NSCS Office and Colleges (change dates for contract to create College episodes) -- \$0.00

5.4 Chancellor's Travel Report

The Chancellor's Travel Report is provided to the Board for information.

Chancellor Turman noted that the 2021 Legislative session had begun and the Governor would be giving his budget address on January 14. Chancellor Turman noted that he hoped to have the NSCS special requests and the Career Scholarship Program in the Governor's budget.

He noted that there would not be a Senator's Reception this year due to COVID issues. Chancellor Turman also indicated that he had begun to have personal meetings with the legislators to discuss the NSCS strategic plan, budget requests, capital projects and bonding capacity. The staff would continue to follow the progress of bills introduced that pertain to the State College System.

Chancellor Turman has noted that Carolyn Murphy would be retiring and Dr. Monte Kramer had been hired to replace Ms. Murphy.

6. College Informational Items

i. Board Representatives for Spring Commencement (May 8)

The following Board representatives would be participating at the Colleges commencement exercises:

Gary Bieganski at Chadron State College
 Bob Engles and John Chaney at Peru State College
 Carter 'Cap' Peterson at Wayne State College

ii. Student Trustees' Reports

WSC Student Trustee Jaixen reported that everyone enjoyed the long break. WSC was maintaining its COVID protocols and there had been little issues with the schedule changes. Student Trustee Jaixen indicated that Jackson Richling from Grand Island would be the 2021-22 Student Trustee from WSC.

PSC Student Trustee Harms indicated that he was interested in talking to students who had participated in the D-Term to see if it was successful. He also noted that the Field House had a print of football pictures put up on it by Merz Inc. The pictures had been taken by Ethan Arnold. Student Trustee Harms also indicated that a Unity Brunch was planned for Martin Luther King Day and Panashe Jacha would be the 2021-22 Student Trustee from PSC.

CSC Student Trustee Klueber noted that students were optimistic about being back on campus and the faculty and staff were doing a great job of encouraging safe practices. He thanked the Board for their continued support of students' growth with the addition of new professional options at CSC.

Student Trustee Klueber also indicated that the Food Pantry would remain on campus and folks were looking to maintaining a more robust system where students could choose the items they wanted. He noted the NSCS Student Conference would be held at CSC on January 22 with a series of breakout sessions and discussions to foster statewide productivity. He noted that Ruth Mencia would be the 2021-22 Student Trustee from CSC. Ms. Mencia is from Grand Island.

Adjournment

The meeting was adjourned at 2:59 PM

Paul Turman, Chancellor

The meeting notice and agenda have been published in the Omaha World Herald on January 5, 2021 and posted on the Omaha World Herald website. The meeting notice and agenda have also been distributed via email to members of the Board of Trustees, the presidents of the State Colleges, the Associated Press and selected Nebraska newspapers.

Minutes Acceptance: Minutes of Jan 13, 2021 1:15 PM (Minutes Approval)

ITEMS FOR CONSENT AGENDA

March 17, 2021

***ACTION:* Approve Authorization for Chancellor to Bind Insurance Coverages (FFA)**

In accordance with Board Policy 7008, authorization is requested for the Chancellor to secure insurance for the fiscal year 2021-2022. A summary report will be provided when the renewed and/or new policies are in place. The major policies include comprehensive general liability, excess liability, educators legal liability (D&O), property and casualty, cyber liability, travel, and athletic injury.

The System Office recommends approval of the Authorization for Chancellor to Bind Insurance Coverages (FFA).

ITEMS FOR CONSENT AGENDA

March 17, 2021

ACTION: **Approve Authorization for Chancellor to Sign Construction Contracts for Wayne State College (FFA)**

Per Board Policy 8065, Wayne State requests authorization for the Chancellor to sign contracts for the following upcoming projects:

Outdoor Recreational Improvements (approximately \$350,000)
Wendt Drive Terrace Parking (approximately \$150,000)

The outdoor recreational improvements project will include improvements to the outdoor recreational courts as well as resurfacing of the walking trail. This project is planned to be funded by capital improvement fees as well as student activity trust funds.

The Wendt Drive Terrace Parking project is planned to be funded by College cash operating funds.

Authorization for the Chancellor to sign contracts in amounts not to exceed available funding for these projects will assure they move forward in a timely manner.

The System Office recommends approval of the Authorization for Chancellor to Sign Construction Contracts for Wayne State College (FFA).

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **First and Final Round Approval of Revisions to Board Policies 5102; Faculty Employees Excluded from the SCEA Bargaining Unit; 5103; Professional Staff Employees Excluded from the NSCPA Bargaining Unit and 5104; Support Staff Employees Excluded from the NAPE/AFSCME Bargaining Unit**

The revisions to Board Policies 5102, 5103 and 5104 align them with the recently ratified 2021-2023 Bargaining Agreements for SCEA, NSCPA and NAPE/AFSCME.

The System Office recommends approval of the Revisions to Board Policies 5102, 5103 and 5104.

ATTACHMENTS:

- Revisions to Board Policy 5102 (PDF)
- Revisions to Board Policy 5103 (PDF)
- Revisions to Board Policy 5104 (PDF)

PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 5102 Faculty Employees Excluded from the
SCEA Bargaining Unit**

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BOARD POLICY

The terms and conditions of employment described in this policy apply to full-time faculty employees (at least .75 FTE) who are excluded from the SCEA collective bargaining unit.

ABANDONMENT

Employees may be considered to have abandoned the job if absent from work for longer than two (2) consecutive scheduled work days without being on approved leave. Abandonment shall be considered as a voluntary resignation not in good standing.

APPOINTMENTS

Full-time (at least .75 FTE) faculty special appointments will be limited to three (3) academic years.

BACKGROUND CHECKS

Offers of employment are contingent on the applicant/employee successfully passing a background check.

BENEFITS

The Board shall make group medical, dental, vision, life, and long-term disability insurance coverages available to employees who are employed full-time on a continuing basis in a budgeted position (at least .75 FTE). Employees employed less than .75 FTE are not eligible for group medical, dental, vision, life or long-term disability coverages, unless coverage is required under the Affordable Care Act.

For medical and dental insurance, the Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual plan, with the employee responsible for the remaining amount of the cost of coverage. For those employees who opt for coverage under a family plan, the Board will contribute toward either family plan, employee/children or employee/spouse a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the family plan, with the employee responsible for the remaining amount of the cost of coverage. When both members of a married couple are employed by the Board and request family coverage, each individual will be required to contribute an amount equal to the contribution an employee makes toward single coverage. Employees who elect insurance must enroll in both the medical and dental plans.

The Board will contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

A life insurance plan offering group term life insurance coverage in the amount of thirty thousand dollars (\$30,000) will be provided at the Board's expense with the employee permitted to supplement the basic coverage with either a ten thousand dollar (\$10,000), twenty thousand dollar (\$20,000), fifty-thousand dollar (\$50,000), one-hundred thousand dollar (\$100,000), or one-hundred eighty thousand dollar (\$180,000) optional life insurance policy addition at the employee's expense. Employees may also purchase a two thousand dollar (\$2,000) dependent life policy on spouse and child, or a five-thousand dollar (\$5,000) dependent life policy on a child, or ten-thousand dollar (\$10,000) coverage for a spouse at the employee's expense. Eligible coverage for children begins at six (6) months of age. In accordance with current policy provisions, employees' life insurance benefits are reduced to 50% at seventy (70) years of age.

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**POLICY: 5102 Faculty Employees Excluded from the
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A group long-term disability plan will be provided which will pay sixty-six and two-thirds percent (66 2/3%) of salary after ninety (90) days of continuous disability as defined by the insurance carrier. The Board will provide seventy-five percent (75%) of the aggregate costs of this coverage.

The Board shall provide an opportunity for employees (employed at least .75 FTE full-time) to voluntarily participate in a flexible spending account, subject to provisions of IRS Code Section 125. Employees may choose to set aside an amount from their paychecks, which is not taxed, in a medical or dependent care account for payment of eligible expenses.

The Board shall make an Employee Assistance Program available for employees (employed at least .75 FTE full-time). The Board shall pay the annual flat rate as established by the program. Any other costs shall be borne by the employee. Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain separate from other personnel materials. All employee assistance records shall remain confidential.

DISCIPLINARY ACTION

Employees may be terminated from employment prior to the expiration of the current employment appointment for adequate cause. The exercise of academic freedom or constitutionally guaranteed civil rights will not be used as a basis for termination of employment. The College shall adopt and promulgate rules of conduct for distribution to employees in the form of an employee handbook, including but not limited to grounds for disciplinary action.

A decision to terminate an employee for cause will be made by the President, after the employee has had an opportunity for a hearing before a committee established by the President. When considering a termination for cause, the President or designee shall prepare a formal statement of charges, framed with reasonable particularity, and setting forth the grounds for termination. Said statement of charges shall be provided to the employee.

Within ten (10) business days of the receipt of the charges, the employee may submit a written response to the President and shall indicate whether he or she desires a hearing before the committee. If no written response is received, or if a hearing is not requested within the specified time, such failure constitutes the waiver of the right to a hearing.

If the employee requests a hearing, the President shall set the date and time for that hearing as soon as possible in order to permit the parties to reasonably prepare for the hearing.

During the hearing, the employee may bring an advisor and/or counsel at his or her own expense to the proceedings. A complete recording of the hearing will be made, and upon request, a copy will be made available to the employee at his or her own cost. The employee will be afforded an opportunity to obtain and present necessary witnesses and documentary or other evidence. The employee and the College will have the right to confront and cross-examine all adverse witnesses.

The committee shall prepare a written statement of findings of fact and recommendation, which shall be delivered to the employee, the President, and the Chancellor, within ten (10) business days following conclusion of the hearing. The findings of fact shall be based on a preponderance of the evidence in the record considered as a whole, as determined by a majority of the committee. The President shall review and consider the committee's recommendations prior to making a decision regarding the termination of employment. The President's decision shall be rendered within ten (10) business days.

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**POLICY: 5102 Faculty Employees Excluded from the
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If the employee is not satisfied with the decision of the President the employee may make a written request to the Chancellor within ten (10) business days of the receipt of the President's decision. The Chancellor shall render a written decision regarding the dismissal within twenty (20) business days. The decision of the Chancellor, on behalf of the Employer, shall be final. The dismissed employee may only seek additional recourse under available state and federal law.

An employee who is under investigation for misconduct or who has been recommended for dismissal for cause may, at the discretion of the President, be suspended with pay and full benefits until such time as it is possible to determine if misconduct occurred and/or if the employee should be dismissed from employment. Such investigatory suspensions are not grievable.

An employee shall continue to be an employee until the dismissal appeal procedure, up to and including the Chancellor, has been exhausted or until the employee has failed to advance his or her appeal in a timely fashion. The President may, at his or her discretion, suspend or reassign the employee to other professional duties with pay during the dismissal process.

DRUG AND ALCOHOL TESTING

In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the Board's property, information, equipment, and reputation, the Board has established a program to test for drug and alcohol use in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Board shall be responsible to pay for the costs of any such tests. Employees, who may be required under federal law or regulations to submit to random drug and alcohol testing, will be notified of the general testing requirements in writing in advance.

GRIEVANCE PROCEDURE

The grievance procedure as set forth herein is designed to provide a prompt and efficient method for the resolution of grievances. The grievance procedure hereinafter set forth shall be the exclusive method for resolving grievances. Time limits provided herein ~~should~~ shall be adhered to unless modifications are agreed to in writing by the parties to the grievance.

A grievance is defined to be a dispute filed by an employee concerning ~~the interpretation or application~~ a violation of policies, or other terms and conditions of employment, and filed in accordance with the terms of this policy. Employees who have been recommended for dismissal from employment for cause under the provisions of this policy, may not file grievances while the dismissal process is pending.

Informal Grievance. Prior to the filing of a formal grievance hereunder, an employee shall discuss his or her dispute with the appropriate Dean or the administrator who made the decision at issue in an attempt to resolve the dispute.

Formal Grievance. In reducing a grievance to writing, the following information must be stated with reasonable clarity: the exact nature of the grievance; the act or acts of commission or omission; the dates of the act or acts; the identity of the party or parties alleged to have caused the grievance and any known witnesses; the specific policies that are alleged to have been violated; and the remedy that is sought.

Procedure. A formal grievance shall be processed in the following manner:

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- a) Step 1.** A formal grievance shall be filed in writing with the Vice President for Academic Affairs within twenty (20) business days following the act or omission giving rise thereto, or the date on which the grievant knew, or reasonably should have known, of such act or omission if the date is later.

The Academic Vice President has ten (10) business days after receipt of the grievance, or any extension provided for herein, to review the grievance. The Academic Vice President shall issue a determination in writing to the grievant within the ten (10) business day period. If the written determination refers to documents, copies of such documents shall be attached.

Upon the written request of either party to the other, an additional ten (10) business days extension shall be granted during which period efforts to resolve the grievance shall be made.

- b) Step 2.** The grievant shall have five (5) business days from receipt of the Academic Vice President's determination to appeal by filing the grievance and all prior responses with the President.

Within ten (10) business days of receipt of the grievance appeal, the President shall submit the grievance to a "Grievance Advisory Committee" established by the President. The Grievance Advisory Committee shall hold a hearing within ten (10) business days after receipt of the grievance and shall admit and consider evidence submitted by the parties in the form of documents or the testimony of witnesses. The grievant shall have the right to attend all evidentiary proceedings of the committee, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant argument or evidence. The grievant shall also have the right to assistance by counsel at the grievant's expense. The committee following its own procedures shall submit a complete recording of the hearing, copies of all exhibits, and the committee's findings and recommendations to the President and grievant within ten (10) business days following the hearing. Any party who wishes to use a court reporter to take a verbatim transcript may do so at their own expense.

The President shall issue a written decision to the grievant within five (5) business days following receipt of the recommendation of the Grievance Advisory Committee.

- c) Step 3.** The grievant shall have ten (10) business days from receipt of the President's decision to appeal that decision to the Chancellor. A copy of the grievance and all prior written recommendations and responses is to be provided. The Chancellor shall review and notify the grievant of his or her final decision within fifteen (15) business days.

If the Chancellor's decision under this Step fails to satisfy the grievant, the grievant wishing to continue may seek relief under one of the following two (2) options:

- 1) applicable State or Federal laws; or
- 2) by mutual agreement of the parties, pursue mediation.

There shall be no reprisals taken against an employee for the filing of a grievance or participating as a witness in a grievance hearing.

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LAYOFFS

The President or Chancellor, as appropriate, decides when a layoff is necessary, and which employees and positions will be affected. Layoffs may be determined necessary because of budget adjustments or reallocations, a modification of position workloads, or elimination of or change in scope of institutional services, or as the result of any other job-related management decision. Employees shall receive written layoff notices at least ninety (90) calendar days in advance.

LEAVE

Bereavement Leave-

Employees shall be granted paid bereavement leave for up to six (6) days during each academic year. Generally, bereavement leave is taken immediately following the death, however, there may be circumstances when more flexibility is needed, for example, if a memorial service is scheduled at a time in the future. Such leave must be approved through the usual leave practices or procedures.

Civil Duty Leave-

An absence with pay will be granted an employee for jury service or election service during the actual period of service, and the employee will retain fees paid him or her as a juror or election worker; provided that the employee calls his or her supervisor to determine whether he or she should report for work upon being released from jury duty or election service on any day prior to the end of his or her regular shift.

Absence with pay may be granted for an employee who is subpoenaed as a witness during the actual period of such service; provided that the absence is limited to that period the employee is actually compelled to be present at court, having made reasonable efforts to arrange with the subpoenaing party that the attendance would be so limited. Copies of summons and subpoenas should be provided to the Human Resource Office in advance of the absence.

If an employee is appointed as a clerk, election inspector, or judge on an election or counting board, the employee shall be granted an absence with pay during the time when the employee's physical presence is required by the court or the board. The employee shall retain all fees paid for their civil service.

Crisis Leave Sharing Program-

Employees may contribute accrued sick leave to benefit another employee at the same College who is suffering from a catastrophic illness or who is unable to report to work due to pandemic quarantine measures. Sick leave shall be donated in no less than a one (1) day increment. Hours donated, but not used, will be maintained in a shared leave pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College.

The Committee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of ninety (90) days in a twelve (12) month period. To be eligible to receive donated leave, an employee must have exhausted all paid leave. The crisis leave-sharing program will permit salary and health insurance continuation for those employees receiving shared leave.

Details of the Crisis Leave Sharing Program are available at the College Human Resources Office.

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Family and Medical Leave

Employees with one (1) year of service and who have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period shall be entitled, in accordance with federal regulations under the Family and Medical Leave Act (FMLA), to take up to twelve (12) work weeks of unpaid family and medical leave during any twelve (12) month period for reasons related to family and medical needs. Eligible employees, may use FMLA leave:

- a) for the birth of a child, or the placement of a child for adoption or for foster care;
- b) to care for a spouse, children, parents, or persons bearing the same relationship to the employee's spouse with a serious health condition;
- c) for the employee's own serious health condition; or,
- d) for any qualifying exigency arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty (or has been notified of any impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Note: "Children" shall mean a biological, adopted or foster child, a step-child or legal ward.

A serious health condition is defined to include:

- a) an illness, injury, impairment, or physical or mental condition that involves either inpatient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for more than three (3) ~~or more~~ consecutive days;
- b) any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness);
- c) any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack);
- d) any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if untreated, e.g., cancer (chemotherapy), kidney disease (dialysis).

Sick leave ~~may be used at the election of the employee~~ must be used during family and medical leave. ~~Although employees may retain accrued, unused sick leave, such leave shall not accrue while on FMLA family and medical leave.~~ Requests for family and medical leave must be submitted to the Dean and Human Resources Director/AVP for approval. Appropriate medical certification or documentation may be required.

To the extent possible, thirty (30) days' notice will be given by the employee, and where possible, an effort will be made, in the case of an employee, to begin and end the leave to coincide with the beginning of academic semesters.

The Board agrees to continue to pay its portion of insurance premiums during the term of FMLA leave. In the event both parents are eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave for the birth and care of a newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

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Family Military Leave Act. According to the terms of the Family Military Leave Act (Neb. Rev. Stat. §§55-501 to 507), an eligible employee who is the spouse or parent of a person called to military service lasting one hundred seventy-nine (179) days or longer with the state or United States pursuant to the orders of the Governor or the President shall receive up to thirty (30) work days of unpaid leave. An eligible employee must have been employed for at least one thousand two hundred fifty (1,250) hours during a twelve (12) month period immediately preceding the commencement of leave.

The employee shall give at least fourteen (14) days' notice of the intended date upon which the family military leave will commence, if leave will consist of five (5) or more consecutive work days. Employees taking family military leave for less than five (5) consecutive days shall give as much advanced notice as is practicable. The employee shall consult with his or her supervisor to schedule the leave so as not to unduly disrupt College operations. Certification may be requested from the proper military authority to verify the employee's eligibility for the family military leave requested. For benefit purposes, employees taking Family Military Leave will be treated the same as other employees taking unpaid Family and Medical Leave.

National Defense Authorization Act. An employee who is a spouse, child, parent or next of kin (nearest blood relative) to a member of the Armed Forces who is being treated for, recuperating from, or is on the temporary disability retired list due to a serious injury or illness, is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to provide care for the service member as provided by the Family and Medical Leave Act as amended by the National Defense Authorization Act.

Inclement Weather/College Closure Leave

When inclement weather causes College classes to be canceled, all employees, other than those required to report to work to provide emergency or other essential services, will be entitled to take Inclement Weather Leave. Such leave does not require the prior approval of the employee's supervisor. When the President declares the College closed, absences will not be charged against employee leave balances. ~~The Chancellor is authorized to make inclement weather leave decisions for employees located in the NSCS Office.~~

Leave of Absence

Employees who have been employed at the College for three (3) consecutive years shall be eligible to apply for a leave of absence for the purpose of research, education, travel, work at other institutions, or private business organizations, or engaging in other activities which will improve the employee professionally and be of benefit to the College. Such leave of absence is without pay. However, if the leave of absence is at the request of the President, and the employee has been employed at the College for four (4) consecutive years, such leave may be compensated with one-half (1/2) pay for one (1) academic year, full pay for one (1) semester, or a lesser amount by mutual agreement of the employee and the President.

Employees under performance improvement plans are not eligible for a leave of absence.

The recipient of a paid leave of absence may, at the discretion of the President, be required to return to the College for a period of one (1) year or to immediately repay the salary and cost of benefits received while on the leave of absence.

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Requests for leave of absence must be submitted according to a deadline established by the Academic Vice President, but no later than December 1 of the year preceding the year for which the leave is requested. Requests for a leave of absence without pay may be requested after the December 1 deadline if there are extenuating circumstances, such as receipt of a Fulbright award. Such leaves are limited to one (1) year but leave without pay may be extended one (1) additional year by mutual agreement. Requests for extension must be received by February 1. Granting leaves of absence is at the discretion of the President and is a non-grievable matter.

Employees on a paid leave of absence will continue to receive the proportionate share of the Board's contribution for applicable insurance and retirement plans. The remaining portion will be paid by the employee. Employees are not required to submit sick leave; bereavement leave or civil leave requests while on the leave of absence.

Employees on an unpaid leave of absence may contribute to the retirement plan and participate in applicable insurance programs at his or her own expense.

Within ninety (90) days following return from a leave of absence, the employee shall submit to the Academic Vice President a written report summarizing the activities and results of the leave.

Other Requested Absences Personal Leave

Two (2) days of leave each academic year Absences may be requested by full-time employees (at least .75 FTE) for personal needs or exigencies or for other personal or professional reasons. Approval shall be at the discretion of the Dean and is a non-grievable matter. Requests to be absent for more than one (1) day, must be accompanied by a written description regarding the need and an explanation of how work responsibilities will be covered. If approved, a copy of the written description should also be sent to Human Resources to be maintained in the faculty member's personnel file will be notified for leave record requirements.

Sick Leave

Paid sick leave for full-time employees (1.0 FTE) shall accrue at the rate of twelve (12) days per contract year. Sick leave accrual shall be prorated as of the first day of employment, and unused sick leave may be accumulated up to and including one hundred-eighty (180) business days. Supervisors may require documentation to substantiate the legitimate use of sick leave. Sick leave is not intended as any earned time off with pay, and will not be granted as such. Unused sick leave will not be paid out at the end of employment. Employees who have separated from employment and return after a break in service shall not have prior sick leave balances reinstated.

Sick leave hours shall be calculated in the following manner:

- a) If the employee is unable to fulfill all assigned teaching obligations for the day, the employee will be charged eight (8) hours of sick leave for the day.
- b) If the employee is only able to fulfill part of the assigned teaching obligations for the day, the employee will be charged four (4) hours of sick leave for the day.
- c) If the employee is able to perform all assigned teaching obligations but not established office hours and/or required meetings, four (4) hours of sick leave will be charged for that day.

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Reasons to Utilize Sick Leave. Sick leave may be taken for absences made necessary by reason of illness, injury, medical appointments or disability (including temporary illnesses caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery), by exposure to contagious disease which may endanger the employee or public health, or by reason of the illness of a family member who resides in the employee's household.

Up to ten (10) days of earned but unused sick leave in an academic year may also be taken by reason of the serious illness of a family member who does not reside with the employee. Family member shall be defined to include the spouse, child, stepchild, legal ward, parent, or persons bearing the same relationship to the faculty member's spouse. Serious illness shall mean a disabling physical or mental illness which requires in-patient care in a hospital, nursing home, or hospice, or significant in-home care.

Up to five (5) days of earned but unused sick leave in an academic year may also be taken for the placement of a child with the employee for adoption or for foster care. A reasonable extension may be requested which shall not unreasonably be denied.

PERFORMANCE EVALUATION

The President is responsible for determining how and when the performance of employees will be evaluated at the College. ~~The Chancellor is responsible for determining how and when the performance of employees will be evaluated in the NSCS Office.~~

The purpose of performance evaluations is to promote high levels of achievement; measure, maintain and improve performance; and, provide opportunities for discussion and planning of goals and objectives. Employees will be allowed to participate in the evaluation process and shall be informed of the criteria used to evaluate performance.

TUITION PROGRAMS

Only full-time (at least .75 FTE) employees are eligible for the following programs. These programs are not available to the immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status. To receive the tuition benefit, employees and immediate family (if applicable) must submit and have approved a tuition remission/waiver request form no later than the tuition payment due date for that term. Benefits will not be provided retroactively for previously ended terms.

A sixty-seven percent (67%) tuition remission shall be available for the employee's immediate family members (spouse and children who are twenty-four (24) years of age or younger) ~~members~~ on a space available basis. The remission does not apply to fees. Although online courses have a single rate, a portion of the rate consists of fees. The remission provided for online courses will be sixty-seven percent (67%) of the equivalent resident tuition rate for an on-campus course. Remissions are subject to the following conditions:

- a. The immediate family member must be admitted as a student of the College and must have met all normal academic requirements for the courses taken.

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Employees shall be eligible to enroll in credit courses for one dollar (\$1.00) per course plus applicable course related fees, such as lab, materials, etc., which are normally added above tuition. One dollar (\$1.00) covers the cost of tuition for purposes of this waiver program and the one dollar (\$1.00) charge is non-refundable. Although online courses have a single rate, a portion of the rate consists of fees. The waiver provided for online courses will be based on the equivalent resident tuition rate for an on-campus course beyond one dollar (\$1.00). Tuition waiver under this program will be limited to one (1) course per term on a space available basis and such enrollment will not be counted toward minimums necessary for a course to be offered.

An employee may not enroll in the tuition remission and tuition waiver courses simultaneously the same semester. Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment courses.

Policy Adopted:	3/19/82	
Policy Revised:	6/5/93	
Policy Effective:	7/1/09	Approved: 4/17/09
Policy Effective:	7/1/11	Approved: 3/25/11
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Policy Effective:	7/1/15	Approved: 1/21/15
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Policy Revised:	9/10/20	
<u>Policy Effective:</u>	<u>7/1/21</u>	<u>Approved:</u>

Attachment: Revisions to Board Policy 5102 (2832 : Revisions to Board Policies 5102, 5103 and 5104)

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BOARD POLICY

The terms and conditions of employment described in this policy apply to full-time and part-time professional staff employees who are excluded from the NSCPA collective bargaining unit. This policy does not apply to temporary employees or student employees.

ABANDONMENT

Employees may be considered to have abandoned the job if absent from work for longer than two (2) consecutive work days without being on approved leave. Abandonment shall be considered as a voluntary resignation not in good standing.

BACKGROUND CHECKS

Offers of employment are contingent on the applicant/employee successfully passing a background check.

BENEFITS

The Board shall make group medical, dental, vision, life, and long-term disability insurance coverages available to employees who are employed full-time on a continuing basis in a budgeted position (at least .75 FTE). Employees employed less than .75 FTE are not eligible for group medical, dental, vision, life or long-term disability coverages, unless coverage is required under the Affordable Care Act.

For medical and dental insurance, the Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual plan, with the employee responsible for the remaining amount of the cost of coverage. For those employees who opt for coverage under a family plan, the Board will contribute toward either family plan, employee/children or employee/spouse a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the family plan, with the employee responsible for the remaining amount of the cost of coverage. When both members of a married couple are employed by the Employer and request family coverage, each individual will be required to contribute an amount equal to the contribution an employee makes toward single coverage. Employees who elect insurance coverage must enroll in both the medical and dental plans.

The Board will contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

A life insurance plan offering group term life insurance coverage in the amount of thirty thousand dollars (\$30,000) will be provided at the Board's expense with the employee permitted to supplement the basic coverage with either a ten thousand dollar (\$10,000), twenty thousand dollar (\$20,000), fifty-thousand dollar (\$50,000), one-hundred thousand dollar (\$100,000), or one-hundred eighty thousand dollar (\$180,000) optional life insurance policy addition at the employee's expense. Employees may also purchase a two thousand dollar (\$2,000) dependent life policy on spouse and child, or a five-thousand dollar (\$5,000) dependent life policy on a child, or ten-thousand dollar (\$10,000) coverage for a spouse at the employee's expense. Eligible coverage for children begins at six (6) months of age. In accordance with current policy provisions, employees' life insurance benefits are reduced to fifty percent (50%) at seventy (70) years of age.

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A group long-term disability plan will be provided which will pay sixty-six and two-thirds percent (66 2/3%) of salary after ninety (90) days of continuous disability as defined by the insurance carrier. The Board will provide seventy-five percent (75%) of the aggregate costs of this coverage.

The Board shall provide an opportunity for employees (employed at least .75 FTE full-time) to voluntarily participate in a flexible spending account, subject to provisions of IRS Code Section 125. Employees may choose to set aside an amount from their paychecks, which is not taxed, in a medical or dependent care account for payment of eligible expenses.

The Board shall make an Employee Assistance Program available for employees (employed at least .75 FTE full-time). The Board shall pay the annual flat rate as established by the program. Any other costs shall be borne by the employee. Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain separate from other personnel materials. All employee assistance records shall remain confidential.

Employees, their spouses, and dependents will be allowed to use those facilities belonging to the College that are used to promote wellness. Although there is no membership fee to access the facilities, the College may charge spouses and dependents (seventeen [17] years and older) a fee for an identification card to access the facilities. Dependents under the age of seventeen (17) must be accompanied by an adult to use the facilities. Such facilities will be available to employees, their spouses and dependents during the facilities' normal hours of operation and when not being used for classroom instruction or program activities.

CORRECTIVE AND DISCIPLINARY ACTION

The Colleges shall adopt and promulgate rules of conduct for distribution to employees in the form of an employee handbook, including, but not limited to grounds for disciplinary action. The same rules of conduct and disciplinary grounds shall apply to employees located in the NSCS Office.

The Chancellor is authorized to implement corrective and disciplinary action for System Office employees, pursuant to the procedures established in this policy.

The right to exercise discipline for just cause is vested exclusively in the Board; provided that an employee who has been disciplined will be advised of the reason or reasons for such action. The level of discipline imposed shall be based on the nature and severity of the infraction. Disciplinary action challenged by the employee as not in conformance with this policy, may be grieved.

Investigatory Suspension. An employee who is under investigation for alleged misconduct, or charged with, criminal activity may, at the discretion of the President or designee, be suspended with pay and full benefits, until such time as it is possible to determine if disciplinary action should be taken. Such investigatory suspensions are not grievable. The Chancellor is authorized to implement corrective and disciplinary action for System Office employees, pursuant to the procedures established in this policy.

Verbal Counseling. Verbal counseling is an informal level of corrective action. Verbal counseling is not disciplinary action. Verbal counseling is not grievable. It is a warning given by an immediate supervisor in conference with an employee in which the matter is discussed with the employee. The employee will be advised what action is expected of him or her to correct the problem.

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Pre-disciplinary Notice. Prior to imposing discipline, employees are entitled to notice of the allegations against them which will identify the nature of the offense, the rule, policy, or performance standard violated and include an explanation of the evidence against them. The notice will include a description of the incident(s) involved and date(s) of occurrence as applicable.

Employee Opportunity to Respond. Prior to imposing discipline the employee will additionally be entitled to an opportunity to respond to the allegations, present mitigating evidence, or present reasons why disciplinary action should not be taken.

Notice of Disciplinary Action. An employee will be notified in writing whenever any disciplinary action is taken against him or her. The employee must acknowledge receipt by signing the written disciplinary notice. The employee's signature does not constitute agreement with the content of the notice. If the employee refuses to sign, the supervisor and a witness will sign a notation of the employee's refusal on the notice. A copy of the written disciplinary notice will be placed in the employee's personnel file, which is housed in the Human Resource Office.

Types of Disciplinary Action:

Written Warning. Written warnings consist of a discussion between the employee and the supervisor in which the supervisor explains in detail the reasons for the warning and then provides a written disciplinary notice to the employee of the action required to correct the unsatisfactory performance with applicable time requirements. Written reprimands will include a place for supervisors to note in writing when unsatisfactory performance issues have been resolved. Employees will receive a copy of this written note.

Disciplinary Probation. A disciplinary probation may be imposed by the appropriate Vice President or designee for a period of up to six (6) months, but may be extended during which time the employee's performance must improve. A corrective action plan including improvement standards and time frames shall be included in the written disciplinary notice.

- i) Employees on disciplinary probation shall not be granted pay increases.
- ii) Employees granted leave while serving disciplinary probation may have their probation period extended by the number of days absent on leave.
- iii) Employees may be removed from disciplinary probation by a written notice of the appropriate Vice President or designee.

Disciplinary Suspension Without Pay. A period of suspension imposed by the President shall be without pay and shall not exceed twenty (20) working days. The disciplinary notice informing the employee of suspension shall be dated and include the reason for the suspension and the number of days of the suspension.

- i) The employee's service date shall be adjusted by the number of calendar days absent during a suspension.
- ii) Employees on suspension shall not be granted paid leave during the suspension period.

Demotion. A President may transfer an employee to a position of lesser responsibility as a disciplinary action. Upon transfer, a President shall place the employee in the new position at an appropriate, reduced salary.

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Dismissal. Dismissal is removal from employment for failure to respond to previous disciplinary actions or when extreme circumstances render any preceding steps unnecessary or inappropriate. Employees may be dismissed for cause prior to the expiration of his or her current appointment term.

Upon receipt of a supervisor's and/or Vice President's recommendation to dismiss an employee, the President shall inform the employee, in writing, of a time at which the employee may present to the President or designee, any additional facts, material, or evidence regarding the employee's potential dismissal. Failure by the employee to appear shall constitute a waiver by the employee of the aforementioned meeting. The employee may be represented by a third party at the meeting, but the time, date, or place of said meeting shall not be postponed or rescheduled because the representative of the employee is unable to attend, unless both the President and the employee mutually agree to another time, date, and/or place.

Within five (5) work days following the scheduled date of the meeting, the President shall provide the employee a copy of his or her recommendations regarding the dismissal. The five (5) day period may be extended upon agreement between the President and the employee. A copy of the President's recommendation shall be forwarded to the employee and the Chancellor. If the President recommends that the employee be dismissed, the written notice shall inform the employee that he or she may request a hearing before an advisory committee by submitting a written request to the President within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the President shall refer the proposed dismissal to an advisory committee for a hearing and recommendation. The committee members will be appointed by the President.

The committee will then establish the date, time and place for the hearing and so inform the employee and the President. The committee shall admit and consider evidence submitted by the parties in the form of documents or the testimony of witnesses. The committee will arrange for the hearing to be recorded. The employee shall have the right to attend all evidentiary proceedings of the committee, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant evidence with respect to the statement of reasons for dismissal. The employee shall also have the right to be represented by an attorney at the employee's expense. Any party who wishes to use a court reporter to take a verbatim transcript may do so at party's own expense. The committee shall adopt rules to be followed which ensure substantive and procedural due process including prior notice of witnesses to be called and documents to be offered in evidence at the hearing, no documents or witnesses not so listed shall be heard, except for the purpose of rebutting oral testimony of the other party or for other justifiable cause found to exist by the committee. The Committee may admit probative evidence as well as exclude incompetent or repetitive evidence.

The hearing shall be conducted within twenty (20) working days of the request for a hearing. The committee shall render its written recommendation along with a complete recording of the hearing to the employee and the President within ten (10) working days after the hearing is closed.

Within ten (10) working days after receiving the recommendation from the committee, the President shall render a decision in writing to the employee and committee. If the President rejects the recommendations of the committee, the President shall state reasons for doing so, in writing, to the committee and the employee. The committee shall have the opportunity within five (5) working days to provide a response for the record.

If the employee is not satisfied with the decision of the President, the employee may make a written request to the Chancellor within ten (10) working days of the receipt of the President's decision. The Chancellor shall render a written decision regarding the dismissal within twenty (20) working days. The decision of the Chancellor, on behalf of the Employer, will be final.

Attachment: Revisions to Board Policy 5103 (2832 : Revisions to Board Policies 5102, 5103 and 5104)

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An employee recommended for dismissal for cause shall continue to be an employee until the appeal procedure up to and including the Chancellor only has been exhausted or until the employee has failed to advance his or her appeal in a timely fashion. The President may, at his or her discretion, suspend or reassign the employee to other professional duties with pay during the appeal procedure.

If the Chancellor recommends dismissal for an employee in the NSCS Office, the employee may request a hearing before a hearing officer by submitting a written request to the Board Chair within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the Board shall appoint a hearing officer to conduct a hearing and submit findings of facts and recommendations to the Board for a vote on the dismissal decision. The Board's decision will be final.

DRUG AND ALCOHOL TESTING

In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the Board's property, information, equipment, and reputation, the Board has established a program to test for drug and alcohol use in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Board shall be responsible to pay for the costs of any such tests. Employees, who may be required under federal law or regulations to submit to random drug and alcohol testing, will be notified of the general testing requirements in writing in advance.

GRIEVANCE PROCEDURE

All regularly employed full-time employees (at least .75 FTE) have grievance rights. Applicants, temporary employees, part-time employees (less than .75 FTE) and employees located in the NSCS Office do not have grievance rights under this policy.

Employees who are aggrieved as a result of ~~a violation of policies or other terms and conditions of employment administrative or management actions resulting in an injury, injustice, or wrong involving a misinterpretation or misapplication of rules promulgated by the Board or College rules and regulations~~ may file a grievance ~~grieve such actions~~. Presidents and the Chancellor, as appropriate, shall ensure that every possible effort is made to resolve grievances at the College level.

The Board has final authority to determine whether or not an issue is grievable, and may elect to hear any issue at its discretion. Issues determined to be non-grievable are subject to summary dismissal. The following issues, when done in compliance with established law, rule or policy, are examples of non-grievable matters: performance evaluations; employment appointments, including promotions to positions; leave of absence decisions; salary allocations; and, position classification. Employees who have been recommended for dismissal from employment for cause under the provisions of this policy, may not file grievances while the dismissal process is pending.

Prior to filing a formal grievance, an employee shall request a "preliminary grievance meeting" to discuss the matter with the immediate supervisor or the administrator who made the decision at issue in an attempt to resolve the dispute.

Steps. A formal grievance will be processed in the following manner:

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- Step 1.** A formal grievance shall be filed in writing with the Human Resource Director/AVP within twenty (20) working days following the act or omission giving rise thereto, or the date on which the grievant knew, or reasonably should have known, of such act or omission if the date is later. The Human Resource Director/AVP and appropriate Vice President have ten (10) working days after receipt of the grievance, or any extension provided for herein, to review the matter. The Vice President shall issue a determination in writing to the grievant within the ten (10) working day period.
- Step 2.** The grievant shall have five (5) working days from receipt of the Vice President's decision to appeal that decision to the President, by filing the written grievance form and all prior written responses with the President. At the grievant's request, the President will conduct a conference with the grievant in an attempt to resolve the grievance. Within ten (10) working days of receipt of the written grievance form and all prior written responses, the President will render a written decision to the grievant.
- Step 3.** The grievant may appeal the President's decision to the Chancellor, within ten (10) working days of the receipt of the written response in Step 2 by filing the written grievance form and all prior written responses with the Chancellor.

The Chancellor shall notify the grievant of his or her final decision, within twenty (20) working days after receipt of the written grievance form, all prior written responses and any additional information the grievant wishes to have considered.

Time Limits. Failure of the Employer in any step to render a decision to the grievant within the maximum time limits shall automatically allow the grievant to proceed to the next step. Failure of the grievant to proceed to the next step within the maximum time limit shall be considered as termination of the grievance.

HOLIDAY SCHEDULE

Twelve (12) paid holidays are provided each year. Additional holidays may be scheduled at the discretion of the President or Chancellor to match state and federal holiday observances. In order for an employee to be eligible for holiday pay the employee must work his or her scheduled work day before and after the holiday or be authorized to use paid or unpaid leave on the day before and after the holiday. Part-time employees shall receive paid holiday time on a pro-rated basis.

If an employee is required to work on a scheduled College holiday, such employee shall be allowed an equal number of hours off on an alternate date.

LAYOFFS

The President or Chancellor, as appropriate, decides when a layoff is necessary, and which employees and positions will be affected. Layoffs may be determined necessary because of budget adjustments or reallocations, a modification of position workloads, or elimination of or change in scope of institutional services, or as the result of any other job-related management decision.

Employees shall receive written layoff notices at least ninety (90) calendar days in advance.

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LEAVE

Bereavement Leave

At the discretion of the immediate supervisor, up to six (6) days of paid bereavement leave, per fiscal year, may be granted to employees for purposes of bereavement. Reasonable requests within this limit shall not be denied. Generally, bereavement leave is taken immediately following the death, however, there may be circumstances when more flexibility is needed, for example, if a memorial service is scheduled at a time in the future.

Civil Duty Leave

An absence with pay will be granted an employee for jury service or election service during the actual period of service, and the employee will retain fees paid him or her as a juror or election worker; provided that the employee calls his or her supervisor to determine whether he or she should report for work upon being released from jury duty or election service on any day prior to the end of his or her regular shift.

Absence with pay may be granted for an employee who is subpoenaed as a witness during the actual period of such service; provided that the absence is limited to that period the employee is actually compelled to be present at court, having made reasonable efforts to arrange with the subpoenaing party that the attendance would be so limited. Copies of summons and subpoenas should be provided to the Human Resource Office in advance of the absence.

If an employee is appointed as a clerk, election inspector, or judge on an election or counting board, the employee shall be granted an absence with pay during the time when the employee's physical presence is required by the court or the board. The employee shall retain all fees paid for their civil service.

Crisis Leave Sharing Program

Employees may contribute accrued vacation, compensatory time, or accrued sick leave to benefit another employee at the same College who is suffering from a catastrophic illness or who is unable to report to work due to pandemic quarantine measures. To be eligible to receive leave, employees must have exhausted their own leave options. Accrued vacation or sick leave may be donated in no less than one (1) day increments. Hours donated, but not used, will be maintained in a shared leave pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College.

The Committee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of ninety (90) days in a twelve (12) month period.

The crisis leave sharing program will permit salary and insurance continuation for those employees receiving shared leave.

Details of this program are available at the Human Resource Office and on the HR website.

Employees located in the NSCS Office may contribute accrued vacation leave, compensatory time, or accrued sick leave to benefit another employee in the NSCS Office under the same terms and conditions listed above.

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Family and Medical Leave

Eligibility. Employees with one (1) year service and who have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period will be entitled to take up to twelve (12) work weeks of unpaid family leave during any twelve (12) month period for reasons related to family and medical needs. Eligible employees, male or female, may use family and medical leave:

- 1) for the birth of a child, or the placement of a child with the employee for adoption or for foster care (leave for birth and care, or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement);
- 2) to care for a spouse, child, parents, or persons bearing the same relationship to the employee's spouse with a serious health condition;
- 3) for the employee's own serious health condition; and
- 4) for any qualifying exigency arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of any impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Note: "Child" shall mean biological, adopted or foster child, a stepchild, a legal ward, or child of a person standing in loco parentis.

Serious Health Condition. A serious health condition is defined to include:

- 1) An illness, injury, impairment, or physical or mental condition that involves either inpatient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for more than three (3) ~~or more~~ consecutive days.
- 2) Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness).
- 3) Any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack).
- 4) Any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if unrelated, e.g., cancer (chemotherapy), kidney disease, (dialysis).

Use of Paid Leave. Sick or vacation leave ~~may~~ must be used ~~at the election of the employee~~ during family and medical leave. ~~Although employees may retain accrued, unused vacation and sick leave, such leave shall not accrue while on family and medical leave.~~

Requests. Requests for family and medical leave must be submitted to the Human Resource Director/AVP for approval. Appropriate medical certification or documentation may be required. Requests in the NSCS Office should be submitted to the Chancellor. To the extent possible, thirty (30) days' notice will be given by the employee.

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Insurance Contributions. The Board agrees to continue to pay its portion of insurance premiums during the term of any family and medical leave.

Limitation. In the event two (2) employees are both eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Family Military Leave Act. According to the terms of the Family Military Leave Act (Neb. Rev. Stat. §§55-501 to 507), an eligible employee who is the spouse or parent of a person called to military service lasting one hundred seventy-nine (179) days or longer with the state or United States, pursuant to the orders of the Governor or the President, shall receive up to thirty (30) work days of unpaid leave. An eligible employee must have been employed for at least one thousand two hundred fifty (1,250) hours during a twelve (12) month period immediately preceding the commencement of leave.

The employee shall give at least fourteen (14) days' notice of the intended date upon which the family military leave will commence, if leave will consist of five (5) or more consecutive work days. Employees taking family military leave for less than five (5) consecutive days shall give as much advanced notice as is practicable. The employee shall consult with his or her supervisor to schedule the leave so as not to unduly disrupt College operations. Certification may be requested from the proper military authority to verify the employee's eligibility for the family military leave requested. For benefit purposes, employees taking Family Military Leave will be treated the same as other employees taking unpaid Family and Medical Leave.

National Defense Authorization Act. An employee who is a spouse, child, parent or next of kin (nearest blood relative) to a member of the Armed Forces who is being treated for, recuperating from or is on the temporary disability retired list due to a serious injury or illness, is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to provide care for the service member as provided by the Family and Medical Leave Act as amended by the National Defense Authorization Act.

Inclement Weather/College Closure Leave

When inclement weather causes College classes to be canceled, all employees, other than those required to report to work to provide emergency or other essential services, will be entitled to take Inclement Weather Leave. Such leave does not require the prior approval of the employee's supervisor. Time spent on Inclement Weather Leave will be charged against the employee's vacation or comp-time balances (if applicable), or time can be made up within thirty (30) working days at the request of the employee, which request shall not unreasonably be denied. When the President declares the College closed, absences will not be charged against employee leave balances. Employees required to report to work to provide emergency or other essential services as determined by the President will be allowed comparable time off on an alternate date mutually agreed upon by the supervisor and the employee. The Chancellor is authorized to make inclement weather leave decisions for employees located in the NSCS-System Office.

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Leave of Absence

Employees who have been employed for three (3) consecutive years, shall be eligible to apply for a leave of absence for the purpose of research, education, travel, work at other institutions, or private business organizations, or engaging in other activities which will improve the employee professionally and be of benefit to the Board. Granting leaves of absence is discretionary and is a non-grievable matter. Such leave of absence is without pay. However, if the leave of absence is at the request of the President or Chancellor and the employee has been employed for four (4) consecutive years, such leave may be compensated with half (1/2) pay for one (1) academic year, full pay for one (1) semester or a lesser amount by mutual agreement.

Employees under performance improvement plans are not eligible for a leave of absence.

A recipient of a paid leave of absence may be required to return to employment for a period of one (1) year or to immediately repay the salary and cost of benefits received while on the leave of absence, at the discretion of the President or Chancellor.

Employees will continue to receive the proportionate share of the Board’s contribution for applicable insurance and retirement plans. The remaining portion will be paid by the employee. Employees on unpaid leave of absence may contribute to the retirement plan and participate in the insurance programs at their own expense. Employees are not required to submit sick leave; bereavement leave or civil leave requests while on the leave of absence.

Within ninety (90) days following the employees return from the leave of absence, the employee shall submit to the President or Chancellor a written report summarizing the activities and results of the leave.

Sick Leave

Employees shall be allowed sick leave with pay. Medical documentation to substantiate the use of sick leave may be required by supervisors.

Sick leave shall accrue at the rate of one (1) day per calendar month of consecutive service during the first five (5) years of service for full-time employees (1.0 FTE). Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. Employees who have completed six (6) or more years of consecutive service shall accrue sick leave according to the following schedule:

1st through 5th year	1.0 day per month
6th year	1.1 days per month
7th year	1.2 days per month
8th year	1.3 days per month
9th year	1.4 days per month
10th year/thereafter	1.5 days per month

Accrual of sick leave shall begin the first day of employment, and unused sick leave may be accumulated up to and including one hundred eighty (180) days [one thousand four hundred forty (1,440) hours]. At no time will an employee be allowed to accrue sick leave hours in excess of the one thousand four hundred forty (1,440) hours [or one hundred eighty (180) day] accumulation limit. Employees with appointments less than 1.0 FTE shall accrue sick leave at a proportional pro-rated amount.

Attachment: Revisions to Board Policy 5103 (2832 : Revisions to Board Policies 5102, 5103 and 5104)

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Sick pay is available with the realization that an employee may become ill or injured to the extent of being unable to work. Sick leave may be taken for absences made necessary by reason of illness, injury, or disability, including temporary illnesses covered by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, by exposure to dangerous disease which may endanger the employee or public health, medical appointments, or by illness in the immediate family making it necessary that the employee be absent from his or her duties. The term "immediate family" as used in this section shall be defined to include the spouse, children (adopted, foster, step, biological, or legal ward), grandchildren, siblings, parents, grandparents, or parents of the spouse. It is not intended as any earned time off with pay, and shall not be granted as such. Employees shall not be compensated for unused sick leave upon separation of employment except in cases of retirement and death as provided below.

The President may advance sick leave to employees in an amount not to exceed a total of forty (40) hours. Sick leave earned thereafter will be applied toward the negative sick leave account balance until the amount advanced is fully reimbursed. Upon separation from employment, employees who have been advanced sick leave and have not repaid it, shall reimburse the Board for all advanced and unreimbursed sick leave. The Board is authorized to deduct such amount from the final pay. The Chancellor may advance sick leave to employees located in the NSCS Office.

Should an employee become ill or disabled and require hospitalization while on vacation, vacation leave shall be changed to sick leave, effective the date of hospitalization, upon request to the immediate supervisor.

Documentation regarding the hospitalization may be requested.

An employee who is eligible for retirement in the NSCS will, upon separation of employment by reason of retirement, be entitled to a one-time payment of one-fourth (1/4) of their accumulated sick leave, with the rate of payment based upon their regular pay at the time of retirement. Upon the death of an employee, one-fourth (1/4) of his or her accumulated, unused sick leave, with the rate of payment based upon the employee's regular pay at the time of death will be paid per Board Policy 5030.

Return to Employment Within One (1) Year. Employees who have separated employment and who return to employment within one (1) year from the date of such separation shall have service for sick leave reinstated at the level established prior to the separation, unless they received the one-fourth (1/4) retirement payment. Employees who have been dismissed for disciplinary reasons shall not have service for sick leave reinstated.

Transfer Employees. An employee who is transferred within the NSCS shall have his or her accrued sick leave transferred. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the receiving College or System Office at the discretion of the receiving President or Chancellor. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the new employer at the discretion of the new employer.

Vacation Leave

Full time employees (1.0 FTE) shall accrue three (3) weeks' vacation with pay, which consists of fifteen (15) working days. Part-time employees (less than 1.0 FTE) shall earn vacation leave on a prorated basis. The basis for computation is the accrual of 1.25 vacation days per month of employment. Accrual of vacation leave shall begin the first day of employment. Employees with appointments less than twelve (12) months shall accrue vacation leave at a proportional pro-rated amount. Following the fifth (5th) year of continuous employment, the following accrual schedule shall be followed:

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1st year through 5th year	15 days
6th year	16 days
7th year	17 days
8th year	18 days
9th year	19 days
10th year	20 days
11 th year	21 days
12 th year	22 days
13 th year	23 days
14 th year	24 days
15 th year	25 days

At no time will an employee be allowed to accrue vacation leave hours in excess of the two hundred eighty (280) hours [or thirty-five (35) days] accumulation limit.

The President may advance vacation leave to an employee in an amount not to exceed a total of forty (40) hours. Vacation time earned thereafter will be applied to the negative vacation balance until the advanced amount has been fully reimbursed. Upon separation from employment, employees who have been advanced vacation leave shall reimburse the Board for all advanced and unreimbursed vacation leave. The Board is authorized to deduct such amount from the final pay. The Chancellor may advance vacation leave to employees located in the NSCS Office.

Employees, upon retirement, dismissal or separation from employment, shall be paid for unused accumulated vacation leave. Upon the death of an employee, unused accumulated vacation leave will be paid per Board Policy 5030.

Employee requests for up to ten (10) consecutive days of accumulated vacation leave shall not be unreasonably denied.

Supervisors shall respond to written requests for vacation leave within five (5) working days of the request. Requests for use of accumulated vacation leave shall not be unreasonably denied.

Return to Employment Within One (1) Year. Employees who have separated employment and who return to employment within one (1) year from the date of such separation shall have service for vacation leave reinstated at the level established prior to the separation. However, employees who have been dismissed for disciplinary reasons shall not have service for vacation leave reinstated.

Transfer Employees. An employee who is transferred within the NSCS shall have his or her accrued vacation leave transferred. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have vacation leave hours transferred to the receiving College or System Office at the discretion of the receiving President or Chancellor. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have vacation leave hours transferred to the new employer at the discretion of the new employer.

PAY

Annual pay increases shall only be provided to employees with satisfactory or better performance evaluation reports.

Attachment: Revisions to Board Policy 5103 (2832 : Revisions to Board Policies 5102, 5103 and 5104)

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Salary base increases may be paid upon the completion of each academic degree earned after the commencement of employment. Base salary increases will be awarded only on July 1st following completion of the degree program. Official transcripts or other appropriate documentation from the awarding institution must be provided to the Human Resources Office prior to July 1st in order to receive the salary increase. The amount of the salary base increase will be determined by the President, or by the Chancellor for employees in the System Office.

An employee assigned by a supervisor to perform the duties of another position may receive a temporary pay increase at the discretion of the President, or Chancellor for employees in the System Office.

PERFORMANCE EVALUATION

The President is responsible for determining how and when the performance of employees will be evaluated at the College. The Chancellor is responsible for determining how and when the performance of employees will be evaluated at the [NSCS-System](#) Office.

The purpose of performance evaluations is to promote high levels of achievement; measure, maintain and improve performance; and, provide opportunities for discussion and planning of goals and objectives. Employees will be allowed to participate in the evaluation process and shall be informed of the criteria used to evaluate performance.

RESIGNATION

To resign in good standing, written notice must be given to the campus President or Chancellor, as appropriate, at least ten (10) working days before separation, unless the President or Chancellor agrees to a shorter period.

TUITION PROGRAMS

Only full-time (at least .75 FTE) employees are eligible for the following programs. These programs are not available to the immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status. To receive the tuition benefit, employees and immediate family (if applicable) must submit and have approved a tuition remission/waiver request form no later than the tuition payment due date for that term. Benefits will not be provided retroactively for previously ended terms.

Immediate Family Tuition Remission. A sixty-seven percent (67%) tuition remission shall be available for immediate family (children who are twenty-four (24) years of age or younger at the beginning of the semester or session and a spouse) of employees who enroll at a Nebraska State College on a space available basis. The remission does not apply to fees. Although online courses have a single rate, a portion of the rate consists of fees. The remission provided for online courses will be sixty-seven percent (67%) of the equivalent resident tuition rate for an on-campus course. Remissions are subject to the following condition:

- a) The immediate family member must be admitted as a student of the College and must have met all normal academic requirements for the courses taken.

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Employee Tuition Waiver. Employees shall be eligible to enroll for credit in courses during non-work hours for one dollar (\$1.00) per course on a space available basis. Enrollment and tuition waiver under this provision will be limited to one (1) course of not more than four (4) hours in each of the Fall and Spring semesters and one (1) Summer term. One dollar (\$1.00) covers the cost of tuition for purposes of this waiver program and the one dollar (\$1.00) charge is non-refundable. Fees connected with course enrollment must be paid by the employee including the same institutional and class fees paid by all other students. Although online courses have a single rate, a portion of the rate consists of fees. The waiver provided for online courses will be based on the equivalent resident tuition rate for an on-campus course (beyond one dollar (\$1.00)). Waivers are subject to the following conditions:

- a) Employees must be admitted as students of the College and must have met all normal academic requirements for the courses taken.
b) An employee's work schedule may be arranged, with appropriate supervisory approvals, to accommodate enrollment. Such approval shall not be unreasonably denied.

An employee may not enroll in courses under these two (2) programs simultaneously during the same semester. Only one (1) tuition waiver course may be taken per semester by an employee. Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment courses.

Policy Adopted: 6/5/93
Policy Revised: 8/29/97
Policy Revised: 6/2/06
Policy Effective: 7/1/09 Approved: 4/17/09
Policy Effective: 7/1/11 Approved: 3/25/11
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Policy Effective: 7/1/15 Approved: 1/21/15
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Policy Revised: 6/19/18
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Policy Revised: 9/10/20
Policy Effective: 7/1/21 Approved:

Attachment: Revisions to Board Policy 5103 (2832 : Revisions to Board Policies 5102, 5103 and 5104)

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BOARD POLICY

The terms and conditions of employment described in this policy apply to full-time and part-time support staff employees who are excluded from the NAPE/AFSCME collective bargaining unit. This policy does not apply to temporary employees or student employees.

ABANDONMENT

Employees may be considered to have abandoned the job if absent from work for longer than two (2) consecutive work days without being on approved leave. Abandonment shall be considered as a voluntary resignation not in good standing.

BACKGROUND CHECKS

Offers of employment are contingent on the applicant/employee successfully passing a background check.

BENEFITS

The Board shall make group medical, dental, vision, life, and long-term disability insurance coverages available to employees who are employed full-time on a continuing basis in a budgeted position (at least .75 FTE). Employees employed less than .75 FTE are not eligible for group medical, dental, vision, life or long-term disability coverages, unless coverage is required under the Affordable Care Act.

For medical and dental insurance, the Board will contribute a fixed dollar amount equivalent to eighty-five percent (85%) of the aggregate costs of the individual plan, with the employee responsible for the remaining amount of the cost of coverage. For those employees who opt for coverage under a family plan, the Board will contribute toward either family plan, employee/children or employee/spouse a fixed dollar amount equivalent to seventy-five percent (75%) of the aggregate costs of the family plan, with the employee responsible for the remaining amount of the cost of coverage. When both members of a married couple are employed by the Employer and request family coverage, each employee will be required to contribute an amount equal to the individual employee plan premium. If electing insurance coverage, an employee must be enrolled in both the medical and dental plans.

The Board will contribute fifty percent (50%) toward the cost of single vision coverage for any plan option selected by the employee.

A life insurance plan offering group term life insurance coverage in the amount of thirty thousand dollars (\$30,000) will be provided at the Board's expense with the employee permitted to supplement the basic coverage with either a ten thousand dollar (\$10,000), twenty thousand dollar (\$20,000), fifty-thousand dollar (\$50,000), one-hundred thousand dollar (\$100,000), or one-hundred eighty thousand dollar (\$180,000) optional life insurance policy addition at the employee's expense. Employees may also purchase a two thousand dollar (\$2,000) dependent life policy on spouse and child, or a five-thousand dollar (\$5,000) dependent life policy on a child, or ten-thousand dollar (\$10,000) coverage for a spouse at the employee's expense. Eligible coverage for children begins at six (6) months of age. In accordance with current policy provisions, employees' life insurance benefits are reduced to fifty percent (50%) at seventy (70) years of age.

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A group long-term disability plan will be provided which will pay sixty-six and two-thirds percent (66 2/3%) of salary after ninety (90) days of continuous disability as defined by the insurance carrier. The Board will provide seventy-five percent (75%) of the aggregate costs of this coverage.

The Board shall provide an opportunity for employees (employed at least .75 FTE full-time) to voluntarily participate in a flexible spending account, subject to provisions of IRS Code Section 125. Employees may choose to set aside an amount from their paychecks, which is not taxed, in a medical or dependent care account for payment of eligible expenses.

The Board shall make an Employee Assistance Program available for employees (employed at least .75 FTE full-time). The Board shall pay the annual flat rate as established by the program. Any other costs shall be borne by the employee. Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain separate from other personnel materials. All employee assistance records shall remain confidential.

Employees, their spouses, and dependents will be allowed to use those facilities belonging to the College that are used to promote wellness. Although there is no membership fee to access the facilities, the College may charge spouses and dependents (seventeen [17] years and older) a fee for an identification card to access the facilities. Dependents under the age of seventeen (17) must be accompanied by an adult to use the facilities. Such facilities will be available to employees, their spouses and dependents during the facilities' normal hours of operation and when not being used for classroom instruction or program activities.

CORRECTIVE AND DISCIPLINARY ACTION

The Colleges shall adopt and promulgate rules of conduct for distribution to employees in the form of an employee handbook, including, but not limited to grounds for disciplinary action. The same rules of conduct and disciplinary grounds shall apply to employees located in the NSCS Office.

The right to exercise discipline for just cause is vested exclusively in the Board; provided that an employee who has been disciplined will be advised of the reason or reasons for such action. The level of discipline imposed shall be based on the nature and severity of the infraction. Disciplinary action challenged by the employee as not in conformance with this policy, may be grieved.

The Chancellor is authorized to implement corrective and disciplinary action for System Office employees pursuant to the procedures established in this policy.

Investigatory Suspension. An employee who is under investigation for misconduct, or charged with criminal activity or for other reasons at the discretion of the President or designee may be suspended with pay until such time as it is possible to determine if disciplinary action should be taken. The Chancellor is authorized to implement corrective and disciplinary action for System Office employees pursuant to the procedures established in this policy.

Verbal Counseling. Verbal counseling is an informal level of corrective action. Verbal counseling is not disciplinary action. Verbal counseling is not grievable. It is a warning given by an immediate supervisor in conference with an employee in which the matter is discussed with the employee. The employee will be advised what action is expected of him or her to correct the problem.

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Predisciplinary Notice. Prior to imposing discipline, employees are entitled to notice of the allegations against them which will identify the nature of the offense, the rule, policy, or performance standard violated and include an explanation of the evidence against them. The notice will include a description of the incident(s) involved and date(s) of occurrence as applicable.

Employee Opportunity to Respond. Prior to imposing discipline the employee will additionally be entitled to an opportunity to respond to the allegations, present mitigating evidence, or present reasons why disciplinary action should not be taken.

Notice of Disciplinary Action. An employee will be notified in writing whenever any disciplinary action is taken against him or her. The employee must acknowledge receipt by signing the written disciplinary notice. The employee's signature does not constitute agreement with the content of the notice. If the employee refuses to sign, the supervisor and a witness will sign a notation of the employee's refusal on the notice. A copy of the written disciplinary notice will be placed in the employee's personnel file.

Types of Disciplinary Action-:

Written Warning. Written warnings consist of a discussion between the employee and a supervisor in which the supervisor explains in detail the reasons for the warning and then provides a written disciplinary notice to the employee of the action required to correct the unsatisfactory performance, the time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve.

Disciplinary Probation. A disciplinary probation may be imposed by the appropriate Vice President or designee for a period of up to six (6) months, but may be extended to a total of one (1) year, during which time the employee's performance must improve. A corrective action plan including the time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve shall be included in the written disciplinary notice.

- i) Employees on disciplinary probation shall not be promoted or granted merit pay increases.
- ii) Employees granted leave while serving disciplinary probation may have their probation extended by the number of days absent on leave.
- iii) Employees may be removed from disciplinary probation by a written notice of the appropriate Vice President or designee.

Disciplinary Suspension Without Pay. A period of suspension imposed by the President shall be without pay and shall not exceed five (5) working days. The disciplinary notice informing the employee of suspension shall be dated and include the reason for the suspension, the number of days of the suspension, time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve.

- i) The employee's service date shall be adjusted by the number of calendar days absent during a suspension.
- ii) Employees on suspension shall not be granted paid leave during the suspension period.

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Demotion. A President may demote an employee to a class of a lower salary grade as a disciplinary action. The employee's duties shall be changed to reflect the new classification. Upon demoting an employee for disciplinary reasons, a President shall reduce the employee's salary a minimum of five percent (5%) and the salary may not be above the Maximum Rate of the new salary grade. However, demoted employees' salaries may be reduced no lower than the minimum salary of the new salary grade. The written notice regarding the demotion time shall specify the time allowed for improvement and the consequences, including dismissal, for future violations or failure to improve.

Dismissal. Dismissal is removal from employment for failure to respond to previous disciplinary actions or when extreme circumstances render any preceding steps unnecessary or inappropriate.

Upon receipt of a supervisor's and/or Vice President's recommendation to dismiss an employee, the President shall inform the employee, in writing, of a time at which the employee may present to the President or designee, any **additional** facts, material, or evidence regarding the employee's potential dismissal. Failure by the employee to appear shall constitute a waiver by the employee of the aforementioned meeting. The employee may be represented by a third party at the meeting, but the time, date, or place of said meeting shall not be postponed or rescheduled because the representative of the employee is unable to attend unless both the President and the employee mutually agree to another time, date, and/or place.

Within five (5) work days following the ~~scheduled date of the~~ meeting, the President shall provide the employee a copy of his or her recommendations regarding the dismissal. The five (5) day period may be extended upon agreement between the President and the employee. A copy of the President's recommendation shall be forwarded to the employee and the Chancellor. If the President recommends that the employee be dismissed, the written notice shall inform the employee that he or she may request a hearing before ~~an advisory committee~~ hearing officer by submitting a written request to the President within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the President shall refer the proposed dismissal to ~~an advisory committee~~ hearing officer for a hearing and recommendation. The ~~committee members~~ hearing officer will be appointed by the President.

The committee hearing officer will then establish the date, time and place for the hearing and so inform the employee and the President. The ~~committee~~ hearing officer shall admit and consider evidence submitted by the parties in the form of documents or the testimony of witnesses. The ~~committee~~ hearing officer will arrange for the hearing to be recorded. The employee shall have the right to attend all evidentiary proceedings, ~~of the committee~~, to present evidence, to examine documents, to question witnesses, and to otherwise present any relevant evidence with respect to the statement of reasons for dismissal. The employee shall also have the right to be represented by an attorney at the employee's expense. Any party who wishes to use a court reporter to take a verbatim transcript may do so at party's own expense. The committee hearing officer shall adopt rules to be followed which ensure substantive and procedural due process including prior notice of witnesses to be called and documents to be offered in evidence at the hearing, no documents or witnesses not so listed shall be heard, except for the purpose of rebutting oral testimony of the other party or for other justifiable cause found to exist ~~by the committee~~. The Committee hearing officer may admit probative evidence as well as exclude incompetent or repetitive evidence.

The hearing shall be conducted within twenty (20) working days of the request for a hearing. The committee hearing officer shall render its written recommendation along with a complete recording of the hearing to the employee and the President within ten (10) working days after the hearing is closed.

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Within ten (10) working days after receiving the recommendation from the ~~committee hearing officer~~, the President shall render a decision in writing to the employee ~~and committee~~. If the President rejects the recommendations of the ~~committee hearing officer~~, the President shall state reasons for doing so, in writing, to the ~~committee and the employee~~. ~~The committee shall have the opportunity within five (5) working days to provide a response for the record.~~

If the employee is not satisfied with the decision of the President, the employee may make a written request to the Chancellor within ten (10) working days of the receipt of the President's decision. The Chancellor shall render a written decision regarding the dismissal within twenty (20) working days. The decision of the Chancellor, on behalf of the Employer, will be final.

An employee recommended for dismissal for cause shall continue to be an employee until the appeal procedure up to and including the Chancellor only has been exhausted or until the employee has failed to advance his or her appeal in a timely fashion. The President may, at his or her discretion, suspend or reassign the employee to other duties with pay during the appeal procedure.

If the Chancellor recommends dismissal for an employee in the ~~NSCS-System~~ Office, the employee may request a hearing before a hearing officer by submitting a written request to the Board Chair within ten (10) work days of receipt of the notice. If the employee submits a written request for a hearing the Board shall appoint a hearing officer to conduct a hearing and submit findings of facts and recommendations to the Board for a vote on the dismissal decision. The Board's decision will be final.

DRUG AND ALCOHOL TESTING

In the interest of maintaining a safe, healthy, and efficient workplace for all employees, and to protect the Board's property, information, equipment, and reputation, the Board has established a program to test for drug and alcohol use in the workplace. Testing will be required when reasonable cause exists in the workplace to conduct such a test. The Board shall be responsible to pay for the costs of any such tests. Employees, who may be required under federal law or regulations to submit to random drug and alcohol testing, will be notified of the general testing requirements in writing in advance.

GRIEVANCE PROCEDURE

All regularly employed full-time employees (at least .75 FTE) have grievance rights. Applicants, temporary employees, probationary, part-time employees (less than .75 FTE) and employees located in the NSCS Office do not have grievance rights under this policy.

