



Board of Regents Meeting

Varnier Hall

3835 Holdrege Street

Lincoln, NE, 68583-0745

Board of Regents Meeting

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ADMINISTRATIVE AGENDA

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NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Thursday, December 19, 2019, at 12:00 p.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

When so posted, the full agenda for the meeting will be available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <http://nebraska.edu/board/agendas-and-minutes.html>

A copy of this notice will be delivered to the Lincoln Journal Star, the Omaha World-Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, the Lincoln office of the Associated Press, members of the Board of Regents, and the President's Council of the University of Nebraska.

Dated: December 11, 2019

Carmen K. Maurer
Corporation Secretary
Board of Regents
University of Nebraska

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, Nebraska 68583-0745
Thursday, December 19, 2019
12:00 p.m.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON
DECMEBER 5, 2019

IV. RESOLUTIONS

V. HEARINGS

VI. PUBLIC COMMENT

The Standing Rules of the Board provide that any person who gives 24 hours' notice to the Corporation Secretary of the Board may speak to any item that is not on the agenda. In addition, any person may appear and address the Board of Regents on any item on the agenda for this meeting. Each person will be given up to five minutes to make his or her remarks. Public comment will be limited to a period of 30 minutes.

VII. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. Approve a revised Contract of Employment for Walter E. Carter, Jr. as President of the University of Nebraska for an Initial Term commencing on January 1, 2020, and ending December 31, 2024, as well as service as President-elect for purposes of transition coordination and planning for the period of time commencing December 16, 2019, through December 31, 2019
Addendum VII-A-1

2. Approve creation of a Presidential Transition Committee Addendum VII-A-2

VIII. ADJOURNMENT

TO: Board of Regents
Executive Committee

MEETING DATE: December 19, 2019

SUBJECT: Revised Contract of Employment for Walter E. Carter, Jr. as President of the University of Nebraska

RECOMMENDED ACTION: Approve the Revised Contract of Employment for Walter E. Carter, Jr. as President of the University of Nebraska for an Initial Term commencing on January 1, 2020, and ending December 31, 2024, as well as service as President-elect for purposes of transition coordination and planning for the period of time commencing December 16, 2019, through December 31, 2019.

PREVIOUS ACTION: At its December 5, 2019 meeting, the Board approved the major elements of the contract, subject to non-material revisions to be made following the meeting. They are included in the attached Contract.

EXPLANATION: Approval of this agenda item will approve the attached Contract of Employment for Walter E. Carter, Jr. The major elements of the contract are as follows:

Annual Base Salary: \$934,600

Type of Appointments and Term:

- **Special Appointment** as President from the start of the initial term commencing on January 1, 2020, and ending December 31, 2024, including President-elect transition coordination and planning for the period of time commencing December 16, 2019, through December 31, 2019.

Fringe Benefits: Standard fringe benefits of University employment, including vacation, disability leave, retirement contribution and health insurance.

Fringe Benefits specific to Appointment as President:

- **Deferred Compensation** – 11.5 % of Base Salary
- **Official Residence** – Official Residence and all expenses for maintenance, utilities, and insurance (to be paid from support received from the University of Nebraska Foundation)
- **Interim Housing** – Reasonable interim housing will be provided, pending the readiness of the Official Residence.
- **Moving and Transition Expenses** – The University will pay for reasonable moving expenses, including airfare.

- **Membership/s:** Full privileges or social membership at a country club(s) of the president's choosing as approved by the University of Nebraska Foundation will be provided from support received from the Foundation. Non-University related/personal use will be included as non-wage compensation.
- **Outside Business, Civic and Professional Activities:** Board of Regents approval required for service as a compensated member of any for-profit organization.
- **Activities of the President's Spouse:** Reasonable travel expenses for the president's spouse to participate in selected University events will be paid from support received by the University of Nebraska Foundation or other non-state funds.