Employees who are aggrieved as a result of ~~a violation of policies or other terms and conditions of employment administrative or management actions resulting in an injury, injustice, or wrong involving a misinterpretation or misapplication of rules promulgated by the Board or College rules and regulations~~ may file a grievance ~~grieve such actions~~. Presidents and the Chancellor, as appropriate, shall ensure that every possible effort is made to resolve grievances at the College and ~~NSCS-System~~ Office levels.

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The Board has final authority to determine whether or not an issue is grievable and may elect to hear any issue at its discretion. Issues determined to be non-grievable are subject to summary dismissal. The following issues, when done in compliance with established law, rule or policy, are examples of non-grievable matters: performance evaluations; employment appointments including promotions to positions; leave of absence decisions; salary allocations; and, position classification. Employees who have been recommended for dismissal from employment for cause under the provisions of this policy, may not file grievances while the dismissal process is pending.

Steps. A grievance will be processed in the following manner:

Step 1. The employee will discuss the grievance with his or her immediate supervisor in an attempt to settle the grievance.

Step 2. If the grievance is not settled in Step 1, the employee may file a written grievance with the Human Resources Director/AVP within no more than fifteen (15) working days after the employee has knowledge or should have had knowledge of the facts giving rise to the grievance. The written grievance shall be recorded on the designated form. When reducing a grievance to writing, the following information must be stated with reasonable clarity: the exact nature of the grievance, the act(s) of commission or omission, relevant date(s) if known, the identity of individual(s) alleged to have caused the grievance, the rule or policy that was misinterpreted or misapplied and the relief requested.

Upon receipt of the written grievance and prior to issuance of a written response, the Human Resources Director/AVP and the appropriate Vice President shall meet and confer with the employee in an attempt to resolve the grievance. The Vice President shall provide a written response to the employee within ten (10) working days of the date the grievance was filed. If a written response is not received within ten (10) working days, the employee may proceed to Step 3.

Step 3. If the grievance is not settled in Step 2, the employee may appeal to the President within ten (10) working days of the receipt of the written response in Step 2, by filing the written grievance form and all prior written responses with the President.

At the employee's request, the President will conduct a conference with the employee in an attempt to resolve the grievance.

Within ten (10) working days of receipt of the written grievance form and all prior written responses, the President will render a written decision to the employee.

Step 4. If the grievance is not settled in Step 3, the employee may appeal to the Chancellor, within ten (10) working days of the receipt of the written response in Step 3 by filing the written grievance form and all prior written responses with the Chancellor.

The Chancellor shall notify the employee of his or her final decision, within twenty (20) working days after receipt of the written grievance form, all prior written responses and any additional information the employee wishes to have considered.

Time Limits. Failure of the Employer in any step to render a decision to the employee with the maximum time limits shall automatically allow the employee to proceed to the next step. Failure of the employee to proceed to the next step within maximum time limit shall be considered as termination of the grievance.

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HOLIDAY SCHEDULE

Twelve (12) paid holidays are provided each year. Additional holidays may be scheduled at the discretion of the President or Chancellor to match state and federal holiday observances. In order for an employee to be eligible for holiday pay the employee must work his or her scheduled work day before and after the holiday or be authorized to use paid or unpaid leave on the day before and after the holiday. Part-time employees shall receive paid holiday time on a pro-rated basis.

LAYOFFS

The President or Chancellor, as appropriate, decides when a layoff is necessary, and which employees, positions, and geographic locations will be affected. Layoffs may be determined necessary because of budget adjustments or reallocations, a modification of position workloads, or elimination of or change in scope of institutional services, or as the result of any other job-related management decision.

Employees to be laid off shall be given as much notice as possible, but at least fifteen (15) working days' written notice if employed full-time (at least .75 FTE) and ten (10) working days' written notice if employed part-time (less than .75 FTE).

LEAVE

~~Bereavement Leave-~~

At the discretion of the immediate supervisor, up to six (6) days of paid bereavement leave, per fiscal year may be granted to employees. No employee shall be unreasonably denied the use of vacation leave when such additional time is required to settle personal matters related to a death in the immediate family. Generally, bereavement leave is taken immediately following the death, however, there may be circumstances when more flexibility is needed, for example, if a memorial service is scheduled at a time in the future.

~~Civil Duty Leave-~~

An absence with pay will be granted an employee for jury service or election service during the actual period of service, and the employee will retain fees paid him or her as a juror or election worker; provided that the employee calls his or her supervisor to determine whether he or she should report for work upon being released from jury duty or election service on any day prior to the end of his or her regular shift.

Absence with pay may be granted for an employee who is subpoenaed as a witness during the actual period of such service; provided that the absence is limited to that period the employee is actually compelled to be present at court, having made reasonable efforts to arrange with the subpoenaing party that the attendance would be so limited. Copies of summons and subpoenas should be provided to the Human Resource Office in advance of the absence.

If an employee is appointed as a clerk, election inspector, or judge on an election or counting board, the employee shall be granted an absence with pay during the time when the employee's physical presence is required by the court or the board. The employee shall retain all fees paid for their civil service.

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Crisis Leave Sharing Program-

Employees may contribute accrued vacation leave, accrued sick leave or compensatory hours to benefit another employee at the same College who is suffering from a catastrophic illness or who is unable to report to work due to pandemic quarantine measures. Vacation leave, sick leave or compensatory hours may be donated in no less than one (1) day increments. Hours donated but not used will be maintained in a crisis leave sharing pool and distributed on an as needed basis to eligible employees by a Shared Leave Committee designated by the College.

The Committee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of ninety (90) days in a twelve (12) month period. To be eligible to receive donated leave, an employee must have exhausted all paid leave.

The crisis leave sharing program will permit salary and health insurance continuation for those employees receiving shared leave.

Details of this program are available at the Human Resource Office.

Employees located in the NSCS Office may contribute accrued vacation leave, accrued sick leave or compensatory hours to benefit another employee in the NSCS Office under the same terms and conditions listed above.

Family and Medical Leave

Eligibility. Employees with one (1) year service and who have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period will be entitled to take up to twelve (12) work weeks of unpaid family leave during any twelve (12) month period for reasons related to family and medical needs. Eligible employees, male or female, may use family and medical leave:

- 1) for the birth of a child, or the placement of a child with the employee for adoption or for foster care (leave for birth and care, or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement);
- 2) to care for a spouse, child, parents, grandparents, or persons bearing the same relationship to the employee's spouse with a serious health condition;
- 3) for the employee's own serious health condition;
- 4) for any qualifying exigency arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of any impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Note: "Child" shall mean biological, adopted or foster child, a stepchild, a legal ward, or child of a person standing in loco parentis.

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Serious Health Condition. A serious health condition is defined to include:

- 1) An illness, injury, impairment, or physical or mental condition that involves either inpatient care, meaning an overnight stay in a hospital, hospice, or residential care facility, or continuing treatment by a health care provider for more than three (3) ~~or more~~ consecutive days.
- 2) Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., morning sickness).
- 3) Any period of incapacity because of a chronic serious condition (even without treatment by a health care provider and even if the absence is less than three (3) days, e.g., an asthma attack).
- 4) any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days if unrelated, e.g., cancer (chemotherapy), kidney disease, (dialysis).

Use of Paid Leave. Sick or vacation leave may must be used ~~at the election of the employee~~ during family and medical leave. ~~Although employees may retain accrued, unused vacation and sick leave, such H~~ leave shall not accrue while on family and medical leave.

Requests. Requests for family and medical leave must be submitted to the Human Resources Director/AVP for approval. Appropriate medical certification or documentation may be required. Requests in the NSCS Office should be submitted to the Chancellor.

Notice. To the extent possible, thirty (30) days' notice will be given by the employee.

Insurance Contributions. The Board agrees to continue to pay its portion of insurance premiums during the term of any family and medical leave.

Limitation. In the event two employees are both eligible under this policy, the couple shall be entitled to a combined total of twelve (12) work weeks of leave.

Family Military Leave Act. According to the terms of the Family Military Leave Act (Neb. Rev. Stat. §§55-501 to 507), an eligible employee who is the spouse or parent of a person called to military service lasting one hundred seventy-nine (179) days or longer with the state or United States pursuant to the orders of the Governor or the President shall receive up to thirty (30) work days of unpaid leave. An eligible employee must have been employed for at least one thousand two hundred fifty (1,250) hours during a twelve (12) month period immediately preceding the commencement of leave.

The employee shall give at least fourteen (14) days' notice of the intended date upon which the family military leave will commence, if leave will consist of five (5) or more consecutive work days. Employees taking family military leave for less than five (5) consecutive days shall give the Employer advanced notice as is practicable. The employee shall consult with the Employer to schedule the leave so as not to unduly disrupt College operations. The Employer may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested. For benefit purposes, employees taking Family Military Leave will be treated the same as other employees taking unpaid Family Medical Leave.

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National Defense Authorization Act. An employee who is a spouse, child, parent or next of kin (nearest blood relative) to a member of the Armed Forces who is being treated for, recuperating from or is on the temporary disability retired list due to a serious injury or illness is entitled to a total of twenty-six (26) work weeks of leave during a twelve (12) month period to provide care for the service member as provided by the Family and Medical Leave Act as amended by the National Defense Authorization Act.

Inclement Weather/College Closure Leave

When inclement weather causes College classes to be canceled, all employees, other than those required to report to work to provide emergency or other essential services, will be entitled to take Inclement Weather Leave. Such leave does not require the prior approval of the employee's supervisor. Time spent on Inclement Weather Leave will be charged against the employee's vacation or compensatory leave balance or time can be made up within thirty (30) working days at the request of the employee, which request shall not unreasonably be denied. When the President declares the College closed, absences will not be charged against employee leave balances. Employees required to report to work to provide emergency or other essential services as determined by the President will be allowed comparable time off on an alternate date mutually agreed upon by the supervisor and the employee. The Chancellor is authorized to make inclement weather leave decisions for employees located in the NSCS-System Office.

Sick Leave

Employees Hired After 7-1-93. Full-time employees (1.0 FTE) hired after July 1, 1993 shall accrue paid sick leave computed at the rate of eight (8) work hours per month for each calendar month of service, not to exceed one-thousand four hundred forty (1,440) hours [or one-hundred eighty (180) days] maximum accumulation of unused sick leave. Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. Accrual of sick leave shall begin the first day of employment.

Employees Hired Prior to 7-1-93. Full time employees (1.0 FTE) hired prior to July 1, 1993 shall accrue paid sick leave computed at the rate of eight (8) work hours per month for each calendar month of service during the first five (5) years of service. Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. Additional sick leave days, not to exceed one thousand four hundred forty (1,440) hours [or one hundred eighty (180) days] maximum accumulation of unused sick leave will accrue according to the following schedule:

1-5 years of continuous employment	12 days/year or 96 hours/year
6th year of continuous employment	17 days/year or 136 hours/year
7th year of continuous employment	18 days/year or 144 hours/year
8th year of continuous employment	19 days/year or 152 hours/year
9th year of continuous employment	20 days/year or 160 hours/year
10th year of continuous employment	21 days/year or 168 hours/year
11th year of continuous employment	22 days/year or 176 hours/year
12th year of continuous employment	23 days/year or 184 hours/year
13th year of continuous employment	24 days/year or 192 hours/year
14th year of continuous employment	25 days/year or 200 hours/year
15th year of continuous employment	26 days/year or 208 hours/year
16th year of continuous employment	27 days/year or 216 hours/year
17th year of continuous employment	28 days/year or 224 hours/year
18th year of continuous employment	29 days/year or 232 hours/year
19th year of continuous employment/thereafter	30 days/year or 240 hours/year
Maximum Accumulation	180 days or 1,440 hours

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Reasons to Use Sick Leave. Sick leave is available when an employee is ill or injured to the extent of being unable to work. Sick leave may be taken for absences made necessary for medical appointments or by reason of illness, injury, or disability, including temporary illnesses caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, by exposure to contagious disease which may endanger the employee or public health, or by illness in the immediate family making it necessary that the employee be absent from his or her duties. Sick leave is not intended as any earned time off with pay, and will not be granted as such. The term "immediate family" as used in this section will be defined to include the spouse, parents, grandparents, children, stepchildren, grandchildren, legal wards, brothers, and sisters, or persons bearing the same relationship to the employee's spouse.

Transfer. An employee who is transferred within the ~~State College System~~ NSCS shall have his or her accrued sick leave transferred to the receiving College or System Office. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the receiving College or System Office at the discretion of the receiving President or Chancellor. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have sick leave hours transferred to the new employer at the discretion of the new employer.

Employees Returning Within One (1) Year. An employee who separates (other than for disciplinary reasons) from employment and returns to employment within one (1) year from the date of termination shall have his or her service for sick leave computed by combining prior continuous service with current continuous service disregarding such period of absence and shall have reinstated to his or her sick leave account all earned sick leave not used at the time of departure.

Employees Returning After One (1) Year. An employee who returns to employment after one (1) year or longer or who retired or voluntarily separated in lieu of retirement shall be considered a new employee (i.e., a new hire) for the purpose of sick leave entitlement.

No Compensation for Unused Sick Leave, Except for Retirement or Death. All sick leaves will expire on the date of separation from employment and no employee will be reimbursed for sick leave outstanding at the time of termination, except in the case of retirement or death.

Compensation at time of Retirement or Death. Employees who are eligible for retirement in the ~~State College System~~ NSCS will, upon termination of employment by reason of retirement, be entitled to a one-time payment of one-fourth (1/4) of their accumulated unused sick leave, with the rate of payment based upon their regular pay at the time of retirement. Upon the death of an employee, one-fourth (1/4) of his or her accumulated unused sick leave, with the rate of payment based upon the employee's regular pay at the date of death will be paid per Board Policy 5030.

Advancing Sick Leave. The President may advance sick leave in an amount not to exceed a total of forty (40) hours. Sick leave earned thereafter will be applied toward the negative sick leave balance until the amount advanced has been fully reimbursed. Upon separation from employment, employees who have been advanced sick leave and have not yet paid it back, shall reimburse the Board for all advanced and unreimbursed sick leave. The Board is authorized to deduct such amount from the employee's final pay. The Chancellor may advance sick leave to employees located in the System Office.

Attachment: Revisions to Board Policy 5104 (2832 : Revisions to Board Policies 5102, 5103 and 5104)

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Vacation Leave

Employees Hired After 7-1-93. Full time employees (1.0 FTE) hired after July 1, 1993 shall, during the first and second year of employment, accrue paid vacation leave at the rate of eight (8) hours for each calendar month of service. Part-time employees (less than 1.0 FTE) shall earn sick leave on a prorated basis. Applicable accrual rates for paid vacation leave after the first two (2) years of employment, up to a maximum accumulation of two hundred eighty (280) hours, are as follows:

1 and 2 years of continuous employment	12 days
3rd year of continuous employment	13 days
4th year of continuous employment	14 days
5th year of continuous employment	15 days
6th year of continuous employment	16 days
7th year of continuous employment	17 days
8th year of continuous employment	18 days
9th year of continuous employment	19 days
10th year of continuous employment/thereafter	20 days
Maximum Accumulation	35 days or 280 hours

Accrual of vacation leave shall begin the first day of employment. At no point in time will an employee be allowed to accrue vacation leave hours in excess of the two hundred eighty (280) hours [or thirty five (35) days] accumulation limit.

Employees Hired Prior to 7-1-93. Full-time employees (1.0 FTE) hired prior to July 1, 1993 shall accrue paid vacation leave at the rate of eight (8) hours for each calendar month of service completed during the first five (5) years of service. Part-time (less than 1.0 FTE) shall earn vacation leave on a prorated basis. Applicable accrual rates for paid vacation leave after the first five (5) years of employment, up to a maximum accumulation of two hundred (280) hours, are as follows:

1-5 years of continuous employment	12 days/year or 96 hours/year
6th year of continuous employment	15 days/year or 120 hours/year
7th year of continuous employment	16 days/year or 128 hours/year
8th year of continuous employment	17 days/year or 136 hours/year
9th year of continuous employment	18 days/year or 144 hours/year
10th year of continuous employment	19 days/year or 152 hours/year
11th year of continuous employment	20 days/year or 160 hours/year
12th year of continuous employment	21 days/year or 168 hours/year
13th year of continuous employment	22 days/year or 176 hours/year
14th year of continuous employment	23 days/year or 184 hours/year
15th year of continuous employment	24 days/year or 192 hours/year
16th year of continuous employment/thereafter	25 days/year or 200 hours/year
Maximum Accumulation	35 days/year or 280 hours/year

At no point in time will an employee be allowed to accrue vacation leave hours in excess of the two hundred eighty (280) hours [or thirty five (35) days] accumulation limit.

Reasons to Use Vacation Leave. Employees can request to use vacation leave for whatever purpose they choose.

Attachment: Revisions to Board Policy 5104 (2832 : Revisions to Board Policies 5102, 5103 and 5104)

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Transfer. An employee who is transferred within the ~~State College System~~ NSCS will have his or her accrued vacation leave transferred to the receiving College or System Office. Employees transferring as an employee from Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the receiving College or System Office at the discretion of the receiving President or Chancellor. Employees transferring to Nebraska State Government or the University of Nebraska System may be eligible to have vacation hours transferred to the new employer at the discretion of the new employer.

Employees Returning Within One (1) Year. An employee who has separated from employment for any reason other than disciplinary and who returns to employment within one (1) year from the date of separation will have his or her service for vacation leave accrual computed by combining prior continuous service with current continuous disregarding the period of absence.

Compensation for Unused Vacation Leave. Employees upon retirement or separation from employment, will be paid for unused accumulated vacation leave. Upon the death of an employee, unused accumulated vacation leave will be paid per Board Policy 5030. Payment rates will be based on the regular rate of pay at the time of retirement, separation or death.

Approval to Use Vacation Leave. Approval of employee requests with reasonable and adequate notice for consecutive days of accumulated vacation leave will be subject to the needs of the Board but will not be unreasonably denied.

Transfer Employee. An employee who is transferred within the NSCS will have his or her accrued vacation leave transferred.

Advancing Vacation Leave. The President may advance vacation leave in an amount not to exceed a total of forty (40) hours. Vacation time earned thereafter will be applied to the negative vacation balance until the advanced amount has been fully reimbursed. Upon separation from employment, employees who have been advanced vacation leave and have not yet paid it back, shall reimburse the Board for all advanced and unreimbursed vacation leave. The Board is authorized to deduct such amount from the final pay. The Chancellor may advance vacation leave to employees located in the System Office.

PAY

Annual pay increases shall only be provided to employees with satisfactory or better performance evaluation reports.

Salary base increases may be paid upon the completion of each academic degree earned after the commencement of employment. Base salary increases will be awarded only on July 1st following completion of the degree program. Official transcripts or other appropriate documentation from the awarding institution must be provided to the Human Resources Office prior to July 1st in order to receive the salary increase. The amount of the salary base increase will be determined by the President, or by the Chancellor for employees in the System Office.

Salary base increases may be paid upon the completion of each certification program approved by the immediate supervisor in writing that relates to the employee's position and better qualifies the employee to perform assigned tasks. The amount of the salary base increase will be determined by the President, or by the Chancellor for employees in the System Office. After providing the salary increase, the Board has the right to continue to require the employee to maintain a current certificate without further compensation.

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An employee assigned by a supervisor to perform the duties of a position in a classification higher than the classification currently held by the employee may receive a temporary pay increase at the discretion of the President, or Chancellor for employees in the System Office.

PERFORMANCE EVALUATION

The President is responsible for determining how and when the performance of employees will be evaluated at the College. The Chancellor is responsible for determining how and when the performance of employees will be evaluated at the NSCS Office.

The purpose of performance evaluations is to promote high levels of achievement; measure, maintain and improve performance; and, provide opportunities for discussion and planning of goals and objectives. Employees will be allowed to participate in the evaluation process and shall be informed of the criteria used to evaluate performance.

PROBATION PERIOD

New employees shall be required to complete a probation period of six (6) months from the date of hire and shall be so notified. Employees who have successfully completed their probation period and thereafter transfer to another position in another classification series or who are permitted to transfer to another College may be required, with sufficient written notice, to satisfy another probation period in the new position.

Extensions. A probationary employee may have the probation period extended for up to an additional six (6) months for reasons of performance, transfer, promotion or leave of absence, at the discretion of the immediate supervisor. The notice of extension will be in writing and will include the specific period of extension. In case of extension for performance reasons the employee will be provided specific performance improvement requirements.

Discharge. Employees may be discharged at any time during the probation period with or without cause. The President or Chancellor will notify the employee in writing of the date the discharge is effective.

RESIGNATION

To resign in good standing, written notice must be given to the campus President or Chancellor, as appropriate, at least ten (10) working days before separation, unless the President or Chancellor agrees to a shorter period.

RETIREMENT PROGRAMS

Voluntary Retirement Settlement Program. Eligible full-time employees (at least .75 FTE) who elect to surrender their right to continued employment and retire on June 30, 2020, shall in exchange for the surrender of such right, receive a financial settlement incentive of twenty-five percent (25%) of their final year base salary with payment to be made in twelve (12) equal monthly installments following termination of employment. An eligible employee must be fifty-five (55) years of age with ten (10) or more years of consecutive service within the NSCS and must provide six (6) months of advanced written notice. Part-time employees (less than .75 FTE) shall not be eligible for this program.

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In addition, the employee will be permitted to remain in the group medical and dental insurance plan offered retirees by Blue Cross/Blue Shield at the time of the employee's retirement. The Board will pay the full cost of such coverage, which includes both the cost the employee would pay if still employed and the cost that the Board pays for such coverage as the employer. Coverage payments will continue for a period of twelve (12) months following retirement. Any COBRA benefits remaining will be available following cessation of the coverage payments. COBRA benefits are not available if the employee elects to enroll in the Direct Bill program. The employee shall be responsible for membership fees required by NSEA.

If the retired employee reaches the age of sixty-five years (65) at any time during the twelve (12) month period of payout, at which time eligibility to participate in the BC/BS retiree plan ceases, the Board will pay an amount equivalent to the full-cost of the NSEA 65-Gold-Plus Medicare Supplemental Plan offered by the NSEA that the employee selects for the payout period remaining.

If death occurs during the payout period, the employee's beneficiaries or estate will receive any remaining incentive payments due under the terms of this program. The medical and dental benefit will terminate upon the date of death.

No employee will be coerced into participating in this Voluntary Retirement Settlement Program, or have his or her employment terminated for the purpose of preventing him or her from becoming eligible to participate.

The Program is intended to be operative through the time period indicated with salary payments and insurance coverage available only during the fiscal year following retirement.

Early Retirement Incentive Program. The Program is designed to encourage the early retirement of eligible full-time (at least .75 FTE) employees by offering an incentive to retire in the form of paid premiums in the group medical and dental health insurance program offered retirees by Blue Cross Blue Shield at the time of the eligible employees' retirement. The payment of premium will continue until the retired employee becomes eligible for coverage under the federal Medicare program, at which time the paid premiums shall cease. Full-time employees who have completed at least ten (10) years of continuous service within the ~~State College System~~ NSCS, and who are sixty (60) years of age or older are eligible to participate in this program upon providing six (6) months of advanced written notice. The employee shall be responsible for membership fees required by NSEA. Part-time employees (less than .75 FTE) shall not be eligible for this program. In order to be eligible for this program, the employee has to meet the five (5) year Educator's Health Alliance continuous coverage requirement. If death occurs during the coverage period, the medical and dental benefit will terminate upon the date of death.

TUITION PROGRAMS

Only full-time (at least .75 FTE) employees are eligible for the following programs. These programs are not available to the immediate family members of employees whose anticipated employment period is less than six (6) months, regardless of FTE employment status. To receive the tuition benefit, employees and immediate family (if applicable) must submit and have approved a tuition remission/waiver request form no later than the tuition payment due date for that term. Benefits will not be provided retroactively for previously ended terms.

Tuition Remission. A sixty-seven percent (67%) tuition remission will be available for employees and immediate family (spouse and children who are twenty-four (24) years of age or younger) members of employees who enroll at a Nebraska State College on a space available basis. The remission does not apply to fees. Although online courses have a single rate, a portion of the rate consists of fees. The remission provided for online courses will be sixty-seven percent (67%) of the equivalent resident tuition rate for an on-campus course. Remissions are subject to the following conditions:

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- a) The employee or immediate family member must be admitted as a student of the College and must have met all normal academic requirements for the courses taken.

Employee Tuition Waiver. Employees will be eligible to enroll for credit in course offerings during non-work hours for one dollar (\$1.00) per course on a space available basis. Enrollment and tuition waiver under this provision will be limited to one (1) course of not more than four (4) credit hours each fall and spring semester, and one (1) summer term. One dollar (\$1.00) covers the cost of tuition for purposes of this waiver program and the one dollar (\$1.00) charge is non-refundable. Any mandatory or applicable fees which are charged with the course enrollment must be paid for by the employee. Although online courses have a single rate, a portion of the rate consists of fees. The waiver provided for online courses will be based on the equivalent resident tuition rate for an on-campus course beyond one dollar (\$1.00). Waivers are subject to the following conditions:

- a) Employees must be admitted as students of the College and must have met all normal academic requirements for the courses taken.
- b) An employee's work schedule may be arranged, with appropriate supervisory approvals, to accommodate enrollment.

Limitation. An employee may not enroll in courses under the two programs described above simultaneously during the same semester. Only one (1) tuition waiver course may be taken per semester by an employee. Tuition remissions and tuition waivers will not apply to already discounted tuition rates for dual enrollment courses.

Policy Adopted: 1/28/77
 Policy Revised: 6/5/93
 Policy Revised: 6/2/06
 Policy Effective: 7/1/09 Approved: 4/17/09
 Policy Effective: 7/1/11 Approved: 3/25/11
 Policy Effective: 7/1/13 Approved: 3/15/13
 Policy Effective: 7/1/15 Approved: 1/21/15
 Policy Revised: 11/13/15
 Policy Effective: 7/1/17 Approved: 3/24/17
 Policy Revised: 11/17/17
 Policy Revised: 6/19/18
 Policy Effective: 7/1/19 Approved: 3/21/19
 Policy Revised: 9/10/20
Policy Effective: 7/1/21 Approved:

Attachment: Revisions to Board Policy 5104 (2832 : Revisions to Board Policies 5102, 5103 and 5104)

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **First and Final Round Approval of Revisions to Board Policy
5404; Retirement; Employees**

Policy 5404 is in need of an update to simplify the language pertaining to retirement eligibility. Employees are eligible for retirement upon reaching the age of 55 years and having completed 10 years of employment in the System. Additional details for the 1/4 sick leave payouts are contained in bargaining agreements and/or other Board policies.

The System Office recommends approval of the Revisions to Board Policy 5404; Retirement; Employees.

ATTACHMENTS:

- Revisions to Board Policy 5404 (PDF)

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POLICY: 5404 Retirement; Employees

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BOARD POLICY

Employees are eligible to retire from the Nebraska State College System upon reaching the age of fifty-five (55) years and having completed ten (10) years of employment in the System. ~~This is important for professional and support staff employees, as this is how it is determined if an employee will be eligible for the ¼ sick leave payout at retirement.~~

~~Full-time and part-time employment shall be counted towards the ten (10) year requirement if in a budgeted position with an FTE allocation. Employment in temporary or student employment is excluded.~~

~~¼ Sick Leave Payout~~

~~When counting the ten (10) years of employment for this benefit:~~

- ~~Count both full-time and part-time employment as long as it was in a budgeted position with an FTE allocation.~~
- ~~Do not count any time worked in temporary or student employment.~~
- ~~The ten (10) years of employment **do not** have to be consecutive. (Reminder to use University Service Date in SAP Date Specifications 0041 to indicate service time less any breaks in service or temporary employment.)~~

~~Support Staff Retirement Programs (Voluntary Retirement Settlement and Early Retirement Incentive)~~

~~When counting the 10 years of service for this benefit:~~

- ~~Count both full-time and part-time employment as long as it was in a budgeted position with an FTE allocation.~~
- ~~Do not count any time worked in temporary or student employment.~~
- ~~The ten (10) years of employment **must** be consecutive/continuous per NAPE Agreement 17.9 and Board Policy 5104.~~

An employee is eligible to access funds from his/her primary TIAA/~~CREF~~ retirement account (403(b) plan) upon separation from employment, upon incurring a disability, or upon reaching seventy-two and one-half (72½) years of age. Primary and secondary TIAA/~~CREF~~ retirement accounts are further described in Board Policy 5405. Employees can also obtain details regarding such “distribution events” by contacting TIAA/~~CREF~~.

Policy Adopted: 6/5/93
 Policy Revised: 3/11/94
 Policy Revised: 1/18/12
Policy Revised:

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: Approve Program Review Recommendations

Per Policy 4200, existing academic programs shall be reviewed every seven (7) years by each College to determine the quality and effectiveness of each program, the efficiency with which each is delivered, and to avoid unnecessary duplication. Each program is evaluated based on the minimum threshold requirements established by the Coordinating Commission for Postsecondary Education (CCPE). Below are the academic programs that have been successfully reviewed for the 2020-2021 academic year and currently meet the minimum CCPE thresholds, along with the subsequent recommendations for continued offering of each.

Chadron State

- Biology/Health Sciences - continue program
- Communication Arts - continue program
- Rangeland Management - continue program
- Social Work - continue program

Peru State

- Liberal Arts - continue program
- Natural Sciences - continue program

Wayne State

- Communication Studies - continue program
- Computer Information Systems - continue program
- Life Sciences - continue program

The System Office recommends approval of the Program Review Recommendations.

ATTACHMENTS:

- 2021 CSC Biology Health Sciences Existing Program Review Report (PDF)
- 2021 CSC Communication Arts Existing Program Review Report (PDF)
- 2021 CSC Rangeland Management Existing Program Review Report (PDF)
- 2021 CSC Social Work Existing Program Review Report (PDF)
- 2021 PSC Liberal Arts Existing Program Review Report (PDF)
- 2021 PSC Natural Sciences Program Review Report (PDF)
- 2021 WSC Communication Studies Existing Program Review Report (PDF)
- 2021 WSC Computer Information Systems Existing Program Review Report (PDF)
- 2021 WSC Life Sciences Existing Program Review Report (PDF)

**CSC Existing Program Review Report 2021
Biology and Health Sciences**

1. Section One: Overview of Program Offerings

Major	Teaching Endorsement	Option	Minor	Degree	Credits
Biology	Biology Education Subject Endorsement (7-12) - 36			BSE	43-45
Biology		Biological Resources		BS	55-61
Biology		General Biology		BS	56-61
Biology		Human Biology		BS	57-61
Biology		Molecular Biology		BS	57-61
Biology		Organismal Biology		BS	57-61
Biology			Biology		21
Biology			Human Biology		20
Biology			Organismal Biology		20-21
Biology			Plant Sciences		20

Major	Teaching Endorsement	Option	Minor	Degree	Credits
Health Sciences		General Health Care		BS	56-64
Health Sciences		Pre-Chiropractic Medicine		BS	66
Health Sciences		Pre-Optometry		BS	66
Health Sciences		Pre-Pharmacy		BS	74
Health Sciences		Pre-Veterinary Medicine		BS	68
Health Sciences		Radiologic Technology		BS	45

These programs are not externally accredited.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Program Analysis

Overview:

Biology at Chadron State College is administratively housed within the Department of Mathematical and Natural Sciences which is found within the School of Business, Mathematics, and Science. Five full-time faculties are assigned to biology. Biology is a diverse subject. The program focuses on cell, plants, animals, and human biology and serves to assist with the Rural Health Opportunities Program (RHOP) associated with the University of Nebraska Medical Center.

Regional Need and Demand for Program:

The program produces graduates who are successfully pursuing careers in health professions, veterinary medicine, research science, and ecological and environmental biology. The faculty in the

biology program are focused on providing a biological education, aligned to national standards that prepares students with the skills, knowledge base, and character for their chosen careers.

The number of majors in Biology and Health Science throughout the 2015-2020 fall semesters averages approximately 195 students in biology. The program averaged 17 graduates per year over this five-year period.

The numbers of declared majors and graduates do not include students who declare a pre-professional program (i.e., pre-nursing, pre-clinical laboratory sciences, pre-radiologic technician) as these students are generally non-degree seeking. These students do enroll in the major courses and are an important part of fulfilling our commitment to meet the health care needs of rural Nebraska.

Efficiency of Offerings:

The faculty in the biology program are focusing their efforts on retention in freshmen courses, after noticing the decline of graduates and overall students in our program. The year to year retention data shows that between the freshman and sophomore years in college at Chadron State is when a majority of the students are leaving the biology program. The faculty are focusing on updating the biology curriculum to meet the needs of the incoming students based upon their knowledge of the biological sciences. Faculty are also updating curricular options to better match graduate and professional school entrance requirements, to allow for transferability, to align with national standards, and the institution's goals stated in the Master Academic Plan.

Findings from Review:

There has been a noticeable decline in the graduation and retention rates. In looking more closely, the trend of losing students between their freshman and sophomore years emerged. We looked at our freshmen courses' D/F/W/I rates, and noticed that they are significantly higher. As a program we plan to address this by changing our curriculum. Currently the freshman courses include Botany and Zoology. Knowing that we are an open enrollment institution, and thus have freshmen with a wide variety of science backgrounds, we thought it wise to start back at the basics with BIO 101 and 102 courses. These courses will focus on the fundamentals of Biology. Bio 101 will cover the cell and tissues. Bio 102 will cover the five kingdoms. These changes to the freshman year will provide a firm foundation for all students in the program. It has been shown that students who have success early on tend to stay in a program. These changes should also provide the students these early successes and improve the freshmen to sophomore retention rates. Even a modest improvement in the freshmen to sophomore retention rates will increase the graduation rates.

Summary:

The Biology discipline is integral to the success of western Nebraska. It is providing education leading students toward much needed careers in rural health care, environmental resource management, science education, and molecular biology/research careers. The Biology/ Health Science programs strive to closely align with the institution's role, mission, and vision to serve the region of Western Nebraska.

Program Resources

Faculty and faculty-related resources:

At this time our faculty staffing is sufficient for the courses offered and the number of students currently enrolled. With the renovation of the Math/Science building (completion date projected to be

Spring 2022) and the revision of our curriculum, we are expecting enrollment to grow. At that point the need for additional faculty members will need to be assessed.

Informational resources (library, technology, data services, etc.):

It has come to our knowledge that the data bases in the library are being cut due to budget constraints. This will greatly impact our ability to teach our courses. Each one of the biology courses has a research paper component. Several of the courses (evolution and our capstone) rely heavily on these resources as they are completely research paper based.

Fiscal resources:

The following requests would support the continuation and growth of the program:

1. Continued funding of the Donor body program. This program allows our students to learn anatomy not in single parts, but how each part is interconnected and works together. The students that have been through this program perform very well in their professional school. It is also a great recruitment tool. The donor body program is often the deciding factor in coming to CSC for our biology students.
2. Updated microscopes. Many of the microscopes still in use in our department are the original scopes purchased when the math and science building opened (1970). They are not user-friendly, are in disrepair, function poorly and degrading quickly. These microscopes are used in every class we offer, and by every student in our program. In order for new scopes to last longer, we would request a classroom set for each lab.
3. Physiology equipment for plants. Physiology equipment for plants, which would be used in Ecology, Botany, Plant Physiology and other plant science classes (potentially including Rangeland plant classes, student research and by the High Plains Herbarium). Water relations measures are appropriate for studying drought and water interaction conditions, for example. Our lack of physiology equipment makes our plant physiology lab much less than it could be, and we have limited ability to do field work in climate change except for tracking species distribution changes (which is very important and we lead the high plains in doing this, thanks to the work of Steve Rolfsmeier).
4. A full time Lab assistant for maintaining living cultures and specimens for laboratory learning, assistance with culture prep for student labs/research, prepping solutions for student labs, gathering specimens, maintaining supplies for lab. This person could also assist the instructors by conducting make-up labs for students that miss their labs (e.g. athletics participation, Covid, other school functions).
5. Funding for undergraduate research. There has been a large push in undergraduate institutions over the past 5 years for getting undergraduate students involved in research throughout their undergraduate education. Currently the opportunity for student research in the biology program is very limited due to funding. We would need funding for supplies to conduct the research and to pay the faculty that would be overseeing the student research.
6. To replace and add a few anatomical models. The current models are in shambles with missing and broken parts from years of use. These models are in desperate need of replacing. There are also models where certain parts cannot be easily seen on the donor bodies. These models

would need to be purchased. There are also too few models per students. The current ratio is about 1 model per 8 students. This makes it very difficult for students to study in class and often must put in substantial hours outside of class to have access to the models. A preferred ratio is 1 model per 2 students.

- A greenhouse to grow and store live plant specimens used in laboratory classrooms, student research, the High Plains Herbarium, and potentially Rangeland courses. Some of the plants used are not easily purchased or rare specimens. Funding for a student worker/release time for a faculty member to maintain these plants would also be needed.

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

	15-16	16-17	17-18	18-19	19-20	5 yr avg	
Student Credit Hours (SCH)	2,867	2,352	2,299	2,042	1,942	2,300.4	
Faculty Full-time Equivalency (FTE)	5.8	5.63	5.05	4.55	5.05	5.22	
SCH/Faculty FTE	494.31	417.76	455.25	448.79	384.55	440.13	
Number of Degrees and Awards <i>(list degrees/awards separately)</i>	BS	20	15	15	15	20	17
	BSE	1	0	0	1	0	.4
	BS (Health Sciences)	3	0	1	0	0	.8

Note: Biology and Health Sciences are two separate majors. However, they have been combined into one comprehensive program review based on the following factors:

- The courses used for the Health Sciences degree are ones that are also utilized in the Biology degrees (BS in Biology and BSE in Biology Education); therefore the SCH and FTE counts make sense to combine. Both academic programs are housed within the Biology Department.
- Few students who select the Health Sciences degree actually graduate from CSC; instead, they transfer to another institution, such as UNMC (RHOP program) prior to graduating and do not take advantage of the opportunity to reverse transfer credits back to CSC to complete the degree. Currently, CSC's five year mean for Health Sciences graduates is .8, which falls below the CCPE threshold, with the Biology mean at 17.4 graduates.

**CSC Existing Program Review Report 2021
Communication Arts**

1. Section One: Overview of Program Offerings

Major	Option	Minor	Degree	Credits
Communication Arts	Interpersonal Communication		BA	51
Communication Arts	Journalism		BA	54
Communication Arts	Public Relations		BA	54
Communication Arts		Interpersonal Communication		21
Communication Arts		Journalism		21
Communication Arts		Public Relations		21

This program is not externally accredited.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Program Analysis

There are ample illustrations of why there remains a need for CSC to have a Communication Program. Throughout this report you will see confirmations of necessity including: geographical location, skills, contribution, high-impact learning and significance to the CSC Mission.

The first validation for the Communication Program is due to the location of Chadron State College. CSC remains the only four-year school to offer Communication courses in the western area of Nebraska. The next closest four-year institution in Nebraska to offer Communication classes would be the University of Nebraska at Kearney which is five hours away from Chadron.

The second justification for the Communication Program at CSC is the continual need for students to be able to speak and write well, both in their personal and professional interactions. Communication abilities continue to be a core skill valued and required for all future employees. Whether a student is majoring in Rangeland Management, Criminal Justice or Biology (or any other major for that matter) students need to be able to communicate efficiently and effectively. In addition to the professional need for communication, our program additionally offers courses to improve and strengthen personal relational competencies. These courses include: Interpersonal Communication, Nonverbal Communication, Conflict Resolution and Mediation, and Relational and Family Communication.

A third rationale for the Communication Program is the amount of contribution that the CA Program brings to Chadron State, both in undergraduate and graduate studies. In regards to undergraduate, Communication courses are strong succors in the Essential Studies Program. Communication courses are offered in several categories of the Essential Studies Program including: First Year Inquiry (FYI), Essential Studies #3, Essential Studies #9 and Essential Studies #10. In relation to graduate studies, the Communication Program provides numerous courses geared toward the Master of Science in Organizational Management. Additionally, while there is not a Master's in Communication, Communication faculty often advise graduate students and/or serve on graduate students' committees.

The fourth need for the Communication Program includes how the program aids in the Chadron State College Mission and utilizes high-impact learning. As per the CSC website, “Chadron State College delivers experiences that foster knowledgeable and engaged leaders and citizens to enrich the High Plains region and beyond” (<https://www.csc.edu/about/accreditation/index.csc>). Within the Communication Program there are numerous classes that correlate with the mission. For example, in Event Planning and Leadership, students volunteer each semester with The Big Event (www.csc.edu/thebigevent). Furthermore, high-impact learning occurs in classes including (but not limited to): News Journalism, Communication Campaigns, and Editing and Design.

In closing, as you go through the additional CCPE documentation, you will understand why the Communication Program remains an asset to CSC. The Communication faculty take great pride in achieving student learning outcomes, implementing high-impact practices and contributing to both the Chadron campus and community.

Program Resources:

Faculty and faculty-related resources:

The Communication faculty are short one tenure-track faculty line.

Informational resources (library, technology, data services, etc.):

Several years ago, the Communication and Mass Media library database was cut. It would be very beneficial to have this database back for both faculty and students: (<https://www.ebsco.com/products/research-databases/communication-mass-media-complete>).

Physical facilities and instructional equipment, if applicable:

If the Communication program expands to include a Media Production option, we will need a media production lab & studio space. In addition, we will need a faculty member to teach these courses and production resources including but not limited to: cameras, microphones, tripods, computers, etc.

Fiscal resources:

Significant fiscal assistance would be needed to incorporate the Media Production option.

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

	15-16	16-17	17-18	18-19	19-20	5 yr avg	
Student Credit Hours (SCH)	2,548	1,959	1,748	1,611	1,609	1,895	
Faculty Full-time Equivalency (FTE)	5.25	4.88	4.88	4.63	4.5	4.83	
SCH/Faculty FTE	485.33	401.43	358.20	347.95	357.56	390.09	
Number of Degrees and Awards <i>(list degrees/awards separately)</i>	BA	11	10	7	7	9	8.8

Location Need:

The Communication program at Chadron State College continues to be the sole four-year degree program offered in the Panhandle of Nebraska. The University of Nebraska at Kearney would be the next closest four-year NE school which is located in Central Nebraska (several hours away from the Panhandle). In regards to out-of-state institutions and locality, Black Hills State University in Spearfish, SD is located in the Black Hills of South Dakota.

Skills Need:

Stated directly, communication skills are needed. As the National Communication Association states, "The ability to communicate is one of the most highly sought skills by employers. In fact, the 2018 National Association of Colleges and Employers (NACE) survey of 201 employers found that the knowledge and skills taught in Communication courses are essential to being hired, regardless of one's major," (<https://www.natcom.org/academic-professional-resources/why-study-communication>).

CSC Contribution Need:

The Communication program at CSC provides both undergraduate and graduate classes. For example, the CA program contributes significantly to Essential Studies. The Communication program has CA courses in the First Year Inquiry (FYI), in ES #3, ES #10 and two recently developed courses for ES #9, Event Planning & Leadership and Constructing Digital Citizenship. In relation to graduate studies, the CA program offers numerous courses for the Masters of Science in Organizational Management. Two courses (out of several) include: Research Process & Practice and Organizational Communication.

CSC Mission & High-Impact Learning Need:

The Community program continually keeps the CSC Mission & MAP (Master Academic Plan) on the forefront. As the CSC mission statement states, "Chadron State College delivers experiences that foster knowledgeable and engaged leaders and citizens to enrich the High Plains region and beyond." The Communication program and faculty take great pride in this mission through high-impact learning such as the student newspaper, *The Eagle* and The Big Event. *The Eagle* newspaper has continued its success as the Best Overall Newspaper in the Northern Plains Collegiate Media Association, first place, 2011-2020. In relation to The Big Event, (www.csc.edu/thebigevent) this student-led day of community service continues to grow and foster new community relations. In 2018, The Big Event expanded to host a Mini Big Event, every fall. Thus, now serving the community both in the fall and spring semesters. Both *The Eagle* and The Big Event are incorporated in high-impact learning CA courses (Event Planning & Leadership and News Journalism and also serve as internship opportunities for numerous students annually.

Alumni Post-Graduation Information:

Graduates from the Communication program succeed in the real-world in a variety of ways. Put simply, the majority of our students become employed and/or go on to graduate school. For instance, alumni currently are in graduate studies including at: The University of Nebraska Omaha, Purdue University, Northeastern Illinois University and Chadron State College. In addition, several have graduated with a graduate degree including from: Chadron State College, the University of Central Missouri and Tulane University.

In regards to the workforce, Communication program alumni are employed locally, regionally and nationally. Locally, CSC continues to be an employment opportunity, specifically for Admissions. Regionally, alumni are working in educational settings including: Western Nebraska Community College and the Scottsbluff and Bridgeport Public School Systems. Additionally, several alumni are working at

regional hospitals including Box Butte General Hospital and St. Franciscan Healthcare. Nationally CA alumni are in a variety of positions including (but not limited to) marketing in Washington and athletic communications in Oregon.

In closing, the Chadron State College Communication program is currently in the initial stages of proposing two new Communication options: Health Communication (in lieu of Interpersonal) and Media Production. With the necessary resources (production equipment, studio space, an additional faculty line, etc.) the Communication faculty believe these program options/revisions will make the program even stronger and more marketable and appealing.

**CSC Existing Program Review Report 2021
Rangeland Management**

1. Section One: Overview of Program Offerings

Major	Option	Minor	Degree	Credits
Rangeland Management	Rangeland Ecology		BS	57
Rangeland Management	Rangeland Equine Management		BS	57
Rangeland Management	Rangeland Fire Management		BS	54
Rangeland Management	Rangeland Livestock Management		BS	55-56
Rangeland Management	Rangeland Wildlife Management		BS	57
Rangeland Management		Agriculture Plant Science		20
Rangeland Management		Animal Science		20
Rangeland Management		Equine Management		21
Rangeland Management		Rangeland Management		21
Rangeland Management		Veterinary Science		19
Rangeland Management		Wildlife Management		21

This program is not externally accredited.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Program Analysis

The Rangeland Management program provides students with the opportunity to earn a Bachelors of Sciences Degree in Rangeland Management. It is a comprehensive degree with students taking a core curriculum of 36 credit hours plus a selected option of an additional 18 to 21 credit hours. At this time there are five options: Rangeland Ecology, Rangeland Wildlife Management, Rangeland Equine Management, Rangeland Livestock Management, and Rangeland Fire Management. Rangeland Fire Management is a 2 + 2 program with Casper Community college in Casper, WY. The majority of students are found within the Rangeland Wildlife and Rangeland Livestock options.

Regardless of option all students graduating from the CSC Rangeland Management program are qualified for the 454 hiring series. The 454 series production is used as a standard by the Range Sciences Education Council (RSEC) and the North American Range University Program Leads (NARUP) to compare programs. Over the past 3 years CSC has continued to produce more 454 qualified graduates than nearly all programs with a Rangeland Management degree on the books. Part of this is due to a reduction of true range degrees with many being restructured to be more broad "natural resources management" type degrees; which results in a removal of course from degree paths that are required for 454.

At CSC we have continued to update our catalog while maintaining alignment with the 454 benchmark. Total enrollment, again looking at RSEC and NARUP data, in the rangeland management program continues to outpace the majority of institutions offering a rangeland management degree, including the accredited programs of land grant institutions. The addition of the career scholarship program in 20 – 21 has created some additional optimism within the program. It is expected that Career Scholarship program will result in increased recruitment of new students into Rangeland Management and the retention of current students.

Enrollment within the program has remained steady over the past five years continuing at a higher level than the years prior, taking into account the slight reduction in total student credit hours in 19-20. Current full time FTE remains above 4.0. The ongoing search for the 20-21 year has put the program in a position in which the FTE of 5.09 is being taught by three full time faculty and two adjuncts. Adjuncts currently teach a total of 15 credit hours combined. This puts a significant additional load on current full time faculty. Furthermore, a limited adjunct pool puts significant pressure on the search committee to successfully fill the vacancy prior to the fall of 2021.

Program Resources

Faculty and faculty-related resources

The Department is currently working to fill the position vacated Spring of 2020; search is ongoing but additional resources may be needed to improve the applicant pool

Informational resources (library, technology, data services, etc.):

Resources are sufficient

Fiscal resources:

Resources are sufficient

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

	Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7		300
Masters	5		300
Specialist	4		300

		15-16	16-17	17-18	18-19	19-20	5 yr avg
Student Credit Hours (SCH)		3,086	3,258	2,877	2,802	2,683	2,941.2
Faculty Full-time Equivalency (FTE)		5.3	5.39	4.51	4.64	5.09	4.99
SCH/Faculty FTE		582.26	604.45	637.92	603.88	527.11	591.12
Number of Degrees and Awards <i>(list degrees/awards separately)</i>	BS	25	24	28	21	25	24.6

In the past five years student hour production has declined slightly from highs in 2015 and 2016 but still exceeds the production from years prior. Degrees awarded from the program have remained steady for the past five years. With the addition of a career scholarship in rangeland management we expect to move from a stable SCH and number of degrees to a growth trend based on student interests.

Looking outside of CSC, data from the Range Science Education council (RSEC) and North American Range University Program Leads (NARUP) range programs across the country have been showing declining trends in enrollment. At CSC have bucked that trend to see growth within the program. Data from RSEC and NARUP show that the Range Management program at CSC continues to have higher enrollment and produce more 454 Series qualified (according to Office of Professional Management: <https://www.opm.gov/policy-data-oversight/classification-qualifications/general-schedule-qualification-standards/0400/rangeland-management-series-0454/>) than all but two universities with a rangeland management program.

From fall 2016 to spring 2020 the program included four full time faculty. In 2020-21 we have been operating with three fulltime faculty. Which is significant as our FTE remains near or above 5.0. While a search is ongoing, there is significant need to fill this vacancy.

CSC Existing Program Review Report 2021 Social Work

1. Section One: Overview of Program Offerings

Major	Option	Minor	Degree	Credits
Social Work	Social Work		BA	57

The CSC Social Work program has been accredited by the Council on Social Work Education (CSWE) since 1993. Students who graduate from Chadron State College in Social Work are prepared for social work practice in a multicultural context within the region, as well as nationally and globally. The challenges of and capacities for addressing human diversity are integrated throughout the social work curriculum. The social work curriculum is also designed to encourage the development of knowledge and skills in collaboration, collegiality, and networking. Graduates of the CSC Social Work program are prepared to provide professional leadership within the region.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Analysis of Program

Social Work Program Accreditation/Standing

A **diploma** indicating graduation from an accredited social work program is required by the State of Nebraska if one uses the title “social worker” or otherwise represents oneself as a social worker. Social work practice is the professional activity of helping individuals, groups, families, organizations, and communities improve, restore, or enhance their capacities for personal and social functioning while applying professional application of knowledge, principles, and methods taught in the CSC Social Work Program. Graduated students are proficient in helping people achieve political, social, and economic justice. CSC has a Social Work major with 48 credit hours specialized in social work and 15 credit hours required from other disciplines, including psychology, justice studies, economics, and human biology. In addition, students must complete essential studies requirements specific to the College.

This program was re-affirmed with the accrediting agency, the Council on Social Work Education (CSWE), eight years ago and will be due for re-accreditation in the fall of 2022. The program averages 10 graduates per year. There are no social work programs other than the CSC program in western Nebraska or western South Dakota. Other social work programs within Nebraska offering accredited social work programs are Nebraska Wesleyan University, Creighton University, Dana College, Union College, University of Nebraska--Kearney, and University of Nebraska--Omaha. The Social Work Program functions with regular meeting input from a local advisory committee that consists of community social workers.

Social Work Program Contributions (examples)

- Students and faculty worked with Justice Studies department to present a conference on child welfare on CSC campus
- Students and faculty worked with Business department and Family and Consumer Sciences program to bring World Food Day events to the campus

- Students and faculty worked with Family and Consumer Sciences program to sponsor a “Poverty Simulation” experience for CSC students.
- Students and faculty worked with Art department in providing presentations in art therapy for Elements of Arts courses.
- Students and faculty assisted in the soliciting and preparation for the Galaxy Speaker, Gary May (disabled veteran).
- Faculty actively engage in student recruitment by visiting high schools and offering recruitment events on campus.
- The senior social work students have presented the following day-long conferences on campus, free of charge to the campus and the public: Child Welfare, Cancer, Bullying, PTSD, Sexual Assault, Sex Trafficking, Hate, and LGBTQ.

Economic Contributions

- Demand for social workers is increasing in Nebraska according to the Nebraska Department of Health and Human Services. Social Work is recognized as one of the major and significant employment growth areas in Nebraska. The consequences of the Covid-19 pandemic, and the subsequent impact on the economy, will likely increase the need for social workers.
- The current United States Department of Labor Occupational Outlook Handbook, job outlook, 2019-2029, predicts job growth for social workers at 13% which is much higher than the average for all occupations which is 4%.
- Nationally, school systems alone will experience a 12% increase in the number of school social workers hired to help with the problems associated with life situation abuses found in communities and families (USD of Labor).
- Practicum site support (internships) for the program includes Black Hills Children’s Home in Rapid City, SD; VA Black Hills Healthcare System at Fort Meade and Hot Springs, SD; Crest View Care Center, Chadron NE; Rosebud Sioux Tribe Education Department, Rosebud SD.; Family Rescue Services, Chadron, NE; Northwest Community Action in Chadron, NE; High Plains Development Corp in Chadron; Lusk, Wyoming Women’s prison; Torrington, Wyoming Men’s Prison; Torrington, Wyoming Children’s Home; Department of Social Services, Rapid City, South Dakota; Bethany Adoption Services, Rapid City, South Dakota; the Pine Ridge Indian Reservation, and others.
- SW students are required to participate in 40 hours of community volunteer work as part of their education. Volunteer locations include Special Olympics, domestic violence hotline, Head Start, Community Action, Camp Norwesca, food pantry, school mentoring and after school programming, English as a Second Language instruction at Job Corp., as well as a number of long-term senior care facilities.

Service Region Contributions (examples)

- The Social Work Club has regularly raised money for at-risk families in the area, including a family on the Rosebud Indian Reservation whose home had been vandalized by a gang. Every year, students in the Social Work Club raise money to support a community project or to specifically help someone in need. The Social Work Program, in order to maintain its accreditation with the Council on Social Work Education, is required to have an active Social Work Club.
- Social work students, as a portion of their curriculum requirements, individually volunteer a minimum of 40 hours to community work. In addition, students support NASW-NE to promote legislation that NASW-NE deems important for the well-being of at-risk citizens of Nebraska.

- SW students annually attend a legislation training conference in Lincoln, Nebraska, which is designed by the legislature as a social work student only program. CSC students are joined by social work students from across eastern Nebraska for this two-day event.

Overall, the Social Work Program at Chadron State College is recognized by many social service agencies in the tri-state area of northwest Nebraska, northeast Wyoming, and southwest South Dakota as vital to the work done at their agencies. Graduates of the Social Work Program at CSC fill numerous skilled social work positions that otherwise would likely go unfilled or filled with individuals not professionally trained to do the work required of the agency.

Program Resources

CSC Resource Contribution

Chadron State College meets the needs of the Social Work Program. The Council on Social Work Education (CSWE) has explicit requirements that Chadron State College must meet in order to have an accredited social work program. Colleges and universities must pay annual fees to house a social work program. They must also have a full-time program director and a full-time field director. Each of these positions must have included in their work load three hours of release time. Thus, the College must agree that the program director and the field director each carry nine hours of classes with three release hours for a total 12 credit hour load per semester. The College must also assure that the program is financially progressive and that as many resources as are expected by CSWE are readily available, including up to date library resources which are fundamentally necessary for the education of social work students. The College is also responsible to encourage and financially support to the extent possible opportunities for the social work faculty to experience continuing education.

Regarding the Field Education Program, the College is expected to support the costs necessary for the field director to fulfill the duties of his position. The Field Program depends on the field director establishing a close working relationship with agency supervisors and social workers. To do this, the field director—while certainly relying on such technology as Zoom and Skype—must nevertheless travel to agencies that can be as far as 250 miles from the campus. A school vehicle is always available for these trips, and at no time has the field director been prohibited from travelling to an agency if he deemed it critical to the development of an internship.

There are times when office help might be beneficial to the program. However, while program-designated personnel help is not always available, the College does provide for work-study students to assist the program—though there are semesters when work-study students are not available. Specifically, designated office assistance is welcomed, especially when the program is preparing documentation materials for CSWE re-accreditation.

Community Resource Contribution

Chadron State College is fortunate to be involved in a community that recognizes the importance and value of the wealth of resources that a major academic institution provides. The social work program has benefitted greatly from the relationship the College has built with the community. In the last three years, over \$30,000 has been donated to the social work program. Approximately half of that amount has been set aside for the program to continue offering meaningful conferences free of charge to the

community. Since 2008, the seniors in the Social Work Professional Program have presented a fall conference, bringing to the community and the campus outstanding speakers and political figures.

Summary Resource Comments

The Social Work Program has adequate support from the College to allow it to meet its major resource needs. With the last CSWE accreditation visit, the CSWE site visitors found that the College met all the standards for social work education.

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

		15-16	16-17	17-18	18-19	19-20	5 yr avg
Student Credit Hours (SCH)		740	758	813	771.00	738.00	764
Faculty Full-time Equivalency (FTE)		2.34	2.21	2.21	2.21	2.09	2.21
SCH/Faculty FTE		316.24	342.99	367.87	348.87	353.11	345.82
Number of Degrees and Awards <i>(list degrees/awards separately)</i>	BA	7	10	10	12	9	9.6

This program is the only Social Work Program serving the greater two-thirds of Western Nebraska, as evidenced by annual increasing student enrollment numbers. In addition, student majors develop, organize, coordinate and host an annual Social Work Conference every year that addresses a timely topic (i.e., Human Trafficking in Nebr., The Element of Racial/Ethnic Hate). This conference is attended by hundreds working within the service professions in Western Nebraska.

The Chadron State College Social Work Program is the only social work program in the Northeast Wyoming, South-Central South Dakota, and Northwest Nebraska area. The nearest four-year college is in Spearfish, SD, Black Hills State University, and they do not offer a BSW degree. Nor is a BSW degree available at CSC's two sister colleges, Wayne State and Peru State. There are two community colleges nearby, but social work courses cannot be taught at that level.

The CSC Social Work Program regularly places interns in social service agencies in the three-state area mentioned above, including the following: Lusk, Wyoming Women's Prison, Torrington, Wyoming Men's prison, Nebraska Department of Health and Human Services, Capstone (forensic interviewing of children), the Black Hills Children's Home of South Dakota, Drug and Alcohol, Adoption Services, School Systems, Veterans Homes, hospitals and hospice agencies in Rapid City, South Dakota, in Chadron, Nebraska, and in Scottsbluff, Nebraska. These agencies do not represent the full scope of internship placements for the Program, but they do provide examples of the scope of services in which social work interns can be placed. Furthermore, it is rare when a graduating class of BSW-level students are not all employed before graduation.

**PSC Existing Academic Program Review Report 2021
Liberal Arts**

1. Section One: Overview of Program Offerings

Major	Option, Concentration, Focus Area or Endorsement	Minor	Degree	Credits
Liberal Arts	Core with 2 Concentration Areas: <ul style="list-style-type: none"> • Art • Music • History/Political Science • English/Journalism • Science/Math • Sociology/Psychology/Anthropology 	N/A	BA	57

This program is not externally accredited

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Program Analysis

Overview

The Liberal Arts major builds on the College's broad general education foundation and allows for student flexibility in concentration fields of interest. At Peru State College, the Liberal Arts degree is sought out primarily by students that have switched programs. Students start one program, gain a significant amount of credit then find passion in another discipline. Students who graduated with this option indicated that they would most likely have left college if this major was not available.

Students in the program must complete a core of 15 hours, along with the selection of two concentration areas, 21 hours each. Overall the coursework used for this degree program must be at least 50% upper-division level, and a capstone class is required in one of the two concentration areas. The concentration areas include music, art, English/journalism, history/political science, science/math, and sociology/psychology/anthropology. This design fits a student's needs who may have changed their major late in their college careers, while providing rigor in distinct liberal studies disciplines.

Assessment

The Liberal Arts program also requires one capstone course in one of the concentration areas. This program is assessed as part of individual concentration areas and has not indicated any program concerns. One finding was to advise students of the capstone requirement early in selecting this major so that students can complete discipline capstone courses. Professors advise students in one of the concentration fields to alleviate this concern.

Future Directions

One idea under consideration by the department is to expand the number of concentration areas to include more offered programs online. This expansion would increase the potential number of students who could adopt this area of study. The current additional course requirements for earning a BA is a limiting factor to students selecting this program.

Program Resources

Faculty and faculty-related resources:

Faculty support for this academic program come from existing programs. At the current level of student enrollment in this program, faculty resources are sufficient. It is a program that increases the efficiency of concentration areas without adding FTE to the college programs.

Informational resources (library, technology, data services, etc.):

Library, learning management system (Blackboard), and data service resources are adequate for current programming.

Physical facilities and instructional equipment, if applicable:

Classrooms for lectures have all been equipped with multiple modes and technologies for instruction. The colleges' method for the upkeep of those technologies is sufficient for program needs. Classroom resources are adequate.

Fiscal resources:

The Liberal Arts program does not require additional financial resources to operate within the college's existing program structure. Faculty development and student research are conducted through each concentration area.

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

		15-16	16-17	17-18	18-19	19-20	5 yr avg
Student Credit Hours (SCH)		NA	NA	NA	NA	NA	NA
Faculty Full-time Equivalency (FTE)		NA	NA	NA	NA	NA	NA
SCH/Faculty FTE		0	0	0	0	0	0
Number of Degrees and Awards <i>(list degrees/awards separately)</i>	B.A.	5	0	1	2	2	2

Due to the interdisciplinary nature of this program, there are no SCH/FTE thresholds to meet, and the threshold of degrees for the 5-year mean is set at two (2), rather than seven (7). Therefore, the program meets the established CCPE requirements.

**PSC Existing Academic Program Review Report 2021
Natural Science**

1. Section One: Overview of Program Offerings

Major	Option, Concentration, Focus Area or Endorsement	Minor	Degree	Credits
Natural Science	Biochemistry		BA, BS	57-58
Natural Science	Biology		BA, BS	55-56
Natural Science	Disease and Human Health		BA, BS	56-57
Natural Science	Nuclear Technology (operators license needed)		BA, BS	67
Natural Science	Wildlife Ecology		BA, BS	57
Natural Science		Biology		21
Natural Science		Chemistry		20
Natural Science	Biology Subject Endorsement (6-12)		BA, BS	42
Natural Science	Chemistry Subject Endorsement (6-12)		BA, BS	42
Natural Science	Science Field Endorsement (6-12)		BA, BS	49

This program is not externally accredited.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Program Analysis

Overview

The Natural Science program also provides the majority of support for the preprofessional programs: Pre-Clinical Perfusion, Pre-Cytotechnology, Pre-Dental, Pre-Dental Hygiene, Pre-Medical, Pre-Medical Lab Science, Pre-Mortuary, Pre-Nursing, Pre-Optometry, Pre-Osteopathic Medicine, Pre-Pharmacy, Pre-Physical Therapy, Pre-Physician Assistant, Pre-Podiatric Medicine, Pre-Radiography, Pre-Respiratory Therapy, Pre-Veterinary Medicine.

Natural Science Program Mission and Goals

The mission of the Natural Science program distills and embodies the mission of Peru State College. The mission is to cultivate our students' scientific, analytical, and intellectual capacity by directly fostering and mentoring independent inquiry, knowledge, and discovery in the biological, chemical, and physical sciences. This mission is pursued through rigorous instruction, personal attention, and an aggressive undergraduate-based research program.

Our institutional role is to provide comprehensive and general studies course work in the physical and life sciences, including specialized courses of study leading to baccalaureate (BS/BA) degrees and teaching endorsements in biology, chemistry, and natural science. We provide the scientific and intellectual foundation for advanced training in science, veterinary medicine, and the human health professions.

Our ultimate goal is to establish a national reputation of academic excellence and leadership in undergraduate preparation for professional and graduate study, undergraduate research

opportunities, and faculty development. Departmental goals are divided into two groups that reflect our dual responsibilities for pedagogy and public stewardship.

Pedagogical Goals

1. Maintain and expand our unique experiential mentored approach to undergraduate science by integrating faculty professional development as a pivotal element of the teaching environment.
2. Instill in our students the six hallmarks of a general liberal education:
 - A. effective communication;
 - B. computer literacy;
 - C. independent critical thought;
 - D. intellectual capacity for change;
 - E. preparation to assume social and civic leadership roles; and,
 - F. the ability to pursue intellectually, ethically, aesthetically, and physically rewarding lives.
3. Produce Natural Science graduates who demonstrate the following:
 - A. baccalaureate-level mastery of scientific vocabulary and concepts appropriate to their major discipline of study;
 - B. the ability to utilize the scientific method in problem-solving;
 - C. the ability to critically evaluate scientific ideas and data and incorporate new information in a synthetic context; and,
 - D. an ability and proclivity for life-long learning.

Public Stewardship Goals

1. Acquire faculty and infrastructure sufficient to maintain a 4-year timeline for all degree-seeking majors.
2. Produce at least 15 graduates each academic year. Increase graduate production to maintain current efficiency as additional faculty and resources are allocated.
3. Maintain overall advancement rates above 50%.
4. Secure resources appropriate to provide significant opportunities for student research and faculty development.

Assessment of Student Learning

The Natural Science program goals are assessed in the program capstone. Based on these assessments, the program met and exceeded target measures in each of the four objective areas. Analysis of the measurements indicates that the percentage of students that didn't meet the target threshold has also decreased in each objective.

Program Resources

Faculty and faculty-related resources:

Increases in the number of students within the program have pushed faculty resources to their limit. This increase has mandated that the college provide upper-division coursework at a greater frequency. In turn, the growth has resulted in moving most non-major general education coursework to the online format where adjuncts can be used. Since some students desire on-campus classes, there is a great need for additional faculty in the Natural Sciences.

Informational resources (library, technology, data services, etc.):

Library, technology, and data service resources are adequate for current programming and research.

Physical facilities and instructional equipment, if applicable:

Classrooms for lectures have all been equipped with multiple modes and technologies for instruction. The colleges' method for upkeep of those technologies is sufficient for program needs. Laboratories are in the greatest need of instructional equipment. Physics and Chemistry are slowly building resources for the number of students within the program. The number of stations possible due to equipment sets would have exceeded lab capacity this year if the lab was not split this year due to COVID classroom limits. The program is establishing a ranked needs list of resources. Students in mentored research are limited in space.

Fiscal resources:

Fiscal resources continue to be a challenge for the program. Allocated fiscal resources have improved minimally and at the expense of other programs in the Arts and Sciences. The faculty in the Natural Sciences have used Student Engagement Enhancement funds as well as professional development funds to supplement the fiscal needs of the department.

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

	15-16	16-17	17-18	18-19	19-20	5 yr avg	
Student Credit Hours (SCH)	4,191	3,734	4,271	3,964	3,867	4,005	
Faculty Full-time Equivalency (FTE)	8	8	9	8	9.542	9	
SCH/Faculty FTE	523.88	466.75	474.56	495.5	405.26	445	
Number of Degrees and Awards (list degrees/ awards separately)	B.S.	18	19	26	14	25	20.4

Since our last review, we have added one full-time faculty member and established a Rural Health Opportunity Program partnership program with the University of Nebraska Medical Center. The five-year average for the number of graduates jumped from 11.0 students in our 2011 review to a mean of 20.4 degrees per year in 2020. The credit hour production per full-time equivalency remains high at 445 SCH/FTE. The added students in the Natural Science program demonstrate strong demand for this program by students in Nebraska and this institution. Facilities usage efficiency, especially in the laboratory spaces, has increased too.

When addressing the public stewardship goals, staffing is in critical need for the program. The increase in the number of Natural Science students has mandated an increase in the number of and frequency of upper-division program offerings. This growth has also limited the number of on-campus offerings of General Education courses without restricting students who require the course as part of their program's General Education requirement. The increase in FTE from the previous report of 6.4 to the current five-year mean of 9.0 also demonstrates a strong need for the program and its services. One FTE was a full-time campus faculty member, while the remaining increase results from an increase in the program's online general education offerings.

**WSC Existing Program Review Report 2021
Communication Studies**

1. Section One: Overview of Program Offerings

Major	Option, Concentration, Focus Area or Endorsement	Minor	Degree	Credits
Communication Studies	Communication Studies		BA/BS	36/48
Communication Studies	Organizational Leadership & Public Relations		BA/BS	36/48
Communication Studies	Theatre Arts		BA/BS	36/48
Communication Studies		Digital Film Production		21
Communication Studies		Promotion and Media		21
Communication Studies		Communication Studies		21
Communication Studies		Theatre		21
Communication Studies	Supplemental Endorsement-Speech			21
Communication Studies	Supplemental Endorsement-Theatre			24

This program is not externally accredited.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Analysis of Program

The Communication Studies program continues to be strong and meets the CCPE thresholds in both SCH/Faculty FTE and number of Degrees Awarded. The program focuses on quality undergraduate courses in interpersonal communication, small group communication, organizational communication, communication theory, public relations, organizational leadership, intercultural communication, health communication, communication ethics, and public speaking. It requires a capstone course as part of its core curriculum which assesses program curriculum, development and student success. The findings from the course indicate that students are highly satisfied (as high as 100%) with courses offered and delivered.

Students feel well prepared for their careers (90%) and are gainfully employed in their degree area. Students are attending graduate school in law, ministry, speech pathology, and communication studies, with 30% of graduating seniors continuing their education in graduate school. In addition, 60% of the undergraduate students are participating and presenting papers at communication conferences in the state, region and nation every year. Further, over 60% of the students participate in Lambda Pi Eta, the communication honor society. The program now offers a Public Relations Student Society of America club and Civic Leadership Club in which students connect with other University chapters, research public relations cases, local leadership, and develop internships. Recently, 2019, the program changed its name to Communication Studies to better reflect the variety of the courses we offer. This change will encourage more enrollment.

The program has steadily grown over the past five years. The 2020 major/minor report indicates 53 majors, 50 minors and 7 Theatre education students. It also supports four General Studies courses. This is a dramatic change from 5 years ago when it had only one general studies course. Two of the General Studies courses are in communication and two are in theatre.

The Communication Studies program is assessed annually. The program uses the senior portfolio as the direct measure, and exit interviews and senior seminar surveys for the indirect measures. Based on assessment findings, students are highly satisfied with their programs of study. They feel well prepared for their careers and are gainfully employed in their degree area. The program has 30% of its graduating seniors continue to graduate school.

Program Resources:

Faculty and faculty-related resources

We continue to grow in majors and minors. The faculty are teaching overloads each term. We need two faculty lines; one in theatre and one in communication studies to support our general studies and major courses.

Informational resources (library, technology, data services, etc.)

Resources are currently sufficient

Physical facilities and instructional equipment, if applicable

Resources are currently sufficient

Fiscal resources

Department appears to be funded adequately

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

		15-16	16-17	17-18	18-19	19-20	5 yr avg
Student Credit Hours (SCH)		4,273	3,737	3,922.5	4,410	4,956.5	4,260
Faculty Full-time Equivalency (FTE)		12.13	10.90	10.34	11.63	12.31	11.46
SCH/Faculty FTE		352	343	379	379	403	372
Number of Degrees and Awards <i>(list degrees/ awards separately)</i>	BA	0	1	1	4	6	2.4
	BS	14	11	10	13	3	10.2

**WSC Existing Academic Program Review Report 2021
Computer Information Systems**

1. Section One: Overview of Program Offerings

Program Description Table:

Major	Concentration	Minor	Undergraduate	Credit Hours
Computer Information Systems	Integrated Technology Support Concentration		BA, BS	57
Computer Information Systems	Networking Concentration		BA, BS	57
Computer Information Systems	Programmer/Analyst Concentration		BA, BS	57
Computer Information Systems	Web Analyst Concentration		BA, BS	57
Computer Information Systems		Computer Information Systems		21

This program is not externally accredited.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Analysis of Program:

The Computer Information Systems program exceeds the 5-year average SCH/Faculty FTE threshold of 300 by a considerable margin (449). The Computer Information Systems program exceeds the 5-year average number of degrees awarded threshold of 7 by a considerable margin (a combined BA and BS number of 18.2):

The numbers of students for the Computer Information Systems academic program are growing (numbers in parentheses indicate students with a second major in Computer Science in addition to their primary major):

	CIS Majors	TOTAL
Spring 2015	63 (5)	68
Spring 2016	71 (6)	77
Spring 2017	71 (7)	78
Spring 2018	71 (6)	77
Spring 2019	74 (6)	80
Spring 2020	82 (11)	93
Fall 2020	90 (10)	100

A combination of factors and forces have shown signs of the potential for propelling continued growth in enrollment in computing academic programs:

STEM (Science, Technology, Engineering, and Mathematics initiatives are generating interest in computing degree programs among prospective students

- A variety of other organizations and initiatives (for example: 4-H youth programs, robotics competitions, Hour of Code, Girls Who Can Code, etc.) are exposing young students earlier in their pre-college years to experiences that will continue to help drive the students' interest.
- Popular culture has continued to elevate access to technology and the requisite expertise to make use of the technology as desirable characteristics, thus driving interest in computing.
- Parents, guidance counselors, and others who have the potential to influence prospective students' choices of career fields have increasingly come to view careers related to computing as significant and potentially lucrative.
- The employment outlook for the range of Computer information Systems careers has been consistently positive and promising.
- The new Growing Together Cooperative Education program has increased interest and awareness in computing academic programs at WSC.
- The increasing base of WSC Computer Information Systems alumni has helped to spread the word about the academic program and continues to create opportunities for current students and graduates.

The Computer Information Systems academic program is essential to delivery of the Computer Science academic programs as well as to other academic programs at Wayne State College:

- Due to the highly integrated nature of the Computer Science program and the Computer Information Systems program, the delivery of Computer Information Systems courses is essential for the Computer Science program. The current computing core in the Computer Science program contains a mandatory 15 credit-hours of Computer Information Systems courses and the course work beyond the core also contains an additional 3 credit-hours of Computer Information Systems course work. In addition, Computer Information Systems courses are options for upper-division, committee-approved electives in the Computer Science degree program. Without the Computer Information Systems courses in the Computer Science degree program, additional courses would have to be created specifically for the Computer Science program, thus potentially creating the need for additional resources.
- Students from a variety of majors, including Computer Science majors, elect to minor (or add a second major) in Computer Information Systems, which would not be possible if the Computer Information Systems program did not exist. There are also Computer Science courses in the Information Technology Supplemental Endorsement taken at the undergraduate and graduate levels by educators.

Program Resources

Faculty Resources:

The academic programs offered by the Computer Technology and Information Systems (CTIS) Department, including the Computer Information Systems academic program components, are delivered by five full-time faculty members, plus one adjunct faculty member who regularly teaches for the department. In addition to delivering the Computer Information System program components listed above, the department also delivers the Computer Science program, a Management Information Systems minor, and several service courses taken by students from other

majors and minors. At the current time, faculty resources for the Computer Information Systems program are adequate.

Faculty-related Resources:

Each full-time faculty member is provided their own faculty office. Each faculty member is provided with appropriate informational resources, technology resources, data resources, instructional resources, and fiscal support (as discussed below). Office support for CTIS faculty (reception, mail handling, ordering, office supplies inventory management, room reservation management, event support, etc.) are provided by the main School of Business and Technology office staff. Wayne State College provides numerous training opportunities for faculty during a typical academic year.

Library/Information Resources:

General Resources: The Conn Library building underwent a total building renovation that was completed in 2017. The redesigned building now provides a variety of different learning spaces. Features include:

1. Sixteen small group and individual study rooms that are available for students.
2. Three technology-infused, easily reconfigurable teaching classrooms.
3. Tutoring services supervised by the Holland Academic Success Center

The Library is open approximately 90 hours weekly, serves approximately 224,000 students, staff, faculty and community members annually. The library's information desk provides in person and telephone reference services and instruction 60 hours weekly. Librarians provide over 200 information literacy instruction classes or guest speaking sessions annually to Wayne State College students and area high schools. Interlibrary loan arrangements with state colleges and universities as well as with libraries throughout the nation have ensured that materials not housed in the collection can be made available within an average of two to three working days.

The campus network provides off and on campus access to the library's catalog, Discovery system, and dozens of databases. More than 40,000 journal titles are available in full text from the library's journal database subscriptions. Over 350,000 monographic and 1,200 periodical titles are housed in the Conn Library Collection.

CTIS-Specific Information/Library Resources: In addition to the resources listed above, the CTIS program students and faculty routinely make use of a number of resources that are appropriate for supporting CTIS coursework and other program activities. CTIS students have access to 609 computer science journals in electronic form as well as hundreds of books and e-books.

Library personnel provide both general and discipline-specific instructional sessions to CTIS majors, freshman-level computer literacy courses, capstone senior seminar courses, and several other selected courses. The CTIS discipline-specific sessions acquaint CTIS students with the many computing and information system resources available in the various areas of the library. In addition, the library provides individualized advice and assistance to WSC students and faculty.

Each year multiple CTIS faculty participate in the materials selection group for Computing areas. They provide purchase and acquisition recommendations to the Wayne State College Library staff. In addition, several CTIS faculty also participate in a similar group for business resources; many of the reference disciplines for CTIS are represented in the business materials.

Technology Resources:

CTIS faculty are provided with a high-performance office computer equipped with dual monitors. The faculty offices also have the necessary equipment for faculty members to do basic teleconferencing (Zoom, etc.). A digital (Voice-over-IP) telephone with advanced capabilities is provided to each faculty office. Each faculty member also has at least one additional computing device (laptop, tablet, etc.) to support their instructional activities. High-speed Internet access is provided via the campus network and a wide range of general-purpose and specialized software is available to faculty. Printing, scanning, and e-mail capabilities are also provided. A sophisticated Learning Management System (LMS) is provided for delivery of online instruction as well as for support of traditional face-to-face courses and hybrid course delivery. The CTIS Department relies heavily upon the excellent support provided by WSC's Network and Technology Services (NATS) area due to the technologically-dependent nature of the courses that we teach.

Data Resources:

The faculty of the CTIS Department are provided access to a considerable amount of internal data via the various systems and applications accessible through the "My WSC" branded portal available over the college network. Monthly reports regarding departmental budget status are provided to the CTIS Department Chair. Various other reports are provided to the CTIS Department and its faculty throughout the year by a range of functional offices at WSC. The CTIS Department is also able to access a considerable number of external data sources via the Internet and technology capabilities provided to each faculty member. Examples of such internal reports and external data sources include:

- Major-Minor Reports (which show enrollment status of Concentrations and Endorsements)
- QAR reports (that show data and information regarding key institutional and program variables and metrics)
- Admissions Reports
- Course Enrollment History Reports
- Faculty Load Reports
- Student Migrations Between Academic Program Reports
- Print and Photocopying Services Usage Reports
- Academic Calendar Reports (and updates)
- Reports to Support Specific Academic Committee Activities (for example, Promotion and Tenure Applications)
- Reports to Support Specific Departmental Activities (for example, List of Departmental Library Holdings and Utilization Rates, for review of library materials to be continued or discontinued)
- Various Career Services Reports (Internships, Job Placement, Salary Levels of Placed Students, etc.)
- H3 Reports (High Demand, High Skill, High Wage Positions)
- Occupational Outlook Handbook (from United States Bureau of Labor Statistics)
- Reports of the Joint Curriculum Task Force for Computer Science (and other computing degree areas' respective tasks force)
- Nebraska State College System Resources and Policies
- Reports and Resources from the Nebraska Coordinating Commission for Postsecondary Education (CCPE)
- Transfer Evaluation System (TES) Reports and Access
- Various Reports from State of Nebraska Departments and Agencies

- Data sets and Reports from Various Us Government Departments and Agencies
- Reports and Resources from the Higher Learning Commission (HLC)

Physical Facilities:

The CTIS Department has its faculty offices in Gardner Hall. At the end of the 2018 calendar year, the new \$15.2 million Center for Applied Technology (CAT) building on the Wayne State College campus was completed. The opening of that new building added a new computer lab, a new networking lab, a new computer hardware lab, and a new robotics lab for the CTIS Department's use. Those facilities were in addition to the excellent facilities that the CTIS Department continues to use in Gardner Hall. The CAT building facilities extend beyond those labs added for the CTIS Department and support other programs.

Instructional Equipment:

The construction and equipping of the new Center for Applied Technology (CAT) building has enhanced the range and quantity of instructional equipment available to the CTIS Department in delivering academic programs. Each of the new laboratory rooms in that building has new instructional furnishings and state-of-the-art audio-visual equipment to support instruction. The CTIS Department, with the support of WSC's Network and Technology Services area, has continued to maintain and periodically upgrade its instructional equipment in Gardner Hall as well. Classrooms in both the CAT building and Gardner Hall have projection capabilities. The new labs in the CAT building have lecture-capture capabilities and sophisticated instructor-student interaction capabilities. WSC currently supports the Canvas Learning Management System (LMS) and it is available for the support of online courses, hybrid courses, and traditional face-to-face courses. Gardner Hall computer labs are equipped with 20 student computers and one instructor computer. The computer lab in the CAT building is equipped with 24 student computing stations and a computer for the instructor. The various other classrooms and labs in Gardner Hall and the CAT building have equipment appropriate for what is being taught in those rooms.

CTIS Department Budget:

The CTIS Department has a modest departmental budget that is used to support the recurring costs, necessary periodic, equipment upgrades, required service contracts, supplies expenditures, faculty travel, and other appropriate costs. When combined with the other fiscal resources (mentioned below), the budget has adequately and successfully supported the CTIS Department during the period addressed by this report's time frame.

Other Fiscal Resources:

The CTIS Department has benefitted from funding allocations from the School of Business and Technology to support important needs and initiatives. In addition, CTIS faculty have been relatively consistent in their ability to successfully pursue internal grant funding opportunities at WSC for strategically important initiatives. At various times in its history, the department has received funding for major initiatives from WSC. The close working relationship that the CTIS Department has with WSC's Network and Technology Services area has allowed for many opportunities for synergistic arrangements that have conserved fiscal resources while enhancing faculty and student access to technologies that enhanced their educational opportunities.

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

		15-16	16-17	17-18	18-19	19-20	5 yr avg
Student Credit Hours (SCH)		1,583	1,673	1,527	1,744	2,040	1,713
Faculty Full-time Equivalency (FTE)		3.91	3.71	3.61	3.78	4.06	3.81
SCH/Faculty FTE		405	451	423	462	502	449
Number of Degrees and Awards <i>(list degrees/awards separately)</i>	BA	0	1	0	0	0	0.2
	BS	20	15	19	18	18	18.0

**WSC Existing Program Review Report 2021
Life Sciences Program**

1. Section One: Overview of Program Offerings

Program	Teaching Endorsement	Concentration	Minor	Degree	Credits
Life Sciences	Biology Education Subject Endorsement (7-12) - 36			BA/BS	42-43
Life Sciences	Science Education Field Endorsement (7-12) - 48				52
Life Sciences		Biology		BA/BS	55-56
Life Sciences		Biology - Food Science		BA/BS	55-56
Life Sciences		Health Sciences		BA/BS	55-56
Life Sciences		Medical Laboratory Science		BA/BS	55-56
Life Sciences		Mortuary Science		BA/BS	53-54
Life Sciences		Respiratory Therapy		BA/BS	53-54
Life Sciences			Biology		20
Life Sciences			Environmental Studies		20

This program is not externally accredited.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Program Analysis

Program assessment

We assess our Life Sciences program annually. We use two direct measures and one indirect measure for program assessment. The direct measures include graded BIO 469/470 Senior Presentation or Research Project capstone course grades as well as an assessment exam that is administered during students 1st and last semesters of their 4 year program. The indirect method is exit information including self-reported acceptance to graduate schools, medical schools and entry into the job market.

Curriculum overview and goals

The Life Sciences/Biology major offers courses to students preparing for further study in medicine, dentistry, nursing, physical or occupational therapy, medical laboratory science, mortuary science, respiratory therapy and other allied health fields. The Life Science/Biology major provides students with career choices in biotechnology, wildlife management, public health, agronomic industry, organismal biology, environmental biology or biology education.

Courses in Biology offer majors and non-majors the background required to think critically about the role of the living world in their lives.

Programmatic concerns based on assessment of program

The Life Sciences programs continue to serve 30-40 graduates a year and supports other programs and students on campus. The continued strong enrollment into this program is a result of students' desire to enter STEM fields and receive a rigorous education and training using modern equipment.

Program Summary

In the Life Sciences Department, we foster a climate of intellectual curiosity. Student develop crucial laboratory skills that are applicable to a variety of science and health fields. Our science labs are among the best in the state and are used regularly by a range of classes to complete a rigorous science curriculum under the supervision of our distinguished faculty. The Carhart Science Building features biological, physical, and chemical science laboratories with cutting-edge equipment, while our human cadaver lab provides students the opportunity to learn about human anatomy and physiology beyond the books. Our new Anatomage Tables are 3D, life-sized, interactive anatomy tools that allow you to virtually dissect cadavers, to prepare for health care professions. Anatomy students will also have access to a lab that features human cadavers.

An additional uncommon feature of our program is that our Life Science majors must complete either an internship or a wet-lab based research project prior to their graduation. With the help of our career services offices, students set up internships that provide at least 50 hours of hands-on experience in their chosen field. Other students opt for a research experience that is guided by either or own faculty or in recognized undergraduate research experiences at tier 1 research institutions. In all cases, students must defend their research or a scientific concepts that was recognized during their internship experience.

Many of our students go on to medical and dental school, as well as various other health programs such as physician assistant and physical therapy. Other students go on to jobs in industry or natural resource conservation. Some students go on to graduate school and become researchers and faculty members at major universities. Our faculty frequently hear back from graduates who praise the preparation they received at Wayne State College.

Program Resources

Faculty and faculty-related resources

Seven of our eight current faculty are tenured or tenure-track while the eighth member is at "Instructor" level having more than 20 years teaching experience at Wayne State College. The faculty are:

- Professor Doug Christensen (Ph.D., University of Nebraska-Lincoln)
- Professor Mark Hammer (Ph.D., Iowa State University)
- Professor Robert McCue (Ph.D., Tulane University)
- Professor Shawn Percy (Ph.D., Washington State University)
- Associate Professor Danielle Peekenschneider (Ph.D., University of South Florida)
- Assistant Professor Jillian Wormington (Ph.D., Oklahoma State University)
- Assistant Professor Michael Mutehart (Ph.D., Northwestern University)
- Instructor Buffany DeBoer (M.S., Wayne State College)

All full-time faculty members in the department have their own offices adjacent to the teaching and research labs on 2nd floor of the Carhart Science.

Informational resources

Wayne State College has excellent information resources available to all students including those in Life Science. The primary information resource employed by the Life Science program, however, is the information technology support provided by Wayne State College Network and Technology Services (NATS). NATS is invaluable in the planning, acquisition, and trouble-ticket service of hardware and software systems. Additionally, our library houses a number of science based journals in hard-copy, has access to virtually any science journal through inter-library loans and many prominent research publications are available free to the public over the internet.

Physical facilities and instructional equipment

The current physical facilities and instructional equipment are outstanding for a rural undergraduate institution.

Our Department is housed in a fairly recently renovated Carhart Science building which houses a broad range of cutting edge research and teaching equipment. This technology has been acquired through a combination of internal funding, gifts and various grants including a National Institute of Health grant.

Our equipment and technology package includes but is not limited to:

- Thermal Cyclers (qRT-PCR and standard)
- Gel imager
- DNA sequencing system
- High-Pressure Liquid Chromatography (HPLC)
- Standard and IR spectrophotometers
- Vertical and Horizontal Gel Electrophoresis
- Shaking and Standard Incubators
- Steam Cabinets
- 96 well plate readers (standard and florescent detection)
- Bead baths
- Stomacher
- Type II biosafety cabinets
- Fume hoods
- Calorimeters
- Nuclear Magnetic Resonance (NMR).
- Analytical balances
- Flow Cytometer (will arrive soon).
- Tissue culture facility
- Ultra low freezers
- Floor model and table top centrifuges
- Liquid nitrogen storage
- Semi-dry blotters
- Epi-florescent microscope
- Scanning electron microscope

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

		15-16	16-17	17-18	18-19	19-20	5 yr avg
Student Credit Hours (SCH)		6,454	6,339	6,008	5,645	6,098	6,109
Faculty Full-time Equivalency (FTE)		15.90	15.77	14.87	14.17	15.01	15.14
SCH/Faculty FTE		406	402	404	398	406	403
Number of Degrees and Awards <i>(list degrees/awards separately)</i>	BA	0	0	0	0	0	0.0
	BS	22	40	35	29	41	33.4

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **Approve Continuation of History Program at Chadron State College with Annual Monitoring**

Per Policy 4200, existing academic programs shall be reviewed every seven (7) years by each College to determine the quality and effectiveness of each program, the efficiency with which each is delivered, and to avoid unnecessary duplication. Each program is evaluated based on the minimum threshold requirements established by the Coordinating Commission for Postsecondary Education (CCPE). Should a program not meet the established thresholds, Nebraska Statute 85-1414 establishes the expectation for the institution and its governing board to complete an in-depth review. Programs continued by the governing board shall be further monitored by the governing board which shall report the status and process of the monitoring to the CCPE.

During its last review, the History Program at Chadron State College did not meet the required minimum 5-year mean threshold for number of graduates for baccalaureate programs, which is seven (7). The program has completed an in-depth review and has recommended continuation of the program. The findings of that review are provided to the Board in the attached report for approval and subsequent submission to the CCPE for consideration for continuation of the program.

The System Office and Chadron State College support the findings of the in-depth review and the recommendation for continuation of the program. For each of these in-depth reviews, the Colleges are asked to outline strategies/approaches for continuing to improve enrollments and graduate production in the future, which warrants ongoing assessment and evaluation by the Board. An annual review of enrollment and graduate numbers will be shared with the Board each Spring term to monitor progress of the program's growth related to these recruitment efforts.

The System Office and Chadron State College recommend approval of the Continuation of History Program at Chadron State College with Annual Monitoring.

ATTACHMENTS:

- 2021 CSC History Existing Program Review Report with In-Depth Review (PDF)

NSCS Existing Program Review Report 2021 History

1. Section One: Overview of Program Offerings

Major	Teaching Endorsement	Option	Minor	Degree	Credits
History	History Education Subject Endorsement (7-12) - 36			BSE	42
History		History		BA	36
History			History		18

This program is not externally accredited.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Program Analysis

The faculty members within the CSC History program have established clear student learning outcomes that scaffold curricular goals by course level (100, 200, 300, 400). The History program assessment plan has been in place in its current form for the past seven years and program assessment data has been collected, scored (using common rubrics), and stored in Tk20 at scheduled intervals for the 200-, 300-, and 400-level courses. Additionally, the program's students who pursue the history education endorsement have been required since September 2015 to take the national Praxis II content knowledge exam in World and US History and receive a grade of at least 147 in order to receive Nebraska state certification. As a result, the program enjoys an unusually robust data set upon which to draw for review.

The history faculty meets together twice during each academic year to review and discuss this assessment data. The data suggests that one of the program's strengths is that its students annually perform at levels consistent with program expectations at each level of assessment. Indeed, over the past two years, steady gains in student learning have been observed both in the program-level assessments and in the reported Praxis II exam results for graduating history education students. Another strength is the significant emphasis placed within the program upon the development of critical thinking and written communication skills among its majors and minors, growth that is supported by the program's assessment data and signifies the leading role that the program has taken to prepare its graduates for success in the workplace and leadership in the communities in which they will eventually live.

At the same time, the program notes with concern the declining enrollment trends that have impacted the history major not just at CSC but also nationwide over the past five years. While the program continues to reach a large number of CSC students through its large footprint in the general studies curriculum, our Essential Studies Program (ESP), it is clear that efforts must be made within the program to reaffirm the value of the history major and minor to potential students and their families. The CSC History faculty members are committed to this endeavor.

Program Resources

The CSC History program is currently comprised of three tenure-track faculty members. At current College and program enrollment levels, this number is sufficient to provide an appropriate depth and breadth of regional, national, and world history coverage, meeting the demands to support the existing history major, minor, education endorsements, Essential Studies Program (ESP), and the graduate focus area in history within the Master of Arts in Education (MAE). A recent full-time hire in Political Science has relieved the temporary stress placed on the program when it needed to provide additional graduate-level course offerings in order to facilitate timely graduation of its graduate students. A pool of adjunct instructors has also been cultivated in order to meet unanticipated online and face-to-face teaching needs should they arise. Meanwhile, the current faculty is willing to continue its ongoing practice of teaching large 100-level classes within the ESP in order to minimize the fiscal impact of their lower-enrolled upper-division and graduate-level history courses.

The History program is supported by an assigned library liaison who assists faculty members in reviewing and updating history-related holdings and electronic database subscriptions. The current coronavirus pandemic has prompted a thorough review of instructional technology resources, leading to the acquisition of additional video conferencing cameras and video displays for the classrooms most frequently used by history faculty. It is anticipated that these types of technology upgrades will continue. Heretofore, the fiscal resources have been available to support such purchases. Pandemic-related spending freezes, budget cuts, and declining enrollment trends make it difficult to gauge whether to expect the same (or similar) level of financial support for faculty development and high-impact faculty/student travel that existed prior to the 2019-2020 academic year. If it does not resume, it will likely impact the ability of the current full-time history faculty to maintain currency in disciplinary knowledge and in the scholarship of teaching and learning.

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

		15-16	16-17	17-18	18-19	19-20	5 yr avg
Student Credit Hours (SCH)		2,107	1,862	1,827	1,642	1,598	1,807.2
Faculty Full-time Equivalency (FTE)		3.14	3.25	3.38	3.76	2.63	3.23
SCH/Faculty FTE		671.02	572.92	540.53	436.70	607.60	565.75
Number of Degrees and Awards	BA	9	7	2	3	3	4.8
	BSE	2	1	2	1	0	1.2
<i>(list degrees/awards separately)</i>							

4. Section 4 (Option A): Justification and Evidence of Need

The History program at Chadron State College supports members of the CSC community (students, faculty, staff) and important constituencies throughout northwestern Nebraska and the High Plains region in a number of important ways. These include:

- Supporting the CSC Essential Studies Program in its mission to “provide an integrated, coherent learning experience to prepare students for a life of responsible inquiry.”
- Supporting the CSC Education program in its mission to “prepare candidates to use current pedagogical methods that impact student learning in [the] candidate’s respective content area of study.”
- Supporting CSC’s partnership with the Mari Sandoz Heritage Society and its mission to “honor the land and the people about [whom] she wrote: Native Americans, ranchers, farmers, and the people who settled the High Plains Country.”
- Supporting history majors and minors by providing training and expertise in local and regional history and associated historical sites (i.e., Fort Robinson, Fur Trade Museum, Chimney Rock) with the potential for future employment.

Several of these points are discussed in greater detail below.

Program is critical to the role and mission of the institution

Chadron State College’s mission is to “deliver experiences that foster knowledgeable and engaged leaders and citizens to enrich the High Plains region and beyond.” Rigorous and critical investigation of the past familiarizes students with human institutions that continue to have bearing on present-day awareness. As William H. McNeill argues, critical engagement with history “broad[ens] our humanity and extend[s] our sensibilities.”¹ This expansion contributes to a self-awareness that helps prepare for meaningful engagement in our world. The CSC history program makes a significant contribution to the development of a reflective and informed citizenry through its coursework and also through its sponsorship of co-curricular activities and events such as the Martin Luther King Commemoration and National History Day.

Program contains courses supporting general education or other programs

Chadron State College’s general education program is called its “Essential Studies Program.” The Essential Studies Program (ESP) is comprised of courses covering five broad categories: First-Year Inquiry, Skills, Modes of Inquiry, Personal and Social Responsibility, and Capstone Integration; the CSC history program and its faculty offer courses in four of the five. The ESP is built and assessed around twelve (12) student learning outcomes (SLO); of these, the CSC history program contributes most significantly in SLO 8 (Human Behavior-Social Sciences) and SLO 9 (Civic Engagement). The history program also sponsors one of CSC’s most successful study abroad programs through its ESP course (HIST 402/CAP 469B) titled “Cuba Libré.” A new study away course (ANTH 430), titled “Biking USA,” in which faculty and students will travel across the continental U.S. by bicycle and train, was created by a member of the history faculty, although its debut has been postponed due to the ongoing coronavirus pandemic.

Within CSC’s education program are several endorsements, academic areas, concentrations, and focus areas that are supported exclusively or significantly by CSC history courses:

¹ William H. McNeill, “Why Study History,” *Papers of The American Historical Association* (1985) available at: <http://www.historians.org/about-aha-and-membership/aha-history-and-archives/archives>

- Among the many options within the **Bachelor of Science in Education (Secondary)** are two such endorsements:
 - 1) **Subject Endorsement in History, Grades 7-12** (33 of 39 required credits, or **85%**, are HIST courses; if a student were to elect to take 6 elective credits of ANTH to complete the endorsement, then **100%** of these courses would have been taught by history faculty)
 - 2) **Field Endorsement in Social Science, Grades 7-12** (24 of 60 required credits, or **40%**, are HIST courses; additionally, 3 required credits in SS and 6-9 required credits in ANTH are taught by history program faculty, making the actual impact greater: 33-36 of 60 required credits, or **55%-60%**)
- Among the options within the **Bachelor of Science in Education (Middle Level)** is one titled **Middle Level Education Academic Area in Social Sciences, Grades 5-9** (9 of 24 required credits, or **38%**, are HIST courses; additionally, there is a 3-credit ANTH option; since all ANTH courses are taught by history program faculty, that is potentially 12 of 24 credits, or **50%**)
- Among the areas of concentration within the **Bachelor of Science in Education (Field Endorsement in Elementary Education, Grades K-8)** is a **Social Science Area of Concentration** (3 of 9 required credits, or **33%**, are HIST courses; additionally, there are two HIST courses among the list of five electives, from which students must select two; thus, there is potential for all 9 required credits, or **100%**, to be HIST courses)
- Among the five options within the **Master of Arts in Education (MAE)** is a **focus area in History** (9 of 36 required credits, or **25%**, are HIST courses; additionally, these students must earn 18 elective graduate credits in either HIST, Political Science, or ANTH, meaning that a student could potentially take as many as 27 credits, or up to **75%** of the total degree requirements for the MAE in History, from history faculty)

Program provides unique access to an underserved population or geographical area

Chadron State College is the only public four-year college or university in western Nebraska. The 2010 U.S. Census lists the population of the Nebraska “Panhandle,” most of which is made up of rural communities, as 87,789. The nearest four-year Nebraska institution to Chadron is the University of Nebraska–Kearney (UNK), which is 311 miles away. Admittedly, there are other four-year institutions in neighboring states that may be equally close to CSC for many Panhandle residents (e.g., South Dakota School of Mines & Technology and Black Hills State University in South Dakota, the University of Wyoming, and the University of Northern Colorado), there are numerous inherent advantages to those same residents in attending a Nebraska college or university. Furthermore, CSC’s role as an open-enrollment institution provides access to a greater percentage of potential college students than most of the aforementioned schools; by extension, the CSC history program provides unparalleled access to citizens seeking a bachelor’s degree in history (or history education) when compared to any other available options.

Program meets a unique need in the region, state, or nation

The CSC history program makes many and varied contributions to the vitality and diversity of CSC inside the classroom, across the campus, and into the community and world. For example, CSC’s history faculty members have been instrumental in planning and hosting the annual Pilster Lecture and Mari Sandoz Conference in collaboration with the Mari Sandoz Heritage Society. These same faculty members have conducted significant research, published numerous articles, and given many public presentations on topics related to the history of the people who live (or have lived) within the CSC

service region. Efforts to revitalize CSC's American Indian Studies minor over the past five years has led to increased enrollment in these courses.

Overall, the CSC History program plays a vital role in supporting the mission and vision of the College. CSC's mission states that the institution "delivers experiences that foster knowledgeable and engaged leaders and citizens to enrich the High Plains region and beyond." The mission statement of the History program includes a parallel idea: "The History program contributes to the vitality of the College and the region by providing an educational experience for students who are preparing for a life of thoughtful engagement in a global society." CSC's Master Academic Plan (MAP) is centered on three priorities: People, Purpose, and Place.

The History program and its faculty are committed to upholding each of these priorities through continuous improvement in teaching and academic advising, ongoing incorporation of high-impact learning activities, and sponsorship of co-curricular activities, events, and student leadership organizations. Among its faculty are experts in western U.S. history who have developed and maintained important relationships with local, statewide and regional leaders interested in preserving the rich history of the northwest Nebraska and the High Plains. History faculty play leading roles in assisting CSC students with planning and carrying out important annual events on campus such as the CSC Powwow, Constitution Day, National History Day, and Martin Luther King, Jr. Day Commemoration. The CSC History is a key supplier of highly qualified middle- and high-school history teachers throughout the CSC service region.

During the past few years, CSC History faculty have worked with College Relations staff members to create new marketing materials for distribution by Admissions recruiters that appeal to potential history majors.. They have also become more visible when CSC hosts the Western Nebraska district's National History Day for middle school and high school students each March (although that has been temporarily curtailed by a pivot to virtual events during the coronavirus pandemic).

The History program's recruitment and retention goals are closely aligned with the institution's Strategic Enrollment Management Plan (SEMP); for example, to retain approximately 70% of students from Year 1 to Year 2. One of the program's most historically (no pun intended) successful strategies for recruitment has been to maintain a strong footprint in first-year courses, hoping to attract students with undeclared majors through dynamic teaching and student-centered mentorship. The CSC History program faculty will continue to explore new avenues for program revitalization throughout the current semester (Spring 2021).

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **Approve Continuation of Computer Science Program at Wayne State College with Annual Monitoring**

Per Policy 4200, existing academic programs shall be reviewed every seven (7) years by each College to determine the quality and effectiveness of each program, the efficiency with which each is delivered, and to avoid unnecessary duplication. Each program is evaluated based on the minimum threshold requirements established by the Coordinating Commission for Postsecondary Education (CCPE). Should a program not meet the established thresholds, Nebraska Statute 85-1414 establishes the expectation for the institution and its governing board to complete an in-depth review. Programs continued by the governing board shall be further monitored by the governing board which shall report the status and process of the monitoring to the CCPE.

During its last review, the Computer Science Program at Wayne State College did not meet the required minimum 5-year mean threshold for number of graduates for baccalaureate programs, which is seven (7). The program has completed an in-depth review and has recommended continuation of the program. The findings of that review are provided to the Board in the attached report for approval and subsequent submission to the CCPE for consideration for continuation of the program.

The System Office and Wayne State College support the findings of the in-depth review and the recommendation for continuation of the program. For each of these in-depth reviews, the Colleges are asked to outline strategies/approaches for continuing to improve enrollments and graduate production in the future, which warrants ongoing assessment and evaluation by the Board. An annual review of enrollment and graduate numbers will be shared with the Board each Spring term to monitor progress of the program's growth related to these recruitment efforts.

The System Office and Wayne State College recommend approval of the Continuation of Computer Science Program at Wayne State College with Annual Monitoring.

ATTACHMENTS:

- 2021 WSC Computer Science Existing Program Review Report with In-Depth Review (PDF)

**WSC Existing Academic Program Review Report 2021
Computer Science**

1. Section One: Overview of Program Offerings

Program Description Table:

Major	Concentration or Endorsement	Minor	Undergraduate	Credit Hours
Computer Science	Computer Science		BA, BS	57
Computer Science		Computer Science		21
Computer Science	Information Technology Supplemental Endorsement PK-12			15

There is no current state and/or national program accreditation of this program at this time.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Analysis of Program:

The Computer Science academic program exceeded one of the CCPE thresholds and missed meeting the other threshold by only a very slight margin:

- The five-year average for student credit hour production per full-time equivalent faculty (SCH/Faculty FTE) is 413, which exceeds the CCPE Revised Threshold of 300. This is considerably higher for this criterion than the 360 value reported in the 2014 program review.
- While the 5-year average of number of undergraduate degrees awarded in the Computer Science program is 6.2, which is slightly below the CCPE Revised Threshold of an average of 7 degrees awarded, the Computer Science academic program has not shown a dramatic drop in number of students completing the program. In fact, the 6.2 value represents considerable improvement from the 4.8 value for this metric found in the 2014 program review.
- The presence of a strong Computer Science program at Wayne State College enhances the real and perceived range of academic programs that are offered by the Nebraska State College System. Peru State College has a program in Computer and Management Information System and Chadron State College has a Business Information Systems Minor, but neither institution has a Computer Science academic program.

The Computer Science academic program has been relatively stable over the past five academic years and recently has exhibited signs of growth. The preliminary snapshot and final reports from Fall 2020 show a considerable recent increase in the number of Computer Science majors, as compared to previous years (numbers in parentheses indicate students with a second major in Computer Science in addition to their primary major):

	CSC Majors	TOTAL
Spring 2015	30 (1)	31
Spring 2016	31 (2)	33
Spring 2017	34 (4)	38
Spring 2018	28 (4)	32
Spring 2019	33 (4)	37
Spring 2020	37 (2)	37
Fall 2020	55 (1)	56

A combination of factors and forces have shown signs of the potential for propelling continued growth in enrollment in computing academic programs, especially in Computer Science:

- STEM (Science, Technology, Engineering, and Mathematics --of which Computer Science is a part) initiatives are generating interest in Computer Science among prospective students.
- A variety of other organizations and initiatives (for example: 4-H youth programs, robotics competitions, Hour of Code, Girls Who Can Code, etc.) are exposing young students earlier in their pre-college years to experiences that will continue to help drive the students' interest.
- Popular culture has continued to elevate access to technology and the requisite expertise to make use of the technology as desirable characteristics, thus driving interest in computing.
- Parents, guidance counselors, and others who have the potential to influence prospective students' choices of career fields have increasingly come to view careers related to Computer Science as significant and potentially lucrative.
- The employment outlook (as discussed in Section 4) for Computer Science careers has been consistently positive and promising.
- The new Growing Together Cooperative Education program has promoted Computer Science and increased interest and awareness in Computer Science at WSC.
- The increasing base of WSC Computer Science alumni has helped to spread the word about the academic program and continues to create opportunities for current students and graduates.

The Computer Science academic program is essential to enrollments in the Computer Information Systems (CIS) academic programs (as well as to other academic programs as described in Section 4):

- Without Computer Science, the successful Computer Information Systems programs at Wayne State College would not be as visible and easily discoverable by prospective students and transfer students. People find WSC CIS programs via the term "computer science".
- Due to the highly integrated nature of the Computer Science program and the Computer Information Systems program, the delivery of Computer Science courses is essential for the CIS program which has a common computing core and has four concentrations. The current computing core in that program contains a mandatory 9 credit-hours of Computer Science courses and each concentration also contains Computer Science credit-hours. In addition, Computer Science courses are options for upper-division, committee-approved electives in the Computer Information Systems degree program. Without the Computer Science courses in the Computer Information Systems program, additional courses would have to be created specifically for the Computer Information Systems program, thus creating the need for additional resources.
- The strong numbers in Computer Information Systems academic programs are due in part to students who came to WSC as Computer Science majors and then switched to CIS programs

because they discovered that their interest and passion falls more within CIS. Below are current number of majors in the CIS program (numbers in parentheses indicate students with a second major in CIS in addition to their primary major).

	CIS Majors	TOTAL
Spring 2015	63 (5)	68
Spring 2016	71 (6)	77
Spring 2017	71 (7)	78
Spring 2018	71 (6)	77
Spring 2019	74 (6)	80
Spring 2020	82 (11)	93
Fall 2020	90 (10)	100

The 5-year average of number of BA and BS undergraduate degrees awarded in Computer Information Systems during the period addressed by the current program review cycle is 18.2, which is well over double the minimum CCPE Revised Threshold of 7 degrees required. Collectively, the two integrated degree programs of Computer Science and Computer Information Systems produced the following levels of graduates in each year of the program review period (BA and BS combined):

	<u>15-16</u>	<u>06-17</u>	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>	5-year Total	5-year Average
Computer Science	5	8	5	7	6	31	6.2
Comp. Info. Syst.	20	16	19	18	18	91	18.2
Total	25	24	24	25	24	122	24.4

- Some Computer Science majors elect to major or minor in Computer Information Systems to enhance their range of academic preparation and provide added employment flexibility.
- Students from a variety of majors, including Computer Information Systems majors, elect to minor in Computer Science, which would not be possible if the Computer Science program did not exist. There are also Computer Science courses in the Information Technology Supplemental Endorsement taken at the undergraduate and graduate levels by educators.

The elimination of Computer Science as an academic program would result in very little direct or indirect cost savings due to how extensively resources are shared between it and the other academic programs with which it integrates. The high level of integration of Computer Science courses within those academic programs makes delivery of all of the integrated programs very efficient and makes it very difficult to restrict or discontinue the Computer Science academic programs without significantly impairing the other successful programs.

Program Resources:

Faculty and faculty-related resources:

Faculty Resources:

The academic programs offered by the Computer Technology and Information Systems (CTIS) Department, including the Computer Science academic program components, are delivered by five full-time faculty members, plus one adjunct faculty member who regularly teaches for the

department. In addition to delivering the Computer Science program components listed above, the department also delivers the Computer Information Systems program, a Management Information Systems minor, and several service courses taken by students from other majors and minors. At the current time, faculty resources for the Computer Science program are adequate.

Faculty-related Resources:

Each full-time faculty member is provided their own faculty office. Each faculty member is provided with appropriate informational resources, technology resources, data resources, instructional resources, and fiscal support (as discussed below). Office support for CTIS faculty (reception, mail handling, ordering, office supplies inventory management, room reservation management, event support, etc.) are provided by the main School of Business and Technology office staff. Wayne State College provides numerous training opportunities for faculty during a typical academic year.

Informational resources (library, technology, data services, etc.):

Library/Information Resources:

General Resources: The Conn Library building underwent a total building renovation that was completed in 2017. The redesigned building now provides a variety of different learning spaces. Features include sixteen small group and individual study rooms that are available for students, three technology-infused, easily reconfigurable teaching classrooms, and tutoring services supervised by the Holland Academic Success Center.

The Library is open approximately 90 hours weekly, serves approximately 224,000 students, staff, faculty and community members annually. The library's information desk provides in person and telephone reference services and instruction 60 hours weekly. Librarians provide over 200 information literacy instruction classes or guest speaking sessions annually to Wayne State College students and area high schools. Interlibrary loan arrangements with state colleges and universities as well as with libraries throughout the nation have ensured that materials not housed in the collection can be made available within an average of two to three working days.

The campus network provides off and on campus access to the library's catalog, Discovery system, and dozens of databases. More than 40,000 journal titles are available in full text from the library's journal database subscriptions. Over 350,000 monographic and 1,200 periodical titles are housed in the Conn Library Collection.

CTIS-Specific Information/Library Resources: In addition to the resources listed above, the CTIS program students and faculty routinely make use of a number of resources that are appropriate for supporting CTIS coursework and other program activities. CTIS students have access to 609 computer science journals in electronic form as well as hundreds of books and e-books.

Library personnel provide both general and discipline-specific instructional sessions to CTIS majors, freshman-level computer literacy courses, capstone senior seminar courses, and several selected courses at levels in between those levels. The CTIS discipline-specific sessions acquaint

CTIS students with the many computing and information system resources available in the various areas of the library. In addition, the library provides individualized advice and assistance to WSC students and faculty.

Each year multiple CTIS faculty participate in the materials selection group for Computer Science. They provide purchase and acquisition recommendations to the Wayne State College Library staff. In addition, several CTIS faculty also participate in a similar group for business resources; many of the reference disciplines for CTIS are represented in the business materials.

Technology Resources:

CTIS faculty are provided with a high-performance office computer equipped with dual monitors. The faculty offices also have the necessary equipment for faculty members to do basic teleconferencing (Zoom, etc.). A digital (Voice-over-IP) telephone with advanced capabilities is provided to each faculty office. Each faculty member also has at least one additional computing device (laptop, tablet, etc.) to support their instructional activities. High-speed Internet access is provided via the campus network and a wide range of general-purpose and specialized software is available to faculty. Printing, scanning, and e-mail capabilities are also provided. A sophisticated Learning Management System (LMS) is provided for delivery of online instruction as well as for support of traditional face-to-face courses and hybrid course delivery. The CTIS Department relies heavily upon the excellent support provided by WSC's Network and Technology Services (NATS) area due to the technologically-dependent nature of the courses that we teach.

Data Resources:

The faculty of the CTIS Department are provided access to a considerable amount of internal data via the various systems and applications accessible through the "My WSC" branded portal available over the college network. Monthly reports regarding departmental budget status are provided to the CTIS Department Chair. Various other reports are provided to the CTIS Department and its faculty throughout the year by a range of functional offices at WSC. The CTIS Department is also able to access a considerable number of external data sources via the Internet and technology capabilities provided to each faculty member. Examples of such internal reports and external data sources include:

- Major-Minor Reports (which show enrollment status of Concentrations and Endorsements)
- QAR reports (that show data and information regarding key institutional and program variables and metrics)
- Admissions Reports
- Course Enrollment History Reports
- Faculty Load Reports
- Student Migrations Between Academic Program Reports
- Print and Photocopying Services Usage Reports
- Academic Calendar Reports (and updates)
- Reports to Support Specific Academic Committee Activities (for example, Promotion and Tenure Applications)

- Reports to Support Specific Departmental Activities (for example, List of Departmental Library Holdings and Utilization Rates, for review of library materials to be continued or discontinued)
- Various Career Services Reports (Internships, Job Placement, Salary Levels of Placed Students, etc.)
- H3 Reports (High Demand, High Skill, High Wage Positions)
- Occupational Outlook Handbook (from United States Bureau of Labor Statistics)
- Reports of the Joint Curriculum Task Force for Computer Science (and other computing degree areas' respective tasks force)
- Nebraska State College System Resources and Policies
- Reports and Resources from the Nebraska Coordinating Commission for Postsecondary Education (CCPE)
- Transfer Evaluation System (TES) Reports and Access
- Various Reports from State of Nebraska Departments and Agencies
- Data sets and Reports from Various US Government Departments and Agencies
- Reports and Resources from the Higher Learning Commission (HLC)
- and numerous other sources

Physical facilities and instructional equipment:

Physical Facilities:

The CTIS Department has its faculty offices in Gardner Hall. At the end of the 2018 calendar year, the new \$15.2 million Center for Applied Technology (CAT) building on the Wayne State College campus was completed. The opening of that new building added a new computer lab, a new networking lab, a new computer hardware lab, and a new robotics lab for the CTIS Department's use. Those facilities were in addition to the excellent facilities that the CTIS Department continues to use in Gardner Hall. The CAT building facilities extend beyond those labs added for the CTIS Department and support other programs.

Instructional Equipment:

The construction and equipping of the new Center for Applied Technology (CAT) building has enhanced the range and quantity of instructional equipment available to the CTIS Department in delivering academic programs. Each of the new laboratory rooms in that building has new instructional furnishings and state-of-the-art audio-visual equipment to support instruction. The CTIS Department, with the support of WSC's Network and Technology Services area, has continued to maintain and periodically upgrade its instructional equipment in Gardner Hall as well. Classrooms in both the CAT building and Gardner Hall have projection capabilities. The new labs in the CAT building have lecture-capture capabilities and sophisticated instructor-student interaction capabilities. WSC currently supports the Canvas Learning Management System (LMS) and it is available for the support of online courses, hybrid courses, and traditional face-to-face courses. Gardner Hall computer labs are equipped with 20 student computers and one instructor computer. The computer lab in the CAT building is equipped with 24 student computing stations and a computer for the instructor. The various other classrooms and labs in Gardner Hall and the CAT building have equipment appropriate for what is being taught in those rooms.

Fiscal resources:CTIS Department Budget:

The CTIS Department has a modest departmental budget that is used to support the recurring costs, necessary periodic, equipment upgrades, required service contracts, supplies expenditures, faculty travel, and other appropriate costs. When combined with the other fiscal resources (mentioned below), the budget has adequately and successfully supported the CTIS Department during the period addressed by this report's time frame.

Other Fiscal Resources:

The CTIS Department has benefitted from funding allocations from the School of Business and Technology to support important needs and initiatives. In addition, CTIS faculty have been relatively consistent in their ability to successfully pursue internal grant funding opportunities at WSC for strategically important initiatives. At various times in its history, the department has received funding for major initiatives from WSC. The close working relationship that the CTIS Department has with WSC's Network and Technology Services area has allowed for many opportunities for synergistic arrangements that have conserved fiscal resources while enhancing faculty and student access to technologies that enhanced their educational opportunities.

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

	Number of Degrees/Awards in Program	SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

	15-16	16-17	17-18	18-19	19-20	5 yr avg
Student Credit Hours (SCH)	812	831	893	947	1,104	917
Faculty Full-time Equivalency (FTE)	1.88	1.92	2.31	2.44	2.56	2.22
SCH/Faculty FTE	432	433	387	388	431	413
Number of Degrees and Awards	BA	0	0	0	0	0.0
	BS	5	8	5	7	6.2

The Computer Science Program exceeds the 5-year average SCH/Faculty FTE threshold of 300 by a considerable margin (413). There has been consistent and significant growth in Student Credit Hours during the 5-year period with 2019-2020 SCH representing a 26.44% increase over 2015-2016 SCH. The 5-year average of the number of Computer Science degrees awarded was 6.2 which falls only very slightly short of the CCPE minimum standards of 7.0 for that metric; however, as stated above, enrollments are growing.

Overall, the presence of a strong Computer Science program at Wayne State College enhances the real and perceived range of academic programs that are offered by the Nebraska State College System. Peru State College has a program in Computer and Management Information System and Chadron State College has a Business Information Systems Minor, but neither institution has a Computer Science academic program.

4. Section 4 (Option A): Justification and Evidence of Need

Program importance to the role and mission of the institution and the State College System:

In addition to its primary role of serving the needs of students and providing a high-quality, affordable educational opportunity to them, the presence of a Computer Science academic program at Wayne State College helps the institution and the Nebraska State College System (NSCS) meet the needs of a variety of other internal and external stakeholders and stakeholder groups:

- The ever-increasing role of computing, information technology, and related technologies in almost all other academic fields, in the operations of almost all organizations, and in daily life in general continues to drive the need for Computer Science academic programs, courses, and educators, as well as for Computer Science professionals to operate, support, and manage the ever-widening range of technologies and uses. As a public institution, Wayne State College responds to such needs. Various external stakeholder companies count on Wayne State College to have students in the area of Computer Science to potentially fill internships and/or cooperative education experiences and to provide graduating students in that area to fill employment opportunities.
- The Computer Science program is an important component in multiple existing articulation agreements with community colleges and other institutions. It also offers the potential for the development of future articulation agreements with other academic institutions. Wayne State College attracts the interest of multiple transfer students each year due to the presence of the Computer Science program.
- The presence of a Computer Science program on the WSC campus provides a vital capability ensuring the potential for development and delivery of service courses for other majors, minors, endorsements, and concentrations on campus as computer science and related technologies continue to play an increasingly important role in life sciences, physical sciences, mathematics, industrial technology, construction technology, criminal justice, pre-professional programs, geography, graphics design, journalism, business administration, education, research, and a variety of other academic areas.
- Career Academies in the WSC Service Region count on Wayne State College to have a Computer Science academic program as an extended pathway component for their students.
- The presence of a strong Computer Science program at Wayne State College enhances the real and perceived range of academic programs that are offered by the Nebraska State College System. Peru State College has a program in Computer and Management Information System and Chadron State College has a Business Information Systems Minor, but neither institution has a Computer Science academic program.
- The Wayne State College Network and Technology Services (NATS) office benefits from the Computer Science academic program on campus both in terms of the program being a potential source of long-term, full-time employees as well as its role in providing a supply of qualified

student workers for NATS part-time employment. Over 80% of NATS employees have been graduates of CTIS Department computing academic programs.

- The presence of a Computer Science academic program at WSC has allowed numerous projects to be performed for real-world clients in the WSC service region using the talents of Computer Science students. A portion of these projects have been for Service Learning projects, thus supporting WSC's Service Learning efforts as well. For example, WSC students did a web development project for a Nebraska tourism promotion and economic development group that promotes the "Outlaw Trail" and Highway 12 Scenic By-Way across northern Nebraska and the towns and businesses along that route. Another project created a website and intranet for a private elementary school that lacked web expertise. A team of WSC students created an intranet and file handling system for an area community action agency. These are just examples. Other projects have been completed as well.

Program contains courses supporting general education or other academic programs:

- Computer Science courses are required courses in:
 - The Information Technology Supplemental Endorsement (for educators)
 - The Masters of Science in Information Technology – Information Technology Management Concentration
 - The Mathematics major – Applied Mathematics Concentration
 - The Mathematics major – Pure Mathematics Concentration
 - The Field Endorsement in Mathematics
 - The Field Endorsement in Industrial Technology
 - The Minor in Management Information Systems
 - The Minor in Geospatial Technology
 - The Minor in Web and Mobile App Design and Development
 - The (ITE) Major in Technology – Computer Occupations Concentration
 - and are possible electives in the Minor in Online and Social Media
- Students minor in Computer Science and the minor is growing in popularity (numbers in parentheses indicate students with a second minor in Computer Science in addition to their primary minor):

	CSC Minors	TOTAL
Spring 2015	3	3
Spring 2016	2	2
Spring 2017	3	3
Spring 2018	5	5
Spring 2019	10	10
Spring 2020	18 (2)	20
Fall 2020	17 (2)	19

- Students majoring or minoring in other areas take Computer Science courses as general electives and/or to enhance their computer literacy. This typically ranges from 6 to 32 students per semester depending upon the number and types of Computer Science electives offered.
- Students from academic areas other than Computer Science take courses in Computer Science to enhance their marketability, improve their employability, or to position themselves for a better fit with their career aspirations. While these numbers are difficult to track, anecdotal

evidence shows that students from criminal justice, geography, mathematics, communication arts, education, art, music, business, and industrial technology have taken Computer Science for those reasons during the program review period.

- The presence of the Computer Science program enhances the range of equipment, faculty expertise, and demonstration opportunities for the courses in Computer Information Systems that are delivered as service courses to a large number of Business Administration students, Industrial Technology students, and students from other academic programs each year.
- In addition to the demands for General Studies courses that Computer Science students create, they also create demands for the mathematics and physics courses that are service courses provided to meet requirements in the Computer Science academic program and increase the credit hour production of the academic units that deliver those service courses. In addition, it is not uncommon for Computer Science students to elect to pick up a second major or a minor in mathematics or some other non-computing major or minor on campus.

Employer demand for program graduates is adequately strong and projected to grow:

Computer Science students graduating from the program have experienced strong interest from employers, not only upon graduation, but also for internship experiences.

- Placement rates for Computer Science students have remained strong during the reporting period. Placement rates between 90 and 99 percent are not uncommon and remain relatively consistent, even in economic downturns. The emergence of the “silicon prairie” concept has created demand for Computer Science students not only in Nebraska, but in surrounding areas as well.
- The employment outlook for Computer Science students continues to remain strong. The United States Department of Labor’s Bureau of Labor Statistics lists (in their Occupational Outlook Handbook found at <https://www.bls.gov/ooh/computer-and-information-technology/home.htm> September 2020 version) many occupations both within Computer Science and closely related to Computer Science that have forecast average to above-average growth rates from 5 to 31 percent for the period from 2019 to 2029. Only one of the many computer and information technology occupations listed showed a forecast negative growth rate. This overall bright outlook for the industry, especially in the midst of a pandemic-induced economic slowdown, should help to fuel prospective student interest in Computer Science and enhance the potential for success of WSC’s Computer Science graduates.
- Computer Science careers and careers related to that filed consistently appear prominently in lists of the “H3” occupations (High Skill, High Demand, High Wage) compiled by the State of Nebraska and by other entities and organizations.
- According to a report from the National Association of Colleges and Employers’ (NACE) Center for Career Development and Talent Acquisition (<https://www.nacweb.org/job-market/compensation/computer-science-grads-projected-to-be-top-paid-in-major>, retrieved January 19, 2021), students majoring in Computer Science are projected to have experienced the highest starting salary among graduates of the Class of 2020 who earned bachelor’s degrees in the discipline. The average projected starting salary was \$68,668.

Program provides unique access to an underserved population or geographical area:

In a variety of ways, the Computer Science program fulfills a range of unique needs of the population and geographic region it serves:

- The Computer Science program provides access to a degree program to place-bound students within commuting range of Wayne State College who seek instruction in that field of study.
- A considerable percentage (typically in the 45 to 55 percent range) of first-time, full-time freshman students attending Wayne State College are first generation college students. Some of those wish to study Computer Science at an institution with a reputation for strong student success and a wide range of effective student support services, which WSC provides.
- The minority ethnic background percentage of total student headcount at Wayne State College has grown from 8 percent in Fall 2010 semester to 19% in Fall 2019 semester. Anecdotal evidence suggests that several minority Computer Science students during the program review period have chosen to study at Wayne State College because of the Computer Science program's presence at the institution and because of other institutional characteristics they have found favorable. There are several communities in the Wayne State College service region that have experienced a considerable increase in Hispanic population. There are some areas in the service region that have Native American/American Indian students who attend WSC. A few of the other population centers in the service region have seen increases in the populations of other minority groups.
- The Computer Science program at Wayne State College has provided a pathway to an undergraduate degree for many community college transfer students from several in-state and multiple out-of-state community colleges.
- The Computer Science program at Wayne State College has provided a pathway to an undergraduate degree for many international students.
- As an open-enrollment institution, the Computer Science program at Wayne State College presents a viable option for students who cannot meet entrance requirements at other, more selective, institutions.
- Because of the affordability of education the institution, the Computer Science program at Wayne State College permits some students who could not otherwise afford to do so, to pursue a degree in Computer Science.
- The Computer Science program at Wayne State College provides a blend of theory and practice/skill set development that not only prepares students for a wide range of potential employment opportunities, but also prepares students for the needs of a range of employers in the WSC service region. Some students are place-bound regarding employment and a percentage of the remaining students wish to live and work in rural communities and small-to-medium size cities in the state. Such students find that the WSC program prepares them very well for such aspirations, while also preparing them for opportunities in larger places and organizations.

Plan for continuation of low-performing program:

As the Computer Science program has made improvement since the last program review in 2014, with recent evidence pointing to accelerating enrollment and improvement that is occurring, the primary thrust of the plan to improve this program will be the continuation of efforts and initiatives

that are already in place and seem to be having the desired effects. Those efforts and initiatives will be supplemented with enhancements and the opportunistic pursuit of other possibilities for further enhancing the effort to improve the state of the Computer Science program and to achieve beneficial synergies with what is currently occurring. Specifically, the initiatives to be continued or enhanced, plus the new initiatives to be pursued, include:

- Continue to refine the Computer Science curriculum offerings. The program was updated during curriculum revision efforts in the 2018-2019 academic year. Efforts to keep the program current, relevant, and interesting have shifted from a periodic approach to a continuous approach. Development of additional interesting elective courses is also a part of this approach
- Enhance the initial “exploratory” courses in Computer Science to attract more students who could potentially become Computer Science majors
- Continue outreach to students of other academic majors and minors to promote the advantages of adding Computer Science course work and/or credentials to their academic preparation
- Host additional events for elementary students, middle-school/junior high students, and secondary students to provide additional on-campus or virtual opportunities for exposure to the fascinating spectrum of Computer Science topics
- Continue to work with the CTIS Department’s advisory board and other key stakeholders to ensure that our Computer Science program remains relevant to their needs and that strong employment trends for our Computer Science graduates continue
- Maintain the strong student retention efforts that are a hallmark of Wayne State College, which in turn will help graduation rates among Computer Science students
- Leverage the significant involvement in the Growing Together Cooperative Education program and seek to expand that involvement as the program is replicated and/or adapted in other communities
- Develop a panel-based event in which we bring back WSC alumni of CTIS academic programs to share insights regarding Computer Science careers and encourage degree completion in Computer Science
- Work closely with WSC College Relations and the WSC Admissions office to update the marketing materials and web content for the Computer Science academic program and ensure that marketing efforts remain effective
- Leverage the excellent facilities of the new Center for Applied Technology (CAT) building to provide a venue for exploration of Computer Science concepts and to promote Computer Science academic program pursuit
- Reach out to Secondary teachers, guidance counselors, and other key influencers who play a role in the students’ choices regarding academic programs
- Maintain and enhance articulation agreements currently in place, plus where appropriate create new articulation agreements that make it attractive to potential transfer students to study Computer Science at WSC
- Explore whether any synergies can be attained between recruiting for Computer Science academic programs and the new E-Sports program on the WSC campus
- Use our drone, virtual reality, mobile telepresence, collaborative robot, and other similar technologies, plus other new technologies with a “Wow-factor” yet to be acquired to generate student interest in Computer Science.
- Celebrate and publicize the success of Computer Science students and graduates

A number of institutional and environmental factors are appropriately aligned to help the efforts and initiatives listed above achieve the desired results. The strategic planning processes at Wayne State College and its approach to Assessment of academic programs have positioned the Computer Science program to be well-aligned with the institution's mission, strategic plan, and outcomes. A combination of direct and indirect measures are used annually for assessment of the Computer Science program.

As presented earlier in this report, the Computer Science program at Wayne State College is important to the institution, the Nebraska State College System, the region, and to the state. The outlook for current and future workforce demands for graduates of the program is bright. The program has been shown to contribute to the larger community and the WSC Service region in a variety of ways. Because of its tight integration with the Computer Information Systems academic program at WSC, the Computer Science program can be delivered very efficiently, because most of the faculty, facilities, and indirect costs of the program would need to exist to support the Computer Information Systems program, even if the Computer Science program ceased to exist.

The efforts and initiatives described above are supported by the fact that the Computer Technology and Information Systems (CTIS) Department annually prepares a Recruitment and Retention Plan. As part of that plan preparation, we also address marketing and outreach activities. The efforts aimed at achieving the contents of those plans seem to be working well. In addition, they have been assisted by the completion of the Center for Applied Technology Building on the WSC campus, recent institutional enrollment growth over a multi-year period, the rollout of the new Growing Together Cooperative Education program (for which Computer Science was one of four featured initial academic programs), and a CTIS faculty-led revision of the Computer Science curriculum during the 2018-2019 academic year that was implemented with the 2019-2020 academic year. Recent enrollment growth in Computer Science, plus an increase in the level of interest in our Computer Science academic program by prospective students and transfer students suggest that our efforts to build the program are starting to pick up momentum and the current approach is working.

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **Approve Continuation of History Program at Wayne State College with Annual Monitoring**

Per Policy 4200, existing academic programs shall be reviewed every seven (7) years by each College to determine the quality and effectiveness of each program, the efficiency with which each is delivered, and to avoid unnecessary duplication. Each program is evaluated based on the minimum threshold requirements established by the Coordinating Commission for Postsecondary Education (CCPE). Should a program not meet the established thresholds, Nebraska Statute 85-1414 establishes the expectation for the institution and its governing board to complete an in-depth review. Programs continued by the governing board shall be further monitored by the governing board which shall report the status and process of the monitoring to the CCPE.

During its last review, the History Program at Wayne State College did not meet the required minimum 5-year mean threshold for number of graduates for baccalaureate programs, which is seven (7). The program has completed an in-depth review and has recommended continuation of the program. The findings of that review are provided to the Board in the attached report for approval and subsequent submission to the CCPE for consideration for continuation of the program.

The System Office and Wayne State College support the findings of the in-depth review and the recommendation for continuation of the program. For each of these in-depth reviews, the Colleges are asked to outline strategies/approaches for continuing to improve enrollments and graduate production in the future, which warrants ongoing assessment and evaluation by the Board. An annual review of enrollment and graduate numbers will be shared with the Board each Spring term to monitor progress of the program's growth related to these recruitment efforts.

The System Office and Wayne State College recommend approval of the Continuation of History Program at Wayne State College with Annual Monitoring.

ATTACHMENTS:

- 2021 WSC History Existing Program Review Report with In-Depth Review (PDF)

WSC Existing Academic Program Review Report 2021 History

1. Section One: Overview of Program Offerings

Major	Option, Concentration, Focus Area or Endorsement	Minor	Degree	Credits
History	History		BA, BS	36
History	History Subject Endorsement (7-12)		BA, BS	42
History		History		21

This program is not externally accredited.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

Assessment

Each program assesses their area annually with both direct and indirect measures. The faculty in those areas are current with Education Department standards and make appropriate changes to the programs when necessary to meet evolving state standards. Our assessment learning objectives align with those of the American Historical Association's 2016 guidelines for History program standards, which are the best practices in our discipline.¹

Faculty

The Wayne State College History program utilizes several faculty members to deliver courses in the academic program. All faculty are terminally degreed and full-time tenured or tenure-track faculty members. Each is fully supported with an on-campus faculty office and all of the information resources and administrative/secretarial support afforded to all full-time WSC faculty.

Informational Resources

The Conn Library is open approximately 90 hours weekly, serves approximately 224,000 students, staff, faculty and community members annually. The library's information desk provides in person and telephone reference services and instruction about 72 hours weekly. Librarians provide over 200 information literacy instruction classes or guest speaking sessions annually to Wayne State College students and area high schools. Interlibrary loan arrangements with state colleges and universities as well as with libraries throughout the nation have insured that materials not housed in the collection can be made available within an average of seven working days. WSC provides Canvas services for all classes, a robust tool that can be used for remote instruction and as an adjunct for in-person classes. More than 16,000 journal titles are available in full text from the library's journal database subscriptions, including the JSTOR British political pamphlet collection.

Physical Facilities

The program is housed in Connell Hall. Originally built in 1923, it was completely renovated in 1999-2000 and has three floors. In addition to classrooms and offices for 25 faculty and staff, it contains a

¹ AHA History Tuning Project: 2016 History Discipline Core. Available online at: <https://www.historians.org/teaching-and-learning/tuning-the-history-discipline/2016-history-discipline-core>

60-seat tiered, conference-style classroom, three distance-learning classrooms, one large computer lab, five modern technology-based teaching classrooms, a dedicated GIS lab, and a social-sciences research suite and library.

Fiscal Resources

Each faculty member is allotted travel money for professional development and departmental budgets for purchasing resources.

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

		15-16	16-17	17-18	18-19	19-20	5 yr avg
Student Credit Hours (SCH)		2,190	2,316	2,367	2,166	1,890	2,186
Faculty Full-time Equivalency (FTE)		4.18	3.79	3.84	3.63	3.69	3.82
SCH/Faculty FTE		524	611	616	598	512	572
Number of Degrees and Awards <i>(list degrees/ awards separately)</i>	BA	0	0	1	1	0	0.4
	BS	5	2	2	2	4	3.0

4. Section 4 (Option A): Justification and Evidence of Need

- Program is critical to the role and mission of the institution:

WSC 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.”

From the first schools in the ancient world through the first universities of Paris, Oxford, and Harvard, to Wayne State College, founded in 1891 as the Nebraska Normal College, the study of History has been considered a key element of a well-rounded education. History is among the oldest of the Liberal Arts, so called because it was seen as vital to the education of *liberalis*, free citizens. A strong History program distinguishes a “comprehensive institution of higher education” from a technical school.

“Freedom of inquiry”

The WSC History program area promotes understanding every aspect of the human experience through thoughtful and empathetic engagement with evidence from the past. History courses examine the ways in which humans have made sense of their lives, both collectively and individually, from a wide diversity of perspectives. Through individual research projects, students have the opportunity to study individuals and events to better understand the ways in which the development of ideas of race, gender, and class both reflected and created lived realities. Such research projects can help students understand how the communities in which they were raised developed, or to explore ways of life completely foreign to them. By facilitating such evidenced-based research and discussion, the program in History contributes to Wayne State College’s dedication to freedom of inquiry.

“Excellence in teaching”

History program faculty members are dedicated to excellence as reflected in their record of achievements as scholars and teachers. History faculty members include the 2020 State Nebraska Bank & Trust Teaching Excellence Award winner, Dr. Don Hickey. He is also a nationally-recognized expert on the War of 1812 and was dubbed “Dean of 1812 scholarship” by *The New Yorker* in 2012. The History program also includes two of the three faculty members at WSC who have been awarded Fulbright fellowships for international study and research: Eric Colvard to India and Phillip Fox to Spain. These awards, along with many other accomplishments of the program faculty members, demonstrate their commitment to excellence and their peers’ recognition of it.