Termination: Employment may be terminated for good cause, subject to due process requirements. Termination for reasons other than cause may occur any time upon giving the president reasonable written or verbal notice of no less than 90 days. President may resign with 60 days' notice. For the initial term until December 22, 2022 the President is required to notify the Chair of the Board of Regents prior to discussions concerning his prospective employment for a similar position with another employer and, if leaving to take a competitive position higher education in the same time period, the President is required to pay liquidated damages to the University in the sum of \$1,000,000 within 60 days of resignation.

RECOMMENDED BY:



 Timothy F. Clare
 Chairman, Board of Regents

DATE:

December 11, 2019

CONTRACT OF EMPLOYMENT
Walter E. Carter, Jr.
PRESIDENT OF THE UNIVERSITY OF NEBRASKA

This Contract of Employment (“Contract”) is made by and entered into between **The Board of Regents of the University of Nebraska** (“University”), a public body corporate under the Constitution and Statutes of the State of Nebraska, and **Walter E. Carter, Jr.** (“President Carter”), collectively referred to as the Parties, and shall become effective on December 16, 2019.

Recitals

- A. As recorded in the minutes of the meeting of the University’s governing Board of Regents (the “Board”) held on December 5, 2019, the Board approved the hiring of Walter E. Carter, Jr. to serve as the University’s President.
- B. President Carter has agreed to serve as the University’s President under the terms set forth within this Contract.

Terms

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

Section 1. Term of Employment.

(a) The Term of President Carter’s employment as President of the University commences on January 1, 2020 (“Effective Date”). The “Initial Term” of President Carter’s Contract is five (5) years, ending as of midnight on December 31, 2024. The term may be extended annually by one year if President Carter achieves completion of certain performance-based metrics to be developed separately by the Board and President Carter in their mutual agreement not later than July 1, 2020 and reviewed and updated at the end of each calendar year, including calendar year 2020, thereafter. Throughout this Contract, “Term” shall refer to the Initial Term, including any extension or renewal as provided herein, or termination as provided in Section 15, or as otherwise permitted by law. All prior negotiations and representations between the Parties are hereby expressly integrated into this Contract. Except as otherwise specifically and explicitly provided herein, upon expiration of the Term, all compensation, benefits, perquisites and other privileges provided to President Carter under this Contract shall cease to the full extent permitted by law.

(b) Effective December 16, 2019 through December 31, 2019, President Carter shall be employed by the University as President-elect for purposes of transition coordination and planning. Salary and benefits for such duties shall be as established in Section 2 herein.

Section 2. Salary; Authority and Duties of the President.

(a) In consideration of an annual salary of \$934,600 (such amount to be referred to herein as the “Base Salary”), and any further agreements and considerations hereinafter stated, President Carter agrees to accept employment as the President of the University of Nebraska. President Carter shall be the chief executive officer of the University and shall have charge of the administration of the University of Nebraska with all of the powers and duties incident to the Office of the President as such powers and duties are prescribed by law, the Bylaws of the Board of Regents of the University of Nebraska (“Bylaws”), and policies, rules, regulations, and directives duly adopted by the Board. President Carter shall report to and be accountable to the Board.

(b) At any time during the Term, the annual Base Salary may be increased or decreased by action of the Board, without formal written amendment or modification of this Contract; provided, that such salary shall be decreased only under circumstances where the Board determines that across-the-board salary reductions for all members of the administrative staff are warranted due to budgetary constraints. President Carter’s annual Base Salary shall be paid in twelve (12) equal monthly installments in accordance with the University policies governing the payment of salaries to its all-year academic-administrative staff.

(c) President Carter shall be eligible for performance-based merit pay of up to fifteen percent (15%) of his Base Salary at the end of each full year of employment, the first such year being the end of calendar year 2020. No later than July 1, 2020, the Board and President Carter will develop performance-based metrics per Section 1 of this Contract, such metrics to be reviewed and updated at the end of each calendar year, including calendar year 2020, thereafter. Any performance-based merit pay will not be included in base salary going forward.

Section 3. Professional Staff Appointment Status.

Special Appointment: The professional staff appointment status of President Carter shall be an all-year special appointment in the academic-administrative staff as President of the University of Nebraska, with benefits and under the terms and conditions of employment for members of the academic-administrative staff holding all-year, full-time special appointments as provided in Chapter III of the Bylaws and the rights and responsibilities of professional staff as provided in Chapter IV of the Bylaws.