History faculty members draw on their expertise to facilitate learning opportunities for WSC students. This involves revisions to existing courses and improvements to the History major, History Subject Endorsement, and Social Sciences Field Endorsement curriculum as a whole.

Joseph Weixelman has transformed the traditional two-course US History survey and made it an innovative three-course sequence (HIS 280, HIS 281, and HIS 385) that immerses students in research and critical thinking to prepare pre-service teachers for their comprehensive exam and History majors for graduate school.

Since the last program review, five new undergraduate courses have been developed to address areas of student interest and are currently being added to the WSC catalog for regular course rotation. These include “History of Empire through Film,” which uses critical analysis of depictions of empire in domestic and foreign films, and “The Two World Wars, 1914-1945,” which examines both world wars and the interwar period through the lens of military history, in addition to the ways in which these wars shaped the lives of those who lived through them. Both courses have proven popular both History majors and with students from across campus.

“Regional service and development”

History faculty engagement with the community is not limited to the campus alone. WSC History faculty members share their scholarly work at regional, national, and international academic gatherings and publish in numerous peer-reviewed formats. Hickey has published *Glorious Victory: Andrew Jackson and the Battle of New Orleans* (Johns Hopkins University Press, 2015) and *The Routledge Handbook of the War of 1812* (Routledge, 2016) since the last review of the History program and has completed the manuscript for a new book on Tecumseh, in addition to publishing several articles. Fox has published an article entitled “The Advantage of Legal

Diversity for State Formation: Bourbon reforms and Aragonese law in eighteenth-century Spain” in the international journal *European History Quarterly* in 2018 and another article entitled “The Limits of Historical Inquiry: A Critique of Oliver O’Donovan’s political concepts based on Herbert Butterfield” in the national interdisciplinary journal *Fides et Historia* in 2020. Colvard published a chapter in *A History of Alcohol and Drugs in South Asia* in 2014 and numerous book reviews for peer-reviewed journals such as the *Journal of British Studies*. Both Fox and Colvard were awarded New Initiative Grants by WSC for research in the summer of 2017.

In recent years department faculty members have presented at conferences and events hosted by academic institutions and scholarly organizations around the country, including New York University, DePaul University, Grand Valley State University, Louisiana State University, the University of Tennessee, Auburn University, The Alcohol Drugs History Society, and The North American Conference of British Studies, among others. History faculty members have given numerous interviews to national and international journalists regarding their respective areas of expertise.

WSC History faculty members also perform vital roles within regional academic conferences as organizers and presenters, in addition to supporting our students as they present their own work. This engagement with the broader world includes participating in and organizing less formal presentations such as community panels and invited lectures throughout the region. For example, Weixelman participated in revising the K12 Social Studies Standards in 2018, volunteering his time and expertise to strengthen Nebraska’s education system. History faculty members also provide annual lectures for the “Global Seminar” each November which prepares Nebraska LEAD (Leadership Education/Action Development) Program Fellows for travel to foreign countries where they represent Nebraska to the world. Moreover, History faculty members maintain and oversee the WSC Anthropology Museum which hosts visits from Nebraska schools. History faculty members with the Wayne County Historical Society also participated in developing programming with WSC History students for the 2018 Humanities Nebraska Chautauqua.

“Prepares students for careers, advanced study and civic involvement”

The History program area works to prepare students for lifelong learning in several ways. First, the History faculty members at WSC play a vital role in relating historical contexts that frame today’s controversies. As the discipline of History itself is constantly evolving in response to contemporary needs, the WSC History faculty members prepare students with tools to analyze and adapt to the dynamic technological and social changes that characterizes life in the twenty-first century. These skills, taught in WSC History courses, equip students to pursue informed and productive civic engagement.

Historians study all aspects of the human past and explain how they relate to one another. For one example among many, courses at Wayne State College examine the fourteenth-century Black Death epidemic and how it transformed human history through the consideration of its movement along transcontinental trade routes, medical efforts to respond to the disease, social and psychological consequences of the disease, political responses to the economic collapse caused by it, the spread of warfare and collapse of regimes in its wake, the development of divergent religious practices to reform individuals and societies to avert future plagues, and the creation of high and low art engaging with the way in which life had changed. Such multi-causal analysis prepares students to make sense of unexpected changes that they will inevitably face

throughout their lives and careers, preparing them to be more effective civic and business leaders. This lesson was a part of our curriculum before the current COVID-19 pandemic and continues to be, showing the unexpected ways in which the study of the past can acquire urgent relevance as events unfold.

Historical knowledge is a necessary prerequisite for the analysis of contemporary social problems. Black Lives Matter and the “Me Too” movement are good examples of this. Engaging in political discussions without understanding the historical origins of the problem can only lead to frustration and further polarization. Essentially, social problems cannot be solved without understanding how they developed and how that history continues to inform contemporary perceptions. Students who have taken History courses at WSC are better equipped to meaningfully engage in the search for solutions to problems like these.

The History program area also provides essential courses for the Social Sciences Field Endorsement as well as the History major and the History Subject Endorsement. By preparing future Social Studies teachers who will serve throughout the state of Nebraska, the History program plays a critical role in preparing the next generation of civic leaders throughout the state. Recent graduates have been placed in urban schools in cities like Lincoln and Sioux City, as well as rural schools in communities like Tilden and Laurel.

WSC History majors are well-prepared for advanced study in a variety of fields. Recent program graduates have pursued graduate degrees at the University of Wisconsin-Milwaukee, the University of Nebraska-Kearney, and the University of Nebraska-Lincoln. History faculty members have also supervised ten honors theses in the last three years investigating topics ranging from “The Evolution of the Modern Woman” to “Trade in the Gold Coast.”

“Faculty-staff-student interactions”

Members of the History faculty facilitate enriching faculty-student interactions both in and out of the classroom. Upper-level History courses are small and intimate learning environments that promote thoughtful engagement between students and faculty. These close interactions enable faculty members to serve as effective mentors for students as they prepare for life after graduation. Several History courses have included a Service Learning component, providing students with the opportunity to serve the larger community while learning about the discipline. One of these projects culminated with the completion of a large-scale, graphic-designed, local history timeline which remains on permanent display at the Wayne Public Library.

The History faculty members work with History students to serve the campus community through maintaining a rotation of historically themed displays in the Connell Hall lobby and cleaning out the historic one-room schoolhouse on campus. Each year History students and faculty members organize and run Wayne State College’s Constitution Day event, which is a requirement for the institution to maintain its eligibility for federal funding (including federally funded student loans). In recent years these events have included hosting Governor Pete Ricketts (2016), a forum for the candidates running for mayor of the City of Wayne (2018), and in the time of Covid-19, a campus-wide Constitution remote learning event (2020).

History faculty members advise Phi Alpha Theta, an active honors society for student historians. WSC historians often give talks at campus-wide events and smaller-scale events such as panel discussions of historical films screened by the Film Club. Beyond campus, History faculty

members have led student trips to hear the annual Governor’s Lecture in the Humanities and have facilitated participation in student conferences in Omaha and Vermillion, South Dakota. One student won an award Phi Alpha Theta Missouri Valley Conference in 2019. WSC History students benefit from close, sustained intellectual engagement with faculty members.

“Diversity within a friendly and collegial campus community”

History faculty members invest considerable time in support of curricular and co-curricular programs that elevate diversity-related issues and that educate students and community members on how to best foster a culture of inclusion. WSC historians serve on the President’s Council for Diversity, support WSC’s Interfaith Alliance, and take key roles in organizing and developing programming for Martin Luther King Jr. Day and other such events. The History faculty members also collaborate with other departments, students, and community members to facilitate diversity-related public events with noted guest speakers of regional and national interest.

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Titles of recent campus events featuring WSC historians include the following:

Don Hickey

“Political Division in American History”

“The Rise and Fall of Political Parties”

Eric Colvard

“Temperance and Indian Nationalism”

“The Gandhi-bot Beer Controversy”

Joseph Weixelman

“The Life of Dr. Martin Luther King Jr.”

“The Harlem Renaissance”

Phillip Fox

“The Limits of Historical Inquiry”

“Church, State, and the Royal Patronage of Convents in Early Modern Spain

- Program contains courses supporting general education or other programs:

History features prominently in WSC’s general studies program, reflecting its value as a component of a quality college education. Each academic year History faculty members teach 17 sections of History courses (HIS 120 and HIS 150) tailored to WSC’s general studies curriculum each academic year. Additionally, History survey courses (HIS 170, HIS 171, HIS 280, and HIS 281) required for the History Major, the History Subject Endorsement, and the Social Science Field Endorsement are available to all WSC students and fulfill Core Academic Tenet (CAT) #5. Students in the History program and across campus benefit from the interdisciplinary cross-pollination in these courses.

To fulfill CATs #5 and #10, 513 students enrolled in History courses during the 2019-2020 academic year, and current History enrollment data suggest that these numbers will be surpassed in 2020-2021. These sections are in high demand with enrollment typically meeting enrollment caps.

Total Enrollments in History Courses by Academic Term for CAT #5 and CAT #10

	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Total
CAT #5	112	86	124	113	435
CAT #10	185	130	150	132	597

Due to the high demand for teachers, especially in WSC's rural context, the teacher preparation program at WSC meets its obligation to provide qualified new Social Studies teachers to Nebraskan schools to teach Social Studies. A significant amount of social sciences content is historical in nature, as is content in courses for the field and subject endorsements at WSC.

The History courses required for the Social Sciences Field Endorsement are designed to prepare students for the difficult Praxis II comprehensive content exam required of all Social Science teachers. As 40% of the questions are from the discipline of History (with the other 60% being divided by the six disciplines of Political Science, Geography, Economics, Psychology, Sociology and Anthropology) its importance is clear. Furthermore, this breakdown in social science disciplines is roughly parallel to the reality that Social Science teachers face in the schools. Easily half of the courses they teach revolve around the History curriculum. As the 2019 Social Studies standards for Nebraska ask for a multidisciplinary approach, the emphasis our historians place on understanding Geography, Political Science, and Economics as a part of History also contributes to students mastering the field. Indeed, the help and support of our fellow faculty members in the History, Politics and Geography Department make it possible for us to prepare our Social Science teachers to make a difference in the lives of their students.

Because of the number of History courses in the History Subject Endorsement and Social Science Field Endorsements, the History major enables students who discover that they do not want to teach the opportunity to complete their degree without pursuing teaching certification. If they make this decision by the beginning of their junior year, there is often time to complete a minor in some other field in addition to the History major and still graduate on time. In this way, the History major not only improves our teacher preparation program but also supports WSC's commitment to student retention and graduation for those who change their professional plans during their undergraduate career.

Elementary Education majors at Wayne State are advised to take History courses since History is one of the main Social Studies fields taught in elementary school. Middle School teachers often choose Social Studies as one of the subject areas and History is the largest component of the area. Secondary teachers who choose a History or Social Sciences endorsement must have a minimum of thirty hours in History, more than any other field of the Social Sciences. The Praxis II comprehensive exam contains more History questions than any other field and these are often of an advanced nature. Many of the skills needed for the Social Sciences field endorsement require supervised research projects which are often key components of upper-division History courses.

Lastly, WSC faculty members also supports WSC's Master of Science in Education program by offering graduate-level History content courses. WSC historians have developed over a dozen graduate courses to meet the demand. Most of our Social Science Masters students in Curriculum and Instruction take History as one of their two fields. Their capstone projects usually revolve around a historical topic as well.

Additionally, History course offerings contribute to the minor in Philosophy, which includes two upper-level History courses (HIS 305 and HIS 310), and the minor in International Studies, which includes two History survey courses (HIS 170 and HIS 171).

- Student or employer demand, or demand for intellectual property is high and external funding would be jeopardized by discontinuing the program:

History attracts students doing work in other majors (e.g., business and the hard sciences) simply because people find our courses interesting. Students registering for classes at a higher education institute expect to find History courses available. While it is no secret that there are few job openings for bachelor-trained Historians *as* historians on the current job market, there is high demand for the skills possessed by bachelor-trained historians. Analysis and argumentation are key skills taught in History courses and students across majors seek them out, even if they are reluctant to commit to a major or minor.

Recent data-driven analyses of the career trajectory of History majors finds that they have high employment rates and find enriching and lucrative careers in a wide variety of professions and occupations. Paul Sturtevant analyzed data from the US Census Bureau's American Community Survey from 2010-2014 and demonstrated the wide-ranging career success of History majors despite the enduring consequences of the Great Recession. He noted that "History majors seem particularly well-prepared for, and attracted to, certain careers. Nearly one in five goes into education—just over half as primary-, middle-, and high-school teachers. Another 15 percent enter management positions in business, and 11 percent go into the legal professions (most becoming lawyers)."² A Georgetown University study on the value of different college majors found similar results, with History as one of the majors that is most dispersed across various occupations, yet also the liberal arts major with the highest rate of full-time employment.³ A recently updated report from payscale.com had similar findings, showing that History majors' mid-career earnings are in the middle of the pack for those with bachelor's degrees, placing 417th out of 834 listed majors. This ranking located History majors near Business Administration and Accounting (#403), Nursing (#416), Biology (#420), and Communication (#425)⁴

Indeed, we see similar results for our own students based on data collected by WSC's Career Services office. Several students who have or plan to attend law school, including some current

² Paul B. Sturtevant, "History is not a Useless Major: Fighting Myths with Data," *Perspectives in History* Vol. 55, Iss. 4 (April 2017). Available online at: <https://www.historians.org/publications-and-directories/perspectives-on-history/april-2017/history-is-not-a-useless-major-fighting-myths-with-data>

³ Anthony P. Carnevale, Jeff Strohl, and Michelle Melton, "What's it Worth? The Economic Value of College Majors," Georgetown University Center on Education and the Workforce (2011), 25, 137, 142-143. Available online at: <https://cew.georgetown.edu/cew-reports/whats-it-worth-the-economic-value-of-college-majors/>

⁴ "College Salary Report (Updated for 2020)" by Payscale.com. Available online at: <https://www.payscale.com/college-salary-report/majors-that-pay-you-back/bachelors>

RLOP scholarship recipients, have majored in History. Other recent History majors have gone on to graduate school to pursue a Master of Library & Information Science and Master of Arts in History degrees or to careers in business at a variety of firms throughout Nebraska and neighboring states.

History Education Subject Endorsement students over the last five years have also been placed in schools throughout Nebraska and the region at high rates, as have students graduating with the closely related Social Sciences Field Endorsement. These students meet the important need for teachers in rural and urban schools alike.

The study of History is also of significant value for students, whether majors or not, who will leave Wayne State College to enter a multicultural society and a globalized economy. The economy of rural Nebraska is intimately tied to international trade, which is highlighted by the fact that Terry Branstad, former governor of Iowa, recently served as US Ambassador to China. This insight is part of the reason for the emphasis on global understanding in General Studies CAT #10. Course offerings in History equip Wayne State College students to understand and navigate their world by explaining how it came into being. Such an understanding can help students identify new business opportunities and communicate more effectively because of their greater cultural awareness

- Program provides unique access to an underserved population or geographical area:

There is no state-wide requirement for a mandatory exam in History for high school graduates in Nebraska. Because of the lack of a state-wide standard, some students from underserved areas may arrive at WSC with a lack in historical knowledge and reasoning. Though northeast Nebraska features highly diverse population, some areas are fairly homogenous with limited exposure to people of different backgrounds and their stories. For these students, the History program provides students from Nebraska and throughout the region with opportunity to learn about the world and their own region through introductory and advanced coursework that complements a wide variety of programs of study across campus.

WSC History courses also include the stories of marginalized individuals and communities from across the United States and the world, which helps students from a variety of backgrounds connect to the material. For example, World History discussion of colonization in the Caribbean is a point of contact for the growing number of students at WSC from Curaçao. Similarly, coursework on the United States shows how demographically significant minority populations in northeast Nebraska, such as Native Americans, African Americans, and Latinos, have played important roles in shaping larger narratives of American History.

- Program meets a unique need in the region, state, or nation:

The study of History has become vitally important for our society over the last decade as issues of racial injustice leap to the forefront of public debate in the Black Lives Matter Movement. History provides the context for understanding how racism has developed and is perpetuated by societal structures. This fact has been borne out by the lessons Weixelman has presented for the podcasts of “That Ain’t Right,” facilitated by other WSC faculty members and community leaders, who have appreciated its relevance. As this corner of Nebraska faces the most extreme incarnation of racism against Nebraska’s native tribes, Weixelman’s work on teaching Native

American History to undergraduates and graduates has helped our students appreciate Native American culture and contributions to the national story. His work with the Niobrara School District in 2019 and 2020 was part of this. Teachers studied national Native American History and specifically, the history and culture of tribes within Nebraska.

Although this program review includes a recent nadir in WSC enrollment, the most recent data reflects significant improvements in the number of students in our program. In 2019-20 the number of graduates increased to 4, and we are on track to graduate 6 majors and 2 minors in History in 2020-2021. Additionally, there are currently 3 History majors and 11 History Subject Endorsement students enrolled with freshmen class standing, and admissions data for the class entering in Fall 2021 is even stronger.

Since Social Science Field Endorsement enables graduates to teach a wider variety of courses, we advise students to pursue the Social Science Field Endorsement instead of the History Subject Endorsement for their own benefit after graduation. They continue to take a significant number of upper-division History courses, but do not show up in this report because of this advice. They function as a cohort along with the History majors and the History Subject Endorsement students. Students pursuing each of these degrees benefits from the existence of all three programs of study.

With demographic shifts, both regionally and nationally, northeast Nebraskans must reckon and engage with past generations' treatments of questions of gender, race, religion, and nationality. An understanding of where we have been is crucial to the development of a sense of where we could and should go in the future. Through classroom instruction, public talks, panel discussions, student mentoring, and scholarly publications, History faculty members play a critical role in this process.

Plan for future growth:

Marketing and Outreach

The Wayne State College History Program, as part of its recruitment plan, has developed a robust program to increase the number of History majors and to retain them through to graduation.

WSC History faculty engage in a number of community events and projects to raise the profile of the program. These include numerous service-learning projects, working with the city on public historical displays, meeting with students from local high schools, and participating in public talks both on campus and in the community. They also host school groups that come for tours of the Anthropology Museum, which is managed and programmed by History faculty.

Program Curriculum Reforms and New Course Offerings

The WSC History program has introduced a number of changes to respond to student interest since the last program review, developing several new courses, including *Empire in Film*, *The Two World Wars*, *Mind-Altering Substances in World History*, and *Warfare and Society in World History*. These courses have drawn students from other majors based on student interest. WSC History faculty coordinate across disciplines to bolster other programs with new History offerings. For example, another new course, *The Age of Enlightenment*, is being developed to serve majors and support the Philosophy minor. It will be taught in Spring 2022.

Recruitment and Retention Initiatives and Goals

As a result of these efforts, the History program has experienced increasing enrollment in the History major and the History Subject Endorsement. Although this program review includes a recent nadir in WSC enrollment, the most recent data reflects significant improvements in the number of students in the program. In 2019-20 the number of graduates increased to 4, and the program is on track to graduate 6 majors and 2 minors in History in 2020-2021. Additionally, there are currently 3 History majors and 11 History Subject Endorsement students enrolled with freshmen class standing, and admissions data for the class entering in Fall 2021 is even stronger.

The most recent numbers reflect this growth in the current number of History majors enrolled at WSC:

Major/Concentration	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020
History/Hx endorsements	17	28	34	23	27

As these numbers reflect, the current number of recent graduates entered WSC when there were fewer students in the program. With more students in the program now, the program anticipates growth in the number of graduates in the History major and History Subject Endorsement over the coming years.

Many History majors choose the field after they come to campus and have the opportunity to take coursework at the undergraduate level. To help better serve the student body and encourage students to consider the History major, the department advertises the History major and History classes around campus.

History faculty have also retooled the department's General Studies courses to emphasize discussions and increase student engagement, which has been positively received by students. These changes are possible because of WSC and NSCS's commitment to in-person teaching at the moment, setting us apart from the virtual and remote-learning History offerings at other institutions in the region. These efforts serve the campus community while also helping to build the program by attracting new majors and minors.

Additionally, History faculty are designing a summer History camp for pre-college students that would increase awareness of the program with potential students and provide educational opportunities for students around the region.

The History program has set the following goals for new student recruitment in their 2021 History Recruitment Plan:

- Freshman: 5
- Transfers: 2
- Graduate (Focus Area): 1-2

Meeting these goals will bring the program grow well beyond the 7 majors graduated per academic year.

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **Approve Continuation of Political Science Program at Wayne State College with Annual Monitoring**

Per Policy 4200, existing academic programs shall be reviewed every seven (7) years by each College to determine the quality and effectiveness of each program, the efficiency with which each is delivered, and to avoid unnecessary duplication. Each program is evaluated based on the minimum threshold requirements established by the Coordinating Commission for Postsecondary Education (CCPE). Should a program not meet the established thresholds, Nebraska Statute 85-1414 establishes the expectation for the institution and its governing board to complete an in-depth review. Programs continued by the governing board shall be further monitored by the governing board which shall report the status and process of the monitoring to the CCPE.

During its last review, the Political Science Program at Wayne State College did not meet the required minimum 5-year mean threshold for number of graduates for baccalaureate programs, which is seven (7). The program has completed an in-depth review and has recommended continuation of the program. The findings of that review are provided to the Board in the attached report for approval and subsequent submission to the CCPE for consideration for continuation of the program.

The System Office and Wayne State College support the findings of the in-depth review and the recommendation for continuation of the program. For each of these in-depth reviews, the Colleges are asked to outline strategies/approaches for continuing to improve enrollments and graduate production in the future, which warrants ongoing assessment and evaluation by the Board. An annual review of enrollment and graduate numbers will be shared with the Board each Spring term to monitor progress of the program's growth related to these recruitment efforts.

The System Office and Wayne State College recommend approval of the Continuation of Political Science Program at Wayne State College with Annual Monitoring.

ATTACHMENTS:

- 2021 WSC Political Science Program Review Report with In-Depth Review (PDF)

**WSC Existing Program Review Report 2021
Political Science**

1. Section One: Overview of Program Offerings

The Political Science program has five programs that it provides. The program is assessed at the undergraduate and graduate levels with both direct and indirect measures. Changes to programming have been made based on assessment including more focus on internship opportunities, the creation of a political science club, and more student travel.

Program	Teaching Endorsement	Concentration	Minor	Degree	Credits
Political Science	Political Science Subject Endorsement (7-12)			BA, BS	36
Political Science		Political Science		BA, BS	36
Political Science			Political Science		21
Political Science			Pre-Law		21
Political Science			Public Administration		21

This program is not externally accredited.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

The Political Science major at Wayne State College is the only one in the Nebraska State College System (NSCS). It also is the home to a minor in Political Science, which is one of only two in the NSCS. Additional minors that are serviced through the Political Science program include pre-law and public administration. It is also home to the Public Affairs concentration in the Masters of Science in Organizational Management program, teaching courses that also contribute to the Criminal Justice MSOM concentration. Political science courses also contributes to the social sciences major and social sciences teaching endorsement (with 5 and 7 students in these programs respectively). The Political Science programming is a significant contributor to student credit hours with a five year SCH/FTE average of 601, but more importantly a growing level of demand for Political Science courses as the SCH/FTE has increased from 497 in 2015-2016 to 780 in 2019-2020.

Political Science is one of the preferred majors for students who apply to law-school and/or seek careers in public sector employment. According to data from LSAC Social Science Research, majors in Political Science were by far the most numerous in law school applications, around three times higher than the next major (criminal justice) and Political Science majors had a much higher percentage of applicants admitted to law school (81%) compared to criminal justice (65%).ⁱ The Political Science faculty have played a crucial role in the creation, administration, and programming of the Rural Law Opportunities Program at WSC. This program is a partnership between WSC and the University of Nebraska - College of Law to educate and train students from underserved rural areas in the state.

In addition to the law profession, Political Science is a common major for people seeking careers in public sector employment. One study shows that public sector jobs increased by 29% from 2013-2018 but applications decreased by 8%.ⁱⁱ While law school and public sector employment are typical areas

where Political Science majors are prevalent, it is a major that is widely applicable in the workforce and which serves its majors well in terms of compensation. Nationally over 43,000 degrees were granted in 2017 with the average wage of over \$96,000 compared to \$63,000 for majors in criminal justice and corrections.ⁱⁱⁱ

The Political Science program at WSC is growing, as illustrated by the table below. Due to Political Science faculty marketing their program and working on developing students for market demand employment, the numbers of majors and minors has increased dramatically over the last five years. In particular, there are clear and sustaining trends in Political Science majors and pre-law minors.

In order to continue this very positive trend the Political Science department will further expand the marketing of its program by annually having programming that brings former students back to WSC to discuss their careers. We have done this in the past and marketed it to the campus, and it has helped raise awareness of the potential for careers with a Political Science degree. We are also working with the local city administrator to create a local International City/County Management Association for our students that should open up more opportunities for them to explore careers in local government. We will also explore connecting our students with more opportunities to work in other areas of public service.

	% +/- Over 5 Years	Fall 2015	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020
Political Science Major/Endorsements	+39%	18	13	16	15	21	25
Political Science Minor	+200%	3	5	7	8	12	9
Pre-law Minor	+78%	15	16	26	24	22	25
Public Administration Minor	+60%	5	18	10	10	8	8

Faculty and faculty-related resources

The program has two full-time (1 tenured, 1 tenure-track) faculty members with terminal degrees.

Informational resources (library, technology, data services, etc.)

Conn Library is open approximately 90 hours weekly and serves approximately 224,000 students, faculty, staff, and community members annually. The library's information desk provides service approximately 72 hours weekly. Librarians perform over 200 information literacy instruction classes or guest speaking sessions annually to Wayne State College students and area high schools. Interlibrary loan arrangements with state colleges and universities, as well as with libraries throughout the nation, make available within seven working days (on average) materials not housed in the collection.

The Instructional Technology Center makes a wide array of instructional software, hardware, and equipment available to the campus as well as coordinating satellite downlinks for the campus and the community.

Physical facilities and instructional equipment, if applicable

Classroom space and computing/projection equipment are adequate.

Fiscal resources

Each faculty member is allotted money for professional travel. Equipment items may be purchased through the Department History, Political Science, and Geography.

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

		15-16	16-17	17-18	18-19	19-20	5 yr avg
Student Credit Hours (SCH)		1,119	1,050	1,113	960	1,170	1,082
Faculty Full-time Equivalency (FTE)		2.25	1.88	1.75	1.63	1.50	1.80
SCH/Faculty FTE		497	559	636	591	780	601
Number of Degrees and Awards <i>(list degrees/awards separately)</i>	BA	0	0	0	0	0	0.0
	BS	4	3	6	3	3	3.8

4. Justification and Evidence of Need

Continuing the Political Science Program is essential to Wayne State College for a number of reasons, which are outlined below.

1. The program is critical to the role and mission of the institution.

WSC 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.

'Excellence in teaching and learning'

The Political Science program students have excelled in areas of the law and public service both in government and non-profit sectors. There are many WSC Political Science alumni working in critical positions throughout the region. In fact, the current mayor, city manager, and director of economic development in Wayne are all Political Science alumni of WSC. However, our majors have also been successful outside of the region. For instance, the current Managing Director of Government Affairs for Goldman Sachs is a WSC Political Science graduate.

The Political Science faculty work with students on research projects that are of high quality and well received outside of WSC. For instance, in the last few years a faculty member in Political Science worked with an undergraduate on a research project that became the data for an article jointly published with the University of Nebraska Medical Center in the *Journal of Rural Mental*

Health. The success of Political Science majors has also been recognized in teaching awards, as over the last ten years the Political Science department has won several teaching awards at WSC from both students and the faculty.

'Regional service and development'

The Political Science program epitomizes regional service and development. For years the program has provided local organizations research and other technical assistance. Over the years, Political Science faculty have written several reports for area and national organizations in the form of needs assessment and program evaluation, including the SAM Project, the Center for Rural Affairs, Office of Minority Health and Human Services, Northeast Healthcare Partnership, Healthy Start of Northeast Nebraska and Nebraska Department of Health and Human Services Office of Family Health, Nebraska Alliance for Conservation and Environmental Education, and Northern Nebraska Area Health Center. Both current professors are trained and experienced in social science research and willing to assist the region. One of the current faculty spent over a decade on the board of the Center for Rural Affairs. Faculty routinely provide public presentations. In recent years, faculty have presented for the Nebraska LEAD program, Leadership Wayne, League of Women Voters, the Center for Great Plains Studies, and the National Rural Health Association's Rural Health Policy Institute among other organizations.

'Prepares students for careers, advanced study and civic involvement'

Political Science students at Wayne State College are well prepared for careers in public service and the law. The curriculum incorporates significant reading, writing, public speaking, and critical thinking. The faculty of Political Science works to help students get internships and make connections in their area of interest.

'Faculty-staff-student interactions'

The Political Science program is founded on strong relationships between faculty and students. This interaction occurs in a myriad of ways. First, Political Science classes are founded upon classroom engagement between faculty and students. Classroom discussion is central to critical thinking and thus central to all of our instruction. Second, the Political Science faculty have a club that meets regularly with faculty typically being involved in the programming of the club which has included over the years travel, guest speakers, community-service, and on campus discussion of critical issues. In addition to our club we also have an honorary society linked to the national Pi Sigma Alpha honorary society in Political Science. The Political Science faculty also play a key role in programming for the Rural Law Opportunities Program that among other activities builds bonds among students and RLOP faculty. Third, Political Science faculty have a long history of travel with students. Faculty and students have travelled over the years as part of Model United Nations programming, to the state capitol in Lincoln to meet with policy makers and policy advocates, and to Washington, D.C. Finally, the Political Science program epitomizes the personal nature of education that WSC promotes to students. We are small enough to get to know our students and are able to spend significant time with them during office hours, advising, and on research projects. This is why our students have been so successful over the years.

'Public service'

Faculty in Political Science are significantly involved in public service. The faculty are trained in social science research and have used those skills on multiple occasions over the years to provide assistance to public and non-profit organizations in terms of research and analysis. The faculty have participated in area boards including the Center for Rural Affairs, the Northeast Nebraska Health Care Partnership and other local governing committees. Faculty have also been invited to give presentations on health policy to staff at area health care facilities. These experiences are valuable as we have used them to get our students involved in public service as well and at times leading career opportunities for students. Faculty in Political Science routinely provide public talks for area organizations and have participated in discussions with the media, e.g. NET Nebraska. The faculty are well-respected scholars in their disciplines and have published articles with practical application for Nebraska and surrounding states. The Political Science faculty are significantly involved in campus activities and governance.

'Diversity within a friendly and collegial campus community'

Diversity and collegiality are fundamental to Political Science programming. The study of Political Science is deep rooted in the study of pluralism. Thus, all courses and programming are rooted in the study of diversity. Beyond that, the Political Science program routinely engages in programming directed towards the understanding the benefits of diversity such as public talks on issues revolving around diversity including Nebraska LEAD presentations about other countries and research that addresses issues pertaining to underrepresented communities in the region. Further, Political Science faculty participate in on-campus diversity programming through their attendance and promotion of those activities within their classrooms and assistance to student organizations seeking greater awareness of and support for diversity in the campus community.

2. The program contains courses supporting general education or other programs.

The Political Science program is central to the general studies program at WSC, providing courses, in two areas of general studies requirements CAT 8 and CAT 10 (American National Government POS 100 and World Politics POS 110). These courses are routinely filled and demand typically is higher than supply.

The Political Science program is integral to several programs on campus. 1) The Political Science program began offering a concentration in the MSOM program in Public Affairs three years ago. This is a particularly viable growth area as there is increasing demand for Masters level training in the public sector in rural areas. 2) The Political Science program provides online courses for the online undergraduate and MSOM criminal justice programs. 3) The program contributes to the social sciences major and social sciences teaching endorsement. 4) The Political Science faculty also teach social science methods and statistics courses (SSC 300, SSC 319).

3. Student or employer demand, or demand for intellectual property is high and external funding would be jeopardized by discontinuing the program.

The Political Science department is the only Political Science major in the Nebraska State College system. Political Science majors are in high demand in the law and public sector employment and this is particularly true in rural areas. Wayne State College students need access to Political Science

programming not just as a major but also as part of their other programming in the social sciences and education.

4. The program provides unique access to an underserved population or geographical area.

Rural Nebraska faces significant shortages in attorneys as, “31 of Nebraska’s 93 counties have three or fewer lawyers and 11 have no attorneys at all. This shortage creates additional hardships for people in rural areas who need a lawyer’s help with developing an estate plan, handling a divorce, buying a home or business, enforcing a contract or resolving a criminal charge.”^{iv} This shortage has become so concerning that the University of Nebraska/College of Law has partnered with colleges/universities in the state to create the Rural Law Opportunity Program to recruit students from rural areas in Nebraska to attend partnering four-year programs with scholarships and with guaranteed admittance into UNL College of Law upon graduation. Wayne State College and the Political Science program has played a key role in developing this program and several WSC RLOP students are Political Science majors.

Public sector employment - where Political Science majors often find employment - is also facing worker shortages in the future. One study shows that public sector jobs increased by 29% from 2013-2018 but applications decreased by 8%.^v While law school and public sector employment are typical areas where Political Science majors are prevalent, it is a major that is widely applied in the workforce and which serves its majors well in terms of compensation. Nationally over 43,000 degrees were granted in 2017 with the average wage of over \$96,000 compared to \$63,000 for majors in criminal justice and corrections.^{vi}

5. The program meets a unique need in the region, state, or nation.

The Political Science program at WSC is the only one in the Nebraska State College System. Thus, it plays a significant role in helping train lawyers, public administrators, and policy advocates that are typically from rural Nebraska and who want to return to rural Nebraska. A lack of Political Science programming at WSC would force students to attend urban colleges and universities reducing their likelihood of returning to rural Nebraska and undermining their ability to learn about political and policy issues from a rural perspective.

Overall, “Politics is who gets what, when, and how” – Harold Lasswell. The study of Political Science creates a better understanding of the institutions and processes of that influence the world around us. Political Science courses can enrich students’ knowledge of across all fields of study. Table 1 (below) presents a list of majors and minors at Wayne State College that utilize Political Science courses in their own programs.

Table 1. Political Science courses are required, recommended as electives in the following fields at Wayne State College:

Major/ Minor	POS 100 American National Government	POS 110 Intro to World Politics	POS 315 Political Theory	POS 350 American Presidency	POS 355 Politics of the Supreme Court	POS 360 Congressional Politics	POS 365 Comparative Government and Politics	POS 390 Public Budgeting and Finance	POS 402 State and Local Politics	POS 410 Public Policy Analysis and Program Evaluation	POS 420 American Constitutional Law	POS 425 Rights and Liberties	POS 430 Public Policy	POS 445 Public Administration
Emergency Management									elective				elective	elective
Environmental Studies													elective	
History Education	elective													
International Studies		elective					elective							
Journalism				elective					elective				elective	
Mass Communication				elective					elective				elective	
Political Science	required	required	required	elective	elective	elective	required	elective	elective	elective	elective	elective	elective	elective
Political Science Education	required	required	elective	elective	elective	elective	elective	elective	elective	elective	elective	elective	elective	elective
Pre-Law	required		elective		elective						required	elective	elective	
Public Administration	required					elective		elective	elective	elective	elective		required	required
Public and Global Health		elective											elective	elective
Social Sciences	required	required												
Social Sciences Endorsement	required	elective												

ⁱ [https://www.duq.edu/assets/Documents/philosophy/LSAT%20scores%202015-16_applicants-major\(0\).pdf](https://www.duq.edu/assets/Documents/philosophy/LSAT%20scores%202015-16_applicants-major(0).pdf)

ⁱⁱ <https://www.axios.com/city-governments-staffing-shortage-11b4f97d-7725-4f36-b8bc-dceb57ebfd25.html>

ⁱⁱⁱ <https://datausa.io/profile/cip/political-science-government?compare=criminal-justice-corrections>

^{iv} <https://news.unl.edu/newsrooms/today/article/nebraska-law-tackles-states-rural-legal-needs/>

^v <https://www.axios.com/city-governments-staffing-shortage-11b4f97d-7725-4f36-b8bc-dceb57ebfd25.html>

^{vi} <https://datausa.io/profile/cip/political-science-government?compare=criminal-justice-corrections>

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **Approve Continuation of Sociology Program at Wayne State College with Annual Monitoring**

Per Policy 4200, existing academic programs shall be reviewed every seven (7) years by each College to determine the quality and effectiveness of each program, the efficiency with which each is delivered, and to avoid unnecessary duplication. Each program is evaluated based on the minimum threshold requirements established by the Coordinating Commission for Postsecondary Education (CCPE). Should a program not meet the established thresholds, Nebraska Statute 85-1414 establishes the expectation for the institution and its governing board to complete an in-depth review. Programs continued by the governing board shall be further monitored by the governing board which shall report the status and process of the monitoring to the CCPE.

During its last review, the Sociology Program at Wayne State College did not meet the required minimum 5-year mean threshold for number of graduates for baccalaureate programs, which is seven (7). The program has completed an in-depth review and has recommended continuation of the program. The findings of that review are provided to the Board in the attached report for approval and subsequent submission to the CCPE for consideration for continuation of the program.

The System Office and Wayne State College support the findings of the in-depth review and the recommendation for continuation of the program. For each of these in-depth reviews, the Colleges are asked to outline strategies/approaches for continuing to improve enrollments and graduate production in the future, which warrants ongoing assessment and evaluation by the Board. An annual review of enrollment and graduate numbers will be shared with the Board each Spring term to monitor progress of the program's growth related to these recruitment efforts.

The System Office and Wayne State College recommend approval of the Continuation of Sociology Program at Wayne State College with Annual Monitoring.

ATTACHMENTS:

- 2021 WSC Sociology Existing Program Review Report with In-Depth Review (PDF)

**WSC Existing Program Review Report 2021
Sociology**

1. Section One: Overview of Program Offerings

Major	Option, Concentration, Focus Area or Endorsement	Minor	Undergraduate	Credit Hours
Sociology	Sociology Subject Endorsement (7-12)		BA/BS	36
Sociology	Sociology		BA/BS	36
Sociology		Anthropology		21
Sociology		Sociology		21

This program is not externally accredited.

2. Section Two (Option A): Analysis of Program, Including Adequacy of Resources and Related Concerns

The Sociology program uses direct and indirect measures for its program assessment. The direct measure is a standardized 50 question sociology subject exam. The key indirect measure is a student satisfaction survey. Students routinely note a desire for a wider range of elective course offerings.

Anthropology has been a part of the sociology program for many decades. In December 2018, our tenured Anthropologist retired after returning for one semester after taking sabbatical. The position was not renewed. Students continue to indicate interest in this area of sociology as our SOC 110 Introduction to Anthropology is included to meet the WSC General Studies Program, Core Academic Tenet (CAT) 8. While we have been considering removing SOC 110 Introduction to Anthropology from the Sociology program, we have retained the course for the time being in the interest of helping to serve the General Studies program.

A great opportunity we see for the future is to investigate the possibility of submitting a proposal to the General Studies program committee of one or more alternative courses that could be offered in replacement of, or in addition to, SOC 110. The department is thinking about re-purposing our SOC 345 Race and Ethnic Relations course to be included in the general studies curriculum rather than an upper-division course. Keeping SOC 110 as an elective is a consideration.

Faculty and faculty related resources:

The Sociology program has 1 tenured and 1 tenure track faculty member with terminal degrees in Sociology. Prior to the senior faculty member, Dr. Monica Snowden joining the program in 1997, and up until the retirement of the tenured Anthropologist in 2018, the sociology program was staffed by 3 full-time faculty members—2 Sociologists and 1 Anthropologist. Additionally, during some semesters the program draws on FTE of tenure track faculty from the Political Science program to cover 6 hours of required research methods courses in the Sociology major (SSC 300 Social Science Research Methods & SSC 319 Statistics for Social Sciences). Though additional faculty would help offset some of the SCH teaching load, resources are adequate.

Opportunities:

It is important to note that our honors students often present their honors projects at state and regional conferences, the annual Nebraska Undergraduate Sociology Symposium (NUSS) and/or the Midwest Sociological Society (MSS) annual meetings. The schools that bring students to NUSS are UNL, UNK, UNO, Nebraska Wesleyan, Doane University, Midland University, and Creighton University. WSC sociology students stand out amongst their peers in the state in conducting and excelling in original research. In the last 7 years, 6 of our students have been awarded in the paper competition at NUSS. The Sociology program at WSC does not require students to complete an internship, but many students do complete in a broad range of settings, such as the Northeast Nebraska Department of Public Health, UNMC School of Public Health, Nebraska Appleseed, The Center for Rural Affairs, and Haven House Family Services Center in Wayne, NE. Students earn credit hours in the major for their internship. As such, our students have also participated in internship panels at NUSS to share experiences with students from across the state.

In the past seven years, we have had courses identified in the on-campus class schedule as service-learning courses. In the fall semester of 2019 and 2020, a sociology class was identified to participate in an applied collaborative learning project with students from the University of Nebraska Medical Center Northern Division College of Nursing, Norfolk campus, to complete an Inter-Professional Educational (IPE) project. The project culminates in an event at the end of the semester. Nursing students and Wayne State Students work together and learn about, from, and with each other to enable effective collaboration and improve health outcomes.

We want to expand opportunities for sociology majors and minors to conduct original research, find valuable internships, and participate in collaborative research projects, service learning, and community-based research.

We acknowledge that faculty-led labs for students to work on research projects would greatly benefit students who need to develop their curriculum vitas for application to increasingly competitive graduate programs and enhance the College's mission to meet the needs of the region. One area of focus that the sociology faculty has been involved is creating and supporting the rural mental and behavioral health pipeline and workforce. There is much to be done in this area to prepare students to enter into the unlicensed and licensed mental and behavioral health fields and providing opportunities for the existing workforce in the College's service region to acquire continuing education credit. The Sociology program and faculty are interested in helping meet this need.

We also would like to create an undergraduate TA position. The undergraduate(s) TA could be trained to grade assignments and assist in research courses and with individual student research projects. The TA position would help build the student's resume and curriculum vitae as well as help to ensure that all students are best prepared to successfully enter unlicensed career fields as well as those that will require post-graduate study.

Informational resources (library, technology, data services, etc.):

Informational resources, including library, technology, and data services, are adequate.

Opportunities:

WSC's renewal of licensure for access to SPSS is critical to the Sociology program because gaining competency in basic quantitative research skills is one of the key learning outcomes of the program.

Acquiring licensure for a qualitative research package, such as QDA Miner 6 would enhance our program's capacity to ensure competency in basic qualitative research, which is a key learning outcome for the program.

Providing access to CITI (and IRB) training for our students would enhance our program.

Physical facilities and instructional equipment, if applicable:

Classroom space and computer and projection equipment is adequate.

3. Evidence of Demand and Efficiency (per established CCPE standards for 5-year means)

Number of Degrees/Awards in Program		SCH/FTE
Baccalaureate	7	300
Masters	5	300
Specialist	4	300

		15-16	16-17	17-18	18-19	19-20	5 yr avg
Student Credit Hours (SCH)		2,343	2,328	2,330	2,124	1,992	2,223
Faculty Full-time Equivalency (FTE)		3.00	3.13	2.63	2.88	3.01	2.93
SCH/Faculty FTE		781	744	886	738	663	759
Number of Degrees and Awards <i>(list degrees/ awards separately)</i>	BA	1	0	0	0	0	0.2
	BS	3	4	8	11	2	5.6

The five-year SCH average is 2,223 with the FTE of 2.93. We feel that the demand for this program, and for the courses within the program is strong. This is evidenced by the 5-year average of SCH/Faculty FTE is 759. It is greater than the 5-year average of 713, reported in the 2008-2013 program review. The SCH/Faculty FTE of 759 exceeds the 300 established by the CCPE. Finally, the Ruffalo Noel Levitz' *Wayne State College: Academic Program Environmental Scan* (2016), lists Sociology as a medium demand bachelor's program in which WSC is only meeting 2% of its market share. These data points demonstrate strong interest in, and need for, Sociology coursework. It also represents a wonderful opportunity for WSC to support sociology and related programming.

4. Section 4 (Option A): Justification and Evidence of Need

- The Sociology Program is critical to the role and mission of the institution.

The Sociology program is critical to the role and mission of WSC by its strong commitment to, and high performance in, preparing 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.”

Sociology majors find employment in both the private and public sectors. Sociology majors are prepared for career and post-graduate study in human and social services, community and city development and planning, criminal justice fields and law, human resources, business and marketing research, policy fields, public health, mental and behavioral health, and medicine. Sociology course work is critical to pathway programs of study for the three high demand occupations for Nebraska: nursing, elementary school teachers, and secondary school teachers (<http://h3.ne.gov/welcome.xhtml>).

Furthermore, the Sociology faculty have a long tradition of providing individualized instruction to their majors. This includes, but is not limited to, mentoring original student research that can be presented at state, regional and national conferences as well as facilitating internships, service learning and community-based research projects. Many of our graduates pursue post-graduate study. In the last 7 years we have 2 Sociology alum that have obtained a PhD in Sociology with recent tenure-track appointments. Other WSC Sociology alum have acquired a PhD in Counseling Psychology, Master’s degrees in Sociology and Social Work as well as law degrees. Additionally, WSC Sociology alums hold tenured positions in the Sociology departments at Nebraska Wesleyan & Midland University.

A final important connection to the College’s mission is the focus on diversity, which is part of all Sociology courses. The Sociology program also offers specific courses that center topics of diversity and inclusion, such as SOC 345 Race and Ethnic Relations. We have interest in converting this course to a general studies course.

- The Sociology program contains courses supporting general education or other programs.

Table 1 illustrates the Sociology courses required or identified as an elective in other WSC majors, minors, or program of study. The table does not show that several of the pre-professional health majors, such as dental hygiene, recommend SOC 101. Students in the Pre-Medicine program often take SOC 101 because a quarter of the MCAT exam is devoted to Psychology and Sociology.

Table 1: SOC Courses in the WSC Course Catalog Required (X) or Identified as an Elective Option (*) in Another Major, Minor or Program of Study

Course	General Studies (CAT)	Human Services Counseling Major	Pre-Nursing	Public Health Minor	Environmental Studies Minor	Pre-Law Minor	Criminal Justice Major
SOC 101 Introduction to Sociology	*(5)	X	X				
SOC 220 Social Problems		X	*				*
SOC 110 Introduction to Anthropology	*(8)			*			
SSC 300 Social Science Research Methods				X			*
SSC 319 Statistics for Social Sciences			*	*			*
SOC 305 Sociology of						*	*

Deviance							
SOC 320 Social Welfare		X					*
SOC 408 The Sociology of Mental Health				*			
SOC 345 Race & Ethnic Relations			*	*			
SOC 355 Human Populations					*		
SOC 415 The Family		X	*				
SOC 420 Environmental Sociology				*	X		
SOC 460 Social Inequalities				*		*	

- Student or employer demand is high and external funding would be jeopardized by discontinuing the program.

Sociology courses are in high demand by students. Over the course of the last 7 years, enrollment caps for low and upper level sociology courses have risen, and many are exceeded. The high SCH/FTE demonstrates the demand and need for sociology courses.

Additionally, the skills that a Sociology major imparts are highly desired by employers in a variety of workplaces, and as evidenced through the links below.

Key skills and knowledge identified by employers are (see links below for references):

- Communication skills—written and oral
- Problem-solving skills
- Ability to complete an applied learning project
- Ability to work in a team—including the ability to solve problems with people from different backgrounds & with views different from their own
- Quantitative research skills
- Critical thinking and analytical skills
- Intercultural skills
- Completion of a service-learning project, participation in a collaborative research project, a field research project in a diverse community setting with people from different backgrounds, or a community research project
- Both field specific & broad knowledge
- Civic and institutional knowledge

Hart Research Associates, 2015

<https://www.acu.org/sites/default/files/files/LEAP/2015employerstudentsurvey.pdf>

Job Outlook 2019, National Association of Colleges and Employers

<https://www.nacweb.org/talent-acquisition/candidate-selection/employers-want-to-see-these-attributes-on-students-resumes/>

- The Sociology program provides unique access to an underserved population or geographical area.

Sociology course work uniquely prepares students to work with underserved populations as well as working in diverse settings. The Sociology program's curriculum offers courses that prepare students to work in the unlicensed mental and behavioral health workforce and for post-graduate study to become a licensed mental and behavioral health professional.

Sociology courses are required in the Human Services Counseling major offered at the WSC South Sioux City Campus, providing access to a 4-year degree for underserved populations in the College's service region. The Sociology program offers one or more classes every semester at the SSC Campus.

- The Sociology program meets a unique need in the region, state, or nation.

Sociology supports a broad range of careers in the private and public sectors, including social services, human relations, criminal justice, public health, and counselor services as well as preparing students for a broad range of post-graduate education (also see the first justification).

Sociology courses are a critical source of training and education for those students who plan to enter public-facing fields. One such field is health care. For example, students who apply to medical school must take the Medical College Admissions Test (MCAT). Part of this exam tests a student's knowledge of sociological concepts. Additionally, while it is glaringly apparent that America needs to invest in and develop the behavioral health care workforce, the need is especially dire in rural areas. The Sociology program has responded to meeting the demand for training the next generation of health care workers and professionals in three important ways.

First, Dr. Snowden, Sociology professor and Chair of the Department of Psychology and Sociology, co-chaired the WSC President's Taskforce for Career Development in Behavioral Health (CDBH) from November 2018 to September 2019. The Taskforce delivered a report to the President on the behavioral health care needs of the College's service region and an outline of specific steps that WSC can take to become a model for rural behavioral health education. Sociology courses are integral to building pipeline programs and sustaining the behavioral health care workforce.

Second, we have reviewed and updated the Sociology curriculum. For example, Introduction to Sociology helps to prepare students for the MCAT and health related fields, while advanced pre-professional health students will find upper-level courses very beneficial. In addition to offering a minimum of 3 sections of Introduction to Sociology each term, we have added a Sociology of Mental Health course that is offered at the 400 level and may submit a proposal to list the course at graduate level. Additionally, we have submitted an academic policies proposal to rename and change the description of SOC 355 Human Populations to, Health and Human populations. With Dr. Shelton's addition, the department can now offer more special topics courses about health care work and organization.

Third, we have formed a partnership with the nursing faculty at the University of Nebraska Medical Center, Northern Division College of Nursing. Through this collaboration with nursing faculty, our students participate in an Interprofessional Education (IPE) event at the end of the semester. Nursing students and Wayne State Students work together and learn about, from, and with each other to enable effective collaboration and improve health outcomes. The courses that have participated are SOC 320 Social Welfare and SOC 415 The Family.

The stated objectives of the IPE on our assignment identify that students from the WSC Sociology of Welfare Class and UNMC BSN nursing programs will:

- Learn about, from, and with each discipline to enable effective collaboration and improve health outcomes.
- Understand the role of other healthcare professions
- Apply cultural competency
- Apply Structural competency (i.e., environmental factors, health disparities)
- Identify opportunities and barriers to effective healthcare and outcomes
- Effectively use skills to communicate with team members from other disciplines

Students from both WSC and UNMC nursing have responded positively to this experience. The IPE collaboration is also important to the accreditation of the UNMC Northern Division College of Nursing program. The collaboration will continue between the two groups of faculty and students.

A final key action taken by the Sociology program to improve the program and respond to changes in student and regional needs is development and expansion of Sociology courses offered online. Sociology offered no online courses until the Summer 2019. The Sociology program has steadily grown its online course offerings, which has helped to expand elective course offerings for majors and minors, as well as provide an opportunity for high school teachers in Nebraska to acquire the necessary credit hours to continue to teach Sociology in their schools.

As stated above: The Sociology program is critical to the role and mission of WSC by its strong commitment to, and high performance in, preparing 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."

Sociology majors find employment in both the private and public sectors. Sociology majors are prepared for career and post-graduate study in human and social services, community and city development and planning, criminal justice fields and law, human resources, business and marketing research, policy fields, public health, mental and behavioral health, and medicine. Sociology course work is critical to pathway programs of study for the three high demand occupations for Nebraska: nursing, elementary school teachers, and secondary school teachers <http://h3.ne.gov/welcome.xhtml>).

Regarding room for growth and opportunities to grow, what follows is a list of points being considered:

- The sociology major has room for growth. According to the *Wayne State College: Academic Program Environmental Scan Report* by Ruffalo Noel Levitz (2016) sociology falls in the medium demand category for bachelor's programs. WSC's market share for sociology is at 2%.
- Sociology major/minor is appropriate for pre-professional health fields, such as Occupational Therapy. These students, however, are assigned to the Life Sciences department.
- Sociology Major/Minor is also appropriate for Accelerated Nursing and the Public Health Minor.
- Sociology Major/Minor could link with a Behavioral Health Minor (if developed).
- Sociology Major/Minor could link with a Gerontology minor (if developed).
- Sociology Major could link with other programs or develop a minor in City Planning and Urban Development.
- Offer Sociology honors course Spring 2021

Recruitment efforts could include:

- Starting Your College Search Saturday (meet with high school juniors and their families).
- Focus on You Friday (meet with high school seniors and their families).

- Meet with prospective sociology students individually throughout the year.
- Psychology and Sociology Meet and Greet (not held Fall 2020 due to COVID-19; plan to host Fall 2021).
- Psychology/Sociology Club or Sociology honorary society AKD host guest speakers representative of the field of Sociology.
- Sociology program is offering more courses online working towards the potential to offer the major or minor online.
- Take prospective and current sociology students to the Nebraska Undergraduate Sociology Symposium in the fall 2021.
- Advise the WSC chapter of Active Minds that raises awareness of mental health issues, including stigma, and the role of psychology and sociology in making a positive difference in the lives of people living with mental illness.
- Re-instate the sociology honorary society, Alpha Kappa Delta, spring 2021.
- Take prospective and current sociology majors to the Nebraska Undergraduate Sociology Symposium Fall 2021.
- PSSO Meet and Greet Spring 2021.
- The sociology honorary society, AKD, host a careers panel with WSC alum's Fall 2021.
- Develop Internship site guide book for students to assist in identifying possible internships, Fall 2021.
- Develop new Fact Sheets for the Sociology Major/Minor for the licensed behavioral health care fields, if possible Fall 2021.
- Develop Webinars for Sociology Major/Minor, if possible, Fall 2021.
- Share fact sheets and other information with high school counselors in the region to promote sociology major and minor—Fall 2021, if possible.



Nebraska State College System

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Teaching Excellence Award Recipients

2020	Beth Wentworth, CSC, Mathematics	2002	Sarah Crook, PSC, Social Science
2019	Tracy Nobiling, CSC, Justice Studies	2001	Deborah Whitt, WSC, Communications
2018	Randy Bertolas, WSC, Geography	2000	Dan Holtz, PSC, English
2017	Glenn Kietzmann, WSC, Biology	1999	Barbara Limbach, CSC, Business/Econ
2016	Bruce Hoem, CSC, CPSW	1998	Patricia Cruzeiro, CSC, Education
2015	James Wada, CSC, Criminal Justice	1997	Pearl Hansen, WSC, Art
2014	Laura Dendinger, WSC, Business	1996	Dan Cox, PSC, Education
2013	G.W. Sandy Schaefer, CSC, Music	1995	Ken Halsey, WSC, Business
2012	Michael B. Leite, CSC, Geoscience	1994	Charollene Coates, CSC, Education
2011	Christy L. Hutchison, PSC, Business	1993	Lois Veath, CSC, Physics
2010	Greg Galardi, PSC, Criminal Justice	1992	Carol Pappas, PSC, Biology
2009	Michael Barger, PSC, Biology	1991	Russ Rasmussen, WSC, Chemistry
2008	Todd Young, WSC, Physics	1990	Don Welch, KSC, Poetry
2007	Tamara Womer, WSC, Mathematics	1989	Cornell Runestad, WSC, Music
2006	Jason Karsky, WSC, Criminal Justice	1988	Don Kaufman, KSC, Chemistry
2005	Mary Ettl, WSC, Chemistry	1987	George Watson, CSC, Criminal Justice
2004	Robert Stack CSC, Mathematics	1986	Cliff Ginn, WSC, Political Science
2003	Jean Karlen, WSC, Sociology	1985	Robert Lind, KSC, Geography

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **Approve Salary Policy 2021-2022**

Non-Unionized Professional Staff. On July 1, 2021, each College and the System Office is authorized to provide a two percent (2%) salary increase to non-union professional staff employees.

Non-Unionized Support Staff. On July 1, 2021, each College and the System Office is authorized to provide a two percent (2%) salary increase to non-union support staff employees.

Non-Unionized Faculty. On July 1, 2021, each College is authorized to provide a two percent (2%) salary increase to non-union faculty employees.

Background Information:

NAPE/AFSCME Support Staff Employees. The 2021-23 NSCS-NAPE/AFSCME Bargaining Agreement was approved by the Board on January 13, 2021. The Agreement provides a two percent (2%) salary annual increase on July 1, 2021; incremental salary adjustments based on five, ten, fifteen, twenty and twenty-five years of service; and, other adjustments to the salary grade charts.

NSCPA Professional Staff Employees. NSCPA did not initiate collective bargaining in a timely manner. The Chancellor offered a two percent (2%) annual salary increase on July 1, 2021 and July 1, 2022 and NSCPA accepted the offer on December 21, 2020.

SCEA Faculty Employees. The 2021-23 NSCS-SCEA Bargaining Agreement was approved by the Board on January 13, 2021. The Agreement provides for a two percent (2%) salary increase on July 1, 2021.

The System Office recommends approval of the Salary Policy 2021-2022.

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **Approve Memorandum of Agreement with Laramie County Community College for Chadron State College**

Per Board Policy 7015, which requires Board action for approval of academic agreements, Chadron State respectfully requests approval of the Memorandum of Agreement which supports collaborative opportunities and initiatives between Chadron State and Laramie County Community College.

The System Office and Chadron State College recommend approval of the Memorandum of Agreement with Laramie County Community College for Chadron State College.

ATTACHMENTS:

- CSC LCCC Memorandum of Agreement (PDF)

MEMORANDUM OF AGREEMENT
between the
BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
doing business as
CHADRON STATE COLLEGE
and
LARAMIE COUNTY COMMUNITY COLLEGE

Chadron State College (CSC) and Laramie County Community College (LCCC) are committed to providing opportunities for student access to, and success in, higher education. Therefore, this Memorandum of Agreement (MOA) is designed to foster the creation of undergraduate transfer initiatives between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (CSC) and (LCCC).

The purpose of this MOA is to enrich lives, invigorate regional communities, and foster the development of engaged leaders and citizens. The strategic plans of CSC and LCCC value collaboration, engaged teaching and learning, diversity and inclusion, innovation, learner-centered experiences, and integrity.

Under the provisions of this MOA, CSC and LCCC agree to the following:

Program Development

- 1) CSC and LCCC will collaborate on the development of program articulations and provide the information necessary to successfully promote, develop, and maintain the partnership.
- 2) CSC and LCCC academic personnel will collaborate each spring to ensure that any changes in curriculum are considered and reflected in the program articulations.

Transfer of Students

- 1) All students transferring from LCCC to CSC will be held to the conditions of the current version of Nebraska State College System's Policy 4430: Transfer of Credit and Degrees.
- 2) Students who transfer from LCCC will present credits for transfer evaluation in fulfillment with CSC requirements. The use of courses taken at other institutions toward fulfillment of CSC requirements will be assessed by CSC for equivalency.

Admissions, Registration, and Advising

- 1) CSC and LCCC will collaborate on recruiting, advising, and retention efforts to support student success and completion of academic and personal goals. LCCC students are strongly encouraged to work with an academic advisor at CSC and an academic advisor at LCCC. CSC advisors will be available to assist LCCC students with appropriate academic advising related to their intended plans of study to complete a LCCC associate degree prior to transferring to CSC. The names and directory information of LCCC students interested in pursuing a 2+2 program with CSC will be provided to CSC to facilitate the advising and registration process. Additionally, 2+2 program articulation materials will be distributed to students and utilized as advising tools to

assist with identifying course-to-course and program transfer equivalencies.

- 2) An LCCC student maintaining continuous enrollment and following the academic pathway in place under the LCCC catalog of record for the year the student begins at LCCC will matriculate to CSC under the same catalog year. A break in enrollment may cause the student to be readmitted under a different catalog year and therefore the requirements set forth in that catalog.
- 3) CSC and LCCC will work to identify reverse transfer opportunities for students.
- 4) Transfer students from LCCC are eligible to be on the CSC Dean's list each semester by obtaining twelve (12) CSC semester-graded hours with a minimum grade point average of 3.5 or above.

Financial Aid

- 1) All non-resident incoming undergraduate transfer students, regardless of GPA, class rank or test scores, will pay the Eagle Rate for face-to-face courses.
- 2) Transfer students from LCCC will have the opportunity to apply for CSC transfer student scholarships.

Resources

- 1) CSC and LCCC will explore opportunities for the cross-sourcing of mutually agreed upon resources, including, but not limited to, personnel, information technology, space, equipment, and grant or external funding opportunities, to enhance the teaching and learning experience for students.
- 2) CSC and LCCC will develop a shared marketing plan to promote, throughout the region, program pathways.
- 3) CSC will, at a minimum, collaborate annually with LCCC officials to advance each institution's regional efforts.

Conditions

- 1) This MOA shall commence on August 1, 2021 and will expire June 30, 2024, unless terminated earlier by either Party upon 90 days' written notice to the other Party.
- 2) The MOA can be extended by a written amendment signed by both Parties.
- 3) LCCC and CSC will evaluate this MOA annually and provide summary reports to their respective Presidents on ongoing initiatives, timelines and outcomes.
- 4) Both Parties affirm that they will comply with the Family Education Rights and Privacy Act (FERPA) for sharing student information.

1)

The designated representatives of the parties for the purposes of monitoring and oversight of this MOA are:

Dean for the School of Health Science and Wellness, Laramie County Community College
(307) 778-1118

Vice President for Academic Affairs, Chadron State College (or designee)
(308) 432-6203

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

Dr. Randy Rhine, President,
Chadron State College

Date

Dr. Paul Turman, Chancellor
Nebraska State Colleges

Date

For Laramie County Community College:

Dr. Cindy Henning, Chair, Exercise Science Department
Laramie County Community College

Date

Ms. Starla Mason, Dean, School of Health Sciences & Wellness
Laramie County Community College

Date

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **Approve Amendment to Agreement with Tecumseh State Correctional Institution for Peru State College**

An amendment to the original Agreement between the Tecumseh State Correctional Institution (TSCI) and Peru State is needed to update the language related to compensation for students admitted to the Correctional Workforce Development Pathway Program who are working at TSCI. Board Policy 7015 requires Board action for approval of all academic agreements.

The System Office and Peru State College recommend approval of the Amendment to Agreement with Tecumseh State Correctional Institution for Peru State College.

ATTACHMENTS:

- PSC TSCI Partnership Agreement Amendment (PDF)

AMENDMENT TO

CORRECTIONS WORKFORCE DEVELOPMENT PATHWAY (CWDP) AGREEMENT

BETWEEN

THE NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
d/b/a Tecumseh State Correctional Institution

AND

THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
d/b/a Peru State College

On November 30, 2020, the Nebraska Department of Correctional Services, doing business as the Tecumseh State Correctional Institution (TSCI), and the Board of Trustees of the Nebraska State Colleges, doing business as Peru State College (PSC) (collectively the “Parties”) entered into the Corrections Workforce Development Pathway (CWDP) Agreement.

This Amendment between TSCI and PSC shall commence on March 17, 2021 and amend Section 7 of the original Agreement as follows:

7. **CWDP PROGRAM STUDENT INCENTIVES.** The CWDP Program Incentives for each PSC student who has been accepted into the CWDP Program can be awarded for up to four (4) years and will include the following:
 - A. **Tuition Scholarship and Living Allowance.** CWDP Program students shall receive \$12,500 per academic year, which shall be divided equally between the fall and spring terms and applied to the participating students’ accounts. Such funds are to be used toward tuition, fees, books, room, and board. Students are responsible for any remaining balance on their accounts and all other associated fees, charges, books and expenses.
 - B. **TSCI Salary.** CWDP Program students will be paid by TSCI for hours worked at TSCI throughout the CWDP Program. TSCI will track and pay hours worked by PSC students using the same procedures for all hourly staff. CWDP Program students will be paid on a bi-weekly schedule.
 - C. **Summer Housing Allowance.** CWDP Program students who agree to work at TSCI during the summer term shall be provided a summer housing allowance of \$2,500 in addition to any wages earned at TSCI. This housing allowance will be applied to the student’s account toward summer housing charges. If the student is not living on campus during the summer, this allowance will be refunded from the account to the student. This allowance is available to facilitate continuous employment at TSCI during the summer.

The remaining terms and conditions of the Agreement continue in full force and effect.

For the Nebraska Department of Correctional Services, doing business as Tecumseh State Correctional Institution:

Todd Wasmer, Warden, Tecumseh State Correctional Institution

Date

Scott Frakes, Director, Nebraska Department of Correctional Services

Date

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

Dr. Dan Hanson, President, Peru State College

Date

Dr. Paul Turman, Chancellor, Nebraska State Colleges

Date

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **Approve Distinguished Service Award for Peru State College**

Board Policy 4500 allows Presidents to make recommendations to the Board for Distinguished Service Awards. A Recommendation for a Distinguished Service Award has been submitted by Peru State President Dan Hanson. Information regarding the recommendation will be shared with the Board at the meeting.

The Distinguished Service Award is for an outstanding person who, or organization that, has made a significant contribution to a College or to an alumnus who has achieved distinction and recognition, which reflects favorably upon the image of the Nebraska State College System.

The System Office and Peru State College recommend approval of the Distinguished Service Award for Peru State College.

ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

March 17, 2021

ACTION: **Approve the Collaborative Agreement with Aruba Ministry of Education for Wayne State College**

Wayne State College has collaborated with Aruba Ministry of Education since 2019. This Agreement expands the collaboration and partnership so Wayne State can offer a course of study known as "Community of Learning" for teachers in Aruba.

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

ATTACHMENTS:

- WSC Aruba Ministry of Education Agreement (PDF)

COLLABORATIVE AGREEMENT

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 Collaborative Agreement 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).

The Ministry and WSC entered into a Memorandum of Understanding ("MOU") in June 2019 that is attached hereto as Exhibit 1. Through the MOU, the Ministry and WSC memorialized their shared desire to "[e]ncourage and develop cooperation and exchanges for study, research and internships in STEM, teacher education, curriculum/program development, health, business, and hospitality."

WSC offers a course of study known as "Community of Learning" for teachers (see, generally, <https://www.wsc.edu/community>), and wants to make that course of study available to qualified teachers in Aruba through the Ministry at its Instituto Pedagógico Arubano (IPA). The Ministry certifies teachers to deliver classroom instruction in Aruba, and wants to provide proven professional growth opportunities for those teachers at an affordable price.

Parties have agreed to the following:

1. Payment

- a) To achieve their shared goals, the Ministry agrees to provide the Community of Learning course of study through the IPA consistent with WSC's standards for that course of study. In return, WSC agrees to provide the Ministry with professional assistance and guidance regarding the Community of Learning course of study, and to pay the Ministry a total of Forty Thousand US Dollars and No Cents (US \$40,000.00) to help make the Community of Learning course of study more affordable for the Ministry. WSC shall pay the Ministry Ten Thousand US Dollars and No Cents (US \$10,000) upon the full execution of this Collaborative Agreement and then four installment payments of Seven Thousand Five Hundred Dollars and No Cent (\$7,500) in June and December 2021, and June and December 2022, all to subsidize the costs associated with the Community of Learning course of study (specifically, to help cover the costs of one or more adjunct professors, one or more mentors, room rentals, travel, supplies, and marketing materials

- b) WSC's obligation to make the payments described in Paragraph 1(a), above, is conditioned upon adequate student enrollment in the Community of Learning course of study and the ongoing participation of qualified Facilitators in the Community of Learning course of study. If, at any time, enrollment in the Community of Learning course of study drops to five or fewer students, WSC shall have the option to deliver the remainder of the Community of Learning course of study online to the remaining students. Likewise, if, at any time, the IPA is unable to furnish qualified (in WSC's sole discretion) Facilitators to help deliver the Community of Learning course of study, WSC shall have the option to deliver the remainder of the Community of Learning course of study online to the remaining students.

2. Usage of Funds

- a) The Ministry shall use all of the money it receives from WSC under this Collaborative Agreement to offer and administer (e.g., to cover the costs of for one or more adjuncts, one or more mentors, reasonable travel expenses, rent and custodial fees, educational supplies such as books, and marketing materials) the Community of Learning course of study and for no other purpose.
- b) WSC shall provide reasonable professional assistance and guidance to the Ministry regarding the Community of Learning course of study on an "as-needed" basis.

3. Communication of Progress

- a) The Ministry or its designee shall periodically update WSC's Vice President of Academic Affairs, in writing, regarding the Community of Learning course of study. Those periodic updates will contain sufficient information about the number of students enrolled, their performance, and the overall delivery of the Community of Learning course of study to allow WSC to determine, in its sole discretion, the success of the Community of Learning course of study contemplated in this Collaborative Agreement.

4. Termination

- a) The Ministry may withdraw from this Collaborative Agreement at any time and for any reason. WSC may withdraw from this Collaborative Agreement at any time for cause. "Cause" exists for WSC to withdraw from this Collaborative Agreement if it determines, in its sole discretion, at any time, (a) that the Ministry or any of its employees or agents misused any of the payments WSC made under this agreement, (b) that the Ministry or any its employees or agents have engaged in an unlawful, immoral, or improper conduct related to the Community of Learning course of study, or (c) that the Ministry or any of its employees or agents have broken any laws related to the Community of Learning course of study.
- b) Should the Ministry withdraw from this Collaborative Agreement, it must immediately refund to WSC any money it received from WSC under this Collaborative Agreement that it has not yet spent on the Community of Learning course of study. In the event the Ministry and WSC cannot agree on the amount of any such refund, or upon WSC's reasonable request, the Ministry shall provide WSC with an accounting of its expenditure of any money it received from WSC under this Collaborative Agreement.

- c) Should WSC withdraw from this Collaborative Agreement for any other reason than for cause (as set-forth in Paragraph 4(a) of this Collaborative Agreement), students enrolled through the Ministry in the Community of Learning course of study as of the date of WCS's withdrawal shall have the opportunity to complete another WSC program online in order to obtain a degree comparable to the one they would have earned if they had successfully completed the Community of Learning course of study.

5. Amendment

This Collaborative Agreement may be amended only by a written document signed by both the Ministry and WSC.

6. Jurisdiction

This Collaborative Agreement shall be governed by the laws of the State of Nebraska, United States.

7. Liability




The Ministry acknowledges and agrees that under this Collaborative Agreement or any dispute arising therefrom, WSC can be liable to the Ministry for no more than Forty Thousand US Dollars and No Cents (US\$40,000.00).

8. Headings

The headings used in this Collaborative Agreement are for the convenience of the parties and shall not be considered to interpret the meaning of any provision.

9. Continuance

The Ministry and WSC each acknowledge and agree that the term of this Collaborative Agreement is January 11, 2021 to December 31, 2022. After December 31, 2022, no party shall have any ongoing obligations or responsibilities under this Collaborative Agreement lest a continuation is agreed to by both parties in writing. The expiration of this particular Collaborative Agreement shall not impact the MOU between the Ministry and WSC.

<p><small>DocuSigned by:</small>  Dr. Marysz P. Rames, President Wayne State College</p>	<p>_____</p> <p>Date</p>
<p><small>DocuSigned by:</small>  Dr. Paul Turman, Chancellor Nebraska State Colleges</p>	<p>_____</p> <p>Date</p>
<p><small>DocuSigned by:</small>  Dr. Amando R. Lampe Aruban Minister of Education</p>	<p>_____</p> <p>Date</p>

DOCS/2542407.5

Attachment: WSC Aruba Ministry of Education Agreement (2907 : Collaborative Agreement with Aruba Ministry of Education for Wayne State

ITEMS FOR DISCUSSION AND ACTION
FISCAL, FACILITIES AND AUDIT

March 17, 2021

***ACTION:* First and Final Round Approval of Revisions to Board Policy
6018; Trust Funds**

Proposed changes to Policy 6018 include general updates to the policy since the last update in 2012. These include changes to the fund number structure at the state level, and the addition of the Davis Scholarship Trust Fund. References for the Student Activities Trust Funds are also updated. Finally, on page two of the proposed changes, the authority is given to establish additional trust funds, as needed, for the tracking of non-federal restricted funds. A recent example is the new trust fund established for the Peru State College partnership with the Department of Corrections.

The System Office recommends approval of the Revisions to Board Policy 6018; Trust Funds.

ATTACHMENTS:

- Revisions to Board Policy 6018 (PDF)

FISCAL OPERATIONS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 6018

Trust Funds

Page 1 of 2

BOARD POLICY

Trust Funds are assets held by the Colleges and the System Office in a trustee capacity. The general duty of each institution is to administer any trusts expeditiously for the benefit of the organization(s) providing the funds. All expenditures are to be made in accordance with the terms of any trust agreement(s) which have been adopted.

Board of Trustee's Trust Funds

The Board may deposit and expend funds from the following ~~three-four~~ (4) Trust Funds: The Normal School Endowment Trust Fund (63280); the State College Endowment Trust Fund (65010); ~~and~~ the Education Enhancement Trust Fund (65070) and the Davis Scholarship Trust Fund (64960). All expenditures from these funds shall support the role and mission of the System. All revenues to be credited to these funds shall be deposited with the State Treasurer. The Nebraska Investment Council shall be responsible for investing all funds and reporting on those investments to the System Office.

The Normal School Endowment Fund (63280) is, by statute, under the control of the Educational Land and Funds and is the depository for the principal received from the sale of Normal School Lands. This principal may not be expended. The interest earnings on the principal shall be transferred to the 65010 account and expended as determined by the Board.

The State College Endowment Fund (65010) is the depository for the rental income from the Board of Trustees' farmland and the interest earned from investing funds in the 63280 and 65010 accounts. Other State College receipts may also be deposited to this fund when they are intended for the benefit of the System. Disbursements from this fund shall be limited to those expenditures that will benefit the System.

The Education Enhancement Trust Fund (65070) is the depository for contributions received by the Board from donors for endowed activities or special projects. Disbursements shall be made according to their intended purpose as determined by the Board.

The Davis Scholarship Trust Fund (64960) is the depository for all contributions received by the Board for student scholarships for the Davis Chambers Scholarship program. Disbursements from this fund shall be limited to scholarships awarded to students.

Student Trust Fund

The Colleges are authorized to establish a Student Trust Fund whereby funds can be collected, held in trust and expended for various student activities. This ~~fund-trust~~ shall be called the Student Trust Fund and no other funds shall be deposited and co-mingled in this ~~fund-trust~~. Funds designated for Student Trusts are Chadron State College Student Activities (65050), Peru State College Student Activities (65030); and Wayne State College Student Activities (65040).

Revenue generated by the Student Activity Fee shall be deposited into the Student Trust Fund. The amount of this special fee shall be submitted to the Board for approval as part of the annual fee recommendations.

The appropriate student organization at each College, following its approved guidelines, shall determine the purposes for which the Student Trust Funds are to be spent. College staff may assist the student organization(s) in administering the fund but shall retain no control over how it is to be used.

Interest earnings accruing to this fund shall be retained in the fund and used for student-determined activities.

FISCAL OPERATIONS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 6018

Trust Funds

Page 2 of 2

Other Trust Funds

The System Office may establish additional Trust Funds, as needed. The Colleges may request additional Trust Funds for tracking of non-federal restricted funds, which could include private or state grants and contracts, foundation project funds, and others.

The Colleges are authorized to establish other sub-accounts in the Trust Fund account into which non-federal restricted funds, which are provided by students or other entities for a specific purpose, can be deposited and expended. Examples of other sub-accounts that are authorized by this policy include Student Event Fee and Student Publications. These distinct sub-accounts shall be used to account for each restricted fund separately from all others in the Trust Fund.

No personal services positions shall be funded through the Trust Fund account, unless funds have been specifically designated for that purpose.

No expenditures for parking projects shall be made from the Trust Fund account. Revenues from parking permits and penalties shall be deposited into and expended from the Cash Fund or Revolving Fund accounts, dependent upon the location and purpose of the specific parking lot project.

Revenues and expenditures from Federal Funds shall not be accounted for in the Trust Fund, but shall be recorded in the 4000 Fund account (Federal Funds).

Legal Reference: RRS 30-2812 Trustee; general duties; not limited
RRS 30-2813 Trustees= standard of care and performance

Policy Adopted: 11/11/95
Policy Revised: 6/15/12

Policy Revised:

Attachment: Revisions to Board Policy 6018 (2874 : Revisions to Board Policy 6018; Trust Funds)

ITEMS FOR DISCUSSION AND ACTION FISCAL, FACILITIES AND AUDIT

March 17, 2021

ACTION: **Approve Contracts for Audits for Fiscal Year Ending June 30, 2021**

Proposed rates for audit work performed by BKD for FY 2020-2021 are as follows:

Revenue Bond	\$49,260
Facilities Corporation	\$10,550
Federal Awards	\$21,850
Perkins Loan Liquidation (if needed)	\$ 1,850

These audit contracts represent the second year under the Request for Proposal (RFP) process that was completed in advance of the FY 2019-2020 audit. The RFP allows for additional contracts up to a total of seven (7) years. The proposed costs are in line with the annual increases agreed upon through the RFP process for the audits.

Board Policy 9007 provides for the appointment of the Revenue Bond auditor. The revenue bond Master Resolution Section 5.6 requires that the appointed individual Certified Public Accountant or firm of independent Certified Public Accountants must be of national reputation, registered or entitled to practice and practicing as such under the laws of the State of Nebraska.

For the Facilities Corporation, bond documents require that the bond insurer is provided audited financials within one hundred eighty (180) days after the end of the fiscal year. The bond continuing disclosure agreements require that the audit be filed with the Municipal Securities Rulemaking Board (MSRB), through Electronic Municipal Market Access (EMMA) no later than nine (9) months following the end of the fiscal year.

Wayne State is working on the liquidation of its Perkins program. The fee for the Perkins Loan Liquidation will only be necessary if Wayne State completes its liquidation during the current fiscal year. The TRIO Cluster is audited every three (3) years as a major federal program, and will not be required for FY 2020-21.

The System Office recommends approval of the Contracts for Audits.

ATTACHMENTS:

- NSCS Audit - Bond (PDF)
- NSCS Audit - Facilities Corp (PDF)
- NSCS Single Audit (PDF)

February 15, 2021

Dr. Paul Turman
 Chancellor
 Nebraska State Colleges
 1327 H Street, Suite 200
 Lincoln, Nebraska 68508

We appreciate your selection of **BKD, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you **Unmatched Client Service**[®].

This contract is between BKD, LLP (“We” or “Us” or “Our”) and the Board of Trustees of the Nebraska State Colleges (“You” or “Management”). This contract will begin when signed by both parties and continue through October 31, 2021.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum
- Exhibit A
- New Auditing and Accounting Standards

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- Nebraska State Colleges Student Fees and Facilities Revenue and Refunding Bond Programs
- Audit Services for the year ended June 30, 2021

Engagement Fees

The fee for our services will be \$49,260, which includes an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due in accordance with the State of Nebraska Prompt Payment Act. We will issue progress billings during the course of our engagement.

Additional Costs Related to Implementing New Standards

Assistance and additional time as a result of the adoption of new standards, such as those listed in the attached **New Auditing and Accounting Standards**, are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required. We will consult with you in the event any other regulations or standards are issued that may impact our fees. Any additional charges will be agreed to in writing in advance of any changes to the contract amount.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

BKD, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, Terms and Conditions Addendum**, and **Exhibit A** on behalf of the Board of Trustees of the Nebraska State Colleges and Management.

BY _____
Chris Lindner, Partner

DATE _____

BY _____
Paul Turman, Chancellor

DATE _____

Attachment: NSCS Audit - Bond (2878 : Contracts for Audits)

Scope of Services

The following apply for all services:

Assistance Our timely completion of services depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in untimely filings or inability to meet other deadlines.

Responsibility for Outcomes We may perform additional services for you that are not covered by this contract. You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated (or will) a management-level individual to be responsible and accountable for overseeing the performance of these services, and you have determined (or will) this individual is qualified to conduct such oversight.

Additional Costs Related to COVID-19 Our fees do not consider additional efforts driven by the SARS-CoV-2 virus and the related COVID-19 (COVID-19) environment. Complexities and uncertainties related to various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal agencies may affect our services. Fees related to COVID-19 activities will be billed based on time expended. Any additional charges will be agreed to in writing in advance of any changes to the contract amount. Additional efforts or services may include:

- Single Audits or compliance audits for the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) or other COVID-19-related funding programs. If these funding programs will be subject to Single Audit requirements or other compliance audits, we will issue an addendum for those services
- Accounting and auditing issues such as going concern, impairment of investments, impairment of intangibles, collectability of receivables, compliance with debt agreements, modification of lease terms, etc.

Audit Services

We will audit the basic financial statements and related notes to the basic financial statements for the following entity(ies) with the objective of expressing an opinion on the financial statements:

Nebraska State Colleges Student Fees and Facilities Revenue and Refunding Bond Programs as of and for the year ended June 30, 2021

We will also express an opinion on whether the supplementary schedules listed below (“supplementary information”) are fairly stated, in all material respects, in relation to the financial statements as a whole.

- Schedules of Net Position
- Schedules of Revenues, Expenses and Changes in Net Position
- Schedules of Cash Flows
- Schedules of Revenues, Expenses and Changes in Net Position by Fund Type
- Cash Receipts and Disbursements, Trustee’s Account
- Rentals
- Operations and Maintenance Fund Expenditures
- Debt Service Coverage
- Bonds Outstanding

We will also provide you with the following nonattest services:

- Assistance with formatting, printing, and binding of the financial statements

Amy Shreck is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	Party Name
Nebraska State Colleges Student Fees and Facilities Revenue and Refunding Bond Program.	Board of Trustees

The following apply for the audit services described above:

Our Responsibilities We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

**Limitations &
Fraud**

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and **BKD, LLP**.

Opinion

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other matter paragraph(s) or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the following:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
- To provide us with:
 - Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters
 - Additional information that we may request for the purpose of the audit
 - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Implementation of New Standards

Unless indicated in our contract, our services and related fees do not include substantive assistance beyond routine advice related to the adoption of new accounting and reporting standards. Should you require assistance, we will bill you at our standard hourly rates. Any additional charges will be agreed to in writing in advance of any changes to the contract amount.

Assistance with Application of Standards

Transactions or changes in business may require you to apply existing standards differently each year, such as when business operations create new revenue streams, operations are discontinued, liquidity or operational challenges are encountered, business combinations are executed, etc. We welcome your questions throughout the year and are happy to provide general guidance and routine support; however, our engagement does not include substantive effort to assist you with applying standards to these circumstances, unless otherwise indicated in the contract.

New Auditing and Accounting Standards

Fiduciary Activities

Governmental Accounting Standards Board Statement No. 84, *Fiduciary Activities*, is effective for fiscal years beginning after December 15, 2019, with retrospective application in the year the update is first applied. The Statement is expected to significantly change how entities evaluate and report fiduciary activities. We will need input and assistance from the accounting department throughout the process of implementation.

Leases

Governmental Accounting Standards Board Statement No. 87, *Leases*, is effective for fiscal years beginning after June 15, 2021. Early application is encouraged.

Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 87, including:
 - Assisting with information gathering to develop an inventory of all lease agreements, service contracts and other arrangements that may contain right-to-use lease assets
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 87
 - Documenting any changes from your previous lease recognition and reporting methods
 - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

BKD, LLP Terms and Conditions Addendum

GENERAL

- Overview.** This addendum describes **BKD, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and **BKD, LLP**. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to **BKD, LLP** ("BKD"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services.

BILLING, PAYMENT, & TERMINATION

- Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Interest will be charged on any unpaid balance in accordance with the Nebraska Prompt Payment Act.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately. Any additional charges will be agreed to in writing in advance of any changes to the contract amount.

- Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
- Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay BKD for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of 4 percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items. The total of all payments shall not exceed the total

amount of this contract. In the event our services are terminated, we will reasonably cooperate with any successor auditor.

DISPUTES & DISCLAIMERS

- Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. Unless the parties agree otherwise, the American Arbitration Association ("AAA") will administer any such mediation in accordance with its Commercial Mediation Rules. Such mediation shall take place in Lincoln, Nebraska. The mediator will be selected by agreement of the parties. If We cannot agree, a mediator shall be designated by the AAA. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
- Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold BKD harmless from and all claims which arise from knowing misrepresentations to BKD or the intentional withholding or concealment of information from BKD by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify BKD for any claims made against BKD by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
- Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether BKD performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of BKD in performing the service provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
- Limitation of Liability.** You agree that BKD's liability, if any arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of BKD or if enforcement of this provision is disallowed by applicable law or professional standards.
- Waiver of Certain Damages.** In no event shall BKD be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under theory of contract, tort, strict liability, or otherwise.

10. **Severability.** If any portion of this contract is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this contract.
11. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
12. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

13. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that BKD has no responsibility to maintain this information. You agree You will not rely on BKD to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from BKD's servers, *i.e.*, BKDconnect, can be terminated at any time and You will not rely on using this to host Your data and records.
14. **BKD Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, BKD will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information. In addition, You agree to compensate or reimburse BKD for all costs and expenses, including reasonable attorney's fees, associated with BKD's compliance with requests or demands for its workpapers or other information related to this engagement, and for any testimony required by summons or subpoena.

Upon request, the workpapers for this engagement will be made available to the Nebraska Auditor of Public Accounts (APA) pursuant to the authority provided by law or regulation at no additional cost to the Board of Trustees of the Nebraska State Colleges. Access to such workpapers will be provided under the supervision of BKD personnel.

15. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes and supplementary information, as appropriate) are

reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements or portions thereof, that are not the subject of Our engagement.

16. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make available to anyone other than Your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format, or other medium. Records are subject to the Nebraska Public Records statutes (Neb. Rev. Stat. §§84-712 through 84-713).

REGULATORY

17. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
18. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm will not be included in any such offering document without notifying us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including disclosure such as, "BKD, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. BKD, LLP also has not performed any procedures relating to this offering document."

19. **BKD Not a Municipal Advisor.** BKD is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or materials provided by BKD.

TECHNOLOGY

20. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those

charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites. The NSCS shall annually post financial reports in entirety on their website.

21. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in “portable document format” (“.pdf”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.
22. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards. If the information is confidential information, that information shall be encrypted or password protected.

BKD agrees to provide a virtual workspace that is designated as BKDconnect, which may be found at bkdconnect.bkd.com.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

23. **Third-Party Service Providers.** BKD may from time to time utilize third-party service providers, e.g., domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. BKD maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, BKD will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to BKD sharing Your confidential information with the third-party service provider.

24. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You.
25. **Use of BKD Name.** Any time You intend to reference BKD’s firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
26. **Praxity.** BKD is an independent accounting firm allowed to use the name “Praxity” in relation to its practice. BKD is not connected however, by ownership with any other firm using the name “Praxity.” BKD will be solely responsible for all work carried out on Your behalf. In deciding to engage BKD, You acknowledge that We have not represented to You that any other firm using the name “Praxity” will in any way be responsible for Our work.
27. **BKD Status as LLP.** BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, for any debts, obligations, or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract, or otherwise.
28. **Entire Agreement.** The contract, including this *Terms and Conditions Addendum* and any other attachments or addenda encompasses the entire agreement between You and BKD and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and BKD. This agreement incorporates the Agreement between BKD, LLP and the Board of Trustees, herein attached and noted as “Exhibit A”.
29. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstance beyond Our control.
30. **E-Verify Program.** BKD 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 eligibility status of a newly hired employee.
31. **Non-Discrimination.** The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion

disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

32. **ADA & Drug-Free Workplace Requirements.** All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug- Free Workplace Act of 1988.

Exhibit A

**Agreement between BKD LLP
and the
Nebraska State College System**

For purposes of the financial audit of the Nebraska State College System (NSCS), covering the fiscal year ended June 30, 2021, the BKD LLP (BKD) will be granted access to records contained in the NSCS Student Information System, as well as to other documentation that may contain personally identifiable student information.

The NSCS is authorized under the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 C.F.R. Part 99) to disclose personally identifiable NSCS student information to BKD without prior written consent from the student.

BKD agrees that any and all personally identifiable student information obtained during the present financial audit of the NSCS, having been incorporated into the audit working papers, will be destroyed when no longer needed to support the audit work. Specifically, the personally identifiable student information will be destroyed or deleted in seven (7) calendar years after completion of all work on the present financial audit of the NSCS, except for data that must be retained in accordance with the applicable professional standards, firm policy or legal requirements.

Except as described in the previous paragraph, staff of BKD will destroy any personally identifiable student information obtained during the present financial audit of the NSCS by shredding or deleting such information. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirements set forth by this Agreement.

BKD agrees that personally identifiable student information will be maintained in a confidential manner and, except as provided by law or applicable professional standards, will not be disclosed to anyone outside of BKD. NSCS acknowledges that BKD uses third party service providers within and without the United States to provide at Contractor’s direction administrative and clerical services to Contractor during the performance of this audit.

Chris Lindner, Partner

Date

Nebraska State College System

Date

Attachment: NSCS Audit - Bond (2878 : Contracts for Audits)

February 15, 2021

Dr. Paul Turman
 Secretary - Treasurer
 Nebraska State Colleges Facilities Corporation
 1327 H Street, Suite 200
 Lincoln, Nebraska 68508

We appreciate your selection of **BKD, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you **Unmatched Client Service**[®].

This contract is between BKD, LLP (“We” or “Us” or “Our”) and the Board of Directors of the Nebraska State Colleges Facilities Corporation (“You” or “Management”). This contract will begin when signed by both parties and continue through September 30, 2021.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum
- New Auditing and Accounting Standards

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- Nebraska State Colleges Facilities Corporation
- Audit Services for the year ended June 30, 2021

Engagement Fees

The fee for our services will be \$10,550, which includes an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due in accordance with the State of Nebraska Prompt Payment Act. We will issue progress billings during the course of our engagement.

Additional Costs Related to Implementing New Standards

Assistance and additional time as a result of the adoption of new standards, such as those listed in the attached **New Auditing and Accounting Standards**, are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required. We will consult with you in the event any other regulations or standards are issued that may impact our fees. Any additional charges will be agreed to in writing in advance of any changes to the contract amount.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

BKD, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services and Terms and Conditions Addendum** on behalf of the Board of Trustees of the Nebraska State Colleges and Management.

BY _____
Chris Lindner, Partner

DATE _____

BY _____
Paul Turman, Secretary – Treasurer/Chancellor

DATE _____

Attachment: NSCS Audit - Facilities Corp (2878 : Contracts for Audits)

Scope of Services

The following apply for all services:

Assistance Our timely completion of services depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in untimely filings or inability to meet other deadlines.

Responsibility for Outcomes We may perform additional services for you that are not covered by this contract. You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated (or will) a management-level individual to be responsible and accountable for overseeing the performance of these services, and you have determined (or will) this individual is qualified to conduct such oversight.

Additional Costs Related to COVID-19 Our fees do not consider additional efforts driven by the SARS-CoV-2 virus and the related COVID-19 (COVID-19) environment. Complexities and uncertainties related to various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal agencies may affect our services. Fees related to COVID-19 activities will be billed based on time expended. Any additional charges will be agreed to in writing in advance of any changes to the contract amount. Additional efforts or services may include:

- Single Audits or compliance audits for the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) or other COVID-19-related funding programs. If these funding programs will be subject to Single Audit requirements or other compliance audits, we will issue an addendum for those services
- Accounting and auditing issues such going concern, impairment of investments, impairment of intangibles, collectability of receivables, compliance with debt agreements, modification of lease terms, etc.

Audit Services

We will audit the basic financial statements and related notes to the basic financial statements for the following entity(ies) with the objective of expressing an opinion on the financial statements:

Nebraska State Colleges Facilities Corporation as of and for the year ended June 30, 2021

We will also express an opinion on whether the Chadron State College Math Science Project (Series 2020 Bonds), Building Projects (Series 2014 Bonds) and Deferred Maintenance (Series 2016 Refunding Bonds) Statement of Revenues, Expenses and Changes in Net Position by Account; Schedule of Interest and Principal Payments; and Schedule of Project Authorization, Accumulated Costs and Unexpended Authorization (“supplementary information”) is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will also provide you with the following nonattest services:

- Assistance with formatting, printing, and binding of the financial statement

Amy Shreck is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	Party Name
Nebraska State Colleges Facilities Corporation	Board of Directors

The following apply for the audit services described above:

Our Responsibilities We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Those standards require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Limitations & Fraud Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design

audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and **BKD, LLP**.

Opinion

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other matter paragraph(s) or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the following:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
- To provide us with:
 - Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters
 - Additional information that we may request for the purpose of the audit
 - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence

Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Implementation of New Standards

Unless indicated in our contract, our services and related fees do not include substantive assistance beyond routine advice related to the adoption of new accounting and reporting standards. Should you require assistance, we will bill you at our standard hourly rates. Any additional charges will be agreed to in writing in advance of any changes to the contract amount.

Assistance with Application of Standards

Transactions or changes in business may require you to apply existing standards differently each year, such as when business operations create new revenue streams, operations are discontinued, liquidity or operational challenges are encountered, business combinations are executed, etc. We welcome your questions throughout the year and are happy to provide general guidance and routine support; however, our engagement does not include substantive effort to assist you with applying standards to these circumstances, unless otherwise indicated in the contract.

New Auditing and Accounting Standards

Fiduciary Activities

Governmental Accounting Standards Board Statement No. 84, *Fiduciary Activities*, is effective for fiscal years beginning after December 15, 2019, with retrospective application in the year the update is first applied. The Statement is expected to significantly change how entities evaluate and report fiduciary activities.

We will need input and assistance from the accounting department throughout the process of implementation.

Leases

Governmental Accounting Standards Board Statement No. 87, *Leases*, is effective for fiscal years beginning after June 15, 2021. Early application is encouraged.

Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 87, including:
 - Assisting with information gathering to develop an inventory of all lease agreements, service contracts and other arrangements that may contain right-to-use lease assets
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 87
 - Documenting any changes from your previous lease recognition and reporting methods
 - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

BKD, LLP Terms and Conditions Addendum

GENERAL

- Overview.** This addendum describes **BKD, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and **BKD, LLP**. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to **BKD, LLP** ("BKD"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services.

BILLING, PAYMENT, & TERMINATION

- Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Interest will be charged on any unpaid balance in accordance with the Nebraska Prompt Payment Act.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately. Any additional charges will be agreed to in writing in advance of any changes to the contract amount.

- Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
- Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay BKD for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of 4 percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items. The total of all payments shall not exceed the total amount of this contract. In the event our services are terminated, we will reasonably cooperate with any successor auditor.

DISPUTES & DISCLAIMERS

- Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. Unless the parties agree otherwise, the American Arbitration Association ("AAA") will administer any such mediation in accordance with its Commercial Mediation Rules. Such mediation shall take place in Lincoln, Nebraska. The mediator will be selected by agreement of the parties. If We cannot agree, a mediator shall be designated by the AAA. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
- Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold BKD harmless from and all claims which arise from knowing misrepresentations to BKD or the intentional withholding or concealment of information from BKD by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify BKD for any claims made against BKD by third parties, which arise from any wrongful actions of You or management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
- Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether BKD performs other or subsequent services for You. A claim is understood to be a demand for money or services, a demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of BKD in performing the service provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
- Limitation of Liability.** You agree that BKD's liability, if any arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of BKD or if enforcement of this provision is disallowed by applicable law or professional standards.
- Waiver of Certain Damages.** In no event shall BKD be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under theory of contract, tort, strict liability, or otherwise.

10. **Severability.** If any portion of this contract is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this contract.
11. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
12. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

13. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that BKD has no responsibility to maintain this information. You agree You will not rely on BKD to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from BKD's servers, *i.e.*, BKDconnect, can be terminated at any time and You will not rely on using this to host Your data and records.
14. **BKD Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, BKD will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information. In addition, You agree to compensate or reimburse BKD for all costs and expenses, including reasonable attorney's fees, associated with BKD's compliance with requests or demands for its workpapers or other information related to this engagement, and for any testimony required by summons or subpoena.

Upon request, the workpapers for this engagement will be made available to the Nebraska Auditor of Public Accounts (APA) pursuant to the authority provided by law or regulation at no additional cost to the Board of Trustees of the Nebraska State Colleges. Access to such workpapers will be provided under the supervision of BKD personnel.
15. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes and supplementary information, as appropriate) are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

16. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make available to anyone other than Your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format, or other medium. Records are subject to the Nebraska Public Records statutes (Neb. Rev. Stat. §§84-712 through 84-713).

REGULATORY

17. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
18. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm will not be included in any such offering document without notifying us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including disclosure such as, "BKD, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. BKD, LLP also has not performed any procedures relating to this offering document."
19. **BKD Not a Municipal Advisor.** BKD is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or materials provided by BKD.

TECHNOLOGY

20. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in

electronic sites. The NSCS shall annually post financial reports in entirety on their website.

21. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.
22. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards. If the information is confidential information, that information shall be encrypted or password protected.

BKD agrees to provide a virtual workspace that is designated as BKDconnect, which may be found at bkdconnect.bkd.com.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

23. **Third-Party Service Providers.** BKD may from time to time utilize third-party service providers, e.g., domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. BKD maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, BKD will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to BKD sharing Your confidential information with the third-party service provider.
24. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and

employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You.

25. **Use of BKD Name.** Any time You intend to reference BKD's firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
26. **Praxity.** BKD is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. BKD is not connected however, by ownership with any other firm using the name "Praxity." BKD will be solely responsible for all work carried out on Your behalf. In deciding to engage BKD, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
27. **BKD Status as LLP.** BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, for any debts, obligations, or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract, or otherwise.
28. **Entire Agreement.** The contract, including this *Terms and Conditions Addendum* and any other attachments or addenda encompasses the entire agreement between You and BKD and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and BKD. This agreement incorporates the Agreement between BKD, LLP and the Board of Trustees, herein attached and noted as "Exhibit A".
29. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstance beyond Our control.
30. **E-Verify Program.** BKD 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 eligibility status of a newly hired employee.
31. **Non-Discrimination.** The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other form of compensation, and selection for training including apprenticeship.

The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

32. **ADA & Drug-Free Workplace Requirements.** All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug- Free Workplace Act of 1988.

February 15, 2021

Dr. Paul Turman
 Chancellor
 Nebraska State Colleges
 1327 H Street, Suite 200
 Lincoln, Nebraska 68508

We appreciate your selection of **BKD, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you **Unmatched Client Service**[®].

This contract is between BKD, LLP (“We” or “Us” or “Our”) and the Board of Trustees of the Nebraska State Colleges (“You” or “Management”). This contract will begin when signed by both parties and continue through January 15, 2022, except the federal audit clearinghouse data collection form must be certified within 30 days of the report date.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum
- Exhibit A

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- Schedule of Expenditures of Federal Awards (“Schedule”) of the Nebraska State Colleges
- Audit Services for the year ended June 30, 2021

Engagement Fees

The fees for our services will be as follows:

Student Financial Assistance Cluster	\$21,850
Perkins Loan Liquidation	\$ 1,850

The fees above include travel costs and fees for services from other professionals, if any, as well as an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due in accordance with the Nebraska Prompt Payment Act. We will issue progress billings during the course of our engagement.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

BKD, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, Terms and Conditions Addendum**, and **Exhibit A** on behalf of Nebraska State Colleges.

BY _____
Chris Lindner, Partner

DATE _____

BY _____
Paul Turman, Chancellor

DATE _____

Attachment: NSCS Single Audit (2878 : Contracts for Audits)

Scope of Services

The following apply for all services:

Assistance Our timely completion of services depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in untimely filings or inability to meet other deadlines.

Responsibility for Outcomes We may perform additional services for you that are not covered by this contract. You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated (or will) a management-level individual to be responsible and accountable for overseeing the performance of these services, and you have determined (or will) this individual is qualified to conduct such oversight.

Additional Costs Related to COVID-19 Our fees do not consider additional efforts driven by the SARS-CoV-2 virus and the related COVID-19 (COVID-19) environment. Complexities and uncertainties related to various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal agencies may affect our services. Fees related to COVID-19 activities will be billed based on time expended. Any additional charges will be agreed to in writing in advance of any changes to the contract amount. Additional efforts or services may include:

- Accounting and auditing issues such as additional major programs subject to Single Audit

Audit Services

We will audit the Schedule of Expenditures of Federal Awards (“Schedule”) and related notes to the Schedule for the following entity with the objective of expressing an opinion on the Schedule; expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that are applicable to each of your major federal award programs; issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to each of your major federal award programs; and issuing a report on your schedule of expenditures of federal awards:

Nebraska State Colleges as of and for the year ended June 30, 2021

We will also provide you with the following nonattest services:

- Assisting with formatting, printing, and binding of the Schedule

Amy Shreck is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	Party Name
Nebraska State College’s Schedule of Expenditures of Federal Awards	Board of Trustees

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities	We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in <i>Government Auditing Standards</i> issued by the Comptroller General of the United States and <i>Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i> (Uniform Guidance). Those standards require that we plan and perform the audit of the Schedule to obtain reasonable rather than absolute assurance about whether the Schedule is free of material misstatement, whether caused by fraud or error, and the audit of compliance with the types of compliance requirements described in the <i>OMB Compliance Supplement</i> applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred.
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An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedule. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the Schedule, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the

reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule.

**Limitations &
Fraud**

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance having a direct and material effect may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the Schedule in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the Schedule that we identify during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and **BKD, LLP**.

Opinion

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other matter paragraph(s) or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the following:

- For the preparation and fair presentation of the Schedule in accordance with accounting principles generally accepted in the United States of America
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a Schedule that is free from material misstatement, whether due to fraud or error
- For identifying and ensuring compliance with the laws, regulations, contracts, and grants applicable to your activities (including your federal award programs)
- To provide us with:
 - Access to all information of which you are aware that is relevant to the preparation and fair presentation of the Schedule such as records, documentation, and other matters
 - Additional information that we may request for the purpose of the audit

- Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence

Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Schedule taken as a whole

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this contract.

**Implementation of
New Standards**

Unless indicated in our contract, our services and related fees do not include substantive assistance beyond routine advice related to the adoption of new accounting and reporting standards. Should you require assistance, we will bill you at our standard hourly rates. Any additional charges will be agreed to in writing in advance of any changes to the contract amount.

**Assistance with
Application of
Standards**

Transactions or changes in business may require you to apply existing standards differently each year, such as when business operations create new revenue streams, operations are discontinued, liquidity or operational challenges are encountered, business combinations are executed, etc. We welcome your questions throughout the year and are happy to provide general guidance and routine support; however, our engagement does not include substantive effort to assist you with applying standards to these circumstances, unless otherwise indicated in the contract.

BKD, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **BKD, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and **BKD, LLP**. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to **BKD, LLP** ("BKD"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Interest will be charged on any unpaid balance in accordance with the Nebraska Prompt Payment Act.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately. Any additional charges will be agreed to in writing in advance of any changes to the contract amount.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay BKD for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of 4 percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items. The total of all payments shall not exceed the total amount of this contract. In the event our services are terminated, we will reasonably cooperate with any successor auditor.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. Unless the parties agree otherwise, the American Arbitration Association ("AAA") will administer any such mediation in accordance with its Commercial Mediation Rules. Such mediation shall take place in Lincoln, Nebraska. The mediator will be selected by agreement of the parties. If We cannot agree, a mediator shall be designated by the AAA. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold BKD harmless from any and all claims which arise from knowing misrepresentations to BKD or the intentional withholding or concealment of information from BKD by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify BKD for any claims made against BKD by third parties, which arise from any wrongful actions of You management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether BKD performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of BKD in performing the service provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that BKD's liability, if any arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of BKD or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall BKD be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under theory of contract, tort, strict liability, or otherwise.
10. **Severability.** If any portion of this contract is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this contract.

11. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
12. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

13. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that BKD has no responsibility to maintain this information. You agree You will not rely on BKD to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from BKD's servers, *i.e.*, BKDconnect, can be terminated at any time and You will not rely on using this to host Your data and records.
14. **BKD Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, BKD will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information. In addition, You agree to compensate or reimburse BKD for all costs and expenses, including reasonable attorney's fees, associated with BKD's compliance with requests or demands for its workpapers or other information related to this engagement, and for any testimony required by summons or subpoena.

Upon request, the workpapers for this engagement will be made available to the Nebraska Auditor of Public Accounts (APA) pursuant to the authority provided by law or regulation at no additional cost to the Board of Trustees of the Nebraska State Colleges. Access to such workpapers will be provided under the supervision of BKD personnel.

15. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes and supplementary information, as appropriate) are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

16. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any

new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make available to anyone other than Your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format, or other medium. Records are subject to the Nebraska Public Records statutes (Neb. Rev. Stat. §§84-712 through 84-713).

REGULATORY

17. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
18. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm will not be included in any such offering document without notifying us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including disclosure such as, "BKD, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. BKD, LLP also has not performed any procedures relating to this offering document."

19. **BKD Not a Municipal Advisor.** BKD is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or materials provided by BKD.

TECHNOLOGY

20. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites. The NSCS shall annually post financial reports in their entirety on their website.

21. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.
22. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards. If the information is confidential information, that information shall be encrypted or password protected.
- BKD agrees to provide a virtual workspace that is designated as BKDconnect, which may be found at bkdconnect.bkd.com.
- You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to Our use of these electronic devices and applications during this engagement.
- OTHER MATTERS**
23. **Third-Party Service Providers.** BKD may from time to time utilize third-party service providers, e.g., domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. BKD maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, BKD will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to BKD sharing Your confidential information with the third-party service provider.
24. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You.
25. **Use of BKD Name.** Any time You intend to reference BKD's firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
26. **Praxity.** BKD is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. BKD is not connected however, by ownership with any other firm using the name "Praxity." BKD will be solely responsible for all work carried out on Your behalf. In deciding to engage BKD, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.
27. **BKD Status as LLP.** BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, for any debts, obligations, or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract, or otherwise.
28. **Entire Agreement.** The contract, including this *Terms and Conditions Addendum* and any other attachments or addenda encompasses the entire agreement between You and BKD and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and BKD. This agreement incorporates the Agreement between BKD, LLP and the Board of Trustees, herein attached and noted as "Exhibit A".
29. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstance beyond Our control.
30. **E-Verify Program.** BKD 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 eligibility status of a newly hired employee.
31. **Non-Discrimination.** The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other form of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

32. **ADA & Drug-Free Workplace Requirements.** All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

Exhibit A

**Agreement between BKD LLP
and the
Nebraska State College System**

For purposes of the financial audit of the Nebraska State College System (NSCS), covering the fiscal year ended June 30, 2021, the BKD LLP (BKD) will be granted access to records contained in the NSCS Student Information System, as well as to other documentation that may contain personally identifiable student information.

The NSCS is authorized under the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 C.F.R. Part 99) to disclose personally identifiable NSCS student information to BKD without prior written consent from the student.

BKD agrees that any and all personally identifiable student information obtained during the present financial audit of the NSCS, having been incorporated into the audit working papers, will be destroyed when no longer needed to support the audit work. Specifically, the personally identifiable student information will be destroyed or deleted in seven (7) calendar years after completion of all work on the present financial audit of the NSCS, except for data that must be retained in accordance with the applicable professional standards, firm policy or legal requirements.

Except as described in the previous paragraph, staff of BKD will destroy any personally identifiable student information obtained during the present financial audit of the NSCS by shredding or deleting such information. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirements set forth by this Agreement.

BKD agrees that personally identifiable student information will be maintained in a confidential manner and, except as provided by law or applicable professional standards, will not be disclosed to anyone outside of BKD. NSCS acknowledges that BKD uses third party service providers within and without the United States to provide at Contractor’s direction administrative and clerical services to Contractor during the performance of this audit.

Chris Lindner, Partner

Date

Nebraska State College System

Date

Attachment: NSCS Single Audit (2878 : Contracts for Audits)



8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809
225-922-4600 Phone – 225-922-4611 Fax – pncpa.com

Postlethwaite & Netterville and Associates, L.L.C.

Report on the Firm's System of Quality Control

To the Partners of BKD, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BKD, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
November 2, 2020

Attachment: NSCS Single Audit (2878 : Contracts for Audits)

ITEMS FOR DISCUSSION AND ACTION FISCAL, FACILITIES AND AUDIT

March 17, 2021

ACTION: **Approve Use of Capital Improvement Fee Funds for Wayne State College**

Wayne State requests Board approval for the use of \$250,000 of capital improvement fee funds on a one-time basis for Outdoor Recreational Improvements.

Approval of this funding will allow the College to move forward with the project. The capital improvement fee fund balance adequately supports this request.

The System Office and Wayne State College recommend approval of the Use of Capital Improvement Fee Funds for Wayne State College.

ITEMS FOR DISCUSSION AND ACTION/FISCAL, FACILITIES AND AUDIT

March 17, 2021

ACTION: Approve Bookstore Contract for Wayne State College

Wayne State recommends approval to enter into a new five-year bookstore contract. A competitive RFP process was followed and Follett Higher Education Group, Inc. was selected by the College, pending Board approval. Follett has had the contract since 2009. The terms of the contract include:

- 3 year initial term, with one 2 year renewal
- Follett will pay the school commissions: 15% of net revenue excluding digital course materials up to \$2 million; 16% of net revenue excluding digital course materials over \$2 million; and 8% of all net revenue of digital course materials. First year commission guarantee of \$100,000. Future year commission guarantee of an amount equal to 90% of the calculated commission on net revenue of the immediately preceding year.
- Follett will provide a \$10,000 annual academic materials scholarship fund
- Investment by Follett of up to \$50,000 to make technology upgrades and other capital improvements to the store

The System Office and Wayne State College recommend approval of the Bookstore Contract for Wayne State.

ATTACHMENTS:

- WSC Bookstore Agreement (PDF)
- WSC Bookstore Agreement-Exhibit A (DOCX)

**BOOKSTORE OPERATING AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
DBA WAYNE STATE COLLEGE AND FOLLETT HIGHER EDUCATION GROUP, INC.**

This Bookstore Operating Agreement (“Agreement”) is made between the Board of Trustees of the Nebraska State Colleges dba Wayne State College (“School”) and Follett Higher Education Group, Inc. (“Follett”).

Intending to be legally bound, School and Follett agree:

1. **Store.** Subject to all the terms and conditions in this Agreement, Follett shall operate a bookstore (“Store”) for School. Follett will not operate any additional competitive retail operation within a five mile radius of the School located at 1111 Main Street, Wayne, NE 68787 during the term of this Agreement.
2. **Term.** This Agreement takes effect July 1, 2021 and continues, unless sooner terminated in accordance with Section 3, until June 30, 2024. For the purpose of financial calculations and reporting, the “contract year” is defined as July 1 to June 30. Thereafter, unless either party notifies the other in writing at least 120 days before expiration of the initial term of its intention not to renew, this Agreement shall automatically renew for one successive two-year renewal term (July 1, 2024 through June 30, 2026) under the terms and conditions set forth in this Agreement.
3. **Early Termination.**
 - 3.1 Either party may terminate this Agreement with or without cause by giving the other party at least 120 days prior written notice of termination.
 - 3.2 Either party may terminate this Agreement upon 90 days prior written notice for material nonperformance by the other party, documented, in case of nonperformance by Follett, in accordance with Section 7.4.
 - 3.3 School may terminate this Agreement immediately if Follett initiates any bankruptcy proceeding, or if any such proceeding initiated against Follett remains undismissed for 60 days.
4. **Rights Upon Termination, Expiration or Non-Renewal.**
 - 4.1 Termination, expiration or non-renewal of this Agreement shall not affect any right of either party accrued prior to such termination, expiration or non-renewal.
 - 4.2 On any termination, expiration or non-renewal of this Agreement, School shall pay Follett the unamortized book value of all Store Remodeling (as defined in Section 5) paid by Follett as follows:
 - The Store Remodeling book value shall be calculated on the straight-line method, from the in-service date[s] until June 30, 2026.
 - 4.3 On any termination, expiration or non-renewal of this Agreement, School shall purchase, or cause to be purchased, the Store Merchandise then on hand under the following terms:

“Store Merchandise” will include all salable merchandise in the Store, including new textbooks, used textbooks, trade, reference and technical books, rental program inventory, and general merchandise. School shall cause all such merchandise to be inventoried by an independent firm. Each party may observe the inventory if desired. Payment to Follett for Store Merchandise shall be made or caused to be made by School within 30 days after the completion of the inventory as follows:

- a) New Textbooks
 1. New textbooks adopted for the next academic term in quantities not exceeding course requirements will be purchased at standard industry discounts or cost.
 2. New textbooks not adopted for the next academic term, or adopted but in excess of course requirements, will be purchased at the current wholesale price.
- b) Used Textbooks
 1. Used textbooks adopted for the next academic term in quantities not exceeding course requirements will be purchased at 50% of the current retail selling price.
 2. Used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, will be purchased at current wholesale price.
- c) Trade, Reference and Technical Books (“Trade Books”)
 1. Trade Books that have been purchased during the past academic year and are returnable to the publisher will be purchased at standard industry discounts or cost.
 2. Trade Books not meeting these requirements will be purchased at a price agreeable to School and Follett.
- d) General Merchandise
 1. General merchandise traditionally sold in college bookstores, purchased in the past academic year, in salable condition, and not in excessive quantities, will be purchased at standard industry discounts or cost.
 2. General merchandise not meeting these requirements will be purchased at a price agreeable to School and Follett.

5. Store Improvements.

- 5.1 Follett has made various investments in the Store since it commenced operations pursuant to a prior Agreement on July 1, 2016. These investments have been amortized and depreciated from the in-service date(s), in accordance with the previous Agreement. The remaining book value of these prior investments (which the parties agree is \$27,590.45 as of June 30, 2021) together with all replacements, additions, and extensions, and any other improvement furnished by Follett to the Store over the life of this contract, constitute “Store Remodeling”.
- 5.2 Follett commits **\$50,000** for improvements to the Store and investment to support the School’s technology needs as it completes its infrastructure requirements for the implementation of Follett’s ConnectOnce and/or Discover platforms in accordance with this Section 5. Of this \$50,000 sum, \$3,476 shall be a reimbursement for flooring improvements completed by School in the past two years. Payment of this sum shall be made by Follett out of the \$50,000 allotment upon receipt of invoice by the School. An estimated \$3,100 shall be for a financial reimbursement for completion of the School server requirements to enable the implementation of Follett’s ConnectOnce and Discover programs. The costs of providing the server are estimated at this time to be approximately \$3,100 (or \$620/year for five years) and will be invoiced annually by the School and which would begin once the ConnectOnce and Discover programs are in place. The balance remaining shall be used for capital improvements to the Store. This expenditure may include furniture, trade fixtures, technology, and equipment, including point-of-sale equipment, that is readily removable (“Capital Equipment”) and Follett and third-party design and project management services, third-party architectural and engineering services, cabling and infrastructure, floor and wall coverings, decorating, lighting, and fixtures that are not readily removable (“Store Remodeling”). Capital Equipment and Store Remodeling each include all replacements, additions and extensions paid for by Follett, whenever installed. The Capital Equipment and Store Remodeling together comprise the “Store Improvements.”
- 5.3 Follett shall prepare complete plans and specifications for the Store Improvements for review and approval by School, and shall work closely with School to develop mutually acceptable plans (“Plans”). School shall have the final approval over all the Plans; provided, however, that if the cost of carrying out the Plans as approved by School exceeds the amount set forth in Section 5.2,

School shall be responsible for the excess. School reserves the right to ask for revisions to the Plans if the Plans exceed the amount set forth in Section 5.2.

- 5.4 When School has given final approval to the Plans, Follett shall submit an installation and/or construction schedule to School for approval. School shall review and comment on the Plans and schedule in a reasonable time frame to allow the project completion date to be met.
- 5.5 The Store Improvements shall meet or exceed the requirements of the Americans with Disabilities Act (“ADA”) and all other applicable codes, laws and regulations, and shall be in accordance with Follett’s Design Intent documents.
- 5.6 All Capital Equipment purchased by Follett will remain the property of Follett.

6. General Rights and Responsibilities of Follett.

- 6.1 Follett shall operate the Store in accordance with the highest standards and commercial practices in the college bookstore industry.
- 6.2 Follett shall operate the Store 12 months per year. The name of the Store shall not change. The Store’s normal hours of operation and holiday closing schedule, shall be as approved in writing by School after consultation with Follett; hours of operation during registration periods, the first two weeks of classes, and all special campus events, shall be extended to coincide with demand.
- 6.3 Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by School (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university bookstores, including but not limited to, all required course materials (print and digital) with the exception of open source materials (also referred to as open educational resources, are publicly accessible, proprietary teaching and learning materials), class and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by School during the term of this Agreement. This Section 6.3 does not prohibit occasional sales by student groups or student government organizations.
- 6.4 School grants Follett the right, subject to School’s published standards, to use the School’s seal, logotype, and associated trademarks and service marks on the Store’s Internet site, signage and collateral materials, and stationery, soft goods, notebooks, pens, pencils, decals and other goods traditionally sold in college and university bookstores during the term of this Agreement. School will not grant such right to any other online or brick-and-mortar retail bookseller during the term of this Agreement. If School changes its name, seal, or logotype with less than one year written notice to Follett prior to notice to the public, Follett may deduct from any commissions otherwise payable to School Follett’s actual documented cost of all unsold emblematic merchandise on hand at the time of such change.
- 6.5 In order to secure property in the Store, Follett shall cooperate with School in providing Store security, theft prevention, and emergency procedures in case of fire or casualty. In cooperation with School Security, Follett shall create and maintain a Store security plan acceptable to School for textbook buyback, rush and other special events.
- 6.6 Follett shall not cause School’s students, faculty, or staff suspected of theft or disturbance to be arrested by public authorities (except in emergencies) or prosecuted without prior consultation with School.

- 6.7 In its operation of the Store, Follett shall pay its financial obligations to School as outlined in Section 10.4 and to third parties in a timely manner. If payment is not received by School as outlined in Section 10.4, the School may charge Follett an interest charge of 1.5% per month.
- 6.8 Follett shall collect and pay any sales tax or similar tax on its retail sales, and applicable income taxes on its revenues. Follett shall not be responsible for property taxes on the Store facility or any other taxes not currently assessed.
- 6.9 Follett shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described herein.
- 6.10 Follett shall abide, and require its employees to abide, by applicable School regulations and policies. School shall provide Follett with copies of applicable policies, and timely inform Follett of any changes.
- 6.11 Follett shall abide by all federal, state and local laws applicable to its operation.
- 6.12 In performing this Agreement, Follett agrees to comply fully with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Follett further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement.
- 6.13 Follett shall be responsible for any loss or damage to property owned by School that is in Follett's possession or control or is caused by Follett or its employees or agents in the course and scope of their employment.
- 6.14 Follett will make its corporate representatives reasonably available to School to discuss and resolve any operational issues.
- 6.15 Follett shall be responsible for daily cleaning of the Store interior, including provision of basic janitorial equipment and supplies, sweeping, dusting, and removal of light trash to School-provided receptacles.
- 6.16 Follett will offer School faculty and staff a 10% discount on all purchases over \$1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software. Follett will offer all School departments a 20% discount on purchases of supplies over \$1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.
- 6.17 Follett will provide **\$10,000** for academic materials scholarships annually for each full contract year during the term of this Agreement, in the form of an accounts receivable account which is managed by the School. In the event there is a partial contract year, the payment will be prorated according to the contract year.
- 6.18 The School has entered into agreements with other entities for exclusive beverage, vending, and food services which support School programs. Follett will not sell any product in the Store which is in direct conflict or violation of existing agreements between those contractors and the School or successor agreements providing similar exclusive rights.
- 7. General Rights and Responsibilities of School.**
- 7.1 School will provide and maintain an appropriate, safe and habitable location, in accordance with all applicable laws and regulations. School will make available to Follett all existing furniture,

fixtures, equipment, shelving, lighting, flooring, plumbing, power and HVAC. School shall also keep the building in which the Store is located in compliance with all fire, building and electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service. School shall be responsible for any loss resulting from failure of the building to meet applicable building codes and regulations. School is responsible promptly for remedying any hazardous materials issues that arise during the Term, except where the hazardous materials were brought onto the premises by Follett, its employees or contractors. If the School relocates all or any part of the Store operations, School will provide Follett with at least 90 days advance notice of the relocation and will reimburse Follett, within 45 days after Follett's invoice in accordance with the Prompt Payment Act, Neb. Rev. Stat. 81-2401 to 81-2408, for Follett's cost of the relocation.

- 7.2 School's representative authorized to advise Follett of School's approvals, consents and instructions under this Agreement is:
- CD Douglas, Vice President for Student Affairs, (402) 375-7213
- 7.3 School may prohibit sale at the Store of any item it finds offensive or inappropriate.
- 7.4 If at any time School is dissatisfied with Follett's performance under this Agreement, School shall document the unsatisfactory performance and submit the documentation to Follett for immediate review and corrective action. School may require a review meeting to prepare the corrective action.
- 7.5 School shall provide the following services and support to the Store at no cost to Follett:
- a) Internal and external building maintenance, including, but not limited to: plumbing, electric, light bulbs, HVAC and other mechanical systems, fire protection, roof membrane and structure, floors, walls, ceilings, windows and doors in accordance with School's building standards;
 - b) Building standard utilities;
 - c) Pest control services on the regular School schedule;
 - d) Local telephone/data service including all equipment and lines (telephone toll charges to be charged to Follett at the same rate charged to School's departments);
 - e) Reasonable access to School's telecommunications and network systems as required to install, at Follett's sole expense, T1 lines and associated connectivity for Follett's point-of-sale systems;
 - f) Security of persons and property in the same manner provided for other School premises;
 - g) Lost and found service as regularly provided by School;
 - h) Parking for Follett's employees in common with other authorized parkers in a location approved and provided by School (Follett's employees must abide by all applicable parking regulations); and
 - i) Participation in any debit or credit card, voucher program, or other payment or financial aid service now or hereafter made available by School to its students or to local merchants.
- 7.6 School will require its faculty and staff to provide Follett with timely and accurate textbook adoption information.
- 7.7 Follett will extend credit to School for financial aid and departmental charge accounts in accordance with the Prompt Payment Act, Neb. Rev. Stat. 81-2401 to 81-2408. School will send all A/R payments directly to the bank via ACH, Wire Transfer or Lock Box.
- 7.8 Within 30 days of the effective date of this Agreement both Parties agree to establish a project timeline, with final completion date, to complete implementation of the ConnectOnce integration between the School and Follett systems to facilitate the course import and enrollment

integration. Upon completion of ConnectOnce both parties agree to establish a project timeline, with due date(s), to complete implementation of the Follett Discover tool set.

- 7.9 To help the Parties maximize their brand exposure and increase revenue, School will provide to the Store at no cost, the following:
- a) A minimum of two hyperlinks located on appropriate pages of the School's .edu website to the Store's eFollett website, and on the appropriate subpage(s) of the School's .edu website, a Store information page that includes information on Store hours, location, and other information as appropriate. The subpage shall also include a hyperlink to the Store's eFollett website.
 - b) The inclusion of key search terms within the School's .edu site that presents eFollett hyperlinks when key words are typed into the .edu site search field. Key terms include bookstore, book store, campus store, textbooks, course materials, books, clothing, fans and athletics.
 - c) Approval to send Financial Aid notifications by email and SMS to students, notifying them of their financial aid balances, timelines for using funds, and other messaging to help promote the use of available funds in the Store and the Store's eFollett website.
 - d) The opportunity to include material acknowledging the Store into appropriate future and current student mailings (physical and digital) as determined by the School, and new student orientation packets. Follett is responsible for the production and/or printing of all material to be included in such mailings/packets. It will be Follett's responsibility to work with appropriate School staff to ensure timely delivery of material for these mailings/packets.
 - e) Acknowledgement in appropriate faculty, athletic, and student e-newsletters with a hyperlink to the Store's eFollett website as determined by the School.
 - f) Acknowledgement space in appropriate School-produced print publication (weekly, quarterly or yearly) as determined by the School.
 - g) In compliance with industry standard practices, School shall provide the following:
 - i. all enrolled student email addresses one month before the start of the fall term each year; and
 - ii. all accepted student email addresses within one month of acceptance notice distribution each spring.
 - h) The opportunity to present Store information and promotional information at student and parent orientations.
 - i) The opportunity to annually present at faculty/staff orientation to review current Follett programs and services. Follett shall initiate communication with School annually regarding these presentations.
 - j) The opportunity to present campus Store events and promotions on any existing or future closed circuit campus message broadcast applications. Approval for each message must be by the School's representative indicated in section 7.2.
 - k) In-store product and service placements to drive brand awareness for vendors that serve the campus operation.

8. Bookstore Personnel.

- 8.1 Follett will furnish sufficient, adequately trained personnel to provide efficient and courteous service to customers, including sufficient substitute personnel in case of employee absence. In addition, Follett will provide ongoing training in customer service and will formally recognize and reward employees who provide superior customer service.
- 8.2 School may participate in interviewing and evaluation of Follett's Store Manager should the need arise to fill the position. Follett's selection of the Store Manager is subject to School's approval.
- 8.3 School reserves the right to request replacement of the Store Manager for good and reasonable cause as determined by School, or for actions not considered to be in the best interests of School.
- 8.4 Follett may conduct a pre-employment background check, as well as screening required by the state in which the Store is located. In the event adverse information is received as a result of the

screening, Follett will manage the information received and the offer of employment in accordance with the Follett Background Check Policy. Follett reserves the right to rescind the offer of employment made prior to the screening.

8.5 Follett employees shall dress in a professional manner and shall not wear apparel with any college or university name and/or logo other than School.

9. Bookstore Stock and Sales.

9.1 In operating the Store, Follett will charge industry standard, competitive and fair prices, which, at present, are as follows:

- a) On new textbooks and trade books, not more than the publishers' list price, or a 25% gross margin (cost divided by .75) on net price books and list price books sold to Follett at less than a 25% discount off list, plus freight and handling costs and rounded up to the next quarter.
- b) On coursepacks, text "packages," "kits," "sets," and "bundles," and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70), plus freight and handling costs and rounded up to the next quarter.
- c) On ebooks and other digital content, when Follett determines the end-user price, Follett will follow the same pricing rules applicable to coursepacks, and when the publisher determines the end-user price and Follett acts as agent, Follett will use the publisher price.
- d) On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices rounded up to the next quarter.
- e) On rental books, Follett will be setting rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price.
- f) On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.

9.2 Follett will expeditiously process text requests placed after the adoption deadline.

9.3 Follett shall purchase used textbooks year round. Follett shall purchase used textbooks adopted for the next academic term in quantities sufficient to meet course requirements at not less than 50% of the student's purchase price rounded to the nearest quarter. Follett shall purchase used books not adopted for the next academic term or in excess of course requirements at wholesale competitive and prevailing prices rounded to the nearest quarter.

9.4 Follett shall exercise due diligence and commit its full and complete array of resources and programs including regular and continuous faculty outreach and communication, Text Program Review and Buyback marketing and promotion to the campus to insure a robust used book inventory is available to the students with a goal of maintaining an average used-to-new textbook sales ratio consistent with or above industry standard benchmarks. In the event Follett fails to maintain this benchmark ratio to the satisfaction of School, Follett will consult with School in developing a corrective action plan.

9.5 Follett will provide an appropriate assortment of logo and emblematic merchandise and will seek input and feedback from the campus community on an ongoing basis through the Bookstore Advisory Committee and annual surveys with a goal of maintaining a minimum of \$190,000 in annual clothing sales. In the event Follett fails to maintain this sales threshold to the satisfaction of School, Follett will consult with School in developing a corrective action plan. It is understood that this minimal sales requirement will not be applicable in any year where there is a campus or store closing/restriction due to force majeure event such as this past year with COVID. In addition, School will have the opportunity at various times throughout the academic year to make special requests for merchandise not carried by Follett. The request shall be promptly administered and approval shall not be unreasonably withheld. School may also order merchandise not carried in the Store through the Guaranteed Sale and Custom Gifts programs. Follett shall also make available the Follett On-Demand products via the Store's eCommerce site.

Follett shall not include logo and emblematic merchandise in the School's eCommerce site for any college or university other than School.

- 9.6 Follett will accept returns in accordance with the following policies:
- a) Non-textbook items in resalable condition may be refunded or exchanged at any time with original receipt.
 - b) Textbooks in resalable condition may be refunded with receipt within seven (7) calendar days from the start of classes or within two (2) days of purchase thereafter, including during summer term.
 - c) Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy.
 - d) Computer software may be returned if it is unopened and shrink-wrapped.
 - e) In addition, upon proof of drop/add, Follett will accept textbook returns from students who have dropped a course up to thirty (30) days from the start of classes or until the end of the official drop/add period, whichever comes first.
- 9.7 In operating the Store, Follett shall accept as a minimum, MasterCard, Visa, Discover and American Express charge cards. Follett will pay all merchant charges associated with acceptance of these credit cards. Follett agrees to establish security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standard (PCI DSS).
- 9.8 Follett will offer its Price Match Program ("PMP") to School. The PMP includes textbooks (new, used and rental) that are currently in-stock at the Store as well as at competing retailers, but excludes digital books. The following terms and conditions apply:
- a) The student brings their original receipt and/or the advertisement for the better price to the Store within seven days of their original purchase.
 - b) The book must be in stock at the Store and with the retailer advertising the lower price. Retailers include: a local bookstore, Amazon (excluding its Marketplace) or Barnes & Noble. This program excludes peer-to-peer marketplaces and online aggregator sites.
 - c) The lower priced item must match the exact book and edition purchased or rented, including accompanying CDs, online access codes, student manuals, etc.
 - d) Once verified, the Store associate calculates the difference and issues a Store gift card to the student.
 - e) The PMP and its terms and conditions are subject to change over the term of this Agreement upon approval by Follett and School.
 - f) Follett shall display their PMP in the store and on their e-Commerce website.

10. Commission.

- 10.1 Follett shall pay commission to the School in an annual amount equal to the sum of:

15.0% of all Commissionable Sales[^] excluding digital course materials up to **\$2,000,000**; plus **16.0%** of any part of Commissionable Sales[^] excluding digital course materials over **\$2,000,000** **8%** of all Commissionable Sales of digital course materials.

* and accounts receivable, as reasonably calculated by Follett.

[^]Commissionable Sales is defined as all recognized revenue (in compliance with generally accepted accounting principles) generated through the Store or the Store website, less voids, refunds, sales tax, campus debit card fees, discounted sales to authorized School faculty, staff, departments, and others as may be mutually agreed to under this Agreement in sections 6.16 and 24.5, Follett funded scholarships, handling fees associated with non-return of rental textbooks, pass-through income and merchandise sales at less than an inherent 20% margin (i.e. computer hardware and software).

- 10.2 If in the first full contract year during the term of this Agreement, commission payments to School calculated in accordance with Section 10.1 are less than **\$100,000** (“Guaranteed Annual Income”), Follett will pay School an additional amount necessary to bring total payments to School for that contract year up to the Guaranteed Annual Income. Follett will provide a Guaranteed Annual Income in all future contract years of this Agreement that will be an amount equal to ninety percent (90%) of the calculated commission on Commissionable Sales of the immediately preceding contract year. In any partial contract year commission will be based on the applicable percentage and not on the Guaranteed Annual Income.
- 10.3 Follett will keep complete and accurate records of all Store transactions in accordance with industry accounting practices and will provide a statement of Store Commissionable Sales to School monthly for the preceding period. Follett will provide a monthly accounting of the Store Improvements categorized by Capital Equipment and Store Remodeling. Follett also agrees to provide a monthly accounting of the accounts receivable account described in Section 6.17. Follett will preserve records of store operations for 3 years from the transaction date, and will make them available for review, audit and verification by School at the Store upon request on reasonable advance notice during ordinary business hours other than during Store “rush” periods. Furthermore, Follett shall provide School with access to Follett’s workbench system for financial reporting upon completion..
- 10.4 Follett shall pay the commission calculated in accordance with Section 10.1 monthly, twenty days after the end of the month. Any other payment required to be made by Follett to School under this Agreement shall be made within thirty days of receipt of invoice. Follett will make any payments due under Section 10.2 within 90 days after the end of the contract year. In case of termination of this Agreement, other than at a contract year-end, payments under Section 10.2 shall be prorated to the actual date of termination.

Follett will process commission payments by sending ACH transfers (Direct Deposit) in lieu of paper checks. On the day the ACH payment is made, the School’s designated recipient will receive an email informing the School thereof. A csv file (that can be opened in Excel) will be attached to the email that will contain the remit information with the document numbers that were paid (similar to the check remittance advice). Please note that this is not a wire transfer. The process takes approximately 7-10 business days to process once the necessary form is completed by the School and submitted to Follett’s Accounts Payable department.

10.5 If annual gross sales of the Bookstore shall materially decline more than 5% as a result of declining enrollment, public legislation, other conflicting campus contracts, material changes in school policies or the business model of the industry, such as digital books, sales directly from the publisher, or other reasons outside of the control of Follett, School and Follett agree to negotiate in good faith an appropriate adjustment in the payments set forth above.

Likewise, if annual gross sales of the Bookstore shall materially increase more than 5% as a result of increasing enrollment, material changes in school policies, the business model of the industry, market conditions, or other reasons outside of the control of Follett, School and Follett agree to negotiate in good faith an appropriate adjustment in the payments set forth above.

11. **Bookstore Rentals.**

- 11.1 Follett will provide a proprietary course material rental program (“Rental Program”) via individual rental agreements with students (“Student Rental Agreements”). Rental pricing will be determined by Follett. Two types of textbooks will be eligible for adoption in the rental program:

The “National Title List” Textbook. Follett will offer a National Textbook Rental Title List of the textbooks available for rental, which will be updated periodically by Follett (the “National Title List”).

The "Local Program" Textbook. School may select books not on the National Title List to be part of the Rental Program provided School agrees to continue to adopt the specific book(s) for at least 4 consecutive semesters. In the event School fails to consistently comply with meeting the 4 consecutive similar-sized semesters' commitment in the aggregate, Follett at its sole discretion may eliminate the Local Program upon written notification to School.

- 11.2 School will support the Rental Program as follows: Successor in Interest - On any termination, expiration or non-renewal of this Agreement, Student Rental Agreements will be assigned to School or successor store operator. Where rented textbooks have not been returned, where no charge has been made to the credit or debit card held as security therein, or where some other loss occurs under a Student Rental Agreement, School will look solely to the student.

12. Insurance.

- 12.1 During the term of this Agreement, Follett shall keep in force, at its own expense, at least the following insurance, all in accordance with this Section 12:
- a) Commercial General Liability having a combined single limit of not less than \$1,000,000 per occurrence covering premises and operations, contractual liability and products/completed operations;
 - b) Business Automobile Liability having a combined single limit of not less than \$1,000,000 per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles;
 - c) Worker's Compensation insurance having limits not less than those required by applicable statute;
 - d) Employer's Liability in the amount of at least \$1,000,000 per occurrence; and
 - e) Excess or Umbrella Liability in the amount of at least \$2,000,000.
- 12.2 School, its affiliates, officers, directors, trustees, volunteers, and employees shall be named as additional insureds by blanket endorsement under the Commercial General Liability policy.
- 12.3 Follett shall furnish industry standard Certificate[s] of Liability Insurance to School showing the coverage required by this Section 12 within 30 days after execution of this Agreement or before Follett takes possession of the Store, whichever is earlier. The Certificate[s] shall provide that, should any of the above policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.
- 12.4 School will notify Follett of any flood plain zoning changes affecting the Store within 30 days of receiving notice of such change from any source.