Section 4. Fringe Benefits.

(a) President Carter shall receive the fringe benefits of University employment, including vacation leave, disability leave, retirement and health insurance benefits, prescribed for other members of the academic-administrative staff holding all-year, full-time appointments. President Carter shall receive such additional fringe benefits relating to his employment as President as may be from time-to-time duly approved and authorized by the Board.

(b) The annual salary and taxable portion of fringe benefits paid to President Carter for his services pursuant to this Contract shall be subject to withholding for state and federal payroll taxes. The University shall (i) determine in accordance with applicable state and federal laws, regulations, orders and rulings the necessary payroll taxes to be withheld and (ii) appropriately withhold necessary amounts for payroll taxes

owed in relation to President Carter's taxable University compensation, regardless of source. The University follows an IRS Audit Closing Agreement approved by the Regents on December 10, 1994, as well as applicable rules and income reporting guidelines from the Internal Revenue Service (IRS) regarding University of Nebraska Foundation payments in support of the University. Individual income and taxable fringe benefits resulting to President Carter are reported as taxable income from the University to the President on the University's regular payroll reporting (W2) form. President Carter shall provide substantiation necessary to follow the applicable rules and income reporting guidelines.

Section 5. Deferred Compensation.

President Carter shall receive deferred compensation as provided in the Deferred Compensation Agreement that is attached as Appendix A to this Contract. The provisions of the Deferred Compensation Agreement are incorporated into and made a part of this Contract.

Section 6. Residence of the President.

(a) As a condition of employment and a requirement in the performance of duties as President of the University, President Carter shall be provided with an Official Residence in accordance with the University's policies and process for non-wage compensation that shall be paid as directed by the University from support received from the University of Nebraska Foundation. All expenses for maintenance, utilities, and insurance for the Official Residence likewise shall be paid by the University from support received from the University of Nebraska Foundation. Such residence shall be kept in a good state of repair, and utilities, maintenance, and fire and extended property and related liability insurance of the interior and exterior of the residence, and maintenance of the grounds on which the residence is located shall be provided at no cost or expense to the President.

(b) Provided that the Official Residence is reasonably habitable, President Carter shall occupy the Official Residence throughout the Term, and the University shall pay reasonable expenses incurred in moving President Carter and his family to the Official Residence from their prior residence location.

(c) If this Contract is terminated prior to the end of the Term, President Carter and his immediate family will be afforded a reasonable period, not exceeding four (4) months, to obtain other residence and move from the Official Residence.

(d) The Executive Committee of the Board of Regents is hereby authorized to administer these Official Residence and housing allowance provisions, including the authority to provide an interim housing allowance and approve moving expenses per University policy (notwithstanding distance requirements) pending acquisition or transition to and from an Official Residence. Public funds shall not be used to perform construction, maintenance or repair work on the personal residence of the President, and University personnel shall not be used for such purpose under any circumstances.

Section 7. Moving and Transition Expenses.

The University will provide funding for reasonable moving expenses of President Carter to Lincoln, Nebraska, including airfare and other reasonable travel and lodging expenses, consistent with University

policy. Reasonable expenses may include multiple trips in consultation with the Board Chair and others as appropriate. Reasonable expenses shall also include support and related expenses if temporary housing is required prior to inhabiting the Official Residence as well as any expenses associated with moving from temporary housing to the Official Residence.

Section 8. Membership(s).

As a condition of employment in the performance of duties as President of the University, President Carter shall have full privileges or social membership at a country club or country clubs of his choosing, provided that the selection of the country club(s) and the membership status thereof shall be acceptable to the University of Nebraska Foundation within its reasonable discretion. Such membership(s) shall be maintained in accordance with the University's policies and process for non-wage compensation that shall be paid as directed by the University's Vice President for Business and Finance from support received from the University of Nebraska Foundation. With respect to club memberships, initiation fees are not considered compensation to the President, since the "beneficial" ownership of the club membership belongs to the University of Nebraska Foundation, as that term is defined by the IRS. The President shall keep and provide to the University and/or the University of Nebraska Foundation records in compliance with the Internal Revenue Code to substantiate legitimate business use of club memberships, in order that annual or periodic club dues may be allocated between personal and business use. Failure to maintain and provide such records shall result in the annual or periodic club dues paid on behalf of the President to be fully taxed and reported as compensation. The value of President Carter's personal use of such membership(s) will be considered taxable income to him and reported to the IRS as required by law.