13. Indemnification.

- 13.1 Follett shall defend, indemnify and hold harmless School, its Board of Trustees, affiliates, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), arising out of any: (i) damage, destruction or loss of any property (including but not limited to School's property); or (ii) injury to or death of any person (including but not limited to any employee of School); which results from or arises out of negligent or willful acts or omissions of Follett, its officers, agents and employees, in the performance of this Agreement.
- 13.2 To the extent permitted by applicable law, School shall defend, indemnify and hold harmless Follett, its affiliates, directors, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees) arising out of any: (i) damage, destruction or loss of any property (including but not limited to Follett's property); or (ii) injury to or death of any person (including but not limited to any employee of Follett); which results from or arises out of negligent or willful acts or omissions of School, its officers, agents,

third-party contractors performing work on behalf of School or employees, in the performance of this Agreement.

14. **Independent Contractor Status.** Follett shall be an independent contractor and not a School employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

Follett agrees that it is a separate and independent enterprise from the School, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any partnership, joint venture, or joint employment relationship between Follett and the School, and the School shall not be liable for any obligation incurred by Follett, including but not limited to unpaid minimum wages or overtime premiums. If Follett has employees or subcontractors, Follett further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of the its employees for the duration of this Agreement. Follett agrees to furnish the School proof of workers' compensation insurance coverage upon request.

15. **Nonassignability.** Neither party may assign or sublet this Agreement in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement in its entirety to an affiliate that controls, is controlled by or is under common control with such party. This Agreement is made for the exclusive benefit of the parties, and no benefit to any third party is intended.
16. **Notice.** Notices required or permitted by this Agreement shall be deemed given when received if sent by recognized overnight courier or first class mail, postage prepaid, to the following address, or such other address as the party may specify by notice:

To School:
CD Douglas
Vice President for Student Affairs
1111 Main Street
Wayne, NE 68787

To Follett:
Roe McFarlane
President
Follett Higher Education Group
3 Westbrook Corporate Center, Suite 200
Westchester, Illinois 60154

With a copy to:
Angela Fredrickson
Vice President for Admin. & Finance
1111 Main Street
Wayne, NE 68787

With a copy to:
Follett Corporation
3 Westbrook Corporate Center, Suite 200
Westchester, Illinois 60154
Attn: General Counsel

17. **Severability.** If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either party hereto, or otherwise unenforceable, then such provision shall be severed, and the remainder of this Agreement shall remain in force as if such adjudicated provision were never included in this Agreement.
18. **Integrated Agreement.** This Agreement may not be modified, amended or waived except in writing of subsequent date hereto executed by both parties (School and Follett).
19. **Confidential Information.** Follett acknowledges that performance under the terms of this Agreement may involve receipt of user data from the School. Follett will utilize user data from the School only in the furtherance of this Agreement. Follett will notify School within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential School

user data. Follett will reimburse the School for any and all expenses incurred by the School as a result of a data breach of Follett's systems.

If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA) Follett agrees and acknowledges that Follett is acting as an officer of the School for the purposes of this Agreement as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information.

Follett further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

20. **Technology Access.** All agreements, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the applicable provisions of the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at <https://nitc.ne.gov/standards/2-201.html> and are incorporated into this Agreement as if fully set forth therein. Follett agrees to comply with this provision by meeting ADA and WCAG standards.
21. **New Employee Work Eligibility Status.** Follett 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.
22. **ADA & Drug-Free Workplace Requirements.** All provisions of this Agreement are subject to the Americans with Disabilities Act (ADA). Further, Follett certifies that Follett operates a drug-free workplace and, during the term of this Agreement, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.
23. **Public Records.** Agreements for Services are public records which are generally subject to statutory public disclosure and public website posting requirements.
24. **Follett On Demand Products.**
- 24.1 During the term of the Agreement, Follett shall offer via the Store's eCommerce site a wide variety of on demand products for sale through a web-based ordering system operated by a Follett Corporation wholly owned subsidiary, Advanced Graphic Products, Inc. dba Follett On-Demand ("Follett"). Follett will provide a web-based ordering system through which School students, faculty, staff, alumni, and the general public will be able to order products bearing School Indicia.
- 24.2 Follett shall enter into the Exhibit A License Agreement (the "License Agreement") with School. During the term of this Agreement, Follett will maintain its status as a properly appointed licensee of School and Follett will comply with the requirements of the License Agreement. Follett will comply with all requirements of School and receive approval of all graphics through School.
- 24.3 Follett will provide a marketing campaign that may include an email campaign, promotions and other marketing related items to enhance overall retail sales. Promotional emails for free, discounted, or special product promotions will be sent from Follett as approved by the Schools representative as outlined in section 7.2
- 24.4 A web link from the School athletics' website will be provided for Follett's eCommerce site. A designated acknowledgement space on the School athletics' website will be allocated for

permanent online Store acknowledgment. All printed or verbal acknowledgements by School associated with this Agreement are limited to Follett's name, contact information, regularly used logo and slogan, and/or neutral product or service descriptions.

24.5 Follett will provide a website application to allow School staff to purchase products from the School's product line at discounts of approximately 25% to 50% off retail pricing. Such discounted sales shall be exempt from Commission in Sections 10.1 and 10.2 respectively.

24.6 Commissions for on demand items will be payable as indicated in section 10 and shall be reported as a separate category on all sales reports.

With respect to online sales, commissions shall be deemed earned by School as of the transaction billing date.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives.

FOLLETT HIGHER EDUCATION GROUP, INC.

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES DBA WAYNE STATE COLLEGE

By: _____
Name: Clay Wahl
Title: Chief Operating Officer
Date: _____

By: _____
Name: Marysz Rames
Title: President
Date: _____

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES

By: _____
Name: Paul Turman
Title: Chancellor
Date: _____

Attachment: WSC Bookstore Agreement (2877 : Bookstore Contract for Wayne State)

WAYNE STATE COLLEGE
 Licensing
 Department of Athletics
 1111 Main Street
 Wayne, NE 68787-1172

LICENSE AGREEMENT NO.
 2021-22-#1

NONEXCLUSIVE LICENSE AGREEMENT

WHEREAS, The Board of Trustees of the Nebraska State Colleges, doing business as Wayne State College ("WSC"), is the exclusive owner of the Licensed Marks (as defined below); and

WHEREAS, Follett Higher Education Group, Inc and/or Advanced Graphic Products, Inc. dba Follett On-Demand

(hereinafter called "Licensee") 3 Westbrook Corporate Center, Suite 200, Westchester, IL 60154
 (address)

Telephone 630-956-3699.

desires to make use of one or more of the said Licensed Marks with respect to the Licensed Articles (as defined below); and

THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

I. Definitions

- (1) "Licensed Articles" means the following products, and any other products that may be agreed upon in writing by WSC and Licensee from time to time, in each case displaying, embodying, or making use of the Licensed Marks: [as later defined].
- (2) "Licensed Channels" means the channels of trade or outlets listed on Exhibit 1 attached to this Agreement.
- (3) "Licensed Marks" means the designs, trademarks, service marks, logo graphics, and/or symbols owned or licensed by WSC, including but not limited to, "Wayne State College," "WSC," "Wayne State College Wildcats," "WSC Wildcats," and the WSC Logo (as later defined).
- (4) "Net Sales" means the total gross sales of all Licensed Articles distributed or sold at the greater of Licensee's invoiced selling price or Licensee's regular domestic wholesale warehouse price, less (a) quantity discounts actually allowed and taken by the customer, (b) credits for returns actually made as supported by credit memos issued to customers, (c) sales taxes, and (d) prepaid transportation charges on Licensed Articles shipped by Licensee from

its facilities to the purchaser. No costs incurred in the manufacturing, selling, advertising, or distribution of the goods, or any indirect expenses shall be deducted, nor shall any deduction be made for uncollectible accounts, cash discounts, or similar allowances.

- (5) "Exempt Sales" means sales directly to Wayne State College Athletic Department.
- (6) "Premium" means any article given free or sold at less than the usual selling price for the purpose of increasing the sale of, or publicizing any other product or service, or for any other giveaway or promotional purpose.
- (7) "WSC Logo" shall mean the mark depicted below (whether in color or otherwise):



- (8) "Wildcat Logo" shall mean the mark depicted below (whether in color or otherwise):



II. Grant of License

- (1) Subject to the terms and conditions of the Agreement, WSC hereby grants to the Licensee a nonexclusive, non-transferable, non-sublicensable, right and license to use the Licensed Marks during the Term solely in connection with the manufacture, promotion, advertising, distribution, and sale of the Licensed Articles in the United States, provided that Licensee may only sell the Licensed Articles in the Licensed Channels, if applicable.
- (2) No license is granted under this Agreement for the use of Licensed Marks in connection with Premium programs. Premium programs using Licensed Marks must have the prior written approval of the licensing coordinator of WSC.

- (3) In the event any Licensed Channels are specified in Exhibit 1, then Licensee agrees it may only sell the Licensed Articles through the Licensed Channels.
- (4) WSC reserves all rights not expressly granted to Licensee under this Agreement. No use by WSC of the Licensed Marks in any medium or manner will be deemed to interfere with the limited permissions made to Licensee by WSC herein, including: (a) WSC or its designees' exploitation of products similar or identical to the Licensed Articles and products directly or indirectly competitive with the Licensed Articles, and (b) granting other licenses or rights to exploit the Licensed Property.

III. Royalty Payments and Reports

- (1) **Rate.** Licensee agrees to pay WSC a royalty of six and one-half percent (6 1/2 %) of Net Sales of all Licensed Articles sold (or in the case of a Premium program in which a Licensed Article is given free, delivered) during the term of this Agreement, other than Exempt Sales.
- (2) **Reports and Records.** Licensee shall provide quarterly reports to WSC within thirty (30) days following the last day of the months of March, June, September, and December on all items sold (or in the case of a Premium program in which a Licensed Article is given free, delivered) in the previous calendar quarter. Licensee agrees to keep full and accurate records to show the basis for calculation of royalties and such records, including sales invoices, and Licensee's general accounting records shall be open to inspection by WSC's representative at reasonable times, and within normal business hours.
- (3) **Royalty Payments.** For purposes of determining the royalty payments, a Licensed Article shall be deemed to have been "sold" at the time of invoicing or billing for said Licensed Article. Royalty payments are due within thirty (30) days following the last day of the months of March, June, September, and December on all items sold (or in the case of a Premium program in which a Licensed Article is given free, delivered) in the previous calendar quarter and shall be sent to Wayne State College, Licensing, Athletic Department, 1111 Main Street, Wayne, NE 68787.
- (4) **Multiple Royalty Payments.** WSC recognizes that the Licensee may be subject to other license agreements which together with this Agreement would subject certain Licensed Articles to more than one (1) royalty payment. WSC may agree to a reduced royalty subject to the written approval of the WSC licensing coordinator.

IV. Term

The initial term of this Agreement shall be for one (1) year and this Agreement shall automatically renew from year to year thereafter unless (a) terminated by either party giving to the other not less than thirty (30) days written notice prior to the expiration of the applicable term, or (b) terminated by WSC pursuant to Section VIII of this Agreement (the "Term"). Upon such termination, all rights granted to Licensee herein shall cease, except that for a time period not to exceed six (6) months following the date of termination of this Agreement, Licensee may continue to sell all

Licensed Articles on hand in inventory at the time of termination, provided that Licensee shall pay to WSC the royalties thereon and provide reports as required in Section III.

V. Licensee Warranties, Obligations, and Restrictions.

- (1) WSC has an ongoing interest in seeing that the Licensed Marks are used in a manner appropriate to the standards and image maintained by WSC. A sample of each Licensed Article and a color photo of each Licensed Article shall be submitted by Licensee to WSC, at the expense of Licensee, for approval by WSC prior to its sale or distribution. Licensee shall submit to WSC for approval at least one (1) sample of any advertisements, labels, and/or packaging used in connection with the marketing of any Licensed Article. Any proposed change in a Licensed Article shall also be submitted to WSC for approval prior to its sale or distribution. Licensee shall submit such samples and materials to WSC in a timely fashion to ensure that WSC has adequate time to review such materials prior to the date of their proposed use by Licensee.
- (2) If WSC notifies Licensee of any defect in any Licensed Article, advertisements, labels, and/or packaging or of any deviation from the approved use of any of the Licensed Marks, Licensee shall have fifteen (15) days from the date of notification from WSC to correct every noted defect or deviation. No defective Licensed Article, advertisement, label or package in Licensee's inventory shall be used, distributed or sold and each shall, upon request by WSC, be immediately recalled from the marketplace and destroyed or submitted to WSC, at WSC's option and at Licensee's expense. However, if it is possible to correct all defects in the Licensed Articles, advertisements, labels, and/or packaging in Licensee's inventory, said items may be distributed or sold after all defects are corrected to the satisfaction of WSC, which shall be indicated in writing.
- (3) WSC and/or its authorized representatives shall have the right at reasonable times and during normal business hours to inspect Licensee's plants, warehouses, storage facilities and operations related to the production of Licensed Articles.
- (4) Selling or distributing Licensed Articles not approved by WSC pursuant to Section V of this Agreement shall be a "default" under this Agreement as such term is used in Section VIII.
- (5) Licensee shall comply, and ensure that all manufacturers producing the Licensed Articles comply, with all advertising, labeling and labor laws and regulations related to the manufacture, production, distribution and sale of the Licensed Articles. WSC shall have the right to approve any manufacturer, or require a change in a manufacturer whose activities do not comply with the terms and conditions of this Agreement, with whom Licensee contracts to produce or manufacture the Licensed Articles.
- (6) Licensee warrants that the Licensed Articles it produces, distributes and sells shall be of a high quality which is at least equal to comparable products manufactured and marketed by Licensee and in conformity with the standard sample approved by WSC pursuant to Section V of this Agreement.

- (7) Licensee further warrants that the Licensed Articles, labels, packaging and advertising material distributed to promote the Licensed Articles shall not infringe or otherwise violate the intellectual property rights of any third party.
- (8) The Licensed Articles, labels, packaging and advertising material distributed to promote the Licensed Articles shall include all appropriate legal notices and markings as required by WSC. Notwithstanding the generality of the foregoing, Licensee agrees to affix the ® registration symbol to each Licensed Article bearing the WSC Logo and at least once to each advertisement, label, and packaging item bearing the WSC Logo in the manner shown below:



- (9) Licensee agrees that it shall not, during the Term or thereafter, directly or indirectly:
- do, omit to do, or permit to be done, any act which will or may dilute the Licensed Article, or tarnish or bring into disrepute the reputation of or goodwill associated with the Licensed Marks or WSC, or which will or may invalidate or jeopardize any registration of any rights in and to the Licensed Marks or any element thereof;
 - apply for, obtain, or assist any person in applying for or obtaining any registration of any copyright, trademark, or other designation, or take any other action, which would or may affect ownership of the Licensed Marks; or
 - state or imply that WSC endorses the Licensee, its products or services, or the Licensed Articles.

VI. No Joint Venture or Endorsement of Licensee

- (1) Approval by WSC of a particular product shall not be deemed an endorsement by WSC of the usefulness or safety of the product bearing the Licensed Marks, nor shall such approval be deemed in any manner a guarantee or warranty of any nature with respect to the items approved. Licensee agrees that in the exercise of this license, it will neither state nor imply either directly or indirectly that Licensee or Licensee's activities are supported, endorsed, or sponsored by WSC, and upon request by WSC, shall issue express disclaimers to that effect.
- (2) Nothing in this Agreement shall be construed to place the parties in the relationship of partners, joint venturers or agents, and neither party shall have any power to obligate or bind the other party in any manner whatsoever.

VII. Acknowledgment of Ownership.

- (1) Neither this Agreement, nor any act, omission, or statement by WSC or Licensee, conveys any ownership right in any of the Licensed Marks, or to any element or portion thereof, or other materials provided by or on behalf of WSC under this Agreement. Except for the licenses expressly granted to Licensee in this Agreement, Licensee acknowledges that all right, title, and interest in and to the Licensed Marks, as well as any modifications or improvements made thereto by the Licensee, and the goodwill resulting from Licensee's use of the Licensed Marks are owned by and will remain with WSC. Licensee agrees not to dispute or challenge, or assist any person in disputing or challenging, WSC's rights in and to the Licensed Marks or the validity of any trademark, copyright, or patent, and any applications therefore which may have been or may be filed in the future, relating to the Licensed Marks.

VIII. Indemnity; Insurance

Licensee agrees to defend and hold harmless WSC, its trustees, insurers, licensees, employees, agents, predecessors, successors, parents, affiliates and subsidiaries from all liability, of whatever nature or description, arising out of or relating in any manner to (a) any actual or alleged breach by Licensee of any representation, warranty, covenant, or obligation under this Agreement; (b) the exercise by Licensee of the rights granted under this Agreement, including any product liability claims or third-party intellectual property rights infringement claims relating to the Licensed Articles or their advertising and promotion; or (c) infringement, dilution, or other violation of any intellectual property or other rights of any person resulting from the manufacture, promotion, advertising, distribution, or sale of Licensed Articles. .

Proof of adequate commercial general liability and/or product insurance will be provided to WSC upon request.

IX. Disclaimer of Representations and Warranties; Limitation of Liability.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION IX, WSC EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED MARKS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF THE COURSE OF DEALING, THE COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

WSC WILL NOT BE LIABLE UNDER, OR IN CONNECTION WITH, THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING LOSSES OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER WSC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

X. Event of Default or Breach

Without prejudice to any other rights it may have under this Agreement or otherwise, WSC shall have the right to terminate this Agreement upon written notice to Licensee at any time if Licensee shall default on any provision hereof and such default continues for a period of ten (10) days after written notice of default is given by WSC to Licensee.

Licensee acknowledges that a breach by Licensee of this Agreement may cause WSC irreparable damages, for which an award of damages would not be adequate compensation, and agrees that, in the event of such breach or threatened breach, WSC will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which WSC may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

XI. Enforcement and Protection of Intellectual Property Rights

- (1) Licensee shall not, during the term of this Agreement or after termination of this Agreement, dispute or contest the property rights of WSC in the Licensed Marks, dispute or contest the validity of this Agreement, or use the Licensed Marks or any similar mark in any manner other than as licensed under this Agreement.
- (2) WSC will endeavor to investigate unauthorized use by others of the Licensed Marks brought to its attention by Licensee. However, nothing in this Agreement shall require WSC to bring suit or take action for infringement of any of the Licensed Marks. Licensee shall not institute any suit or take any action on account of any such alleged infringements. Licensee agrees that it is not entitled to share in any proceeds received by WSC (by settlement or otherwise) in connection with any formal or informal action brought by WSC.
- (3) Licensee shall not use any of the Licensed Marks or any similar mark as, or as part of, a trademark, service mark, trade name, Uniform Resource Locator (URL), social media identity, fictitious name, company or corporate name anywhere in the world.
- (4) Nothing in this Agreement gives Licensee any right, title or interest in the Licensed Marks except the right to use the Licensed Marks in accordance with the terms of this Agreement. Licensee's use of the Licensed Marks shall inure to the benefit of WSC.

XII. Assignment

This Agreement and any rights herein granted are personal to Licensee and shall not be assigned, sublicensed or encumbered without the prior, written consent of WSC, which may be withheld in the sole discretion of WSC.

XIII. Integration and Governing Law

This Agreement constitutes the entire agreement between the parties as to the licensed items, and no modifications or revisions hereof shall be of any force or effect unless the same are in writing and executed by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

LICENSEE

BOARD OF TRUSTEES OF
THE NEBRASKA STATE COLLEGES, D/B/A
WAYNE STATE COLLEGE

By _____

By _____

Title _____

Title President

Date _____

Date _____

Attachment: WSC Bookstore Agreement-Exhibit A (2877 : Bookstore Contract for Wayne State)

EXHIBIT 1**LICENSED CHANNELS**

1. Direct to customers via retail store on campus.
2. Direct to customer via the following designated website/online store:
<https://www.bkstr.com/waynestatestore>).
3. Sale to a contracted retail vendor who will produce and sell licensed goods direct to customers.

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: Request For Proposal Issuance for Off-Campus Senior Student Housing Development in Norfolk for Wayne State College

The city of Norfolk has invested \$40 million in its downtown riverfront toward the transformation of its downtown in an effort to help retain young people. The Growing Together Career Scholars program at Wayne State College is an accelerated cooperative education-based program dedicated to meeting that initiative by preparing students to work in a business in Norfolk during their senior year. Students will move to Norfolk where they will work for a business for approximately 30 hours a week over a nine-month period and remain working in Northeast Nebraska upon graduation.

Based on anticipated housing needs of future cohorts of senior students, developers will need to provide housing that will accommodate a maximum of 75 beds in fall 2025 and spring 2026. The following indicates the anticipated schedule for student housing needs:

Fall 2023 - Spring 2024 30 Beds

Fall 2024 - Spring 2025 45 Beds

Fall 2025 - Spring 2026 75 Beds - maximum number needed.

Developers will determine the housing cost per student per month with consideration that rent per month should be between \$600 - \$700 per student and should include all utilities and amenities. Students will be required to live in these housing units for 9 months (August - April). Developers are encouraged to set a price that allows them to manage a potential three-month vacancy rate. There will be opportunities for students to live in these units during the months of May, June, and July. Wayne State College will pay developers for scheduled housing twice a year, August 1st for the fall term and January 1st for the spring term.

Wayne State will issue a Request for Proposal (RFP) to invite potential developers to submit proposals for providing the student housing in downtown Norfolk. The purpose of this RFP process is to determine the feasibility of the project before entering into development and Lease Agreements. Such potential agreements require Board approval at a future date. The RFP and eventual agreements will include provisions for Wayne State to cancel the project and safeguard against financial loss in the event the project is not feasible, or the Growing Together Career Scholars program is no longer funded.

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: Five-Year Academic Calendar

The five-year academic calendar is provided to the Board for information.

	Fall 2021	Fall 2022	Fall 2023	Fall 2024	Fall 2025
Faculty Orientation	8/20	8/19	8/18	8/16	8/15
Classes Begin	8/23	8/22	8/21	8/19	8/18
Labor Day Holiday	9/6	9/5	9/4	9/2	9/1
Fall Mid-Term Break	10/18-10/19	10/17-10/18	10/16-10/17	10/14-10/15	10/13-10/14
Fall Break/Thanksgiving	11/24-11/26	11/23-11/25	11/22-11/24	11/27-11/29	11/26-11/28
Last Day of Classes	12/10	12/9	12/8	12/6	12/5
Exam Week	12/13-12/17	12/12-12/16	12/11-12/15	12/9-12/13	12/8-12/12
Fall Commencement	12/17	12/16	12/15	12/13	12/12

	Spring 2022	Spring 2023	Spring 2024	Spring 2025	Spring 2026
Classes Begin	1/10	1/9	1/8	1/13	1/12
Martin Luther King Jr. Day	1/17	1/16	1/15	1/20	1/19
Spring Mid-Term Break	3/7-3/11	3/6-3/10	3/4-3/8	3/10-3/14	3/9-3/13
Spring Break/Easter	4/8	4/10	4/1	4/21	4/6
Last Day of Classes	4/29	4/28	4/26	5/2	5/1
Exam Week	5/2-5/6	5/1-5/5	4/29-5/3	5/5-5/9	5/4-5/8
Spring Commencement	5/7	5/6	5/4	5/10	5/9

Board Policy 4001 states that all units of the Nebraska State College System will utilize the same semester calendar. Above is the academic calendar schedule to be observed by each College for the upcoming five-year period.

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: NSCS Funding Request for CSC Foundation

According to the Board's Agreement with the Chadron State Foundation, a formal request for funding must be submitted, no later than June 15 each year. Following is the request that will be submitted for 2021-2022.

- Unrestricted funds to a discretionary account for the CSC President in the amount of \$4,500
- Unrestricted funds to a discretionary account for the NSCS Chancellor in the amount of \$500
- Annual contribution of funds not to exceed \$1,600 for the NSCS Senator's Reception
- Provide \$3,000 for the NSCS Teaching Excellence Award when the recipient is a Chadron State College faculty member

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: Reports of Personnel Actions

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:

- SO Personnel Report March 2021 (PDF)
- CSC Personnel Report March 2021 (PDF)
- PSC Personnel Report March 2021(PDF)
- WSC Personnel Report March 2021 (PDF)

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
Kramer, Monte	VC for Finance and Administration	NA	\$160,000 pro-rated \$53,333.00	State	3/1/21-6/30/21	1.000	New appointment; replaces Carolyn Murphy	Special
Murphy, Carolyn	VC for Finance and Administration	NA	\$146,086.00	State	7/01/06-2/28/21	1.000	Retirement	NA
Murphy, Carolyn	Senior Assistant to the Chancellor	NA	\$146,086.00	State	3/1/21-4/2/21	1.000	Title Change	NA

NON-UNIONIZED PROFESSIONAL STAFF (PART TIME/LESS THAN .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Kramer, Monte	Senior Assistant to the Chancellor	NA	\$11,550	State	02/11/21-02/28/21	NA	\$77/hr not to exceed \$11,550	Special

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE:

Chadron State College

MEETING DATE:

March 16, 2021

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
Sasse, Grant	ECPSSW	Associate Professor	\$61,000	State	08/19/2021-05/11/2022	1.00	New appointment replaces Schaeffer	Tenure Track

NON 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
Bishop, Charles	BMS	Instructor	\$45,000 prorated \$22,500	State	01/07/2021-05/12/2021	1.00	New appointment replaces Waugh	Special
Grant, Sara	ECPSSW	Assistant Professor	\$53,000 prorated \$26,500	State	01/08/2021-05/12/2021	1.00	New appointment replaces Kenney	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
Balmat, Jennifer	Adjunct	NA	\$850	State	01/11/2021-05/07/2021	NA	Teach: BIOL/CHEM/320 (1 cr hr)	Special
Benz, Jonathan	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: COUN 634 (3 cr hr)	Special
Bishop, Charles	Part Time Faculty	NA	\$300	State	01/04/2021-01/06/2021	NA	Early onboarding	Special
Blundell, E Patricia	Adjunct	NA	\$5,100	State	01/11/2021-05/07/2021	NA	Teach: EDCI 635, EDCI 638 (6 cr hr)	Special
Boynton, Pheobe	Adjunct	NA	\$2,550	State	01/11/2021-03/05/2021	NA	Teach: TH 435 (3 cr hr)	Special
Brown, Linda	Adjunct	NA	\$5,100	State	01/11/2021-05/07/2021	NA	Teach: EDAD 631, EDAD 639 (6 cr hr)	Special
Carnot-Bond, Catherine	Adjunct	NA	\$5,100	State	01/11/2021-05/07/2021	NA	Teach: PSYC 421, PSYC 435 (6 cr hr)	Special
Coffey, Lauren	Adjunct	NA	\$5,100	State	01/11/2021-05/07/2021	NA	Teach: COUN 523, COUN 534 (6 cr hr)	Special
Colgate, Stephanie	Adjunct	NA	\$3,400	State	01/11/2021-05/07/2021	NA	Teach: MATH 142 (4 cr hr)	Special
Covello, Christin	Adjunct	NA	\$5,100	State	01/11/2021-05/07/2021	NA	631, COUN 639B PRACTICUM IN COUNSEL (6 cr hr)	Special

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE:

Chadron State College

MEETING DATE:

March 16, 2021

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
Crouse, Margaret	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: EDUC 431 (3 cr hr)	Special
Durfee, Michael	Adjunct	NA	\$850	State	01/11/2021-05/07/2021	NA	Supervision (1 cr hr)	Special
Eitemiler, Vicki	Adjunct	NA	\$2,550	State	01/11/2021-03/05/2021	NA	Teach: COUN 125 (3 cr hr)	Special
Ellis, Dawn	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: FCS 234 (3 cr hr)	Special
Gallegos, Nathaniel	Adjunct	NA	\$5,100	State	01/11/2021-03/05/2021	NA	Teach: BA 337, BA 432 (6 cr hr)	Special
Hart, Tara	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: COUN 536 (3 cr hr)	Special
Harting, Courtney	Adjunct	NA	\$850	State	01/11/2021-03/05/2021	NA	Teach: SPED 216 (1 cr hr)	Special
Haun, Mary	Adjunct	NA	\$1,700	State	01/11/2021-05/07/2021	NA	Supervision (2 cr hr)	Special
Heath, Carly	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: ART 343 (3 cr hr)	Special
Hirko, Carol	Adjunct	NA	\$5,100	State	01/11/2021-05/07/2021	NA	Teach: PSYC 131, PSYC 254 (6 cr hr)	Special
Jamison, Todd	Adjunct	NA	\$3,400	State	01/11/2021-03/05/2021	NA	Teach: BIS 632, BIS 632 (4 cr hr)	Special
Johnson-Struempler, Kersten	Adjunct	NA	\$2,550	State	01/11/2021-03/05/2021	NA	Teach: EDAD 633 (3 cr hr)	Special
Kant, Jack	Adjunct	NA	\$5,100	State	01/11/2021-05/07/2021	NA	321B/42, ECON 232 MICROECONOMICS (6 cr hr)	Special
Knezevic, Branislava	Adjunct	NA	\$5,100	State	01/11/2021-05/07/2021	NA	Teach: COUN 639B P, COUN 532 (6 cr hr)	Special
Koza, Jennifer	Adjunct	NA	\$2,550	State	01/11/2021-03/05/2021	NA	Teach: MGMT 620 (3 cr hr)	Special
Leider, Andrew	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: BIOL 433L/533L BIOL 433/533 (3 cr hr)	Special
Margetts, Colleen	Adjunct	NA	\$7,650	State	01/11/2021-05/07/2021	NA	Teach: EDUC 495, EDUC 495, MUS 233 (9 cr hr)	Special

Attachment: CSC Personnel Report March 2021 (2861 : Reports of Personnel Actions)

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE:

Chadron State College

MEETING DATE:

March 16, 2021

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
Matich, Kayla	Adjunct	NA	\$5,100	State	01/11/2021-03/05/2021	NA	Teach: SPED 432, SPED 432 (6 cr hr)	Special
McCallum, Henry	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: SPED 230 (3 cr hr)	Special
McDermott, David	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: GEOG 231 (3 cr hr)	Special
Morris, Candice	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: SOC 230 (3 cr hr)	Special
Nealeigh, Norma	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: CTE 632 (3 cr hr)	Special
Ocken, David	Adjunct	NA	\$850	State	01/11/2021-05/07/2021	NA	Supervision (1 cr hr)	Special
Petersen, Grace	Adjunct	NA	\$7,650	State	01/11/2021-05/07/2021	NA	Teach: EDCI 631, READ 533, READ 636 (9 cr hr)	Special
Plas, Aaron	Adjunct	NA	\$5,100	State	01/11/2021-05/07/2021	NA	Teach: EDAD 633, EDAD 638 (6 cr hr)	Special
Rodriquez-Fletcher, Lori	Adjunct	NA	\$3,400	State	01/11/2021-05/07/2021	NA	Teach: SW 330(4 cr hr)	Special
Rolfsmeier, Susan	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: AGRI 141 (3 cr hr)	Special
Shatto, Maci	Adjunct	NA	\$1,700	State	01/11/2021-03/05/2021	NA	Teach: SPED 317 (2 cr hr)	Special
Stephens, Lauren	Adjunct	NA	\$281	State	01/11/2021-05/07/2021	NA	Teach: MUS 215F (0.33 cr hr)	Special
Tibbits, Matthew	Adjunct	NA	\$6,800	State	01/11/2021-05/07/2021	NA	152L , PHYS 152L, GEOS 337, PHYS 152 (8 cr hr)	Special
Townsend, David	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Supervision (3 cr hr)	Special
Whitney, Talma	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Supervision and Teach: EDUC 271 (3 cr hr)	Special
Wilson, Aaron	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: HIST 151 (3 cr hr)	Special

Attachment: CSC Personnel Report March 2021 (2861 : Reports of Personnel Actions)

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**COLLEGE:**

Chadron State College

MEETING DATE:

March 16, 2021

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
Wilson, Sarah	Adjunct	NA	\$2,550	State	01/11/2021-05/07/2021	NA	Teach: PSYC 538 (3 cr hr)	Special
Zeller, LaWayne	Adjunct	NA	\$5,100	State	01/11/2021-05/07/2021	NA	Teach: EDUC 300, EDUC 320, EDUC 490 (6 cr hr)	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
Gaswick, Kaylee	Admissions Counselor	NA	\$41,513	State	01/02/2020-02/15/2021	NA	Resignation	NA
Furrier, Dylan	Assistant Coach	NA	\$38,438 prorated \$16,532	State	1/25/2021	1.00	New appointment replaces Sasse	Special
Richardson, Amy	Accountant	NA	\$43,000 prorated \$23,213	State	12/17/2020	1.00	New appointment replaces Brummels	Special
Schrader, Andrew	IT Technician	NA	\$42,053 prorated \$20,692	State	01/05/2021-06/30/2021	1.00	New appointment replaces Gudeta	Special

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
David, Craven	Interim Director Theatrical Performance	NA	\$67,147 prorated \$23,181	State	01/08/2021-05/07/2021	1.00	New appointment replaces Poarch	Special
Murphy, John	Digital Graphic Designer	NA	\$38,500 prorated \$18,944	State	01/05/2021-06/30/2021	1.00	New appointment- Temp FTE	Special

Attachment: CSC Personnel Report March 2021 (2861 : Reports of Personnel Actions)

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

COLLEGE:

Chadron State College

MEETING DATE:

March 16, 2021

NON UNIONIZED PROFESSIONAL STAFF (PART-TIME/LESS THAN .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Curtis, Allison	Graduate Assistant	NA	\$4,000	State	08/17/2020-11/25/2020	NA	Resignation	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
Schrader, Andrew	MRW IV	NA	\$3,504	State 75% Rev Bond 25%	02/02/2015-01/04/2021	NA	Resignation	NA
Dinstel, Jonni	OA II	NA	\$1,994	State	04/03/2017-01/10/2021	NA	Resignation	NA
Dinstel, Jonni	OA II	NA	\$2,500	State	1/11/2021	1.00	New hire replaces Mendyka	NA
Downs, Joanne	OA II	NA	\$2,839	State	08/20/2001-07/20/2021	NA	Retirement	NA
McCusker, Roxann	OA II	NA	\$2,276	State	07/9/2018-01/21/2021	NA	Resignation	NA
Nun, Jessey	Custodian	NA	\$1,854	Rev Bond	1/11/2021	1.00	New Hire replaces Kienbaum	Probationary

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
COLLEGE: Peru State College
MEETING DATE: March 16, 2021

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
Kohlleppel, Monica	Project Coordinator	N/A	\$37,690.00 prorated \$15,704.00	State	02/01/2021 thru 06/30/2021	1.000	New Appointment replaces Tereza Kamenar	Special
Lickteig, Denise	Assistant Director-Financial Aid	N/A	\$46,000.00 prorated \$27,068.00	State	12/08/2020 thru 06/30/2021	1.000	New Appointment replaces Deb Pugh	Special
Robertson, Jonathan	Accountant	N/A	\$42,000.00 prorated \$24,500.00	State	12/01/2020 thru 06/30/2021	1.000	New Appointment replaces Kaylee Kreifels	Special
Sherman, Shawn	Workforce Liaison	N/A	\$53,177.00 prorated \$27,677.00	State	01/04/2021 thru 06/30/2021	1.000	New Appointment	Special
Van Der Kamp, Brandy	Project Coordinator	N/A	\$37,841.00	State	11/10/2014 thru 01/04/2021	1.000	Resignation	NA
Williams, Ashley	IT Specialist	N/A	\$52,515.00	State	04/14/2017 thru 01/04/2021	1.000	Resignation	NA

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
Seidl, Angela	Assistant Director-Human Resouces	N/A	\$46,000.00 prorated \$26,833.00	State	12/01/2020 thru 06/30/2021	1.000	New Appointment replaces Angela Bridgmon	Special

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
Beath, Lauren	Custodian	N/A	\$22,471.00	State	1/6/2021	1.000	New Appointment	N/A
Goering, Kenneth	Maintenance Repair Worker II	N/A	\$29,326.00	State	04/01/2013 thru 01/31/21	1.000	Resignation	N/A

Attachment: PSC Personnel Report March 2021 (2861 : Reports of Personnel Actions)

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
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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
Ahern, Sean	Communication Arts	Assistant Professor	\$54,500.00	State	08/19/21-05/11/22	1.000	New Appointment, replaces Ahern	Tenure Track
Alexander, William Andrew	Language and Literature	Professor	\$84,584.00	State	08/23/93-05/12/21	NA	Retirement	NA
Barnes, Johanna	Educational Foundations and Leadership	Professor	\$2,500.00	State	01/11/21-05/07/21	NA	Mentor and facilitator for Community of Learning	Special
Benson, Vaughn	Business and Economics	Professor	\$105,000.00	State	09/03/74-05/12/21	NA	Retirement	NA
Boughn, Alison	Counseling	Assistant Professor	\$1,500.00	State	01/11/21-05/07/21	NA	Help Clinic Coordination	Special
Boughn, Alison	Counseling	Assistant Professor	\$1,500.00	State	01/11/21-05/07/21	NA	Coordinator for South Sioux City and Fremont Core Counseling Cohorts	Special
Legler, Christian	Educational Foundations and Leadership	Assistant Professor	\$2,000.00	State	01/11/21-05/07/21	NA	Faculty liaison with EDU 150 dual credit courses and STEP partners	Special
Marcellus, Stephanie	Language and Literature	Associate Professor	\$500.00	State	01/11/21-05/07/21	NA	Design & implement online Honors course for Poetry Workshop	Special
Nelsen, Kristina	Educational Foundations and Leadership	Assistant Professor	\$350.00	State	01/06/21-05/19/21	NA	Pre-work and post-work for EDU 250-DC05 and EDU 275-DC02	Special
Parker, Charles	Business and Economics	Professor	\$3,000.00	State	07/01/20-06/30/21	NA	Faculty Athletics Representative and Chair of the Athletic Advisory Committee	Special
Post, Cassandra	Criminal Justice	Instructor	\$44,255.00	State	08/17/17-12/02/20	NA	Resignation	NA

REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
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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
Aase, Sydney	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	CJA 405-0002 (3 cr hrs)	Special
Arlt, Darron	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	EDU 658-00W0 (3 cr hrs) and EDU 658-00W1 (3 cr hrs)	Special
Barnes, Darrell	Adjunct	NA	\$5,049.00	State	01/04/21-05/12/21	NA	EDU 452 (3.96 cr hrs), EDU 450 (1.32 cr hrs), and EDU 450/SPD 458 (0.66 cr hr)	Special
Beach, Gerald	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	EDU 786-00W0 (3 cr hrs)	Special
Bender-Brummels, Jennifer	Adjunct	NA	\$1,700.00	State	01/11/21-05/12/21	NA	EDU 217-00H0 (2 cr hrs)	Special
Bender-Brummels, Jennifer	Adjunct	NA	\$1,700.00	State	01/11/21-05/12/21	NA	EDU 217-00W0 (2 cr hrs)	Special
Beaudette, Shawn	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	CJA 200-00H0 (3 cr hrs)	Special
Bercey, London	Graduate Assistant	NA	\$4,000.00	State	01/11/21-05/07/21	NA	Appointment	Special
Black, Barbara	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	EDU 674-00W0 (3 cr hrs) and EDU 674-00W1 (3 cr hrs)	Special
Bliss, Gina	Adjunct	NA	\$4,000.00	State	01/11/21-05/12/21	NA	BUS 352-00W0 (3 cr hrs)	Special
Bohn, Soshia	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	CSL 218-00W0 (3 cr hrs) and CSL 440/540-00W0 (3 cr hrs)	Special
Brasch, Stacy	Adjunct	NA	\$10,200.00	State	01/11/21-05/12/21	NA	BUS 208-00W0 (3 cr hrs), BUS 208-00W1 (3 cr hrs), BUS 620-00W0 (3 cr hrs), and BUS 620-00W1 (3 cr hrs)	Special
Buck, Nina	Adjunct	NA	\$2,550.00	State	11/30/20-12/18/20	NA	CNA 101-00W1 (3 cr hrs)	Special
Buck, Nina	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	CNA 101-00W0 (3 cr hrs)	Special

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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
Buck, Nina	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	CNA 223-0001 (3 cr hrs) and CNA 223-0002 (3 cr hrs)	Special
Buresh, Debra	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	SPD 160-0001 (3 cr hrs) and SPD 160-0002 (3 cr hrs)	Special
Buresh, Debra	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	EDU 275-0081 (3 cr hrs)	Special
Burroughs, Andrew	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	CSL 202-0001 (3 cr hrs)	Special
Burroughs, Andrew	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	CSL 342-SS80 (3 cr hrs), and CSL 490-SS80 (3 cr hrs)	Special
Carnes, Ron	Adjunct	NA	\$2,686.00	State	08/17/20-12/02/20	NA	Revised: EDU 452/456 (1.50 cr hrs), EDU 456 (1 cr hr), and EDU 456/SPD 460 (0.66 cr hr)	Special
Carnes, Ron	Adjunct	NA	\$2,125.00	State	01/04/21-05/12/21	NA	EDU 456 (2.50 cr hrs)	Special
Carr, Sharon	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	ENG 221/321/421-0001 (3 cr hrs)	Special
Carraher, Joan	Adjunct	NA	\$986.00	State	01/04/21-05/12/21	NA	EDU 452 (0.66 cr hr) and EDU 456 (0.50 cr hr)	Special
Cheatum, Tamara	Adjunct	NA	\$1,683.00	State	01/04/21-05/12/21	NA	EDU 450 (0.66 cr hr), EDU 452 (0.66 cr hr), and SPD 458 (0.66 cr hr)	Special
Cleaver, Carol	Adjunct	NA	\$4,000.00	State	01/11/21-05/12/21	NA	BUS 356-MC80 (3 cr hrs)	Special
Coffin, Lori	Adjunct	NA	\$3,425.00	State	01/11/21-05/12/21	NA	EDU 627-00LC (1.50 cr hrs), EDU 651-00LC (1.50 cr hrs), Norfolk #6 Community of Learning up to 35 hours at \$25/hr	Special

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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
Consoli, Domenic	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	CJA 203-0001 (3 cr hrs)	Special
Curry, Julie	Adjunct	NA	\$1,683.00	State	01/04/21-05/12/21	NA	EDU 450 (0.66 cr hr), EDU 452 (0.66 cr hr), and EDU 452/SPD 458 (0.66 cr hr)	Special
Davis, Julie	Adjunct	NA	\$1,122.00	State	01/04/21-05/12/21	NA	EDU 452 (1.32 cr hrs)	Special
DelBusso, Natalie	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	ENG 426/526-00W0 (3 cr hrs)	Special
Dolesh, Dawn	Adjunct	NA	\$7,650.00	State	01/11/21-05/12/21	NA	CNA 100-0004 (3 cr hrs), CNA 100-0006 (3 cr hrs), and CNA 100-0008 (3 cr hrs)	Special
Drees, David	Adjunct	NA	\$2,550.00	State	11/30/20-12/18/20	NA	ENG 202-00W0 (3 cr hrs)	Special
Drees, David	Adjunct	NA	\$7,650.00	State	01/11/21-05/12/21	NA	ENG 102-0001 (3 cr hrs), ENG 200-00H2 (3 cr hrs), and ENG 102-0006 (3 cr hrs)	Special
Dugan, Kristie	Adjunct	NA	\$3,425.00	State	01/11/21-05/12/21	NA	EDU 510-00LX (1.50 cr hrs), EDU 693-00LX (1.50 cr hrs), Grand Island #4 Community of Learning up to 35 hours at \$25/hr	Special
Eilers, Carol	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	FCS 207-00W0 (3 cr hrs)	Special
Elliott, Leland	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	BUS 367-00W0 (3 cr hrs)	Special
Endicott, Natalie	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	ART 363-0001 (3 cr hrs)	Special
Fick, Kathleen	Adjunct	NA	\$2,550.00	State	01/11/21-03/05/21	NA	MLC 110-0001 (3 cr hrs)	Special
Fick, Kathleen	Adjunct	NA	\$2,550.00	State	03/15/21-05/07/21	NA	MLC 110-0002 (3 cr hrs)	Special

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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
Fick, Kathleen	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	MLC 120-0002 (3 cr hrs)	Special
Fleming, Angela	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	FCS 305-0001 (4 cr hrs) and ITE 211-0001 (2 cr hrs)	Special
Fleming, Scott	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	SOC 101-00W1 (3 cr hrs)	Special
Feusner, Chelsea	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	EDU 610-00W1 (3 cr hrs) and EDU 610-00W2 (3 cr hrs)	Special
Galvin, Susan	Adjunct	NA	\$3,425.00	State	01/11/21-05/12/21	NA	EDU 510-00LW (1.50 cr hrs), EDU 693-00LW (1.50 cr hrs), Fremont #11 Community of Learning up to 35 hours at \$25/hr	Special
Gardner, Emma	Graduate Assistant	NA	\$4,000.00	State	01/11/21-05/07/21	NA	Appointment	Special
Goos, Adam	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	MUS 409-0001 (3 cr hrs)	Special
Gorden, Alexandria	Graduate Assistant	NA	\$2,550.00	State	11/30/20-12/18/20	NA	CJA 235-00W0 (3 cr hrs)	Special
Gustafson, Cheryl	Adjunct	NA	\$1,275.00	State	01/04/21-05/12/21	NA	EDU 456 (1.50 cr hrs)	Special
Haas, Mary	Adjunct	NA	\$7,650.00	State	01/11/21-05/12/21	NA	ART 102-0001 (3 cr hrs), ART 102-0002 (3 cr hrs), and ART 102-0003 (3 cr hrs)	Special
Hallberg, Ashley	Adjunct	NA	\$3,425.00	State	01/11/21-05/12/21	NA	EDU 510-00LW (1.50 cr hrs), EDU 693-00LW (1.50 cr hrs), Fremont #11 Community of Learning up to 35 hours at \$25/hr	Special

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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
Heikes, Tanya	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	EDU 303-0001 (3 cr hrs)	Special
Henning, Mark	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	ITE 203-0001 (3 cr hrs)	Special
Henning, Mark	Adjunct	NA	\$4,000.00	State	01/11/21-05/12/21	NA	ITE 407- MCW1 (3 cr hrs)	Special
Henning, Samantha	Adjunct	NA	\$3,425.00	State	01/11/21-05/12/21	NA	EDU 627-00LB (1.50 cr hrs), EDU 651-00LB (1.50 cr hrs), Fremont #12 Community of Learning up to 35 hours at \$25/hr	Special
Hillen, Megan	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	FCS 306-00H0 (3 cr hrs) and FCS 306-00H1 (3 cr hrs)	Special
Holmes, Stevie	Adjunct	NA	\$5,661.00	State	01/11/21-05/12/21	NA	PHS 102-00H2 (2 cr hrs), PHS 102-00H3 (1.33 cr hrs), PHS 102-00H4 (2 cr hrs), and PHS 102-00H5 (1.33 cr hrs)	Special
Irlmeier, Jordyn	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	MUS 158-00W0 (3 cr hrs)	Special
Jeffries, Curtis	Adjunct	NA	\$7,650.00	State	01/11/21-05/12/21	NA	MUS 164-0001 (3 cr hrs), MUS 164-0002 (3 cr hrs), and MUS 164-0003 (3 cr hrs)	Special
Jindra, Rhonda	Adjunct	NA	\$900.00	State	01/11/21-05/12/21	NA	Mentorship work performed with Community of Learning up to 36 hours at \$25/hr	Special
King, Melissa	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	MUS 156-00W0 (3 cr hrs)	Special

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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
King, Melissa	Adjunct	NA	\$1,972.00	State	01/11/21-05/12/21	NA	MUS 146-0001 (1 cr hr), MUS 118-0002 (0.66 cr hr), MUS 318-0001 (0.33 cr hr), and MUS 454-0008 (0.33 cr hr)	Special
Kleve, Nicholas	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	EDU 423-SS80 (3 cr hrs)	Special
Knust, Ashley	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	EDU 150-00W0 (3 cr hrs)	Special
Koch, Kiley	Adjunct	NA	\$2,550.00	State	11/30/2020-12/18/2020	NA	BUS 122-00W1 (3 cr hrs)	Special
Koch, Kiley	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	BUS 122-00W0 (3 cr hrs)	Special
Lafleur, Ross	Adjunct	NA	\$3,425.00	State	01/11/21-05/12/21	NA	EDU 627-SSLD (1.50 cr hrs), EDU 651-SSLD (1.50 cr hrs), South Sioux City #15 Community of Learning up to 35 hours at \$25/hr	Special
Laughlin, Michelle	Adjunct	NA	\$2,550.00	State	11/30/20-12/18/20	NA	BUS 396-00W0 (3 cr hrs)	Special
Laughlin, Michelle	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	CIS 477-00W1 (3 cr hrs)	Special
Layden, Scott	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	EDU 603-00W0 (3 cr hrs) and EDU 603-00W1 (3 cr hrs)	Special
Lenhard, Rodger	Adjunct	NA	\$1,122.00	State	08/17/20-12/02/20	NA	Revised: EDU 452 (0.66 cr hr) and EDU 456/SPD 460 (0.66 cr hr)	Special
Lenhard, Rodger	Adjunct	NA	\$1,972.00	State	01/04/21-05/12/21	NA	EDU 452 (1.32 cr hrs) and EDU 456 (1 cr hr)	Special
Lenihan, Joseph	Adjunct	NA	\$5,100.00	State	11/30/20-12/18/20	NA	PED 103-00W1 (3 cr hrs) and PED 103-00W2 (3 cr hrs)	Special

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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
Lenihan, Mark	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	EDU 659-00W0 (3 cr hrs) and EDU 659-00W1 (3 cr hrs)	Special
Liska, Stephanie	Adjunct	NA	\$7,650.00	State	01/11/21-05/12/21	NA	BUS 122-0002 (3 cr hrs), BUS 270-0001 (3 cr hrs), and BUS 270-0002 (3 cr hrs)	Special
Machacek, Darlene	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	MAT 121-0002 (3 cr hrs) and MAT 121-0003 (3 cr hrs)	Special
Mainelli, David	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	ENG 204-0001 (3 cr hrs)	Special
Martin, Barry	Adjunct	NA	\$2,822.00	State	08/17/20-12/02/20	NA	Revised: EDU 454/SPD 460 increase to .66 cr hr	Special
Martin, Barry	Adjunct	NA	\$4,369.00	State	01/04/21-05/12/21	NA	EDU 452 (0.66 cr hr), EDU 456 (2.50 cr hrs), and SPD 458 (1.98 cr hrs)	Special
McKeon, Mary	Adjunct	NA	\$1,122.00	State	01/04/21-05/12/21	NA	EDU 450 (0.66 cr hr) and EDU 452 (0.66 cr hr)	Special
Meyer, Blaine	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	PED 103-00W0/DCW1 (3 cr hrs)	Special
Meyer, Blaine	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	PED 275-0001 (3 cr hrs), and PED 287-0001 (3 cr hrs)	Special
Micek, Ashley	Adjunct	NA	\$3,425.00	State	01/11/21-05/12/21	NA	EDU 510-00LX (1.50 cr hrs), EDU 693-00LX (1.50 cr hrs), Grand Island #4 Community of Learning up to 35 hours at \$25/hr	Special
Miller, Audra	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	EDU 275-0004 (3 cr hrs)	Special

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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
Miller, Steven	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	BUS 408-00W0 (3 cr hrs) and BUS 408-00W1 (3 cr hrs)	Special
Milliken, Ann	Adjunct	NA	\$2,550.00	State	11/30/20-12/18/20	NA	EDU 150-00W0 (3 cr hrs)	Special
Mogensen, Carey	Adjunct	NA	\$850.00	State	01/11/21-05/12/21	NA	EDU 335-SS80 (1 cr hr)	Special
Montgomery, Kristopher	Adjunct	NA	\$4,000.00	State	01/11/21-05/12/21	NA	ITE 496-MC80 (3 cr hrs)	Special
Moore, Susan	Adjunct	NA	\$5,100.00	State	11/30/20-12/18/20	NA	SOC 110-00W3 (3 cr hrs) and SOC 110-00W4 (3 cr hrs)	Special
Moore, Susan	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	SOC 110-00W0 (3 cr hrs) and SOC 110-00W1 (3 cr hrs)	Special
Mutehart, Michael	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	BIO 220-00H0 (3 cr hrs)	Special
Nelsen, Chantelle	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	SPD 436-00H1 (3 cr hrs)	Special
Nelsen, Dustin	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	BUS 260-00W0 (3 cr hrs) and BUS 260-00W1 (3 cr hrs)	Special
Neuhalfen, Kristen	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	CSL 409/509-00W0 (3 cr hrs)	Special
Nuss, Angela	Graduate Assistant	NA	\$2,400.00	State	01/11/21-05/07/21	NA	Fitness Class Leader up to 96 hours at \$25/hr	Special
Nuss, Angela	Graduate Assistant	NA	\$850.00	State	01/13/21-02/10/21	NA	HSC 345-0080 (1 cr hr)	Special
Nuss, Angela	Graduate Assistant	NA	\$850.00	State	02/17/21-03/24/21	NA	HSC 345-0081 (1 cr hr)	Special
O'Grady, Ryan	Adjunct	NA	\$3,425.00	State	01/11/21-05/12/21	NA	EDU 627-00LB (1.50 cr hrs), EDU 651-00LB (1.50 cr hrs), Fremont #12 Community of Learning up to 35 hours at \$25/hr	Special

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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
Oehlerking, Mary Anne	Adjunct	NA	\$3,425.00	State	01/11/21-05/12/21	NA	EDU 627-SSLD (1.50 cr hrs), EDU 651-SSLD (1.50 cr hrs), South Sioux City #15 Community of Learning up to 35 hours at \$25/hr	Special
Olson, Jonathan	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	EDU 658-00W2 (3 cr hrs)	Special
Parker, Karen	Adjunct	NA	\$850.00	State	01/11/21-02/12/21	NA	CIS 231-0001 (1 cr hr)	Special
Parker, Karen	Adjunct	NA	\$850.00	State	01/12/21-02/11/21	NA	CIS 232-0001 (1 cr hr)	Special
Paul, Kimberly	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	EDU 250-00W0 (3 cr hrs)	Special
Pepin, Suzanne	Adjunct	NA	\$4,420.00	State	01/11/21-05/12/21	NA	MUS 214-00W0 (2.60 cr hrs) and MUS 214-00W1 (2.60 cr hrs)	Special
Plager, Tiffany	Adjunct	NA	\$3,275.00	State	08/17/20-12/31/20	NA	Revised: NENTA coordinator up to 131 hours at \$25/hr	Special
Plager, Tiffany	Adjunct	NA	\$2,775.00	State	01/11/21-05/12/21	NA	NENTA coordinator up to 111 hours at \$25/hr	Special
Plager, Tiffany	Adjunct	NA	\$1,700.00	State	01/11/21-05/12/21	NA	EDU 375-00H0 (1 cr hr) and EDU 375-00H1 (1 cr hr)	Special
Pofahl, Levi	Adjunct	NA	\$10,200.00	State	01/11/21-05/12/21	NA	PED 103-0001 (3 cr hrs), PED 103-0003 (3 cr hrs), PED 130-0001 (3 cr hrs), and PED 351-0001 (3 cr hrs)	Special
Polito, Jill	Adjunct	NA	\$1,122.00	State	01/04/21-05/12/21	NA	EDU 452 (0.66 cr hr) and EDU 452/SPD 458 (0.66 cr hr)	Special
Rahn, Kelli	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	EDU 318-SS80 (3 cr hrs)	Special

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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
Rasmussen, Annette	Adjunct	NA	\$2,125.00	State	01/04/21-05/12/21	NA	EDU 456 (2.50 cr hrs)	Special
Rief, Sharon	Adjunct	NA	\$1,275.00	State	01/04/21-05/12/21	NA	EDU 456 (1.50 cr hrs)	Special
Rotter-Hansen, Cyndi	Adjunct	NA	\$850.00	State	01/04/21-05/12/21	NA	EDU 456 (1 cr hr)	Special
Ruhl, Sylvia	Adjunct	NA	\$1,700.00	State	01/11/21-05/12/21	NA	EDU 310-00H0 (2 cr hrs)	Special
Salter, Cassandra	Adjunct	NA	\$7,650.00	State	01/11/21-05/12/21	NA	CJA 127-0001 (3 cr hrs), CJA 127-0002 (3 cr hrs), and CJA 127-0003 (3 cr hrs)	Special
Saltsgiver, Theresa	Adjunct	NA	\$2,686.00	State	01/04/21-05/12/21	NA	EDU 452 (2.50 cr hrs) and SPD 658/660 (0.66 cr hr)	Special
Schroeder, Catherine	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	CNA 451-0001 (3 cr hrs)	Special
Settje, Cindy	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	EDU 275-0082 (3 cr hrs)	Special
Short III, Donald	Adjunct	NA	\$1,776.00	State	01/11/21-05/12/21	NA	Advising College Center students up to a maximum of 111 hours at an hourly rate of \$16.00	Special
Short III, Donald	Adjunct	NA	\$7,650.00	State	01/11/21-05/12/21	NA	EDU 275-SS80 (3 cr hrs), EDU 320-SSH1 (3 cr hrs), and EDU 341-SS80 (3 cr hrs)	Special
Sievers, Lisa	Adjunct	NA	\$4,352.00	State	01/04/21-05/12/21	NA	EDU 450 (0.66 cr hr), EDU 452 (1.98 cr hrs), EDU 452/SPD 458 (1.98 cr hrs) and EDU 452/454 (0.50 cr hr)	Special
Smith, Robbie	Adjunct	NA	\$6,800.00	State	01/11/21-05/12/21	NA	ITE 330-0001 (4 cr hrs) and ITE 330-0002 (4 cr hrs)	Special

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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
Spears, Robin	Adjunct	NA	\$561.00	State	01/04/21-05/12/21	NA	EDU 452 (0.66 cr hr)	Special
Stark, Cameron	Adjunct	NA	\$7,650.00	State	01/11/21-05/12/21	NA	EDU 415/515-00W0 (3 cr hrs), EDU 416/516-00W0 (3 cr hrs), and EDU 417/517-00W0 (3 cr hrs)	Special
Stewart, Jacob	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	ENG 102-0007 (3 cr hrs)	Special
Stewart, Kyle	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	ITE 212-00W0 (3 cr hrs)	Special
Stogdill, Christopher	Adjunct	NA	\$2,775.00	State	01/11/21-05/12/21	NA	Advise Education Specialist program up to 111 hours at \$25/hr	Special
Stogdill, Christopher	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	EDU 611-00W0 (3 cr hrs)	Special
Tucker, Anne	Adjunct	NA	\$1,700.00	State	11/30/20-12/18/20	NA	EDU 457/557-00W2 (1 cr hr) and EDU 457-00W3 (1 cr hr)	Special
Tucker, Anne	Adjunct	NA	\$850.00	State	01/11/21-02/05/21	NA	EDU 457/557-00W2 (1 cr hr)	Special
Uhl, Steven	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	BUS 322-00W0 (3 cr hrs) and BUS 343-00W0 (3 cr hrs)	Special
Uhrich, Kendall	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	CNA 100-00W0 (3 cr hrs) and CNA 100-DCW1 (3 cr hrs)	Special
Ulrich, Michelle	Adjunct	NA	\$4,250.00	State	01/11/21-05/12/21	NA	EDU 320-00H0 (2 cr hrs) and EDU 423-00H0 (3 cr hrs)	Special
Varley, Kayla	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	SPD 254-00H0 (3 cr hrs)	Special
Vander Weil, Zoe	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	CNA 100-0007 (3 cr hrs)	Special
Von Glan, Leroy	Adjunct	NA	\$5,632.00	State	01/11/21-05/12/21	NA	Studio Arts Technician up to 352 hours at \$16/hr	Special

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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
Von Glan, Leroy	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	ART 251/451-0001 (3 cr hrs)	Special
Weber, Bradley	Adjunct	NA	\$1,275.00	State	01/04/21-05/12/21	NA	EDU 456 (1.50 cr hrs)	Special
Whitley, Megan	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	SPD 565-00W0 (3 cr hrs) and SPD 611-00W0 (3 cr hrs)	Special
Whitt, Joseph	Adjunct	NA	\$2,550.00	State	11/30/20-12/18/20	NA	CNA 210-00W1 (3 cr hrs)	Special
Whitt, Joseph	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	CNA 210-HNW0 (3 cr hrs)	Special
Wieser, Janet	Adjunct	NA	\$561.00	State	01/04/21-05/12/21	NA	EDU 452/SPD 458 (0.66 cr hr)	Special
Williams, Angelica	Adjunct	NA	\$7,650.00	State	01/11/21-05/12/21	NA	BUS 262-00W0 (3 cr hrs), BUS 262-00W1 (3 cr hrs), and BUS 651-00W0 (3 cr hrs)	Special
Wimer, Jayne	Adjunct	NA	\$561.00	State	01/04/21-05/12/21	NA	EDU 456 (0.66 cr hr)	Special
Winters, Johanna	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	ART 102-00W0 (3 cr hrs)	Special
Wriedt, Jeannine	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	MAT 105-0001 (3 cr hrs)	Special
Young, Mollie	Adjunct	NA	\$10,200.00	State	01/11/21-05/12/21	NA	CNA 101-00H0 (3 cr hrs), CNA 101-00H1 (3 cr hrs), CNA 101-HN01 (3 cr hrs), and CNA 447/547-0001 (3 cr hrs)	Special
Zavadil, Dennis	Adjunct	NA	\$5,100.00	State	01/11/21-05/12/21	NA	MAT 105-0002 (3 cr hrs) and MAT 110-0003 (3 cr hrs)	Special
Zimmerman, DeeAnn	Adjunct	NA	\$2,550.00	State	01/11/21-05/12/21	NA	BUS 471-00W0 (3 cr hrs)	Special

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REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
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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
Brown, Stephen	Assessment and Accreditation Coordinator	NA	\$50,000.00 Prorated \$21,032.00	State	01/29/21- 06/30/21	1.000	New Appointment, replaces Sydow	Special
Calhoun, Leslie	Financial Aid Counselor	NA	\$34,561.00	State	01/04/13- 11/10/20	NA	Resignation	NA
Calhoun, Leslie	Assistant Director- Financial Aid	NA	\$48,000.00 Prorated \$30,667.00	State	11/11/20- 06/30/21	1.000	New Appointment, replaces Oswald	Special
Clark, Kirk	Assistant Coach- Baseball	NA	\$6,345.98	State	07/31/20- 08/07/20	NA	2020 Camp Pay	NA
Coleman, Spe'shall	Assistant Director- Residence Life	NA	\$36,457.00 Prorated \$18,084.00	Revenue Bond	01/04/21- 06/30/21	1.000	New Appointment, replaces Jurasek	Special
Darnell, Kenneth Grant	Head Strength and Conditioning Coach	NA	\$2,550.00	State	01/11/21- 05/12/21	NA	PED 103-0005 (3 cr hrs)	Special
Davis, Roberto	Assistant Coach- Football	NA	\$3,428.77	State	07/18/20- 07/27/20	NA	2020 Camp Pay	NA
DePew, Kimberly	Assistant Coach- Volleyball	NA	\$3,655.98	State	07/10/20	NA	2020 Camp Pay	NA
Greene, Kyle	Assistant Director- Residence Life	NA	\$43,635.00	Revenue Bond	06/15/15- 01/21/21	NA	Resignation	NA
Griffith, Quincy	Assistant Coach- Football	NA	\$36,197.00 Prorated \$20,066.00	State	12/11/20- 06/30/21	1.000	New Appointment	Special
Halsey, Jayne	Licensed Student Counselor	NA	\$850.00	State	01/11/21- 03/05/21	NA	CSL 105-00W0 (1 cr hr)	Special
Hart, Britney	Financial Aid Specialist	NA	\$34,561.00	State	12/11/20- 06/30/21	1.000	Title Change	NA
Knight, Valerie	Librarian-Reference	NA	\$850.00	State	01/11/21- 05/12/21	NA	IDS 110-0001 (1 cr hr)	Special
Lechtenberg, Timothy	Assistant Director- Residence Life	NA	\$36,457.00 Prorated \$18,084.00	Revenue Bond	01/04/21- 06/30/21	1.000	New Appointment, replaces Filkins	Special
Loggins, Melanie	Academic Advisor	NA	\$1,700.00	State	11/30/20- 12/18/20	NA	IDS 196-0003 (2 cr hrs)	Special
Masters, Logan	Football Coordinator- Offensive	NA	\$6,871.97	State	07/18/20- 07/27/20	NA	2020 Camp Pay	NA
McLaughlin, Scott	Football Coordinator- Defensive	NA	\$3,435.73	State	07/18/20- 07/27/20	NA	2020 Camp Pay	NA

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REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
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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
McNaughton, Christopher	Assistant Coach-Soccer	NA	\$1,963.02	State	08/15/20	NA	2020 Camp Pay	NA
O'Connor, Kacie	Assistant Coach-Women's Basketball	NA	\$205.92	State	08/23/20	NA	2020 Camp Pay	NA
Stover, Nathan	Assistant Coach-Men's Basketball	NA	\$75.53	State	07/27/20-08/04/20	NA	2020 Camp Pay	NA
Trujillo, Eva	IT Technician	NA	\$42,053.00	State	09/11/20-01/15/21	NA	Resignation	NA
Waggoner, Tabetha	Licensed Student Counselor	NA	\$850.00	State	01/11/21-05/07/21	NA	Facilitate group counseling experience for graduate counseling students	NA
Waggoner, Tabetha	Licensed Student Counselor	NA	\$850.00	State	03/15/21-05/07/21	NA	CSL 105-00W1 (1 cr hr)	Special
Wynia, Jeremy	IT Analyst	NA	\$58,301.00 Prorated \$32,320.00	Revenue Bond	12/11/20-06/30/21	NA	Reclassification	NA

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
Anderson, J. Linda	Associate Director Athletics/ Internal Affairs	NA	\$70,000.00 Prorated \$44,723.00	State	11/11/20-06/30/21	1.000	Title Change	NA
Cleary, Joseph	Head Women's Soccer Coach	NA	\$53,037.00	State	08/11/15-12/22/20	NA	Resignation	NA
Graber, David	Director, Library	NA	\$2,550.00	State	01/11/21-05/12/21	NA	HIS 150-0001 (3 cr hrs)	Special
Janke, Kathy	Assistant Director-Admissions	NA	\$44,042.00 Prorated \$27,439.00	State	11/17/20-06/30/21	1.000	Title Change	NA
Kaminsky, Jeff	Head Men's Basketball Coach	NA	\$75.09	State	07/27/20-08/04/20	NA	2020 Camp Pay	NA
Keino, Leah	Director-Multicultural and International Programs	NA	\$63,103.00	State	07/01/13-01/04/21	NA	Resignation	NA

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REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR
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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
Kneifl, Scott	Head Volleyball & Beach Volleyball Coach	NA	\$1,958.57	State	07/10/20	NA	2020 Camp Pay	NA
Koch, Alex	Head Baseball Coach	NA	\$2,121.81	State	07/31/20-08/07/20	NA	2020 Camp Pay	NA
McCarthy, Anne	Associate Vice President for Academic Affairs	NA	\$95,000.00 Prorated \$43,354.00	State	01/18/21-06/30/21	1.000	New Appointment, replaces Loggins	Special
Pollari, Brent	Head Women's Basketball Coach	NA	\$127.58	State	08/23/20	NA	2020 Camp Pay	NA
Wenig, Kelly	Director Learning Center	NA	\$850.00	State	11/30/20-12/18/20	NA	IDS 196-0002 (1 cr hr)	Special

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
Belt, Randy	Maintenance Repair Worker III	NA	\$2,963.33/mo.	State	01/14/21-06/30/21	1.000	New Hire, replaces Rahn	Probationary
Kathol, Holly	Office Assistant II	NA	\$2,276.33/mo.	State	01/25/21-06/30/21	1.000	New Hire, replaces Kenny	Probationary
McLain, Charles	Facility Operations Assistant	NA	\$2,629.67/mo.	State	09/26/18-11/06/20	NA	Resignation	NA
Myers, Roger	Maintenance Repair Worker II	NA	\$2,443.83/mo.	State	12/04/20-06/30/21	1.000	New Hire, replaces Roland	Probationary
Rahn, Terry	Maintenance Repair Worker III	NA	\$3,488.08/mo.	State	10/04/04-01/04/21	NA	Retirement	NA
Rokes, John	Security Officer II	NA	\$2,500.00/mo.	Revenue Bond	12/10/20-06/30/21	1.000	New Hire, replace Mandeville	Probationary
Sharer, Michael	Custodian	NA	\$2,012.33/mo.	State	12/01/20-06/30/21	1.000	New Hire, replaces Schulz	Probationary
Smolek, Justin	Maintenance Repair Worker III	NA	\$2,498.42/mo.	Revenue Bond	01/29/20-01/04/21	NA	Resignation	NA
Trevett, Joyce	Office Assistant III	NA	\$3,823.42/mo.	State	03/02/92-06/30/21	NA	Retirement	NA

Attachment: WSC Personnel Report March 2021 (2861 : Reports of Personnel Actions)

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

**INFORMATION ONLY: Intercollegiate Athletics Report of Institutional Commitment
to NCAA Principles for Conduct**

The intercollegiate athletics report of institutional commitment to NCAA principles for conduct to enhance integrity in intercollegiate athletes is provided to the Board for information.