Section 9. Professional Conduct.

President Carter is expected to exhibit individual leadership to maintain and foster the highest standards of competence, professionalism, leadership, and ethics at the University. President Carter acknowledges that his duties as President include a duty to professionally balance and respect diverse rights, values, and competing interests and that this duty is not strictly limited to his official actions as President or his actions as President at official University settings, but rather also includes all behavior, actions or comments that bring disparagement or otherwise damage the University or the Office of the President, regardless of whether the behavior, actions or comments occur in his personal or professional capacity.

Section 10. Professional Dues and Meetings.

The Board acknowledges that leadership by President Carter in higher education and/or business organizations may advance the interest of the University and encourages President Carter's reasonable (based upon the time commitment involved) participation therein. In addition, President Carter may attend educational conferences, conventions, courses, seminars, and other similar professional growth activities that do not interfere with the performance of his duties as President of the University. The University shall pay or reimburse reasonable expenses in connection therewith, including membership in professional organizations.

Section 11. Outside Business, Civic and Professional Activities.

President Carter shall devote substantially all of his time, attention, and energies to the performance of the duties of the Office of President of the University. The Board contemplates the performance of these duties by President Carter may be advanced by the expenditure of reasonable amounts of time for charitable, civic, service or professional activities. In addition, the expenditure by President Carter of reasonable amounts of time relating to personal or outside business shall not be considered a breach of this Contract, provided such activities do not interfere with President Carter's performance of duties as President of the University. President Carter shall not engage in any outside activity that may be adverse to the best interests of the University, and he shall not serve as a compensated member of the board of directors of any for-profit organization without first obtaining Board approval.

Section 12. Activities of President's Spouse.

From time to time, the President's spouse may participate in and perform an official role in the official social and professional life of the University. Consequently, University of Nebraska Foundation funds or other non-state funds will be allocated to pay reasonable and customary travel expenses for President Carter's spouse to participate in selected official University events in which her participation has a clear official purpose. In addition, travel to official University-related events such as Alumni Association activities and events in other locations may be paid or reimbursed at the discretion of the Alumni Association or the University of Nebraska Foundation. It is understood and agreed that President Carter's spouse may participate in official University activities as the spouse of the President to facilitate President Carter's ordinary and necessary duties as President. It is further understood and agreed that President Carter is expected to entertain for University functions in the Official Residence for University-related activities. President Carter shall provide substantiation as may be necessary to establish a University-related purpose for such activities.

Section 13. Performance Evaluations.

President Carter's professional performance as President of the University shall be evaluated annually by a method that is mutually agreeable to the Board and to President Carter. Such evaluation method shall include the performance-based metrics developed pursuant to Section 1 of this Contract.

Section 14. Confidential Information

In his role as President, President Carter shall have direct and indirect access to the University's confidential business information, trade secrets, intellectual property, proprietary information, and information protected from disclosure under federal and state law ("Confidential Information"). Throughout his employment with the University, and at all times thereafter, President Carter shall not disclose the University's Confidential Information to any third parties unless required to do so by law, unless absolutely necessary to fulfill his duties as President, or unless directed to do so by the Board. If President Carter receives any legal demand to disclose Confidential Information, including without limitation through an order of a court or administrative agency, a subpoena, or a valid public records request, President Carter shall promptly notify the University's General Counsel of the demand.

Section 15. Termination of Employment; Disability or Death.