The National Collegiate Athletic Association (NCAA) Constitution 6.3.1 requires Division II member institutions to complete the NCAA Institutional Self-Study Guide (ISSG) to enhance integrity in intercollegiate athletics. The purposes of the ISSG are to:

1. Sensitize top administrators and key campus constituencies of NCAA Division II member institutions to major types of problems that commonly occur in intercollegiate athletics programs.
2. Identify specific areas in their own athletic programs that may represent potential problems and develop written plans for improvement for those areas, and
3. Guide institutions toward review of documentations to support selected areas of study and, as necessary, actions that might prevent or minimize the severity of identified problems.

In compliance with their respective institutional self-studies, Chadron State and Wayne State declare their commitment to the attached Principles for Conduct of Intercollegiate Athletics as specified for Division II member institutions in the NCAA Constitution, Article Two.

ATTACHMENTS:

- NCAA Institutional Commitment to Principles of Conduct (PDF)

CONSTITUTION, ARTICLE 2

Principles for Conduct of Intercollegiate Athletics

2.01	General Principle.....	3	2.9	The Principle of Amateurism	4
2.1	The Principle of Institutional Control and Responsibility	3	2.10	The Principle of Competitive Equity.....	5
2.2	The Principle of Student-Athlete Well-Being.....	3	2.11	The Principle Governing Recruiting	5
2.3	The Principle of Gender Equity.....	4	2.12	The Principle Governing Eligibility.....	5
2.4	The Principle of Sportsmanship and Ethical Conduct.....	4	2.13	The Principle Governing Financial Aid	5
2.5	The Principle of Sound Academic Standards.....	4	2.14	The Principle Governing Playing and Practice Seasons.....	5
2.6	The Principle of Nondiscrimination.....	4	2.15	The Principle Governing Postseason Competition and Contests Sponsored by Noncollegiate Organizations	5
2.7	The Principle of Diversity Within Governance Structures	4	2.16	The Principle Governing the Economy of Athletics Program Operation.....	5
2.8	The Principle of Rules Compliance	4			

2.01 General Principle. [*]

Legislation enacted by the Association governing the conduct of intercollegiate athletics shall be designed to advance one or more basic principles, including the following, to which the members are committed. In some instances, a delicate balance of these principles is necessary to help achieve the objectives of the Association.

2.1 The Principle of Institutional Control and Responsibility. [*]

2.1.1 Responsibility for Control. [*] It is the responsibility of each member institution to control its intercollegiate athletics program in compliance with the rules and regulations of the Association. The institution's president or chancellor is responsible for the administration of all aspects of the athletics program, including approval of the budget and audit of all expenditures. *(Revised: 10/3/05)*

2.1.2 Scope of Responsibility. [*] The institution's responsibility for the conduct of its intercollegiate athletics program includes responsibility for the actions of its staff members and for the actions of any other individual or organization engaged in activities promoting the athletics interests of the institution.

2.2 The Principle of Student-Athlete Well-Being. [*]

Intercollegiate athletics programs shall be conducted in a manner designed to protect and enhance the physical and educational well-being of student-athletes.

2.2.1 Overall Educational Experience. [*] It is the responsibility of each member institution to establish and maintain an environment in which a student-athlete's activities are conducted as an integral part of the student-athlete's educational experience. *(Adopted: 1/10/95)*

2.2.2 Cultural Diversity and Gender Equity. [*] It is the responsibility of each member institution to establish and maintain an environment that values cultural diversity and gender equity among its student-athletes and intercollegiate athletics department staff. *(Adopted: 1/10/95)*

2.2.3 Health and Safety. [*] It is the responsibility of each member institution to protect the health of and provide a safe environment for each of its participating student-athletes. *(Adopted: 1/10/95)*

2.2.4 Student-Athlete/Coach Relationship. [*] It is the responsibility of each member institution to establish and maintain an environment that fosters a positive relationship between the student-athlete and coach. *(Adopted: 1/10/95)*

2.2.5 Fairness, Openness and Honesty. [*] It is the responsibility of each member institution to ensure that coaches and administrators exhibit fairness, openness and honesty in their relationships with student-athletes. *(Adopted: 1/10/95)*

2.2.6 Student-Athlete Involvement. [*] It is the responsibility of each member institution to involve student-athletes in matters that affect their lives. *(Adopted: 1/10/95)*

2.3 The Principle of Gender Equity. [*]

2.3.1 Compliance With Federal and State Legislation. [*] It is the responsibility of each member institution to comply with federal and state laws regarding gender equity. *(Adopted: 1/11/94)*

2.3.2 NCAA Legislation. [*] The Association should not adopt legislation that would prevent member institutions from complying with applicable gender-equity laws, and should adopt legislation to enhance member institutions' compliance with applicable gender-equity laws. *(Adopted: 1/11/94)*

2.3.3 Gender Bias. [*] The activities of the Association should be conducted in a manner free of gender bias. *(Adopted: 1/11/94)*

2.4 The Principle of Sportsmanship and Ethical Conduct. [*]

For intercollegiate athletics to promote the character development of participants, to enhance the integrity of higher education and to promote civility in society, student-athletes, coaches, and all others associated with these athletics programs and events should adhere to such fundamental values as respect, fairness, civility, honesty and responsibility. These values should be manifest not only in athletics participation but also in the broad spectrum of activities affecting the athletics program. It is the responsibility of each institution to: *(Revised: 1/9/96)*

- (a) Establish policies for sportsmanship and ethical conduct in intercollegiate athletics consistent with the educational mission and goals of the institution; and *(Adopted: 1/9/96)*
- (b) Educate, on a continuing basis, all constituencies about the policies in Constitution 2.4-(a). *(Adopted: 1/9/96)*

2.5 The Principle of Sound Academic Standards. [*]

Intercollegiate athletics programs shall be maintained as a vital component of the educational program, and student-athletes shall be an integral part of the student body. The admission, academic standing and academic progress of student-athletes shall be consistent with the policies and standards adopted by the institution for the student body in general.

2.6 The Principle of Nondiscrimination. [*]

The Association shall promote an atmosphere of respect for and sensitivity to the dignity of every person. It is the policy of the Association to refrain from discrimination with respect to its governance policies, educational programs, activities and employment policies, including on the basis of age, color, disability, gender, national origin, race, religion, creed or sexual orientation. It is the responsibility of each member institution to determine independently its own policy regarding nondiscrimination. *(Adopted: 1/16/93, Revised: 1/11/00)*

2.7 The Principle of Diversity Within Governance Structures. [*]

The Association shall promote diversity of representation within its various divisional governance structures and substructures. Each divisional governing body must assure gender and ethnic diversity among the membership of the bodies in the division's administrative structure. *(Adopted: 1/9/96 effective 8/1/97)*

2.8 The Principle of Rules Compliance.

2.8.1 Responsibility of Institution. [*] Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

2.8.2 Responsibility of Association. [*] The Association shall assist the institution in its efforts to achieve full compliance with all rules and regulations and shall afford the institution, its staff and student-athletes fair procedures in the consideration of an identified or alleged failure in compliance.

2.8.3 Penalty for Noncompliance. [*] An institution found to have violated the Association's rules shall be subject to such disciplinary and corrective actions as may be determined by the Association.

2.9 The Principle of Amateurism. [*]

Student-athletes shall be amateurs in an intercollegiate sport, and their participation should be motivated primarily by education and by the physical, mental and social benefits to be derived. Student participation in intercollegiate athletics is an avocation, and student-athletes should be protected from exploitation by professional and commercial enterprises.

2.10 The Principle of Competitive Equity. [*]

The structure and programs of the Association and the activities of its members shall promote opportunity for equity in competition to assure that individual student-athletes and institutions will not be prevented unfairly from achieving the benefits inherent in participation in intercollegiate athletics.

2.11 The Principle Governing Recruiting. [*]

The recruiting process involves a balancing of the interests of prospective student-athletes, their educational institutions and the Association's member institutions. Recruiting regulations shall be designed to promote equity among member institutions in their recruiting of prospective student-athletes and to shield them from undue pressures that may interfere with the scholastic or athletics interests of the prospective student-athletes or their educational institutions.

2.12 The Principle Governing Eligibility. [*]

Eligibility requirements shall be designed to assure proper emphasis on educational objectives, to promote competitive equity among institutions and to prevent exploitation of student-athletes.

2.13 The Principle Governing Financial Aid. [*]

A student-athlete may receive athletically related financial aid administered by the institution without violating the principle of amateurism, provided the amount does not exceed the cost of education authorized by the Association; however, such aid as defined by the Association shall not exceed the cost of attendance as published by each institution. Any other financial assistance, except that received from one upon whom the student-athlete is naturally or legally dependent, shall be prohibited unless specifically authorized by the Association. *(Revised: 1/9/96)*

2.14 The Principle Governing Playing and Practice Seasons. [*]

The time required of student-athletes for participation in intercollegiate athletics shall be regulated to minimize interference with their opportunities for acquiring a quality education in a manner consistent with that afforded the general student body.

2.15 The Principle Governing Postseason Competition and Contests Sponsored by Noncollegiate Organizations. [*]

The conditions under which postseason competition occurs shall be controlled to assure that the benefits inherent in such competition flow fairly to all participants, to prevent unjustified intrusion on the time student-athletes devote to their academic programs, and to protect student-athletes from exploitation by professional and commercial enterprises.

2.16 The Principle Governing the Economy of Athletics Program Operation. [*]

Intercollegiate athletics programs shall be administered in keeping with prudent management and fiscal practices to assure the financial stability necessary for providing student-athletes with adequate opportunities for athletics competition as an integral part of a quality educational experience.

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: **Matrix Discussion for Revisions to Board Policy 7010; Purchases; Bids; Public Lettings, Board Policy 7015; Contracts; Limitations, Exemptions, Board Policy 8064; Capital Construction and Information Technology (IT); Bids, Board Policy 8065; Capital Construction; Contracts; Approvals, and Board Policy 8066; Capital Construction; Contracts; Professional Consulting Services and Deletion of Board Policy 7016; Contracts; Consulting Services, Board Policy 8067; Capital Construction; Contracts; Works of Art and Board Policy 8068; Capital Construction; Contracts; Forms, Payments**

A team of leadership and staff from the System Office and the three State Colleges are undertaking a project to update and revise seven (7) Board policies that address procurement and contracts. The goal is to simplify and clarify the policies to increase efficiency, and to reduce the potential for confusion and errors that can lead to auditor findings. Also, a number of thresholds for bidding and contract approval are overdue for adjustments.

For information and discussion, the attached draft summary-matrix dated January 21, 2021, provides a high-level explanation of the proposed revisions separated into Tier 1 (Large Substantive), Tier 2 (Medium Substantive) and Tier 3 (Small Substantive) changes. Based on Board input, the team will go forward with drafting and finalizing the actual policy revisions for approval at a future Board meeting.

ATTACHMENTS:

- **Contracts-Procurement Policies Revisions Summary (PDF)**

NSCS Contracts-Purchasing Policies Proposed Revisions Summary (Draft)

Original Draft Date: January 21, 2021

Revised Date:

Rec. Item	Policy No.	Recommended Proposed Revisions - Summary	Reference to Issues Summary No.
Tier 1 – Large Substantive Proposed Revisions:			
<i>Highlight indicates same thresholds recommended in 1-12-2021 documents.</i>			
A	7010	For 7010 (General supplies/services) purchases, raise open solicitation limit to \$25,000 to be consistent with state law for other agencies, and raise the threshold for Formal Bidding to \$75,000 .	No. 4
B	8064	For 8064 (Construction, IT & FFE...) purchases, raise open solicitation limit to \$50,000 and raise the Formal Bidding threshold to \$150,000 .	No. 13
C	7015 & 8065	Except for Exempt contracts & partnerships/study abroad, all consulting and RB auditor contracts, and change orders require Board approval threshold at \$150,000/year , and construction/other contracts at \$300,000/year . Report to Board at \$100K for contracts; \$50K for change orders.	Nos. 15, 25, 25.1
D	7010, 7015, 8064 to 8068	Create a new contracts guidance publication separate from the policies. Remove all contracts guidance from policies and place in new guidance publication, which will include...purchase orders, when a contract is required, sections for construction/IT including AIA forms, online agreements, Short Form/Long Form, specific required provisions, and resident disabled veteran business notification on bid forms.	Nos. 3, 9.1a, 9.1d, 9.2, 10, 12, 17.2a-c, 18, 19, 24
E	7015, 7016, 8065 & 8067/68	Merge policies 8067 and 8068 into 8065 . All three pertain to construction/IT contracts. Also merge 7016 Consulting Contracts (does not include A/E & IT consulting) into 7015 . Both pertain to Board approvals of contracts.	Nos. 20, 23, 25, 25.1

Attachment: Contracts-Procurement Policies Revisions Summary (2898) : Matrix for Policies Revised

Rec. Item	Policy No.	Recommended Proposed Revisions - Summary	Reference to Issues Summary No.
		<u>Tier 2 – Medium Substantive Proposed Revisions:</u>	
F	7010 & 8064	Additional Exceptions to the bidding process: all fuels/wood chips, lodging, airfare, used items, library acquisitions, medical clinic & nursing services, game guarantee agreements, and institutional IT products & services collaborations.	Nos. 1, 6, 7, 9.3, 13.3
G	7015	Revise/clarify Exempt contracts: #8 add admissions/recruitment contracts , #9 add vehicles , #10 add ALL equipment , and #11 add wood chips.	Nos. 8, 17, 17.2e
H	7010 & 8064	Incorporate Pilot project systems expansion as an addition to existing systems in the sole source criteria.	Nos. 9, 13.2
I	8064	Revise "less than 3 bids" to mirror 7010: no Vice Chancellor approval if bid advertising documented. Also clarify that vehicles are equipment and subject to 8064 purchasing provisions (not 7010).	No. 11
J	8066	Add IT consulting provisions into 8066 , and add Pilot project as consulting services. Revise selection committee membership to eliminate licensed A/E and SBD representative. Eliminate requirement for FFA committee to take selection recommendation to Board (not current practice).	Nos. 13.2, 27, 29, 30
K	8067	In 1% for Art, section 3 , revise for Arts Council guidance (no DAS notification), and eliminate FFA committee taking recommendation to Board prior to Board action (not current practice).	No. 22
		Continued on Page 3	

Attachment: Contracts-Procurement Policies Revisions Summary (2898 : Matrix for Policies Revised

Rec. Item	Policy No.	Recommended Proposed Revisions - Summary	Reference to Issues Summary No.
		<u>Tier 3 – Small Substantive Proposed Revisions:</u>	
L	8064	Clarify that Formal Bidding advertising has different requirements for Construction versus IT/equipment/other items in 8064.	No. 9.1c
M	7010 & 8064	Move " consult with CIO " provision in 8064 to front of the policy, and duplicate in 7010 . Clarify that vehicles and ALL equipment are governed by 8064 , and that admissions/recruitment is under 7010 .	Nos. 5, 8, 9.1a, 9.4
N	7015	Clarify the " contracts exploring the potential for future substantive contracts " language.	No. 17.2d
O	8065	Explicitly include IT contracting in revising 8065.	No. 18
P	ALL	<u>Clean-Up & Correction Revisions:</u> All other recommended revisions are considered to be clean-up, or corrective in nature.	Nos. 2, 13.1, 14, 16, 17.1, 17.3, 21, 24.1, 26, 28

NOTES:

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: 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. For the Capital Construction Quarterly Reports for the period ending December 31, 2020, the following highlights are provided to the Board.

- At Chadron State College, the Math Science Addition & Renovation project is progressing with demolition completed, footings coming out of the ground for the north wing addition, and interior walls starting to be framed. With regard to the Stadium Complex project, the Phase II Track Facility still requires fencing and landscaping to be completed this spring and summer.
- At Peru State College, the Delzell Renovation project has been kept open for the 309 Task Force funded Campus ADA Accessibility Improvements project, because Delzell site ADA improvements which were contracted at the same time as the 309 Task Force project, are wrapping up. Ribbon cutting for the ADA project will occur on April 21, 2021. The Theatre project (Performing Arts Center) is very near final completion and close-out, as the contractor has received final payment.
- At Wayne State College, the Benthack Hall Renovation project is progressing well with most interior walls constructed, and the north facade face-lift (masonry openings for larger windows) is well underway. The Kirk Gardner Indoor Athletic Complex (formerly the Natatorium) has been in use for student athletes since September of 2020, and only a few warranty items remain. The Press Box Replacement project is very near final completion and close-out.

In total, seven interim reports from the three Colleges are provided in the attachments to include the following:

Chadron

1. Math Science Addition & Renovation - Interim report
2. Stadium Facility - Interim report

Peru

1. Delzell Renovation - Interim report
2. Theater Renovation - Interim report

Wayne

1. Benthack Hall Renovation - Interim report
2. Indoor Athletic Complex Renovations - Interim report
3. Press Box Replacement - Interim report

ATTACHMENTS:

- CSC Capital Construction Quarterly Report - MSAR (PDF)
- CSC Capital Construction Quarterly Report - Stadium Track (PDF)
- PSC Capital Construction Quarterly Report - Delzell (PDF)
- PSC Capital Construction Quarterly Report - Theatre (PDF)
- WSC Capital Construction Quarterly Report-Benthack (PDF)
- WSC Capital Construction Quarterly Report-Indoor Athletic Complex (PDF)
- WSC Capital Construction Quarterly Report-Press Box (PDF)

CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT
AS OF December 31, 2020

College: Chadron State College		Meeting Date: March 16, 2021	
Project Information	Project Title:	Math Science Addition & Renovation	
	Program Number:	931	
	Professional Consultant:	BVH Architecture	
	General Contractor:	AP Midwest d.b.a. Adolfsen & Peterson Construction	
	Net Square Footage: 44,617	Gross Square Footage: 70,136 (per Design Development)	
	Bid Opening Date	8/7/19	
	Notice of Proceed Date		
Estimated Completion Date	2/28/22		
Final Acceptance Date			
Project Dates	Professional Consultants:		
	Needs Statement	N/A	
	Program Statement	1/3/14	
	Professional Services Contract	7/1/19	
	Bonds Sold	4/30/20	
	Preliminary Plans		
	Design Development	6/16/20	
	Construction Contract	9/18/19	
	Substantial Completion		
Final Completion			
Report Information	Status	Initial Report: 4/23/2020	
		Interim Report: X	
		Final Report:	
Financial Information			
State Buildings	State Funds--LB No:	\$26,788,273.00	
	Federal Funds		
	LB 309 Funds	\$1,270,000.00	
	Cash Funds	\$1,000,000.00	
	Capital Imp. Fee Commitment	\$400,000.00	
	Other	\$2,600,000.00 (private funds)	
	Total Available	\$32,058,273.00	
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	
Expenditure Information	Proposed Budget	Expended to Date	Balance
Program Planning			\$0.00
Professional Fees	\$2,030,365.00	\$1,352,187.71	\$678,177.29
Life Cycle Cost Analysis			\$0.00
Construction	\$25,011,003.00	\$1,322,384.74	\$23,688,618.26
1. General, Mech., Elec.			\$0.00
2. Fixed Equipment			\$0.00
3. Sitework/Utilities			\$0.00
Moveable Equip./Furnishings	\$921,360.00		\$921,360.00
Special/Technical Equipment	\$1,000,000.00		\$1,000,000.00
Contingency	\$947,694.00		\$947,694.00
Artwork	\$217,000.00		\$217,000.00
Other Items			
1. Haz Mat Abatement	\$435,000.00	\$400,669.20	\$34,330.80
2. Relocation/Moving	\$215,000.00	\$100,771.00	\$114,229.00
3. Bond Payment FY21	\$1,030,851.00	\$557,501.00	\$473,350.00
4. Test/Survey/GeoTech	\$100,000.00		\$100,000.00
5. Replace Parking Lot	\$150,000.00		\$150,000.00
			\$0.00
			\$0.00
TOTALS	\$32,058,273.00	\$3,733,513.65	\$28,324,759.35

This report is prepared on a cash basis.

CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT
as of December 31, 2020

Chadron State College		Meeting Date: March 16, 2021		
Project Information	Project Title:	Stadium Facility		
	Program Number:	906		
	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				
Project Dates	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 Phase II	8/23/18 9/9/2020		
Final Completion				
Report Information	Status	Initial Report:	3/24/2017	
		Interim Report: X		
		Final Report:		
Financial Information				
State Buildings	State Funds--LB No: 957	\$6,436,911.00		
	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	\$1,385,340.44		
	Total Available	\$10,472,251.44		
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		
Expenditure Information	Proposed Budget	Expended to Date	Balance	
	Program Planning		\$0.00	
	Professional Fees	\$941,156.04	\$941,156.04	\$0.00
	Life Cycle Cost Analysis			\$0.00
	Construction			
	1. General, Mech., Elec.	\$9,411,560.40	\$9,411,560.40	\$0.00
	2. Fixed Equipment			\$0.00
	3. Sitework/Utilities	\$33,000.00	\$33,878.05	-\$878.05
	Furnishings/Moveable Equip.			\$0.00
	Contingency	\$61,609.00		\$61,609.00
	Artwork	\$24,926.00		\$24,926.00
	Other Items			
	1.			\$0.00
	2.			\$0.00
	Change Orders			
	1.			\$0.00
	2.			\$0.00
	TOTALS	\$10,472,251.44	\$10,386,594.49	\$85,656.95

This report is prepared on a cash basis.

Attachment: CSC Capital Construction Quarterly Report - Stadium Track (2881 : Capital Construction Quarterly Reports)

CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT
as of December 31, 2020

College: Peru State College		Meeting Date: March 16, 2021		
Project Information	Project Title:	Delzell Renovation		
	Program Number:	829		
	Professional Consultant:	Jackson & Jackson		
	General Contractor:	F&B Constructors, 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				
Project Dates	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				
Report Information	Status	Initial Report:		
		Interim Report: X		
		Final Report:		
Financial Information				
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		
Expenditure Information				
	Proposed Budget	Expended to Date	Balance	
Program Planning				
Professional Fees	\$782,766	\$766,583	\$16,183	
Life Cycle Cost Analysis				
Construction	\$6,839,168	\$6,839,968	(\$800)	
1. General, Mech., Elec.				
2. Fixed Equipment				
3. Sitework/Utilities	\$607,321	\$607,321	\$0	
4. ADA	\$0	\$9,945	-\$9,945	
Furnishings/Moveable Equip.	\$200,000	\$200,000	\$0	
Contingency	\$153,846	\$86,042	\$67,804	
Artwork				
Other Items				
1. Construction Administration	\$226,150	\$216,334	\$9,816	
2. Relocation Costs				
Change Orders				
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	
TOTALS	\$8,930,407	\$8,847,349	\$83,059	

CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT
as of December 31, 2020

College: Peru State College		Meeting Date: March 16, 2021	
Project Information	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			
Project Dates	Professional Consultants:		
	Needs Statement		
	Program Statement	11/13/2015	
	Professional Services Contract	6/28/2016	
	Bonds Sold		
	Preliminary Plans	9/9/2016	
	Design Development	3/1/2017	
Construction Contract	11/12/2018		
Substantial Completion			
Final Completion			
Report Information	Status	Initial Report:	
		Interim Report: X Final Report:	
Financial Information			
State Buildings	State Funds--LB No: 957	\$6,138,234.00	
	Federal Funds		
	LB 691 Funds		
	LB 309 Funds	\$560,000.00	
	Cash Funds	\$200,000.00	
	Capital Imp. Fee Commitment	\$100,000.00	
	Other	\$600,000.00	
	Total Available	\$7,598,234.00	
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		
Expenditure Information			
	Proposed Budget	Expended to Date	Balance
Program Planning			
Professional Fees	\$ 659,497	629,191	\$30,306
Life Cycle Cost Analysis			
Construction	\$ 5,542,397	\$5,542,397	\$0
1. General, Mech., Elec.			
2. Fixed Equipment			
3. Sitework/Utilities	\$ 144,319	144,319	\$0
Furnishings/Moveable Equip.	\$ 340,079	308,300	\$31,779
Contingency	\$ 624,815	148,609	\$476,206
1% Artwork	\$ 25,122	25,122	\$0
Other Items			
1. Construction Administration	\$ 36,184	34,692	\$1,492
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
5	\$ 47,114	47,114	\$0
6	\$ 32,236	32,236	\$0
7	\$ 28,737	28,737	\$0
TOTALS	\$7,626,971	7,087,187	\$539,784

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT
AS OF DECEMBER 31, 2020**

College: Wayne State College		Meeting Date: March 17, 2021		
Project Information	Project Title:	Benthack Hall Renovation		
	Program Number:	905		
	Professional Consultant:	BVH Architects/Leo A Daly		
	General Contractor:	Hausmann Construction Inc.		
	Net Square Footage:	Gross Square Footage: 43,502		
	Bid Opening Date	N/A		
	Notice of Proceed Date			
	Estimated Completion Date	July 2021		
Final Acceptance Date				
Project Dates	Professional Consultants:	Leo A Daly		
	Needs Statement	N/A		
	Program Statement	11/13/15; Revised September 2016		
	Professional Services Contract	10/28/19		
	Bonds Sold	N/A		
	Preliminary Plans			
	Design Development	4/23/2020		
	Construction Contract	11/20/2019; GMP-7/20/2020		
	Substantial Completion			
Final Completion				
Report Information	Status	Initial Report:		
		Interim Report:	X	
		Final Report:		
Financial Information				
State Buildings	State Funds--LB No:	\$0.00		
	Federal Funds	\$0.00		
	LB 309 Funds	\$2,875,000.00		
	Cash Funds	\$5,125,000.00		
	Capital Imp. Fee Commitment	\$0.00		
	Other-Foundation	\$1,000,000.00		
	Total Available	\$9,000,000.00		
Revenue Bond Buildings	Bonds Sold	N/A		
	Costs of Issuance/Reserves	N/A		
	Balances of Proceeds	N/A		
Revenue Sources for Construction	1. Bond Proceeds	N/A		
	2. Interest Earnings	N/A		
	3. Other	N/A		
	Total Available	\$0.00		
Expenditure Information	Proposed Budget	Expended to Date	Balance	
	Program Planning		\$0.00	
	Professional Fees	\$575,650.00	\$494,477.69	\$81,172.31
	Life Cycle Cost Analysis			\$0.00
	Construction			
	1. General, Mech., Elec.	\$7,664,578.00	\$2,471,547.75	\$5,193,030.25
	2. Fixed Equipment	\$0.00		\$0.00
	3. Sitework/Utilities	\$0.00		\$0.00
	Furnishings/Moveable Equip.	\$300,000.00	\$0.00	\$300,000.00
	Contingency	\$261,047.22		\$261,047.22
	Artwork	\$0.00		\$0.00
	Other Items			
	1. Advertising/Printing/Storage/Misc	\$41,270.28	\$11,170.28	\$30,100.00
	2. Abatement	\$53,895.00	\$53,895.00	\$0.00
	3. Data/Tele Cabling/Tech	\$225,430.00	\$0.00	\$225,430.00
	4. Surveying/Testing/Sp Insp.	\$19,873.50	\$15,903.00	\$3,970.50
	Change Orders			
	1.	-\$170,394.00	-\$170,394.00	\$0.00
	2.	-\$14,197.00	-\$14,197.00	\$0.00
	3.	\$42,847.00	\$42,847.00	\$0.00
	TOTALS	\$9,000,000.00	\$2,905,249.72	\$6,094,750.28

This report is prepared on a cash basis.

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT
AS OF DECEMBER 31, 2020**

College: Wayne State College		Meeting Date: March 17, 2021	
Project Information	Project Title:	Indoor Athletic Complex (formerly Natatorium) Renovations	
	Program Number:	954	
	Professional Consultant:	Jackson - Jackson & Associates	
	General Contractor:	OCC Builders	
	Net Square Footage:		
	Bid Opening Date	12/29/19	
	Notice of Proceed Date		
Estimated Completion Date	8/1/20		
Final Acceptance Date			
Project Dates	Professional Consultants:	Jackson - Jackson & Associates	
	Needs Statement		
	Program Statement		
	Professional Services Contract	8/29/19	
	Bonds Sold		
	Preliminary Plans		
	Design Development		
	Construction Contract	12/20/19	
Substantial Completion	9/16/20		
Final Completion			
Report Information	Status	Initial Report:	
		Interim Report:	X
		Final Report:	
Financial Information			
State Buildings	State Funds--LB No:	\$0.00	
	Federal Funds	\$0.00	
	LB 309 Funds	\$0.00	
	Capital Imp. Fee Commitment	\$0.00	
	Other-Foundation	\$0.00	
	Total Available	\$0.00	
Revenue Bond Buildings	Bonds Sold	N/A	
	Costs of Issuance/Reserves	N/A	
	Balances of Proceeds	N/A	
	Sports Facility Cash Funds	\$275,000.00	
	Revenue Bond Funds	\$14,964.60	
	Contingency Maintenance	\$420,000.00	
	Other-Foundation	\$650,000.00	
	Total Available	\$1,359,964.60	
Revenue Sources for Construction	1. Bond Proceeds	N/A	
	2. Interest Earnings	N/A	
	3. Other	N/A	
	Total Available	\$0.00	
Expenditure Information	Proposed Budget	Expended to Date	Balance
Program Planning			\$0.00
Professional Fees	\$93,212.50	\$92,082.38	\$1,130.12
Life Cycle Cost Analysis			\$0.00
Construction			
1. General, Mech., Elec.	\$1,224,030.00	\$1,099,877.20	\$124,152.80
2. Fixed Equipment	\$9,778.65	\$9,778.65	\$0.00
3. Sitework/Utilities	\$0.00		\$0.00
Furnishings/Moveable Equip.	\$10,660.90	\$10,472.08	\$188.82
Contingency	\$0.00		\$0.00
Artwork	\$0.00		\$0.00
Other Items			
1. Advertising/Printing	\$3,886.55	\$3,886.55	\$0.00
2. Abatement	\$898.00	\$898.00	\$0.00
3. Data/Tele Cabling			\$0.00
4. Surveying/Testing/Sp Insp.			\$0.00
Change Orders			
1.	\$12,910.00	\$12,910.00	\$0.00
2.	\$4,588.00	\$4,588.00	\$0.00
TOTALS	\$1,359,964.60	\$1,234,492.86	\$125,471.74

This report is prepared on a cash basis.

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT
AS OF DECEMBER 31, 2020**

College: Wayne State College		Meeting Date: March 17, 2021	
Project Information	Project Title:	Press Box Replacement	
	Program Number:	955	
	Professional Consultant:	Jackson Jackson & Assoc.	
	General Contractor:	Rogge 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	8/24/18	
Estimated Completion Date	8/24/18		
Final Acceptance Date			
Project Dates	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			
Report Information	Status	Initial Report:	
		Interim Report:	X
		Final Report:	
Financial Information			
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	
Expenditure Information	Proposed Budget	Expended to Date	Balance
Program Planning	\$12,987.73	\$12,987.73	\$0.00
Professional Fees	\$228,150.49	\$228,150.49	\$0.00
Life Cycle Cost Analysis			\$0.00
Construction			
1. General, Mech., Elec.	\$3,860,578.08	\$3,853,683.87	\$6,894.21
2. Fixed Equipment			\$0.00
3. Sitework/Utilities	\$4,542.69	\$4,542.69	\$0.00
Furnishings/Moveable Equip.	\$125,463.52	\$118,587.70	\$6,875.82
Contingency	\$8.30		\$8.30
Artwork	\$0.00	\$0.00	\$0.00
Other Items			
1. Advertising/Printing	\$8,933.17	\$8,933.17	\$0.00
2. Testing/Spec Inspections	\$16,847.00	\$16,847.00	\$0.00
3. Data/Tele. Cabling/IT	\$78,221.06	\$78,221.06	\$0.00
Change Orders			
1.	-\$404,542.00	-\$404,542.00	\$0.00
2.	\$576.00	\$576.00	\$0.00
3.	\$218.33	\$218.33	\$0.00
TOTALS	\$3,931,984.37	\$3,918,206.04	\$13,778.33

This report is prepared on a cash basis.

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: Contingency Maintenance Progress Reports

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 December 31, 2020

Date Prepared: March 16, 2021

Resolution Date and Project Description	Approved Amount	Current Expenditures	Reallocations	Balance	Status
Resolution Date: 3/24/2017					
Projects:					
Andrews Hall Elevator Upgrade	\$35,000.00	\$14,439.93	-\$20,560.07	\$0.00	Complete
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	\$111,426.00	\$17,426.00	\$0.00	Complete
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	\$66,276.63	\$64,857.71	\$49,581.08	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
Resolution Total	\$1,000,000.00	\$1,125,753.47	\$175,334.55	\$49,581.08	
Resolution Date: 4/20/2018					
Projects:					
Andrews Hall Elevator Upgrade	\$130,000.00	\$252,711.18	\$122,711.18	\$0.00	Complete
Critews Hall ADA Ramp	\$80,000.00	\$80,000.00	\$0.00	\$0.00	Complete
Mechanical Room Infrastructure Upgrades	\$50,000.00	\$91,865.02	\$41,865.02	\$0.00	Complete
Revenue Bond Bldgs Asbestos Abatement	\$35,000.00	\$2,931.37	-\$12,068.63	\$20,000.00	Open
Revenue Bond Bldgs Door/Cabinet Repair/Replacement	\$45,000.00	\$350.33	-\$28,609.28	\$16,040.39	Open
Revenue Bond Bldgs Building Envelope Repair	\$45,000.00	\$91.08	-\$44,908.92	\$0.00	Complete
Revenue Bond Bldgs Furnishings	\$60,000.00	\$60,000.00	\$0.00	\$0.00	Complete
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	-\$4,979.82	\$0.00	Complete
Student Center Specialty Equipment	\$30,000.00	\$30,000.00	\$0.00	\$0.00	Complete
Resolution Total	\$650,000.00	\$637,969.16	\$74,009.55	\$86,040.39	
Resolution Date: 3/21/2019					
Projects:					
Andrews Hall Lighting Retrofit	\$10,000.00	\$2,812.00	\$0.00	\$7,188.00	Open
Crites Hall ADA Ramp	\$40,000.00	\$49,900.00	\$9,900.00	\$0.00	Complete
Eagle Ridge Drainage System	\$10,000.00	\$5,056.80	\$0.00	\$4,943.20	Open
High Rise Mechanical Room/Infrastructure Upgrade	\$150,000.00	\$14,583.98	\$0.00	\$135,416.02	Open
High Rise Plumbing Upgrade	\$300,000.00	\$184,066.73	-\$115,933.27	\$0.00	Complete
Revenue Bond Bldgs Asbestos Abatement	\$25,000.00	\$0.00	\$0.00	\$25,000.00	Open
Revenue Bond Bldgs Entrance Upgrades	\$40,000.00	\$33,324.85	\$0.00	\$6,675.15	Open
Revenue Bond Bldgs Envelope Repair	\$20,000.00	\$2,331.90	\$0.00	\$17,668.10	Open
Revenue Bond Bldgs Furnishings	\$50,000.00	\$54,908.92	\$4,908.92	\$0.00	Complete
Revenue Bond Bldgs Mechanical Room/Infrastructure Upgrade	\$50,000.00	\$50,000.00	\$0.00	\$0.00	Complete
Student Center Flooring	\$20,000.00	\$0.00	\$0.00	\$20,000.00	Open
Student Center Lighting Retrofit	\$15,000.00	\$0.00	\$4,979.82	\$19,979.82	Open
Student Center Specialty Equipment	\$20,000.00	\$64,016.88	\$44,016.88	\$0.00	Complete
Resolution Total	\$750,000.00	\$461,002.06	-\$52,127.65	\$236,870.29	
Resolution Date: 1/14/2020					
Projects:					
Andrews Hall Corridor Improvements	\$145,000.00			\$145,000.00	Open
Andrews Hall Elevator Upgrade	\$125,000.00	\$33,784.99		\$91,215.01	Open
Andrews Hall Lighting Retrofit	\$50,000.00			\$50,000.00	Open
Crites Hall Elevator Upgrade	\$10,000.00			\$10,000.00	Open
Eagle Ridge Drainage Repairs	\$10,000.00			\$10,000.00	Open
High Rise Mechanical Room Upgrades	\$20,000.00			\$20,000.00	Open
Kent Hall Elevator Upgrade	\$10,000.00			\$10,000.00	Open
Kent Hall Lighting Retrofit	\$10,000.00			\$10,000.00	Open
Residence Halls Asbestos Abatement	\$25,000.00			\$25,000.00	Open
Residence Halls Bathroom Improvements	\$25,000.00	\$7,800.00		\$17,200.00	Open
Residence Halls Campus Network Infrastructure Upgrades/Support	\$20,000.00			\$20,000.00	Open
Residence Halls Door/Cabinet Repair/Replacement	\$25,000.00			\$25,000.00	Open
Residence Halls Entrance Repair	\$25,000.00			\$25,000.00	Open
Residence Hall Envelope Repair	\$20,000.00			\$20,000.00	Open
Residence Halls Flooring	\$25,000.00			\$25,000.00	Open
Residence Halls Furnishings	\$50,000.00	\$42,493.82		\$7,506.18	Open
Residence Halls Mechanical Room/Infrastructure Upgrades	\$25,000.00	\$23,496.48	\$25,000.00	\$26,503.52	Open
Residence Halls Room Updates	\$25,000.00			\$25,000.00	Open
Student Center Equipment	\$30,000.00	\$9,603.14		\$20,396.86	Open
Student Center Food Service Renovations	\$40,000.00			\$40,000.00	Open
Student Center Flooring	\$25,000.00			\$25,000.00	Open
Student Center Furnishings	\$10,000.00			\$10,000.00	Open
Resolution Total	\$750,000.00	\$117,178.43	\$25,000.00	\$657,821.57	
Grand Total	\$3,150,000.00	\$2,107,546.26	\$222,216.45	\$1,030,313.33	

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.

CONTINGENCY MAINTENANCE PROJECTS PROGRESS REPORT

Peru State College
Revenue Bond Facilities

Report Period: As of December 31, 2020

Date Prepared: 01/19/2021

Resolution Date and Project Description	Approved Amount	Current Expenditures	Reallocations	Balance	Status
Resolution Date: 03/24/2017 Projects:					
1. Apartments	\$30,000.00	\$30,000.00	\$0.00	\$0.00	Complete
2. Campuswide; R&R Infrastructure	\$10,000.00	\$17,648.05	\$7,648.05	\$0.00	Complete
3. Centennial Complex, Morgan Hall & Student Center; Install, R&R Fire Sprinklers and Fire A	\$310,000.00	\$542,492.50	\$232,492.50	\$0.00	Complete
4. Residence Hall, Apartment & Student Center; R&R Mechanical Systems, HVAC, Heat Syst	\$250,000.00	\$148,163.95	-\$101,836.05	\$0.00	Complete
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	\$14,879.87	-\$7,100.00	\$13,020.13	Open
Resolution Total	\$765,000.00	\$753,184.37	\$1,204.50	\$13,020.13	
Resolution Date: 04/20/2018 Projects:					
1. Apartments	\$104,000.00	\$104,000.00	\$0.00	\$0.00	Complete
2. Campuswide Furnishing	\$200,000.00	\$151,876.27	-\$48,123.73	\$0.00	Complete
3. Campuswide Repair & Maintenance	\$50,000.00	\$19,123.07	\$0.00	\$30,876.93	Open
4. Centennial Complex Switchboard	\$85,000.00	\$85,000.00	\$0.00	\$0.00	Complete
5. Residence Halls, Student Center and Apartments Repair and Infrastructure	\$241,000.00	\$305,559.78	\$64,559.78	\$0.00	Complete
6. Student Center; Food Service Equipment	\$70,000.00	\$1,900.05	\$0.00	\$68,099.95	Open
	\$750,000.00	\$667,459.17	\$16,436.05	\$98,976.88	
Resolution Date: 03/21/2019 Projects:					
1. Electrical Upgrades; Clayburn Matthews	\$172,920.00	\$194,421.10	\$21,501.10	\$0.00	Complete
2. Electrical Upgrades; Davidson Palmer	\$172,920.00	\$172,920.00	\$0.00	\$0.00	Complete
3. Electrical Upgrades; Nicholas Pate	\$151,160.00	\$197,658.90	\$46,498.90	\$0.00	Complete
	\$497,000.00	\$565,000.00	\$68,000.00	\$0.00	
Resolution Date: 01/14/2020 Projects:					
1. Apartments; Repair & Maintenance	\$15,000.00	\$0.00	\$0.00	\$15,000.00	Open
3. Student Center; Food Service	\$35,000.00	\$0.00	\$0.00	\$35,000.00	Open
4. Residence Hall; Furnishings	\$22,500.00	\$12,846.62	\$0.00	\$9,653.38	Open
5. Student Center; Furnishings	\$7,500.00	\$0.00	\$0.00	\$7,500.00	Open
6. Residence Hall; Repair & Maintenance	\$79,039.00	\$11,325.62	\$0.00	\$67,713.38	Open
7. Student Center; Repair & Maintenance	\$60,513.00	\$0.00	\$0.00	\$60,513.00	Open
	\$219,552.00	\$24,172.24	\$0.00	\$195,379.76	
Grand Total	\$2,231,552.00	\$2,009,815.78	\$85,640.55	\$307,376.77	

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: PSC Contingency Maintenance Progress Report (2882 : Contingency Maintenance Progress Reports)

CONTINGENCY MAINTENANCE PROJECTS PROGRESS REPORT

**Wayne State College
Revenue Bond Facilities**

Report Period: As of December 31, 2020

Date Prepared: January 18, 2021

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	\$12,785.11	-\$214.89	\$0.00	Complete
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	\$65,000.00	\$0.00	\$0.00	Complete
12. Student Center - HVAC upgrade	\$375,000.00	\$375,000.00	\$0.00	\$0.00	Complete
Resolution Total	\$1,200,000.00	\$1,178,235.11	-\$21,764.89	\$0.00	
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	\$130,000.00	\$0.00	\$0.00	Complete
3. Berry Hall - Fire Sprinklers	\$210,000.00	\$290,042.99	\$80,042.99	\$0.00	Complete
4. Bowen Hall - Ext Sealant/Elevator Door Roller Replacement	\$165,000.00	\$165,000.00	\$0.00	\$0.00	Complete
5. Campuswide - Roof Repairs	\$15,000.00	\$344.40	\$0.00	\$14,655.60	Open
6. Campuswide - Grounds/Improvements/Equipment	\$32,000.00	\$32,000.00	\$0.00	\$0.00	Complete
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	\$30,000.00	\$0.00	\$0.00	Complete
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	\$42,500.00	\$0.00	\$0.00	Complete
13. Food Service - Repairs, Equipment	\$21,000.00	\$21,000.00	\$0.00	\$0.00	Complete
14. Student Center - Equipment/Repairs/Furniture/Flooring	\$57,000.00	\$57,000.00	\$0.00	\$0.00	Complete
Resolution Total	\$1,400,000.00	\$1,382,010.01	\$3,448.30	\$21,438.29	

Attachment: WSC Contingency Maintenance Progress Report (2882 : Contingency Maintenance Progress

CONTINGENCY MAINTENANCE PROJECTS PROGRESS REPORT
Wayne State College
Revenue Bond Facilities

Report Period: As of December 31, 2020 Date Prepared: January 18, 2021

Resolution Date and Project Description	Approved Amount	Current Expenditures	Reallocations	Balance	Status
Resolution Date: (03/21/19)					
Projects:					
1. Anderson Hall - Door & Hardware Replacement	\$91,000.00	\$84,958.35	-\$6,041.65	\$0.00	Complete
2. Anderson Hall - Restroom Upgrades	\$118,000.00	\$100,653.27	-\$17,346.73	\$0.00	Complete
3. Berry Hall - Hot Water Heater Replacement	\$105,000.00	\$86,084.00	-\$18,916.00	\$0.00	Complete
4. Campuswide - Grounds/Improvements/Equipment	\$32,000.00	\$32,000.00	\$0.00	\$0.00	Complete
5. Food Service - Repairs, Equipment	\$21,000.00	\$21,000.00	\$0.00	\$0.00	Complete
6. Morey Hall - Fire Sprinklers	\$160,000.00	\$151,165.00	-\$8,835.00	\$0.00	Complete
7. Morey Hall - Restroom Upgrades	\$35,000.00	\$114,159.35	\$79,159.35	\$0.00	Complete
8. Natatorium - Tuckpointing	\$40,000.00	\$0.00	\$0.00	\$40,000.00	Open
9. Natatorium - Roof Replacement	\$350,000.00	\$309,082.69	\$0.00	\$40,917.31	Open
10. Rec Center - Equipment/Repairs/Furniture/Flooring	\$79,000.00	\$79,000.00	\$0.00	\$0.00	Complete
11. Residence Halls - Equipment/Repairs/Furniture/Flooring	\$95,000.00	\$954.52	-\$10,800.00	\$83,245.48	Open
12. Student Center - Atrium Window Glazing	\$50,000.00	\$12,282.44	\$0.00	\$37,717.56	Open
13. Student Center - Equipment/Repairs/Furniture/Flooring	\$262,000.00	\$262,000.00	\$0.00	\$0.00	Complete
14. Student Center - HVAC Upgrade - South Mechanical Room	\$25,000.00	\$34,261.00	\$9,261.00	\$0.00	Complete
15. Student Center - HVAC Upgrade - West Penthouse	\$207,000.00	\$170,474.00	-\$36,526.00	\$0.00	Complete
16. Terrace Hall - Air Conditioning & Assoc Electrical Upgrades	\$430,000.00	\$379,560.23	\$0.00	\$50,439.77	Open
Resolution Total	\$2,100,000.00	\$1,837,634.85	-\$10,045.03	\$252,320.12	
Resolution Date: (11/14/19)					
Projects:					
1. Natatorium - Pool Infill	\$210,000.00	\$210,000.00	\$0.00	\$0.00	Complete
2. Natatorium - Restroom/Office	\$210,000.00	\$210,000.00	\$0.00	\$0.00	Complete
Resolution Total	\$420,000.00	\$420,000.00	\$0.00	\$0.00	
Resolution Date: (01/14/20)					
Projects:					
1. Anderson Hall - Drain Line Replacement	\$30,000.00	\$26,870.00	-\$3,130.00	\$0.00	Complete
2. Berry Hall - Window Feplacement North	\$405,000.00	\$0.00	\$0.00	\$405,000.00	Open
3. Bowen Hall - Elevator Cameras	\$30,000.00	\$0.00	\$0.00	\$30,000.00	Open
4. Campuswide - Grounds/Improvements/Equipment	\$33,000.00	\$14,234.30	\$0.00	\$18,765.70	Open
5. Campuswide - Technology Replacement	\$225,000.00	\$209,999.96	-\$15,000.04	\$0.00	Complete
6. Food Service - Repairs/Equipment	\$18,300.00	\$7,286.48	\$0.00	\$11,013.52	Open
7. Morey Hall - Restroom Upgrades	\$195,000.00	\$172,836.52	\$82,424.50	\$104,587.98	O

Attachment: WSC Contingency Maintenance Progress Report (2882 : Contingency Maintenance Progress

CONTINGENCY MAINTENANCE PROJECTS PROGRESS REPORT
Wayne State College
Revenue Bond Facilities

Report Period: As of December 31, 2020 Date Prepared: January 18, 2021

Resolution Date and Project Description	Approved Amount	Current Expenditures	Reallocations	Balance	Status
8. Natatorium - Electric Door Access	\$14,000.00	\$2,405.66	\$0.00	\$11,594.34	Open
9. Natatorium - Tuckpointing	\$120,000.00	\$0.00	\$0.00	\$120,000.00	Open
10. Pile Hall - Waterproofing	\$18,000.00	\$14,430.00	-\$3,570.00	\$0.00	Complete
11. Pile Hall - Fire Alarm Panel Upgrade	\$25,000.00	\$0.00	\$0.00	\$25,000.00	Open
12. Rec Center - Equipment/Repairs/Furniture/Flooring	\$25,000.00	\$9,968.96	\$0.00	\$15,031.04	Open
13. Residence Halls - Equipment/Repairs/Furniture/Flooring	\$43,000.00	\$0.00	-\$43,000.00	\$0.00	Complete
14. Residence Halls - Replace Access Points	\$120,000.00	\$0.00	\$0.00	\$120,000.00	Open
15. Student Center - Asbestos Removal	\$20,000.00	\$0.00	\$0.00	\$20,000.00	Open
16. Student Center - Equipment/Repairs/Furniture/Flooring	\$223,700.00	\$173,660.20	\$17,561.66	\$67,601.46	Open
17. Student Center - HVAC Upgrade - East Penthouse	\$80,000.00	\$0.00	\$0.00	\$80,000.00	Open
18. Student Center - HAVC Upgrade - South Mechanical Room	\$300,000.00	\$293,075.50	-\$6,924.50	\$0.00	Complete
19. Terrace Hall - Air Cond & Assoc Elec Upgrades - South	\$475,000.00	\$0.00	\$0.00	\$475,000.00	Open
Resolution Total	\$2,400,000.00	\$924,767.58	\$28,361.62	\$1,503,594.04	
Grand Total	\$7,520,000.00	\$5,742,647.55	\$0.00	\$1,777,352.45	

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 (2882 : Contingency Maintenance Progress

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: LB 309 Project Status Reports

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 December 31, 2020				Meeting Date: March 16, 2021			
Project	Approval Date 1) LB 309 2) Board	Original LB 309 Allocation	Sum of Allocation Changes (+/-)	Total Allocation	Expended	Allocation Balance	Status
#6512T072 Memorial Hall, Armstrong Gym, NPAC, Admin Building Faucets, Flush Valves, & Aerator Upgrade	1) 1/13/2020 2) 4/23/2020 3)	\$70,000.00	-\$38,316.20	\$31,683.80	\$31,683.80	\$0.00	Closed
#6512T075 NPAC North Lawn Steam Line Repair	1) 12/4/2020 2) 1/13/2020 3)	\$40,000.00		\$40,000.00		\$40,000.00	In Progress
#6512T073 Burkhiser South Wing Roof Repair	1) 4/1/2020 2) 6/16/2020 3)	\$50,000.00	-\$22,489.00	\$27,511.00	\$27,511.00	\$0.00	Closed
#6512T074 CSC Math Science Building HVAC Upgrade	1) 11/18/2020 2) 1/13/2021 3)	\$795,000.00		\$795,000.00		\$795,000.00	In Progress
6512T071 Heating Plant Controls Upgrade MOR	1) 1/13/2020 2) 4/23/2020 3)	\$60,000.00	-\$25,093.70	\$34,906.30	\$34,906.30	\$0.00	Closed

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.

LB 309 DEFERRED MAINTENANCE PROGRESS REPORT

Peru State College

Report Period: As of December 31, 2020

Meeting Date: March 16, 2021

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	\$239,544.60	\$30,455.40	In Progress
BU# 6512J122 Campus Wide ADA Improvements	1) 01/10/2019 2) 03/21/2019	\$90,000.00	\$390,000.00	\$480,000.00	\$318,547.09	\$161,452.91	In Progress
BU# 6512J123 Campus Services Buildings HVAC Controls Upgrade	1) 05/28/2019 2) 09/12/2019	\$60,000.00	\$0.00	\$60,000.00	\$46,024.00	\$13,976.00	Complete
BU# 6512J124 Campus Wide Roof Replacement	1) 11/26/2019 2) 01/14/2020	\$110,000.00	\$0.00	\$110,000.00	\$87,076.40	\$22,923.60	In Progress
BU# 6512J125 Library Masonry Repairs	1) 02/19/2020 2) 04/23/2020	\$50,000.00	-\$28,209.00	\$21,791.00	\$21,791.00	\$0.00	Closed

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.

LB 309 DEFERRED MAINTENANCE PROGRESS REPORT							
Wayne State College							
Report Period: As of December 31, 2020				Meeting Date: March 2021			
Project	Approval Date 1) LB 309 2) Board	Original LB 309 Allocation	Sum of Allocation Changes (+/-)	Total Allocation	Expended	Allocation Balance	Status
6512N138 Energy Plant Efficiency Improvement Study	1) 07/28/17 2) 11/17/17	\$10,000.00	\$725,000.00	\$735,000.00	\$697,710.96	\$37,289.04	In Progress
6512N140 Brandenburg Education Foundation Wall Waterproofing	1) 03/15/19 2) 06/18/19	\$140,000.00	\$0.00	\$140,000.00	\$93,979.23	\$46,020.77	In Progress
6512N141 Benthack Hall HVAC, Building Code, ADA, Windows	1) 12/03/19 2) 01/14/20	\$975,000.00	\$1,900,000.00	\$2,875,000.00	\$0.00	\$2,875,000.00	In Progress
6512N142 Energy Plant Steam System Repairs	1) 06/16/20 2) 09/10/20	\$140,000.00	\$0.00	\$140,000.00	\$47,976.71	\$92,023.29	In Progress
6512N143 Energy Plant Boiler Upgrades	1) 09/21/20 2) 11/12/20	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00	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.

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: Financial Reports

Board Policy 6011 provides for the submission of six-month and annual financial reports.

The Financial Reports from each of the Colleges are provided to the Board for information.

Of note is that the General Operations balances for December 31, 2020 at the bottom of each report are much higher than the June 30, 2020. This is mainly due to the recognition of the full state appropriation for the fiscal year on the report.

ATTACHMENTS:

- CSC Financial Report (PDF)
- PSC Financial Report (PDF)
- WSC Financial Report (PDF)

**Chadron State College
Financial Report - Fiscal 2020-21
For the Period Ending December 31, 2020**

	DAS ACCOUNTS					LOCAL ACCOUNTS		
	GENERAL OPERATIONS	GRANTS AND CONTRACTS	AUXILIARY ENTERPRISES	OTHER CONSTRUCTION FUNDS	TRUST FUNDS	1st National Chadron		TOTALS
STATEMENT OF POSITION								
ASSETS:								
Cash and Investments Held - DAS	\$ 5,511,032	\$ 208,467	\$ 187,276	\$ 533,625	\$ 1,863,009	\$ -		\$ 8,303,409
Cash Held - Local Bank	-	-	-	-	-	30,160		30,160
Investments - Local Bank	-	-	-	-	-	-		-
Undisbursed Appropriations	9,374,018	-	-	-	-	-		9,374,018
Undisbursed Federal Funds	-	2,142,209	-	-	-	-		2,142,209
TOTAL ASSETS	<u>\$ 14,885,050</u>	<u>\$ 2,350,676</u>	<u>\$ 187,276</u>	<u>\$ 533,625</u>	<u>\$ 1,863,009</u>	<u>\$ 30,160</u>		<u>\$ 19,849,796</u>
LIABILITIES & FUND BALANCES:								
Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Deferred Revenue	-	-	-	-	-	-		-
Unencumbered Fund Balance	14,885,050	2,350,676	187,276	533,625	1,863,009	30,160		19,849,796
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 14,885,050</u>	<u>\$ 2,350,676</u>	<u>\$ 187,276</u>	<u>\$ 533,625</u>	<u>\$ 1,863,009</u>	<u>\$ 30,160</u>		<u>\$ 19,849,796</u>
STATEMENT OF REVENUE AND EXPENDITURES								
REVENUE:								
Tuition & Fees	\$ 5,445,988	\$ -	\$ -	\$ -	\$ 200,742	\$ -		\$ 5,646,730
Deferred Revenue	-	-	-	-	-	-		-
State Appropriation	19,217,573	-	-	-	-	-		19,217,573
Grants & Contracts	-	6,660,093	-	-	-	-		6,660,093
Trustee Transfers	-	-	1,126,565	-	-	-		1,126,565
Other Transfers	-	-	-	12,655	-	-		12,655
Local Accounts	-	-	-	-	-	1,038,804		1,038,804
TOTAL REVENUE	<u>\$ 24,663,561</u>	<u>\$ 6,660,093</u>	<u>\$ 1,126,565</u>	<u>\$ 12,655</u>	<u>\$ 200,742</u>	<u>\$ 1,038,804</u>		<u>\$ 33,702,420</u>
EXPENDITURES:								
State Treasurer Accounts	\$ 15,338,457	\$ 5,936,151	\$ 1,254,557	\$ 798,712	\$ 315,697	\$ -		\$ 23,643,574
Local Banks	-	-	-	-	-	1,048,399		1,048,399
TOTAL EXPENDITURES	<u>\$ 15,338,457</u>	<u>\$ 5,936,151</u>	<u>\$ 1,254,557</u>	<u>\$ 798,712</u>	<u>\$ 315,697</u>	<u>\$ 1,048,399</u>		<u>\$ 24,691,973</u>
NET INCREASE (DECREASE) IN FUND BALANCES	<u>\$ 9,325,104</u>	<u>\$ 723,942</u>	<u>\$ (127,992)</u>	<u>\$ (786,057)</u>	<u>\$ (114,955)</u>	<u>\$ (9,595)</u>		<u>\$ 9,010,447</u>
FUND BALANCE June 30, 2020	<u>\$ 5,559,946</u>	<u>\$ 1,626,734</u>	<u>\$ 315,268</u>	<u>\$ 1,319,682</u>	<u>\$ 1,977,964</u>	<u>\$ 39,755</u>		<u>\$ 10,839,349</u>
FUND BALANCE December 31, 2020	<u>\$ 14,885,050</u>	<u>\$ 2,350,676</u>	<u>\$ 187,276</u>	<u>\$ 533,625</u>	<u>\$ 1,863,009</u>	<u>\$ 30,160</u>		<u>\$ 19,849,796</u>

Attachment: CSC Financial Report (2884 : Financial Reports)

**Peru State College
Financial Report - Fiscal Year 2021
For the Six Months Ending December 31, 2020**

	DAS ACCOUNTS					LOCAL ACCOUNTS		TOTALS
	GENERAL OPERATIONS	GRANTS AND CONTRACTS	AUXILIARY ENTERPRISES	OTHER CONSTRUCTION FUNDS	TRUST FUNDS	BANK OF PERU		
STATEMENT OF POSITION								
ASSETS:								
Cash and Investments Held - DAS	\$ 3,441,517	\$ 61,750	\$ 2,170,409	\$ 16,768	\$ 999,248	\$ -	\$ 6,689,692	
Cash Held - Local Bank	-	-	-	-	-	74,036	74,036	
Investments - Local Bank	-	-	-	-	-	-	-	
Undisbursed Appropriations	6,113,790	-	-	-	-	-	6,113,790	
Undisbursed Federal Funds	-	5,248,716	-	-	-	-	5,248,716	
TOTAL ASSETS	\$ 9,555,307	\$ 5,310,466	\$ 2,170,409	\$ 16,768	\$ 999,248	\$ 74,036	\$ 18,126,234	
LIABILITIES & FUND BALANCES:								
Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Deferred Revenue	-	-	-	-	-	-	-	
Unencumbered Fund Balance	9,555,307	5,310,466	2,170,409	16,768	999,248	74,036	18,126,234	
TOTAL LIABILITIES AND FUND BALANCES	\$ 9,555,307	\$ 5,310,466	\$ 2,170,409	\$ 16,768	\$ 999,248	\$ 74,036	\$ 18,126,234	
STATEMENT OF REVENUE AND EXPENDITURES								
REVENUE:								
Tuition & Fees	\$ 3,178,547	\$ -	\$ -	\$ -	\$ 2,929,792	\$ 47,378	\$ 6,155,717	
Deferred Revenue	-	-	-	-	-	-	-	
State Appropriation	10,831,911	-	-	-	-	-	10,831,911	
Grants & Contracts	-	9,891,795	-	-	-	-	9,891,795	
Trustee Transfers	-	-	1,076,686	-	-	-	1,076,686	
Other Transfers	-	-	-	128	-	-	128	
Local Accounts	-	-	-	-	-	61,277	61,277	
TOTAL REVENUE	\$ 14,010,458	\$ 9,891,795	\$ 1,076,686	\$ 128	\$ 2,929,792	\$ 108,655	\$ 28,017,514	
EXPENDITURES:								
State Treasurer Accounts	\$ 9,882,959	\$ 5,952,233	\$ 721,760	\$ -	\$ 2,264,305	\$ -	\$ 18,821,257	
Local Banks	-	-	-	-	-	69,619	69,619	
TOTAL EXPENDITURES	\$ 9,882,959	\$ 5,952,233	\$ 721,760	\$ -	\$ 2,264,305	\$ 69,619	\$ 18,890,876	
NET INCREASE (DECREASE) IN FUND BALANCES	\$ 4,127,499	\$ 3,939,562	\$ 354,926	\$ 128	\$ 665,487	\$ 39,036	\$ 9,126,638	
FUND BALANCE June 30, 2020	\$ 5,427,808	\$ 1,370,904	\$ 1,815,483	\$ 16,640	\$ 333,761	\$ 35,000	\$ 8,999,596	
FUND BALANCE December 31, 2020	\$ 9,555,307	\$ 5,310,466	\$ 2,170,409	\$ 16,768	\$ 999,248	\$ 74,036	\$ 18,126,234	

Attachment: PSC Financial Report (2884 : Financial Reports)

Wayne State College
Financial Report - Fiscal Year 2021
For the Six Months Ending December 31, 2020

	DAS ACCOUNTS					LOCAL ACCOUNTS		TOTALS
	GENERAL OPERATIONS	GRANTS AND CONTRACTS	AUXILIARY ENTERPRISES	OTHER CONSTRUCTION FUNDS	TRUST FUNDS	ELKHORN VALLEY BANK & TRUST		
STATEMENT OF POSITION								
ASSETS:								
Cash and Investments Held - DAS	\$ 17,459,345	\$ 6,122	\$ 1,044,014	\$ 3,133,529	\$ 808,174	\$ -	\$ 22,451,184	
Cash Held - Local Bank	-	-	-	-	-	38	38	
Investments - Local Bank	-	-	-	-	-	43,639	43,639	
Undisbursed Appropriations	12,189,064	-	-	-	-	-	12,189,064	
Undisbursed Federal Funds	-	5,694,452	-	-	-	-	5,694,452	
TOTAL ASSETS	\$ 29,648,409	\$ 5,700,574	\$ 1,044,014	\$ 3,133,529	\$ 808,174	\$ 43,677	\$ 40,378,377	
LIABILITIES & FUND BALANCES:								
Encumbrances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Deferred Revenue	-	-	-	-	-	-	-	
Unencumbered Fund Balance	29,648,409	5,700,574	1,044,014	3,133,529	808,174	43,677	40,378,377	
TOTAL LIABILITIES AND FUND BALANCES	\$ 29,648,409	\$ 5,700,574	\$ 1,044,014	\$ 3,133,529	\$ 808,174	\$ 43,677	\$ 40,378,377	
STATEMENT OF REVENUE AND EXPENDITURES								
REVENUE:								
Tuition & Fees	\$ 10,086,713	\$ -	\$ -	\$ -	\$ 4,173,614	\$ -	\$ 14,260,327	
Deferred Revenue	-	-	-	-	-	-	-	
State Appropriation	24,012,188	-	-	-	-	-	24,012,188	
Grants & Contracts	-	11,927,043	-	-	-	-	11,927,043	
Trustee Transfers	-	-	2,664,155	-	-	-	2,664,155	
Other Transfers	-	-	-	-	-	-	-	
Local Accounts	-	-	-	-	-	98,162	98,162	
TOTAL REVENUE	\$ 34,098,901	\$ 11,927,043	\$ 2,664,155	\$ -	\$ 4,173,614	\$ 98,162	\$ 52,961,875	
EXPENDITURES:								
State Treasurer Accounts	\$ 20,760,158	\$ 10,106,137	\$ 2,458,043	\$ 2,519,881	\$ 3,918,364	\$ -	\$ 39,762,583	
Local Banks	-	-	-	-	-	101,527	101,527	
TOTAL EXPENDITURES	\$ 20,760,158	\$ 10,106,137	\$ 2,458,043	\$ 2,519,881	\$ 3,918,364	\$ 101,527	\$ 39,864,110	
NET INCREASE (DECREASE) IN FUND BALANCES:	\$ 13,338,743	\$ 1,820,906	\$ 206,112	\$ (2,519,881)	\$ 255,250	\$ (3,365)	\$ 13,097,765	
FUND BALANCE June 30, 2020	\$ 16,309,666	\$ 3,879,668	\$ 837,902	\$ 5,653,410	\$ 552,924	\$ 47,042	\$ 27,280,612	
FUND BALANCE Dec 31, 2020	\$ 29,648,409	\$ 5,700,574	\$ 1,044,014	\$ 3,133,529	\$ 808,174	\$ 43,677	\$ 40,378,377	

Attachment: WSC Financial Report (2884 : Financial Reports)

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: Operating Expenditure Reports

The Operating Expenditure Reports from each of the Colleges and the System Office are provided to the Board for information.

Board Policy 6011 requires that expenditure reports be submitted every six (6) months of the fiscal year.

The format followed by the Colleges provides expenditure information on each of the eight programs included in higher education institutional budgets. Those identifiers can be found in the heading of each column. Other data provided includes dollars expended for personal services, operations, travel, capital outlay, and scholarships.

About half-way down the each of the reports is the total for all general/cash expenditures, the total general/cash budget, and the % of budget expended as of December 31, 2020. The budgeted amount and the expenditures may include carry-over funds from the 2019-2020 fiscal year, in line with footnotes at the bottom of each report. One-time payments that have occurred during the first six-month period may affect the ratio of expenditures to budgeted amounts. All Colleges and the System Office are below the 50% mark on expenditures as compared to budget as of December 31, 2020.

There is one line item that identifies the amount of federal funds spent for each program through the institutional awards and grants.

A summary of the budget and expenditure amounts is provided just below.

General/Cash Funds	Chadron	Peru	Wayne	System Office
Budget	\$36,067,857	\$21,620,885	\$51,448,370	\$2,468,523
Expenditures	\$15,338,457	\$ 9,882,957	\$20,760,159	\$1,111,037
% of Budget Expended	42.53%	45.71%	40.35%	45.01%

ATTACHMENTS:

- CSC Operating Expenditure Report(PDF)
- PSC Operating Expenditure Report(PDF)
- WSC Operating Expenditure Report (PDF)
- SO Operating Expenditure Report (PDF)

Chadron State College
Expenditure Report -- Fiscal Year 2020-21
For the 6 Months Ending December 31, 2020

<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 SRVS</u>	<u>PCS 6.0 ADMIN</u>	<u>PCS 7.0 PHYSICAL PLANT</u>	<u>PCS 8.0 STUDENT AID</u>	<u>TOTAL</u>
PERSONAL SERVICES									
<u>Permanent Staff</u>									
Salaries	3,465,993	-	70,272	1,063,893	1,114,062	1,493,156	612,821	-	7,820,197
Benefits	1,042,540	-	72,457	379,210	360,425	425,120	276,152	-	2,555,904
TOTAL PERMANENT SALARIES & BENEFITS	4,508,533	-	142,729	1,443,103	1,474,487	1,918,276	888,973	-	10,376,101
<u>Students, Part-time Faculty, Graduate Assistants</u>									
Salaries	461,216	-	21,526	36,803	300,761	88,289	51,826	-	960,421
Benefits	35,283	-	1,647	2,815	23,008	6,754	3,965	-	73,472
TOTAL TEMPORARY SALARIES & BENEFITS	496,499	-	23,173	39,618	323,769	95,043	55,791	-	1,033,893
TOTAL PERSONAL SERVICES	5,005,032	-	165,902	1,482,721	1,798,256	2,013,319	944,764	-	11,409,994
TOTAL OPERATING EXPENDITURES	299,171	-	7,643	683,710	574,806	1,097,752	800,689	-	3,463,771
TOTAL TRAVEL	14,156	-	-	89	60,821	13,339	1,187	-	89,592
TOTAL CAPITAL OUTLAY	(1,467)	-	-	7,867	-	25,550	-	-	31,950
SCHOLARSHIPS, GRANTS, & EXEMPTIONS	12,028	-	-	-	17,116	(4,000)	-	318,006	343,150
TOTAL GENERAL/CASH EXPENDITURES	5,328,920	-	173,545	2,174,387	2,450,999	3,145,960	1,746,640	318,006	15,338,457
TOTAL GENERAL/CASH BUDGET*	12,375,706	64,333	703,067	4,570,461	6,116,824	7,192,363	4,258,806	786,297	36,067,857
% OF GENERAL/CASH BUDGET EXPENDED	43.06%	0.00%	24.68%	47.57%	40.07%	43.74%	41.01%	40.44%	42.53%
TOTAL FEDERAL FUNDS	-	20,805	14,794	-	318,822	-	-	5,506,920	5,861,341
TOTAL EXPENDITURES	5,328,920	20,805	188,339	2,174,387	2,769,821	3,145,960	1,746,640	5,824,926	21,199,798
<u>Fund Sources</u>									
General Funds	4,277,241	-	-	1,427,119	1,401,912	1,655,664	926,870	154,750	9,843,556
Cash Funds	1,051,679	-	173,545	747,268	1,049,087	1,490,296	819,770	163,256	5,494,901
Federal Funds	-	20,805	14,794	-	318,822	-	-	5,506,920	5,861,341
TOTAL FUNDS	5,328,920	20,805	188,339	2,174,387	2,769,821	3,145,960	1,746,640	5,824,926	21,199,798

*General Funds: Includes new appropriation of 19,217,573

*Cash Funds: Includes new appropriation of 11,886,272, tuition and fees adjustment 289,924, carryforward encumbrances of 6,114,555, and a mid-year cash adjustment reduction of 1,440,467

Attachment: CSC Operating Expenditure Report (2885 : Operating Expenditure Reports)

PERU STATE COLLEGE
Expenditure Report - Fiscal Year 2021
For Six Months Ending December 31, 2020

<u>Expenditure Type</u>	<u>PCS 1.0</u> <u>Instruction</u>	<u>PCS 2.0</u> <u>Research</u>	<u>PCS 3.0</u> <u>Public Svc</u>	<u>PCS 4.0</u> <u>Acad Supp</u>	<u>PCS 5.0</u> <u>Student Svc</u>	<u>PCS 6.0</u> <u>Gen Admin</u>	<u>PCS 7.0</u> <u>Plant O&M</u>	<u>PCS 8.0</u> <u>Student Aid</u>	<u>Total</u>
<u>Personal Services</u>									
<u>Permanent Staff:</u>									
Salaries	2,250,979	-	-	568,642	643,593	971,414	267,568	-	4,702,196
Benefits	721,944	-	-	198,688	215,121	428,981	102,191	-	1,666,925
Total Permanent Salaries & Benefits	2,972,923	-	-	767,330	858,714	1,400,395	369,759	-	6,369,121
<u>Students, Part-time Faculty, Graduate Assistants</u>									
Salaries	294,888	-	5,263	27,002	101,903	31,475	2,433	-	462,964
Benefits	22,559	-	212	2,066	7,796	2,408	186	-	35,227
Total Temporary Salaries & Benefits	317,447	-	5,475	29,068	109,699	33,883	2,619	-	498,191
Total Personal Services	3,290,370	-	5,475	796,398	968,413	1,434,278	372,378	-	6,867,312
Total Operating Expenses	74,299	-	-	578,152	430,534	1,204,552	376,183	-	2,663,720
Total Travel	938	-	-	-	67,353	6,779	11,170	-	86,240
Total Capital Outlay	-	-	-	-	-	-	-	-	-
Tuition Remissions and Exemptions	-	-	-	-	90,408	(7)	-	175,284	265,685
Total General/Cash Expenditures	3,365,607	-	5,475	1,374,550	1,556,708	2,645,602	759,731	175,284	9,882,957
Total General/Cash Budget*	7,588,536	-	38,989	2,887,826	3,111,251	4,858,924	2,332,053	803,306	21,620,885
% of General/Cash Budget Expended	44.35%	N/A	14.04%	47.60%	50.03%	54.45%	32.58%	21.82%	45.71%
Total Federal Funds	-	-	-	-	216,678	-	-	5,701,720	5,918,398
Total Expenditures	3,365,607	-	5,475	1,374,550	1,773,386	2,645,602	759,731	5,877,004	15,801,355
<u>Fund Sources</u>									
General Funds	2,992,365	-	-	175,238	718,133	674,824	143,560	14,000	4,718,120
Cash Funds	373,242	-	5,475	1,199,312	838,575	1,970,778	616,171	161,284	5,164,837
Federal Funds	-	-	-	-	216,678	-	-	5,701,720	5,918,398
Total Funds	3,365,607	-	5,475	1,374,550	1,773,386	2,645,602	759,731	5,877,004	15,801,355

*General Funds: Includes new appropriation of \$10,831,911

*Cash Funds: Includes new appropriation of \$8,203,827 plus NOG/ACE \$454,583 and 2.5% rate increase \$182,815 and carryforward amount of \$1,947,749 - total of \$10,788,974

Attachment: PSC Operating Expenditure Report (2885 : Operating Expenditure Reports)

Wayne State College
Expenditure Report -- Fiscal Year 20-21
For the Six Month Period Ending December 31, 2020

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
PERSONAL SERVICES									
<u>Permanent Staff</u>									
Salaries	5,555,117	-	30,546	919,747	1,507,763	1,659,635	653,727	-	10,326,535
Benefits	1,740,329	-	4,751	290,044	501,172	880,763	291,087	-	3,708,146
TOTAL PERMANENT SALARIES & BENEFITS	7,295,446	-	35,297	1,209,791	2,008,935	2,540,398	944,814	-	14,034,681
<u>Students, Part-time Faculty, Graduate Assistants</u>									
Salaries	727,639	-	8,851	114,649	177,196	137,915	44,515	-	1,210,765
Benefits	48,549	-	413	1,692	5,190	3,623	2,041	-	61,508
TOTAL TEMPORARY SALARIES & BENEFITS	776,188	-	9,264	116,341	182,386	141,538	46,556	-	1,272,273
TOTAL PERSONAL SERVICES	8,071,634	-	44,561	1,326,132	2,191,321	2,681,936	991,370	-	15,306,954
TOTAL OPERATING EXPENDITURES	379,891	-	42,453	719,720	469,765	1,890,439	1,254,551	-	4,756,819
TOTAL TRAVEL	9,649	-	-	3,144	19,266	25,515	127	-	57,701
TOTAL CAPITAL OUTLAY	-	-	-	5,977	8,295	31,385	49,123	-	94,780
SCHOLARSHIPS, GRANTS, & EXEMPTIONS	(3,341)	-	-	-	-	-	-	547,246	543,905
TOTAL GENERAL/CASH EXPENDITURES	8,457,833	-	87,014	2,054,973	2,688,647	4,629,275	2,295,171	547,246	20,760,159
TOTAL GENERAL/CASH BUDGET*	21,230,646	-	700,005	4,500,937	6,772,085	11,171,948	5,574,775	1,497,974	51,448,370
% OF GENERAL/CASH BUDGET EXPENDED	39.84%	N/A	12.43%	45.66%	39.70%	41.44%	41.17%	36.53%	40.35%
TOTAL FEDERAL FUNDS	36,267	14,077	-	-	197,651	-	-	9,858,142	10,106,137
TOTAL EXPENDITURES	8,494,100	14,077	87,014	2,054,973	2,886,298	4,629,275	2,295,171	10,405,388	30,866,296
<u>Fund Sources</u>									
General Funds	4,794,689	-	-	1,246,553	2,086,495	2,736,283	906,105	53,000	11,823,125
Cash Funds	3,663,144	-	87,014	808,420	602,152	1,892,992	1,389,066	494,246	8,937,034
Federal Funds	36,267	14,077	-	-	197,651	-	-	9,858,142	10,106,137
TOTAL FUNDS	8,494,100	14,077	87,014	2,054,973	2,886,298	4,629,275	2,295,171	10,405,388	30,866,296

*General Funds: Includes new appropriation of \$24,012,188.

*Cash Funds: Includes new appropriation of \$16,215,787, adjustment for tuition/fee increases of \$942,040, base adjustment of \$1,882,823, carryforward balance of \$7,331,532 and \$1,064,000 for NOG/AET/ACE.

SYSTEM OFFICE - EXPENDITURE REPORT
December 31, 2020

FUND 1000 - GENERAL FUNDS

		APPROPRIATION (+ CARRYOVER)	YEAR-TO-DATE EXPENDITURES	ENCUMB- RANCES	REMAINING BALANCE	% OF BUDGET EXPENDED
100	PERSONAL SERVICES	2,064,668	974,312	0	1,090,356	47.19%
200	OPERATING EXPENSES	332,855	121,439	0	211,416	36.48%
700	TRAVEL EXPENSES	71,000	15,286	0	55,714	21.53%
800	CAPITAL OUTLAY	0	0	0	0	0.00%
TOTALS		2,468,523	1,111,037	0	1,357,486	45.01%

FUND 6501 - STATE COLLEGE ENDOWMENT FUNDS

Beginning Cash Balance		799,637
Income:		
	Sales and Charges	0
	Interest	5,819
	Grants	0
	Transfer In	2,460
	Transfer Out	0
Total Income		8,279
Expenditures:		
	Dues and Subscriptions	350
	Other Operating	345
Total Expenditures		695
Ending Cash Balance		807,221

Attachment: SO Operating Expenditure Report (2885 : Operating Expenditure Reports)

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: Revenue Bond Expenditure Reports

The Revenue Bond Expenditure Reports from each of the Colleges are provided to the Board for information. The Revenue Bond indentures require the submission of periodic financial reports to the Board.

The reports are intended to demonstrate that the Colleges' revenue bond programs are operating at the financial level necessary to provide services to students while maintaining the revenue stream needed to retire the debt obligations. This is reflected in the Colleges' 6-month revenue and expenditures as compared to budgeted amounts.

	Chadron	Peru	Wayne
Revenue	\$3,279,022	\$2,358,650	\$5,682,923
% of Budget	52.40%	42.68%	50.34%
O & M Expenditures	\$1,097,822	\$ 716,819	\$2,108,162
% of Budget	40.10%	44.05%	42.84%

Chadron State and Wayne State's revenue bond activity is generally in line with budgeted amounts. Peru State's revenues are running below the level planned for the fiscal year. The College has prepared projections through fiscal year end and determined its revenue bond program will remain above the required debt service coverage ratios and they are also considering the use of federal Coronavirus Response and Relief (CRRSAA) funds toward lost revenues, if available for that purpose.

The bottom line "Debt Service Coverage Ratios" through the first 6-months of the year are not included because they are impacted by the debt service schedules for each College and do not provide a good reflection of the anticipated debt service coverage for June 30.

ATTACHMENTS:

- CSC Revenue Bond Expenditure Report (PDF)
- PSC Revenue Bond Expenditure Report (PDF)
- WSC Revenue Bond Expenditure Report (PDF)

Chadron State College
Revenue Bond Expenditure Report
For the 6 Months Ending December 31, 2020

Report Period: FY 2021

	Budgeted FY 2021	Year-to-Date FY 2021	Percent of Budget
<u>Revenues:</u>			
Dormitory Rentals	\$ 2,495,160	\$ 1,320,701	52.93%
Apartment/House Rentals	25,000	32,039	128.16%
Facilities Rentals	10,000	-	0.00%
Food Service Contracts	2,610,400	1,324,585	50.74%
Facilities Fees*	903,925	550,030	60.85%
Bookstore Commissions	31,000	14,366	46.34%
Investment/Interest Income	102,000	13,640	13.37%
Other Income	79,750	23,661	29.67%
Total Revenues	\$ 6,257,235	\$ 3,279,022	52.40%
<u>Expenditures:</u>			
FTE 22.8			
Salaries and Benefits	\$ 1,529,550	\$ 609,380	39.84%
Utilities	716,625	272,395	38.01%
Insurance	35,000	50,200	143.43%
Equipment & Furnishings	8,500	-	0.00%
Supplies, Services & Other	263,500	136,972	51.98%
Repairs and Maintenance	184,310	28,875	15.67%
Subtotal - Operations and Maintenance	\$ 2,737,485	\$ 1,097,822	40.10%
Food Service Payments	2,088,320	975,476	46.71%
Debt Service	882,578	771,509	87.42%
Total Expenditures	\$ 5,708,383	\$ 2,844,807	49.84%
Available for Distribution to Subsidiary Funds	\$ 548,852	\$ 434,215	79.11%

Debt Service Coverage Ratio **162.19%**

*All student derived fees

Attachment: CSC Revenue Bond Expenditure Report (2886 : Revenue Bond Expenditure Reports)

Peru State College
Revenue Bond Expenditure Report
For the 6 Months Ending December 31, 2020

Report Period: FY 2021

	Budgeted FY21	Year-to-Date FY21	Percent of Budget
<u>Revenues:</u>			
Residence Hall/Dormitory Rentals	\$ 2,021,943	\$ 748,521	37.02%
Apartment/House Rentals	202,499	69,081	34.11%
Facilities Rentals	-	-	0.00%
Food Service Contracts	2,106,336	911,514	43.27%
Food Service Commissions	-	-	0.00%
Facilities Fees*	1,001,507	504,811	50.41%
Bookstore Commissions/Income	36,969	10,144	27.44%
Parking Fees/Fines	-	-	0.00%
Trustee Investment/Interest Income	129,659	40,871	31.52%
Other Income	27,677	39,872	144.06%
Federal Grants	-	33,836	100.00%
Total Revenues	\$ 5,526,590	\$ 2,358,650	42.68%
<u>Expenditures:</u>			
Total FTE 11.58			
Salaries and Benefits	821,356	397,750	48.43%
Utilities	308,550	142,379	46.14%
Insurance	62,000	61,645	99.43%
Supplies, Services, and Other**	316,335	88,055	27.84%
Repairs and Maintenance	119,006	26,991	22.68%
Subtotal - Operations and Maintenance	\$ 1,627,247	\$ 716,819	44.05%
Food Service Payments	1,825,785	886,318	48.54%
Debt Service	939,111	756,775	80.58%
Total Expenditures	\$ 4,392,143	\$ 2,359,912	53.73%
Available for Distribution			
to Subsidiary Funds	\$ 1,134,447	\$ (1,262)	-0.11%

Debt Service Coverage Ratio **2.21**

*All student derived fees

Attachment: PSC Revenue Bond Expenditure Report (2886 : Revenue Bond Expenditure Reports)

Wayne State College
Revenue Bond Expenditure Report
For the Six Month Period Ending December 31, 2020

Report Date: March 16, 2021

Report Period: July 1, 2020-Dec. 31, 2020

	Budgeted 20-21	Year-to-Date 20-21	Percent of Budget
<u>Revenues:</u>			
Residence Hall/Dormitory Rentals	\$4,771,000	\$2,144,263	44.94%
Facilities Rentals	0	2,813	100.00%
Food Service Contracts	4,517,000	2,536,354	56.15%
Food Service Commissions	85,000	70,739	83.22%
Facilities Fees*	1,491,000	760,406	51.00%
Bookstore Commissions/Income	106,000	60,860	57.42%
Parking Fees/Fines	45,000	25,589	56.86%
Trustee Investment/Interest Income	191,000	47,974	25.12%
Other Income	82,000	33,925	41.37%
Total Revenues	\$11,288,000	\$5,682,923	50.34%
<u>Expenditures:</u>			
Total FTE 61.81			
Salaries and Benefits	\$2,730,580	\$1,016,775	37.24%
Utilities**	1,023,750	311,166	30.39%
Insurance	40,000	60,650	151.63%
Repairs and Maintenance	350,000	211,160	60.33%
Supplies, Services, and Other	777,170	508,411	65.42%
Subtotal - Operations and Maintenance	\$4,921,500	\$2,108,162	42.84%
Food Service Payments	\$2,508,500	\$1,313,138	52.35%
Debt Service	1,394,476	1,146,581	82.22%
Total Expenditures	\$8,824,476	\$4,567,881	51.76%
Available for Distribution to Subsidiary Funds	\$2,463,524	\$1,115,042	45.26%

Debt Service Coverage Ratio**2.77**

*All student derived fees

**All Energy Plant chargebacks not yet completed for July-December 2020

Attachment: WSC Revenue Bond Expenditure Report (2886 : Revenue Bond Expenditure Reports)

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: Fall Occupancy and Income Reports

The Fall Occupancy and Income Reports from each of the Colleges are provided to the Board for information. Board Policy 2101 establishes the timeline for Occupancy and Income Reports.

As required by the bond indentures, the Colleges have provided information on occupancy and the income earned by their revenue bond facilities during fall 2020.

In summary, the following ratios are noted:

	% Residence Hall Bed Occupancy Fall 2020	% Residence Hall Room Occupancy Fall 2019	% Actual Residence Hall Income Fall 2019
Chadron State	58%	79%	59%
Peru State	72%	69%	76%
Wayne State	86%	94%	85%

	Bed Occupancy			Room Occupancy		
	Chadron	Peru	Wayne	Chadron	Peru	Wayne
Fall 11	943	415 ⁽¹⁾	1,380 ⁽²⁾	636	224 ⁽¹⁾	711 ⁽²⁾
Fall 12	871	435	1,386	611	255	743
Fall 13	913	483	1,333	625	273	715
Fall 14	970	478	1,335	681	255	712
Fall 15	941	454	1,282	666	245	699
Fall 16	858	450 ⁽³⁾	1,014 ⁽³⁾	615	217 ⁽³⁾	550 ⁽³⁾
Fall 17	804	428 ⁽⁴⁾	1,056 ⁽⁵⁾	580	222 ⁽⁴⁾	611 ⁽⁵⁾
Fall 18	678	426	1,206	499	227	703
Fall 19	712	498	1,249	516	257	705
Fall 20	713 ⁽⁶⁾	424	1,342	537 ⁽⁶⁾	212	737

⁽¹⁾36 rooms in Morgan Hall were off-line during fall 2011

⁽²⁾Pile Hall rooms were not available due to renovation during fall 2011

⁽³⁾Due to renovation, the residence hall rooms and beds in PSC Delzell and WSC Bowen were not available for occupancy fall 2016

⁽⁴⁾Due to renovation, the residence hall rooms and beds in Clayburn/Mathews were not available for occupancy fall 2017

⁽⁵⁾Bowen Hall bed and room capacity updated for fall 2017 to reflect changes due to renovation

⁽⁶⁾Brooks Hall offline due to Math Science renovation

ATTACHMENTS:

- CSC Fall 2020 Occupancy and Income Report (PDF)
- PSC Fall 2020 Occupancy and Income Report (PDF)

- WSC Fall 2020 Occupancy and Income Report (PDF)

**REVENUE BOND FACILITIES
OCCUPANCY AND INCOME REPORT**

COLLEGE: CHADRON STATE COLLEGE
TERM: FALL 2020

REPORT DATE: January 28, 2021
FINAL REPORT

OCCUPANCY

	Designed Bed Capacity	Actual Bed Capacity	Beds Occupied Fall 2019	Beds Occupied Fall 2020	Percent of Change	Percent Bed Occupancy	Available Room Capacity	Rooms Occupied Fall 2019	Rooms Occupied Fall 2020	Percent Room Occupancy
Residence Hall										
ANDREWS	304	284	147	144	-2.04%	50.70%	148	111	121	81.76%
BROOKS	0	0	0	0	0.00%	0.00%	0	0	0	0.00%
EDNA WING	94	94	48	35	-27.08%	37.23%	49	32	29	59.18%
EDNA WORK	92	92	50	45	-10.00%	48.91%	46	41	37	80.43%
HIGH RISE	400	422	246	271	10.16%	64.22%	218	179	200	91.74%
KENT HALL	304	275	174	181	4.02%	65.82%	151	106	113	74.83%
EAGLE RIDGE	69	69	47	37	-21.28%	53.62%	69	47	37	53.62%
SUBTOTALS	1,263	1,236	712	713	0.14%	57.69%	681	516	537	78.85%

	Apartments Available	Apartments Occupied Fall 2019	Apartments Occupied Fall 2020	Percent of Change	Percent Occupancy
Family Housing					
EDNA WORK WING	0	0	0	0.00%	0.00%
WEST COURT	0	0	0	0.00%	0.00%
SUBTOTALS	0	0	0	0.00%	0.00%
TOTALS	1,263	1,236	712	0.14%	57.69%

ACTUAL INCOME

	Original Design	Present Use	Current Rates	Total Potential Income	Actual Income	Percent of Potential Income
Residence Halls *	1,373	1,236	1853-2756	2,097,699	1,247,024	59.45%
Student Apartments						
Family Housing	16	0		0	0	
Faculty Apartments Summer, Guest Housing & Rentals				30,000	26,874	89.58%
Other						
TOTALS				\$2,127,699	\$1,273,898	59.87%

* Residence Hall rental revenue is less waivers, refunds and receivables. Amounts shown represent actual income collected.

**Brooks is currently offline due to Math Science renovation

**REVENUE BOND FACILITIES
OCCUPANCY AND INCOME REPORT**

COLLEGE: PERU STATE COLLEGE
TERM: Fall 2020

REPORT DATE: March 16, 2021
Final Report

OCCUPANCY

Residence Hall	Designed Bed Capacity	Actual Bed Capacity	Beds Occupied Fall 2019	Beds Occupied Fall 2020	Percent of Change	Percent Bed Occupancy	Available Room Capacity	Rooms Occupied Fall 2019	Rooms Occupied Fall 2020	Percent Room Occupancy
ELIZA MORGAN	148	144	131	114	-12.98%	90.97%	88	71	57	64.77%
DELZELL	146	151	134	100	-25.37%	88.74%	73	68	51	69.86%
CLAYBURN/MATHEWS	120	119	93	73	-21.51%	78.15%	60	47	36	60.00%
DAVIDSON/PALMER	116	116	87	83	-4.60%	75.00%	58	44	41	70.69%
NICHOLAS/PATE	24	60	53	54	1.89%	88.33%	30	27	27	90.00%
SUBTOTALS	554	590	498	424	-14.86%	71.86%	309	257	212	68.61%

Student Apartments	Actual Apartments Available	Beds Occupied Fall 2019	Beds Occupied Fall 2020	Percent of Change	Percent Occupancy	
Oak Hill	10	36	30	19	-58%	52.78%

Family Housing	Actual Apartments Available	Percent of Change	Percent Occupancy
FACULTY	9	8	88.89%
TOTALS	554	609	75.86%

ACTUAL INCOME

	Original Design	Present Use	Current Rates	Total Potential Income	Actual Income	Percent of Potential Income
Residence Halls *	554	424	2372-4142	\$1,209,504	\$922,469	76.27%
Student Apartments	10	10	2021-3543	\$72,756	\$38,399	52.78%
Faculty Apartments	9	9	3702-4848	\$34,170	\$19,928	58.32%
Summer, Guest Housing & Rentals					\$0	
Other					\$790	
TOTALS				\$1,316,430	\$981,586	74.56%

* Residence Hall rental revenue is less waivers, refunds and receivables.

**REVENUE BOND FACILITIES
OCCUPANCY AND INCOME REPORT**

COLLEGE: WAYNE STATE COLLEGE
TERM: FALL 2020

REPORT DATE: MARCH 17, 2021
FINAL REPORT

OCCUPANCY

	Designed Bed Capacity	Actual Bed Capacity	Beds Occupied Fall 2019	Beds Occupied Fall 2020	Percent of Change	Percent Bed Occupancy	Available Room Capacity	Rooms Occupied Fall 2019	Rooms Occupied Fall 2020	Percent Room Occupancy
Residence Hall	165	159	119	120	0.84%	75.47%	66	59	57	86.36%
Anderson Hall	328	306	233	263	12.88%	85.95%	159	141	151	94.97%
Berry Hall	432	420	364	379	4.12%	90.24%	200	188	193	96.50%
Morey Hall	240	231	153	174	13.73%	75.32%	119	94	101	84.87%
Neihardt Hall	185	161	141	146	3.55%	90.68%	91	83	88	96.70%
Pile Hall	142	139	126	130	3.17%	93.53%	75	70	74	98.67%
Terrace Hall	147	140	113	130	15.04%	92.86%	74	70	73	98.65%
SUBTOTALS	1,639	1,556	1,249	1,342	7.45%	86.25%	784	705	737	94.01%

	Apartments Available	Apartments Occupied Fall 2019	Apartments Occupied Fall 2020	Percent of Change	Percent Occupancy
Family Housing					

SUBTOTALS	0	0	0	0	0	0
TOTALS	1,639	1,556	1,249	1,342	7.45%	86.25%

ACTUAL INCOME

	Original Design	Present Use	Current Rates	Total Potential Income	Actual Income	Percent of Potential Income
Residence Halls *	1,639	1,556	\$1721-\$2513	\$ 2,519,336	\$ 2,144,263	85.11%
Student Apartments						
Family Housing						
Faculty Apartments						
Summer, Guest Housing & Rentals				\$ -	\$ -	NA
Other				\$ 29,589	\$ 29,589	100.00%
TOTALS				\$ 2,548,925	\$ 2,173,852	85.29%

*Residence Hall rental revenue is less waivers, refunds and receivables. Amounts shown represent actual income collected.

*Fall 2020 rates were reduced due to compressed term. Rates, potential income, etc has been modified to reflect those revised rates.

Attachment: WSC Fall 2020 Occupancy and Income Report (2887 : Fall Occupancy and Income Reports)

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: Potential Occupancy and Income Reports

Board Policy 8050 requires occupancy/income estimated reports annually. The Fall 2021 and Spring 2022 Potential Occupancy and Income Reports from each of the Colleges are provided to the Board for information.

The attached reports provide the estimated occupancy and related income expected at each College, given certain assumptions. The Colleges are projecting relatively stable occupancies.

Bed occupancy rates are projected for fall 2021 at 58% by CSC, 70% by PSC and 86% by WSC. Room occupancy rates, based on the market demand for private rooms at the Colleges, are projected at 79% for CSC, 67% for PSC and 94% for WSC for the fall 2021 semester.

ATTACHMENTS:

- CSC Potential Occupancy Report - Fall 2021 (PDF)
- CSC Potential Occupancy Report - Spring 2022 (PDF)
- PSC Potential Occupancy Report - Fall 2021 (PDF)
- PSC Potential Occupancy Report - Spring 2022 (PDF)
- WSC Potential Occupancy Report - Fall 2021 (PDF)
- WSC Potential Occupancy Report - Spring 2022 (PDF)

**REVENUE BOND FACILITIES
OCCUPANCY AND INCOME REPORT**

COLLEGE: CHADRON STATE COLLEGE
TERM: FALL 2021

REPORT DATE: January 28, 2021
POTENTIAL REPORT

OCCUPANCY

	Designed Bed Capacity	Actual Bed Capacity	Beds Occupied Fall 2020	Beds Occupied Fall 2021	Percent of Change	Percent Bed Occupancy	Available Room Capacity	Rooms Occupied Fall 2020	Rooms Occupied Fall 2021	Percent Room Occupancy
Residence Hall										
ANDREWS	304	284	144	144	0.00%	50.70%	148	121	121	81.76%
BROOKS	0	0	0	0	0.00%	0.00%	0	0	0	0.00%
EDNA WING	94	94	35	35	0.00%	37.23%	49	29	29	59.18%
EDNA WORK	92	92	45	45	0.00%	48.91%	46	37	37	80.43%
HIGH RISE	400	422	271	271	0.00%	64.22%	218	200	200	91.74%
KENT HALL	304	275	181	181	0.00%	65.82%	151	113	113	74.83%
EAGLE RIDGE	69	69	37	37	0.00%	53.62%	69	37	37	53.62%
SUBTOTALS	1,263	1,236	713	713	0.00%	57.69%	681	537	537	78.85%

	Apartment Available	Apartment Occupied Fall 2020	Apartment Occupied Fall 2021	Percent of Change	Percent Occupancy
Family Housing					
EDNA WORK WING	0	0	0	0.00%	0.00%
WEST COURT	0	0	0	0.00%	0.00%
SUBTOTALS	0	0	0	0.00%	0.00%
TOTALS	1,263	1,236	713	0.00%	57.69%

POTENTIAL INCOME

	Original Design	Present Use	Potential Rates	Total Potential Income	Potential Actual Income	Percent of Potential Income
Residence Halls *	1,373	1,236	2045-2875	2,283,099	1,271,964	55.71%
Student Apartments						
Family Housing						
Faculty Apartments						
Summer, Guest Housing & Rentals				30,000	27,411	91.37%
Other						
TOTALS				\$2,313,099	\$1,299,375	56.17%

* Residence Hall rental revenue is less waivers, refunds and receivables. Amounts shown represent actual income collected.

**Brooks is currently offline due to Math Science renovation

**REVENUE BOND FACILITIES
OCCUPANCY AND INCOME REPORT**

COLLEGE: CHADRON STATE COLLEGE
TERM: SPRING 2022

REPORT DATE: January 28, 2021
POTENTIAL REPORT

OCCUPANCY

	Designed Bed Capacity	Actual Bed Capacity	Beds Occupied Spring 2021	Beds Occupied Spring 2022	Percent of Change	Percent Bed Occupancy	Available Room Capacity	Rooms Occupied Spring 2021	Rooms Occupied Spring 2022	Percent Room Occupancy
Residence Hall										
ANDREWS	304	284	123	123	0.00%	43.31%	148	102	102	68.92%
BROOKS	0	0	0	0	0.00%	0.00%	0	0	0	0.00%
EDNA WING	94	94	30	30	0.00%	31.91%	49	32	32	65.31%
EDNA WORK	92	92	47	47	0.00%	51.09%	46	33	33	71.74%
HIGH RISE	400	422	227	227	0.00%	53.79%	218	174	174	79.82%
KENT HALL	304	275	137	137	0.00%	49.82%	151	89	89	58.94%
EAGLE RIDGE	69	69	32	32	0.00%	46.38%	69	40	40	57.97%
SUBTOTALS	1,263	1,236	596	596	0.00%	48.22%	681	470	470	69.02%

	Apartments Available	Apartments Occupied Spring 2021	Apartments Occupied Spring 2022	Percent of Change	Percent Occupancy
Family Housing					
EDNA WORK WING	0	0	0	0	0.00%
WEST COURT	0	0	0	0%	0.00%
SUBTOTALS	0	0	0	0%	0.00%
TOTALS	1,263	1,236	596	0%	48.22%

POTENTIAL INCOME

	Original Design	Present Use	Potential Rates	Total Potential Income	Potential Actual Income	Percent of Potential Income
Residence Halls *	1,373	1,320	2045-2875	2,331,361	1,209,695	51.89%
Student Apartments N/A						
Family Housing						
Faculty Apartments N/A						
Summer, Guest Housing & Rentals				20,000	12,317	61.59%
Other						
TOTALS				\$2,351,361	\$1,222,012	51.97%

* Residence Hall rental revenue is less waivers, refunds and receivables. Amounts shown represent actual income collected.

**Brooks is currently offline due to Math Science renovation

**REVENUE BOND FACILITIES
OCCUPANCY AND INCOME REPORT**

COLLEGE: PERU STATE COLLEGE
TERM: Fall 2021

REPORT DATE: March 16, 2021
Potential Report

OCCUPANCY

Residence Hall	Designed Bed Capacity	Actual Bed Capacity	Beds Occupied Fall 2020	Beds Occupied Fall 2021	Percent of Change	Percent Bed Occupancy	Available Room Capacity	Rooms Occupied Fall 2020	Rooms Occupied Fall 2021	Percent Room Occupancy
ELIZA MORGAN	148	144	114	112	-1.75%	77.78%	88	57	56	63.64%
DELZELL	146	151	100	98	-2.00%	64.90%	73	51	50	68.49%
CLAYBURN/MATHEWS	120	119	73	71	-2.74%	59.66%	60	36	35	58.33%
DAVIDSON/PALMER	116	116	83	81	-2.41%	69.83%	58	41	40	68.97%
NICHOLAS/PATE	24	60	54	52	-3.70%	86.67%	30	27	26	86.67%
SUBTOTALS	554	590	424	414	-2.36%	70.17%	309	212	207	66.99%

Student Apartments	Actual Apartments Available	Beds Occupied Fall 2020	Beds Occupied Fall 2021	Percent of Change	Percent Occupancy	
Oak Hill	10	36	19	15	-27%	41.67%

Family Housing	Actual Apartments Available	Percent of Change	Percent Occupancy			
FACULTY	9	8	8	0	88.89%	
TOTALS	554	609	468	441	1	72.41%

ACTUAL INCOME

	Original Design	Present Use	Current Rates	Total Potential Income	Actual Income	Percent of Potential Income
Residence Halls *	554	414	2372-4142	\$1,209,504	\$654,848	54.14%
Student Apartments	10	10	2021-3543	\$72,756	\$30,315	41.67%
Faculty Apartments	9	9	3702-4848	\$38,532	\$19,928	51.72%
Summer, Guest Housing & Rentals					\$0	
Other					\$790	
TOTALS				\$1,320,792	\$705,881	53.44%

* Residence Hall rental revenue is less waivers, refunds and receivables.

**REVENUE BOND FACILITIES
OCCUPANCY AND INCOME REPORT**

COLLEGE: PERU STATE COLLEGE
TERM: Spring 2022

REPORT DATE: March 16, 2021
Potential Report

OCCUPANCY

Residence Hall	Designed Bed Capacity	Actual Bed Capacity	Beds Occupied Spring 2021	Beds Occupied Spring 2022	Percent of Change	Percent Bed Occupancy	Available Room Capacity	Rooms Occupied Spring 2021	Rooms Occupied Spring 2022	Percent Room Occupancy
ELIZA MORGAN	148	144	114	111	-2.74%	77.00%	88	57	56	64.13%
DELZELL	146	151	100	97	-2.98%	64.25%	73	51	50	69.16%
CLAYBURN/MATHEWS	120	119	73	70	-3.71%	59.07%	60	36	36	59.40%
DAVIDSON/PALMER	116	116	83	80	-3.39%	69.13%	58	41	41	69.98%
NICHOLAS/PATE	24	60	54	51	-4.67%	85.80%	30	27	27	89.10%
SUBTOTALS	554	590	424	410	-3.33%	69.47%	309	212	210	67.92%

Student Apartments	Actual Apartments Available	Beds Occupied Spring 2021	Beds Occupied Spring 2022	Percent of Change	Percent Occupancy	
Oak Hill	10	36	19	14	-36%	38.89%

Family Housing	Actual Apartments Available	Percent of Change	Percent Occupancy			
FACULTY	9	8	8	0	88.89%	
TOTALS	554	609	468	437	1	71.73%

ACTUAL INCOME

	Original Design	Present Use	Current Rates	Total Potential Income	Actual Income	Percent of Potential Income
Residence Halls *	554	410	2372-4142	\$1,209,504	\$493,139	40.77%
Student Apartments	10	10	2021-3543	\$72,756	\$38,399	52.78%
Faculty Apartments	9	9	3702-4848	\$34,170	\$19,928	58.32%
Summer, Guest Housing & Rentals					\$1,600	
Other					\$711	
TOTALS				\$1,316,430	\$553,777	42.07%

* Residence Hall rental revenue is less waivers, refunds and receivables.

**REVENUE BOND FACILITIES
POTENTIAL OCCUPANCY AND INCOME REPORT**

COLLEGE: WAYNE STATE COLLEGE
TERM: FALL 2021

REPORT DATE: MARCH 17, 2021
POTENTIAL REPORT

OCCUPANCY

	Designed Bed Capacity	Actual Bed Capacity	Actual Beds Occupied Fall 2020	Projected Beds Occupied Fall 2021	Percent of Change	Percent Bed Occupancy	Available Room Capacity	Actual Rooms Occupied Fall 2020	Projected Rooms Occupied Fall 2021	Percent Room Occupancy
Residence Hall	165	159	120	120	0.00%	75.47%	66	57	57	86.36%
Anderson Hall	328	306	263	263	0.00%	85.95%	159	151	151	94.97%
Berry Hall	432	420	379	379	0.00%	90.24%	200	193	193	96.50%
Morey Hall	240	231	174	174	0.00%	75.32%	119	101	101	84.87%
Neihardt Hall	185	161	146	146	0.00%	90.68%	91	88	88	96.70%
Pile Hall	142	139	130	130	0.00%	93.53%	75	74	74	98.67%
Terrace Hall	147	140	130	130	0.00%	92.86%	74	73	73	98.65%
SUBTOTALS	1,639	1,556	1,342	1,342	0.00%	86.25%	784	737	737	94.01%

	Projected Apartments Occupied Fall 2020	Projected Apartments Occupied Fall 2021	Percent of Change	Percent Occupancy
Family Housing				

SUBTOTALS	0	0	0	0	0	0
TOTALS	1,639	1,556	1,342	1,342	0.00%	86.25%

POTENTIAL INCOME

	Original Design	Present Use	Current Rates	Total Potential Income	Actual Income	Percent of Potential Income
Residence Halls *	1,639	1,556	\$2065-\$3030	\$3,133,181	\$2,540,000	81.07%
Student Apartments						
Family Housing						
Faculty Apartments						
Summer, Guest Housing & Rentals				\$0	0	NA
Other				\$30,000	30,000	100.00%
TOTALS				\$3,163,181	\$2,570,000	81.25%

* Residence Hall rental revenue is less waivers, refunds and receivables. Amounts shown represent actual income collected.

Attachment: WSC Potential Occupancy Report - Fall 2021 (2888 : Potential Occupancy and Income

**REVENUE BOND FACILITIES
POTENTIAL OCCUPANCY AND INCOME REPORT**

COLLEGE: WAYNE STATE COLLEGE
TERM: SPRING 2022

REPORT DATE: MARCH 17, 2021
POTENTIAL REPORT

OCCUPANCY

	Designed Bed Capacity	Actual Bed Capacity	Actual Beds Occupied Spring 2020	Projected Beds Occupied Spring 2021	Percent of Change	Percent Bed Occupancy	Available Room Capacity	Actual Rooms Occupied Spring 2020	Projected Rooms Occupied Spring 2021	Percent Room Occupancy
Residence Hall	165	159	121	121	0.00%	76.10%	66	59	59	89.39%
Anderson Hall	328	306	234	234	0.00%	76.47%	159	142	142	89.31%
Berry Hall	432	420	349	349	0.00%	83.10%	200	189	189	94.50%
Bowen Hall	240	231	154	154	0.00%	66.67%	119	93	93	78.15%
Morey Hall	185	161	143	143	0.00%	88.82%	91	88	88	96.70%
Neihardt Hall	142	139	120	120	0.00%	86.33%	75	71	71	94.67%
Pile Hall	147	140	114	114	0.00%	81.43%	74	73	73	98.65%
Terrace Hall										
SUBTOTALS	1,639	1,556	1,235	1,235	0.00%	79.37%	784	715	715	91.20%

	Projected Apartments Occupied Spring 2020	Projected Apartments Occupied Spring 2021	Percent of Change	Percent Occupancy
Family Housing				

SUBTOTALS	0	0	0	0	0	0
TOTALS	1,639	1,556	1,235	1,235	0.00%	79.37%

POTENTIAL INCOME

	Original Design	Present Use	Current Rates	Total Potential Income	Actual Income	Percent of Potential Income
Residence Halls *	1,639	1,556	\$2065-\$3015	\$3,144,182	\$2,102,000	66.85%
Student Apartments						
Family Housing						
Faculty Apartments						
Summer, Guest Housing & Rentals				\$0	0	NA
Other				\$20,000	20,000	100.00%
TOTALS				\$3,164,182	\$2,122,000	67.06%

* Residence Hall rental revenue is less waivers, refunds and receivables. Amounts shown represent actual income collected.

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

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 Awards

- CARES Act Child Care Stabilization Funds (Nebraska Children and Families Foundation - Department of Health and Human Services) -- \$5,550
- CARES Act Child Care Stabilization Funds (Department of Health and Human Services) -- \$1,200
- Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Institutional Funding (U.S. Department of Education) -- \$1,475,445
- Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Emergency Financial Aid Grants for Students (U.S. Department of Education) -- \$540,693
- Nebraska Research Network in Functional Genomics (National Institutes of Health) -- \$2,200

Peru State Awards

- Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Institutional Funding (U.S. Department of Education) -- \$1,324,256
- Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Emergency Financial Aid Grants for Students (U.S. Department of Education) -- \$413,672

Wayne State Application

- Addressing Rural Behavioral Health Needs Through Clinical Placements and Supervision Project (Health Resources and Services Administration [HRSA]) -- \$1,067,689 over 4-year period 7/1/21-6/30/25

Wayne State Awards

- Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Emergency Financial Aid Grants for Students (U.S. Department of Education) -- \$1,260,780
- Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Institutional Funding (U.S. Department of Education) -- \$3,040,257
- Higher Education Emergency Relief Fund - Strengthening Institutions Program (SIP) (U.S. Department of Education) -- \$1,436
- Nebraska Research Network in Functional Genomics (National Institutes of Health) - additional \$2,000

ATTACHMENTS:

- CSC Grant Award CARES Act Child Care Stabilizations (PDF)
- CSC Grant Award CARES Act Child Care DHHS (PDF)
- CSC Grant Award CRRSAA - Institutional (PDF)
- CSC Grant Award CRRSAA - Students (PDF)
- CSC Grant Award NE Research in Genomics (PDF)
- PSC Grant Award CRRSAA - Institutional (PDF)
- PSC Grant Award CRRSAA - Students (PDF)
- WSC Grant Application - Addressing Rural Behavioral Health (PDF)
- WSC Grant Award CRRSAA - Students (PDF)
- WSC Grant Award CRRSAA - Institutional (PDF)
- WSC Grant Award - Higher Ed Emergency Relief Fund Strengthening Institution (PDF)
- WSC Grant Award - Nebraska Research Network (PDF)

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Chadron State College		Date: March 16, 2021
Notice of Intent	Application: X	Accept Award: X
Name of Program: CARES Act Child Care Stabilization Funds		
Funding Source: Nebraska Children and Families Foundation – Dept of Health & Human Services Also indicate if the source is federal, state or private: Federal		
Is this grant a Sub-Award ?		Yes: No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested: \$5,550	Amount Awarded: \$5,550	Funding Period: 3/12/2020 – 12/30/2020 Please indicate specific dates for the grant.
Closing Date for Application Submission: September 30, 2020		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? Yes		Date Approved/Reviewed: 9/25/2020
Does this grant include Indirect Cost Funds for the College's use?		Yes: No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require State Matching Funds ?		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 In-Kind Support ?		Yes: No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility required?		Yes: No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs? N/A		Yes: No:
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: Funds are to meet expenditures and fund items needed to continue serving children during the covid-19 pandemic, which may include salary, cleaning supplies, and classroom supplies. The Child Development Center is an early childhood education center with the purpose to of education CSC students in 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:		
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. James Powell		

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Chadron State College		Date: March 16, 2021
Notice of Intent	Application: X	Accept Award: X
Name of Program: CARES Act Child Care Stabilization Funds		
Funding Source: Department of Health and Human Services Also indicate if the source is federal, state or private: Federal		
Is this grant a Sub-Award?	Yes:	No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested:	Amount Awarded: \$1200	Funding Period: 11/15/2020 - 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 Indirect Cost Funds for the College's use?	Yes:	No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require State Matching Funds?	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 In-Kind Support?	Yes:	No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility required?	Yes:	No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs? N/A	Yes:	No:
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: Funds are to meet expenditures and fund items needed to continue serving children during the covid-19 pandemic, such as, cleaning supplies and classroom supplies. The Child Development Center is an early childhood education center with the purpose to of education CSC students in 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:		
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. James Powell		

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Chadron State College		Date: March 16,2021
Notice of Intent	Application: X	Accept Award: X
Name of Program: Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Institutional Funding		
Funding Source: U.S. Department of Education Also indicate if the source is federal, state or private: Federal		
Is this grant a Sub-Award ?		Yes: No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested:	Amount Awarded: \$1,475,445.00	Funding Period: 5/6/2020 – 5/5/2021 Please indicate specific dates for the grant.
Closing Date for Application Submission:		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board?		Date Approved/Reviewed:
Does this grant include Indirect Cost Funds for the College's use?		Yes: X No:
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require State Matching Funds ?		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 In-Kind Support ?		Yes: No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility 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: Funds may be used to cover any costs associated with significant changes to the deliver of instruction due to Covid. Expansions to remote learning programs, IT support, refunds to students made after March 13, 2020, salaries for staff who assist with necessary changes, etc		
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 with an increase of \$934,807 from the first round.		
Has this grant application been previously denied?		Yes: No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Kari Gaswick		
Administrator responsible for approving the application: Kari Gaswick		

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Chadron State College		Date: March 16,2021
Notice of Intent	Application: X	Accept Award: X
Name of Program: Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Emergency Financial Aid Grants for Students		
Funding Source: U.S. Department of Education Also indicate if the source is federal, state or private: Federal		
Is this grant a Sub-Award ?		Yes: No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested:	Amount Awarded: \$540,693 (second round)	Funding Period: 6/16/2020 – 6/15/2021 Please indicate specific dates for the grant.
Closing Date for Application Submission:		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? No		Date Approved/Reviewed:
Does this grant include Indirect Cost Funds for the College's use?		Yes: No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require State Matching Funds ?		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 In-Kind Support ?		Yes: No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility 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: Funds are expected to go directly to the students for expenses related to the disruption of campus operations due to Covid. May include food, housing, course materials, technology, health care, child care, etc. The student may consent in writing to apply the funds to their student account if they choose.		
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. Slight increase of \$325.		
Has this grant application been previously denied?		Yes: No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Kari Gaswick		
Administrator responsible for approving the application: Kari Gaswick		

Attachment: CSC Grant Award CRRSAA - Students (2889 : 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: March 16,2021
Notice of Intent	Application: X	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 Sub-Award ? Amendment to a Sub-Award		Yes: X No:
If a sub-award, indicate the agency the sub-award is through: University of Nebraska Medical Center		
Amount Requested:	Amount Awarded: \$2200 (Year 1) (Year 6 of sub-award)	Funding Period: 5/1/20 to 4/30/21 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 Indirect Cost Funds for the College's use?		Yes: No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require State Matching Funds ?		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 In-Kind Support ?		Yes: X No:
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility 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: Funding period remains the same, Year 1 Subaward is increased from \$23,799 to \$25,999 to be used for scholar supplies.		
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. James Powell		

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Peru State College		Date: March 16, 2021
Notice of Intent	Application:	Accept Award: X
Name of Program: Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Institutional Funding		
Funding Source: U.S. Department of Education Also indicate if the source is federal, state or private Federal		
Is this grant a Sub-Award ?		Yes: No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested: \$1,324,256	Amount Awarded: \$1,324,256	Funding Period: 05/20/2020 – 05/19/2021 Please indicate specific dates for the grant.
Closing Date for Application Submission: 08/01/2020		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board?		Date Approved/Reviewed: No
Does this grant include Indirect Cost Funds for the College's use?		Yes: X No:
If yes, indicate dollar amount and/or percentage rate allowed: 41%		
Will this grant require State Matching Funds ?		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 In-Kind Support ?		Yes: No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility 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
How many of these are new positions?		New FTE: 0
Briefly describe the purpose(s) of this application/award: This grant will provide funding to reimburse the College for expenses due to COVID-19 and also to award additional student grants.		
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: VP Debbie A. White		
Administrator responsible for approving the application: President Dan Hanson		

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Peru State College		Date: March 16, 2021
Notice of Intent	Application:	Accept Award: X
Name of Program: Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Emergency Financial Aid Grants for Students		
Funding Source: U.S. Department of Education Also indicate if the source is federal, state or private Federal		
Is this grant a Sub-Award ?	Yes:	No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested: \$413,672	Amount Awarded: \$413,672	Funding Period: 05/05/2020 – 05/04/2021 Please indicate specific dates for the grant.
Closing Date for Application Submission:		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board?		Date Approved/Reviewed: No
Does this grant include Indirect Cost Funds for the College's use?	Yes:	No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require State Matching Funds ?	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 In-Kind Support ?	Yes:	No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility 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	
How many of these are new positions?	New FTE: 0	
Briefly describe the purpose(s) of this application/award: This grant will provide funding to students impacted by COVID-19.		
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: VP Debbie A. White		
Administrator responsible for approving the application: President Dan Hanson		

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Wayne State College		Date: March 16, 2021
Notice of Intent	Application: X	Accept Award:
Name of Program: Addressing Rural Behavioral Health Needs Through Clinical Placements and Supervision Project		
Funding Source: Health Resources and Services Administration (HRSA) Also indicate if the source is federal, state or private Federal		
Is this grant a Sub-Award ?	Yes:	No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested: \$1,067,689 over a 4 year period 07/01/2021– 06/30/2025	Amount Awarded:	Funding Period: 07/01/2021-06/30/2025
Closing Date for Application Submission: January 21, 2021		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board?		Date Approved/Reviewed:
Does this grant include Indirect Cost Funds for the College's use?	Yes: X	No:
If yes, indicate dollar amount and/or percentage rate allowed: 8% of Modified Total Direct Costs (MTDC) exclusive of tuition and fees.		
Will this grant require State Matching Funds ?	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 In-Kind Support ?	Yes:	No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility 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: 1.72	
How many of these are new positions?	New FTE: 1.72	
Briefly describe the purpose(s) of this application/award: This proposal seeks to increase access to quality behavioral health services for rural and other high-need and high-demand populations in northeast Nebraska. The project will increase the number of WSC's graduating clinical mental health counselors who will go on to practice in Nebraska. It will also increase the number of CACREP qualified mental health supervisors in the area and it will allow WSC to add one new experiential training site in year's 2, 3 and 4 of the project which will provide a greater number and variety of interprofessional and experiential training opportunities for clinical mental health graduate-level interns. Funding is requested for 1.72 FTE summer faculty salaries and benefits over the four years. Funds are also requested for tuition and fee costs for a three credit hour CACREP supervision course to be taken by the students and clinical supervisors, stipends for the student interns, travel for faculty and supervisors and consultant/supervision services.		
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. Nicholas Shudak, Dean, School of Education & Behavioral Science		
Administrator responsible for approving the application: Ms. Angie Fredrickson, Vice President Administration & Finance		

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Wayne State College		Date: March 16, 2021
Notice of Intent	Application:	Accept Award: X
Name of Program: Coronavirus Response & Relief Supplemental Appropriations Act (CRRSAA) Emergency Financial Aid Grants to Students		
Funding Source: U.S. Department of Education Also indicate if the source is federal, state or private: Federal		
Is this grant a Sub-Award ?		Yes: No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested:\$1,260,780.00	Amount Awarded: \$1,260,780.00 in supplemental funds to bring total award amount to \$2,521,560.00	Funding Period: 04/28/2020-04/27/2021 Please indicate specific dates for the grant.
Closing Date for Application Submission: September 30, 2020		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? Yes		Date Approved/Reviewed: June 16, 2020
Does this grant include Indirect Cost Funds for the College's use?		Yes: No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require State Matching Funds ?		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 In-Kind Support ?		Yes: No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility 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: 0.00
How many of these are new positions?		New FTE: 0.00
Briefly describe the purpose(s) of this application/award: This award provides supplemental funding of \$1,260,780.00 in emergency grants to students with the most significant financial needs due to the COVID-19 pandemic, including students enrolled in exclusively distance education courses, for any component of their cost of attendance or other costs that arise due to coronavirus.		
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: This funding is in addition to the \$1,260,780 in emergency financial aid grants to students, awarded under the CARES Act for the same award period, for expenses related to the disruption of campus operations due to the coronavirus to bring the total funding to \$2,521,560.		
Has this grant application been previously denied?		Yes: No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Ms. Angela Fredrickson, Vice President Administration & Finance		
Administrator responsible for approving the application: Dr. Marysz P. Rames, President Wayne State College		

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Wayne State College		Date: March 16, 2021
Notice of Intent	Application:	Accept Award: X
Name of Program: Coronavirus Response & Relief Supplemental Appropriations Act (CRRSAA) Institutional Funding		
Funding Source: U.S. Department of Education Also indicate if the source is federal, state or private: Federal		
Is this grant a Sub-Award ?	Yes:	No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested:\$1,260,779.00	Amount Awarded: Supplemental funding of \$3,040,257.00 to bring total award amount to \$4,301,036.00	Funding Period: 06/02/2020-06/01/2021 Please indicate specific dates for the grant.
Closing Date for Application Submission: September 30, 2020		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? Yes	Date Approved/Reviewed: June 16, 2020	
Does this grant include Indirect Cost Funds for the College's use?	Yes: X	No:
If yes, indicate dollar amount and/or percentage rate allowed: Institution's negotiated indirect cost rate agreement - 40% of direct salaries and wages including all fringe benefits.		
Will this grant require State Matching Funds ?	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 In-Kind Support ?	Yes:	No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility 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: 0.00	
How many of these are new positions?	New FTE: 0.00	
Briefly describe the purpose(s) of this application/award: This award provides supplemental funding of \$3,040,257 to the institution for defraying expenses associated with coronavirus, carrying out student support activities that address needs related to coronavirus and making additional financial aid grants to students.		
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: This funding is in addition to the \$1,260,779 awarded under the CARES Act for the same award period for reimbursement of costs related to refunds made to students for housing and food service and other covid related expenses resulting from the disruption of campus operations due to coronavirus to bring the total funding to \$4,301,036.		
Has this grant application been previously denied?	Yes:	No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Ms. Angela Fredrickson, Vice President Administration & Finance		
Administrator responsible for approving the application: Dr. Marysz P. Rames, President Wayne State College		

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Wayne State College		Date: March 16, 2021
Notice of Intent	Application:	Accept Award: X
Name of Program: Higher Education Emergency Relief Fund – Strengthening Institutions Program (SIP)		
Funding Source: U.S. Department of Education Also indicate if the source is federal, state or private: Federal		
Is this grant a Sub-Award ?		Yes: No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested:\$123,516.00	Amount Awarded: \$1,436.00 in additional funds to bring total award amount to \$124,712.00.	Funding Period: 06/01/20-06/01/21 Please indicate specific dates for the grant.
Closing Date for Application Submission: August 1, 2020		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? Yes		Date Approved/Reviewed: 06/16/20 and 09/10/20
Does this grant include Indirect Cost Funds for the College's use?		Yes: X No:
If yes, indicate dollar amount and/or percentage rate allowed: Institution's negotiated indirect cost rate agreement – 40% of direct salaries and wages including all fringe benefits.		
Will this grant require State Matching Funds ?		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 In-Kind Support ?		Yes: No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility 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: 0.00
How many of these are new positions?		New FTE: 0.00
Briefly describe the purpose(s) of this application/award: This award provides \$1,436 in additional funding which Wayne State College is eligible for under the Strengthening Institutions Program (SIP) for a total award of \$124,712. The funds will be used to provide financial aid grants to students for expenses related to coronavirus.		
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: This funding is in addition to the \$123,516 initially awarded under the SIP for the same award period for expenses incurred by the institution and/or grants to students due to the coronavirus.		
Has this grant application been previously denied?		Yes: No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Ms. Angela Fredrickson, Vice President Administration & Finance		
Administrator responsible for approving the application: Dr. Marysz P. Rames, President Wayne State College		

NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

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College: Wayne State College		Date: March 16, 2021
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 Sub-Award ?		Yes: X No:
If a sub-award, indicate the agency the sub-award is through: University of Nebraska Medical Center		
Amount Requested: \$272,605 over the 5 year period	Amount Awarded: Additional \$2,000 for award period 5/20-4/21 bringing total to \$40,201	Funding Period: 05/01/2020-04/30/2025
Closing Date for Application Submission:		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? Yes		Date Approved/Reviewed: 01/15/2019
Does this grant include Indirect Cost Funds 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 State Matching Funds ?		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 In-Kind Support ?		Yes: No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is State Maintenance of Effort or Future Fiscal Responsibility 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: 0.48
How many of these are new positions?		New FTE: 0.48
Briefly describe the purpose(s) of this application/award: The additional funds will be used for scholar supplies.		
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 07/15-04/20, 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: No: X
If yes, please state the reason:		
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 - Nebraska Research Network (2889 : Grant Applications and Awards for Information)

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

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. General highlights of noteworthy contracts and change orders for each College include:

- At Chadron State College, the noteworthy contract is for the 309 Task Force funded NPAC North Lawn Steam Line Repair at \$35,000 (not to exceed).
- At Peru State College, there is only a small change order for Residence Life modules.
- At Wayne State College, the contracts of note include hotel rooms for COVID-19 quarantine accommodations, and a large managed print/copy contract. There are also several modest change orders for the Benthack Renovation project.

Individual contracts and change orders for each of the three Colleges and the System Office are included in the attachments, and include the following:

Chadron State Contracts

- Athletics (athletic training, conditioning, nutrition consultation) -- \$0.00 corporate sponsorship
- Andrews Hall (lighting upgrade) -- \$5,963.89
- Athletics (sound system upgrade) -- \$25,572
- Athletics (sound system upgrade) -- \$9,993
- NPAC North Lawn (steam line repair) - not to exceed \$35,000

Peru State Change Order

- Residence Life (2-additional modules) -- \$4,625

Wayne State Contracts

- Morey Hall (provide architectural design services to remodel the existing restroom areas at the north and south sides of the second floor into spaces for one private restroom with shower area and one main restroom with three shower areas each at the north and south sides) -- \$33,900
- Terrace Hall (prepare bidding documents and construction phase services for installation of air conditioning system) -- \$10,000
- Indoor Athletic Complex (prepare construction documents, provide technical specifications, assist with bidding questions and review contractor bids regarding exterior repairs to the building) -- \$19,400
- Residence Life (professional consulting services to augment student housing and

- student center facilities master plan) -- \$17,900
- Off Campus (room rental with Super 8 Motel for quarantined/self-isolated students due to COVID-19) -- \$105,300
- Campuswide (IT cyber security products and services) -- \$127,055 (\$42,351.66 (7)/per year for 3 years)
- Campuswide (comprehensive federal grants consulting) -- \$69,850
- Peterson Fine Arts (provide complete design and construction administration to the addition and partial renovation project) - total not to exceed \$748,600
- Campuswide (managed print/copy contract) - total not to exceed \$911,279.50 (5 year lease contract)

Wayne State Change Orders

- Library (#2-move/reroute conduit line and fire alarm device in order to install columns for canopy) -- \$892
- Benthack Hall (#3-replace stair treads, wall type clarifications in men's room, replace door and door frame, clarification on north entry roof details, modification to window details, and plaster trap relocation) -- \$42,847
- Benthack Hall (#6-add electrical engineering design services for building water softener system rough in [piping and power] and level 1 office changes) -- \$4,100
- Benthack Hall (#4-add base sills, fire sprinkler systems modifications, replacement of backflow preventer, apply window rust conversion coating, miscellaneous structural items, clarification for structural detail, ductwork relocation, and wall hydrant and flush valve types revisions) -- \$17,404
- Benthack Hall (#5-address CMU wall gaps, add CMU wall bracing, installing mineral wool and spray foam at top of CMU walls; modifications to metal panel replacement above southwest entrance, interior signage changes, fur out west wall of corridor 1-02 due to existing building misalignment) -- \$49,649

NSCS Contracts

- Nebraska State College System (media searches) -- \$15,000
- Nebraska State College System (development of Title IX training videos) - not to exceed \$15,750
- Nebraska State College System (provide two virtual presentations on Clery Act and First Amendment on March 15, 2021) -- \$10,000

NSCS Change Orders

- Nebraska State College System & Colleges (#1-add audit of Higher Education Emergency Relief Funds) -- \$6,500
- Nebraska State College System (#2-add creation of two forms and secure login page) -- \$2,625

ATTACHMENTS:

- CSC Contracts and Change Orders (PDF)
- PSC Contracts and Change Orders(PDF)
- WSC Contracts and Change Orders (PDF)

Information Item (ID # 2890)

Meeting of March 17, 2021

- NSCS Contracts and Change Orders (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.

Chadron State College	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Athletics Athletic Training, Conditioning, Nutrition Consultation \$ 0.00 Corporate Sponsorship Monument Health Monument Health Sponsorship Agreement
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Andrews Hall Lighting Upgrade \$5,963.89 Contingency Maintenance Robert’s Electric
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Athletics Sound System Upgrade \$25,572.00 Cash Perfect Wave Productions
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Athletics Sound System Upgrade \$9,993.00 Cash Perfect Wave Productions
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	NPAC North Lawn Steam Line Repair Not to exceed \$35,000. 309 Task Force Rasmussen Mechanical

Attachment: CSC Contracts and Change Orders (2890 : Contracts and Change Orders for Information)

CONTRACTS AND CHANGE ORDERS FOR INFORMATION

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:	Residence Life
No. & Description:	2-Additional Modules
Change Order Amount:	4,625.00
Fund Source:	Cash Funds
Contractor:	StarRez

Attachment: PSC Contracts and Change Orders (2890 : 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.

Wayne State College	
Location on Campus: Contracted Work:	Morey Hall Provide architectural design services to remodel the existing restroom areas at the north and south sides of the second floor into spaces for one private restroom with shower area and one main restroom with three shower areas each at the north and south sides
Contract Amount: Fund Source: Contractor:	\$33,900.00 Contingency Maintenance Jackson-Jackson & Associates, Omaha, NE
Location on Campus: Contracted Work:	Terrace Hall Prepare bidding documents & construction phase services for installation of air conditioning system
Contract Amount: Fund Source: Contractor:	\$10,000.00 Contingency Maintenance Morrissey Engineering, Omaha, NE
Location on Campus: Contracted Work:	Indoor Athletic Complex Prepare construction documents, provide technical specifications, assist with bidding questions & review contractor bids regarding exterior repairs to the building
Contract Amount: Fund Source: Contractor:	\$19,400.00 Contingency Maintenance Erickson Sullivan Architects, Lincoln, NE
Location on Campus: Contracted Work:	Residence Life Professional consulting services to augment student housing & student center facilities master plan
Contract Amount: Fund Source: Contractor:	\$17,900.00 Revenue Bond Wachalski Advisory, Inc.
Location on Campus: Contracted Work:	Off-Campus Room rental with Super 8 Motel for quarantined/self-isolated students due to COVID-19
Contract Amount: Fund Source: Contractor:	\$105,300.00 Revenue Bond Wayne Investments, Wayne, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campuswide IT cyber security products and services \$127,055.00 (\$42,351.66(7)/per year for 3 years) Cash / Revenue Bond Board of Regents of the University of Nebraska
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campuswide Comprehensive federal grants consulting \$69,850.00 Cash McAllister & Quinn, Washington DC
Location on Campus: Contracted Work:	Peterson Fine Arts Provide complete design & construction administration to the addition & partial renovation project
Contract Amount: Fund Source: Contractor:	Total not to exceed \$748,600.00 Cash / LB 309 / Wayne State Foundation Jackson-Jackson & Associates, Inc., Omaha, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campuswide Managed Print/Copy Contract Total not to exceed \$911,279.20 (5 year lease contract) Cash Eakes Office Solutions

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:	Library #2 - Move/reroute conduit line and fire alarm device in order to install columns for canopy \$892.00 Wayne State Foundation L & L Builders, Sioux City, IA
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Benthack Hall #3 – Replace stair treads, wall type clarifications in men’s room, replace door & door frame, clarification on north entry roof details, modification to window details, & plaster trap relocation \$42,847.00 Cash / LB309 / Wayne State Foundation Hausmann Construction, Lincoln, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Benthack Hall #6 - Add electrical engineering design services for building water softener system rough in (piping and power) & level 1 office changes \$4,100.00 Cash / LB309/ Wayne State Foundation LEO A DALY, Omaha, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Benthack Hall #4 – Add base sills, fire sprinkler systems modifications, replacement of backflow preventer, apply window rust conversion coating, miscellaneous structural items, clarification for structural detail, ductwork relocation, and wall hydrant & flush valve types revisions \$17,404.00 Cash / LB 309 / Wayne State Foundation Hausmann Construction, Lincoln, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Benthack Hall #5 – Address CMU wall gaps, add CMU wall bracing, installing mineral wool & spray foam at top of CMU walls; modifications to metal panel replacement above southwest entrance, interior signage changes, fur out west wall of corridor 1-02 due to existing building misalignment \$49,649.00 Cash / LB 309 / Wayne State Foundation Hausmann Construction, Lincoln, NE

Attachment: WSC Contracts and Change Orders (2890 : 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.

Nebraska State College System	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Nebraska State College System Media Searches \$15,000 Cash Critical Mention
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Nebraska State College System Development of Title IX Training Videos Not to exceed \$15,750 Cash Clark Creative Group
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Nebraska State College System Provide Two Virtual Presentations on the Clery Act and the First Amendment on March 15, 2021 \$10,000 Cash The NCHERM Group, LLC

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.

Nebraska State College System	
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Nebraska State College System & Colleges 1-Add audit of Higher Education Emergency Relief Funds \$6,500 Cash BKD
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Nebraska State College System 2-Add Creation of Two Forms and Secure Login Page \$2,625 Cash Proteus

Attachment: NSCS Contracts and Change Orders (2890 : Contracts and Change Orders for Information)

CHANCELLOR INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: **Chancellor's Travel Report**

The Chancellor's Travel Report is provided to the Board for information.

ATTACHMENTS:

- Chancellors Travel Report (PDF)



CHANCELLOR'S TRAVEL REPORT

In accordance with NSCS policy, the Chancellor traveled on:

Date	Total Days of Travel	Destination	Description	Expenses Reimbursed
01/27/2021	1	Peru	Peru State Meetings	\$48.00

Anticipated future travel plans by the Chancellor:

The Chancellor has no travel planned at this time due to the COVID-19 pandemic.

Date	Total Days of Travel	Destination	Description

As of 02/05/2021

Prepared for the March, 2021 Board of Trustees Meeting

COLLEGE INFORMATIONAL ITEMS

March 17, 2021

INFORMATION ONLY: **Proposed Board of Trustees Meeting Schedule**

2021-2022 Proposed Board Meeting Schedule
(Five Meetings Per Year)

SEPTEMBER BOARD OF TRUSTEES MEETING-CHADRON	September 9, 2021 Thursday
NOVEMBER BOARD OF TRUSTEES MEETING-WAYNE	November 11, 2021 Thursday
JANUARY BOARD OF TRUSTEES MEETING-LINCOLN	January 11, 2022 Tuesday
APRIL BOARD OF TRUSTEES MEETING-PERU	April 21-22, 2022 Thursday-Friday
JUNE BOARD OF TRUSTEES MEETING-LINCOLN	June 16, 2022 Thursday

2021-2022 Proposed Board Meeting Schedule
(Five Meetings Per Year Plus a Retreat)

SEPTEMBER BOARD OF TRUSTEES MEETING-CHADRON	September 9, 2021 Thursday
NOVEMBER BOARD OF TRUSTEES MEETING-WAYNE	November 11, 2021 Thursday
JANUARY BOARD OF TRUSTEES MEETING-LINCOLN	January 11, 2022 Tuesday
APRIL BOARD OF TRUSTEES MEETING-PERU	April 21-22, 2022 Thursday-Friday
JUNE BOARD OF TRUSTEES MEETING-LINCOLN	June 16, 2022 Thursday
JULY BOARD OF TRUSTEES RETREAT-NEBRASKA CITY	July 28-29, 2022 Thursday-Friday