(a) Termination for Good Cause. The University may terminate the employment of President Carter for good cause prior to the end of the Contract Term based on a majority vote of its Board members. The University shall have good cause to terminate President Carter's employment if he, as determined by the Board, (i) fails to carry out his duties as President in a diligent and professional manner, or otherwise in a manner that meets the Board's expectations, after being afforded a reasonable opportunity to rectify any performance deficiencies, (ii) engages in any misconduct in his role as President or in any personal misconduct outside of his role as President that impairs his ability to continue serving as President, including without limitation any misconduct that entails a violation of civil or criminal laws, an ethical violation, or moral turpitude, (iii) fails to adhere to the directives, bylaws, policies, rules, regulations or practices of the Board or otherwise engages in any conduct that is deemed insubordinate by the Board, or (iv) breaches any of the material terms of this Contract. Prior to taking any vote to terminate President Carter's employment for good cause, the Board shall first inform President Carter in writing of the grounds on which good cause is alleged to be based and provide him with an opportunity for a hearing before the Board. If the Board votes to terminate President Carter's employment for good cause, all duties and obligations under this Contract, including without limitation any obligation to further compensate President Carter for any work not yet performed, shall cease immediately upon the effective date of the termination, with the exception that President Carter's obligation to not disclose Confidential Information or disparage the University shall survive the termination of this Contract.

(b) Disability or Death. Should President Carter be unable to perform his duties as President by reason of disability due to illness or accident, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable or of such a nature as to make performance of his duties impossible, then, subject to President Carter's entitlement to six (6) months disability leave with pay, either Party may terminate this Contract, whereupon the respective rights, duties, and obligations of the Parties hereunder shall cease, and each Party shall be released and discharged from this Contract without further liability to the other. The foregoing provisions of this section shall not apply to any liability the Board may have to President Carter under the Nebraska Worker's Compensation laws or to any benefits that President Carter may be entitled to receive under any disability insurance coverage provided in whole or in part by the Board. In the event of President Carter's death, this Contract shall terminate at the end of the calendar month in which his death occurs. The Board shall be liable to President Carter's personal representative for any accrued and unpaid compensation, together with any other benefits, which shall be payable to President Carter's personal representative by reason of his death.

Section 16. Resignation; Leave of Absence.

(a) Except as otherwise provided in subsection (c) below, President Carter may resign his employment as President prior to the end of the Contract Term, without penalty, by providing the Board with at least sixty (60) calendar days advance written notice of his resignation. The Board and President Carter may mutually agree to waive this sixty (60) calendar day notice requirement, in which case President Carter's resignation shall become as of the date of the waiver. Upon the effective date of President Carter's resignation, all duties and obligations under this Contract, including without limitation any obligation to further compensate President Carter for any work not yet performed, shall cease, with the exception that President Carter's obligations to not disclose Confidential Information or disparage the University shall survive the

termination of this Contract.

(b) Unless notice of termination of employment has been given to President Carter in accordance with Section 15 of this Contract, President Carter, or any person or entity acting on his behalf, shall not engage in discussions or negotiate, directly or indirectly, concerning President Carter's prospective employment by any other employer without first notifying the Chair of the Board of Regents of such discussions or negotiations. The provisions of this subsection 16(b) shall expire effective December 31, 2022.

(c) If President Carter resigns to seek or accept employment in the administration of a higher education or academic institution outside the University, the Parties agree that the University will incur damages in an amount that would be uncertain and not susceptible to exact computation. In light of that, the Parties acknowledge and agree that President Carter shall pay the University the total sum of One Million Dollars (\$1,000,000.00) as liquidated damages, within sixty (60) calendar days following the effective date of his resignation, as a reasonable forecast or approximation of the damages that the University will incur should he resign to seek or accept employment in the administration of a higher education or academic institution outside the University. The Parties have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the significant costs of conducting an employment search for a president; the serious and substantial disruption to the University of his unplanned departure; the reciprocal benefits of an amicable separation including specifically the mutual agreement to refrain from any disparaging or otherwise damaging comments about the University or President Carter; and the serious and substantial devotion of administrative resources in relation to a change of administration, all of which result in damages the amount, nature, and extent of which are difficult to determine and cannot be estimated with certainty. Accordingly, the Parties acknowledge and agree that the amount of liquidated damages payable to the University under this provision is fair and reasonable. The provisions of this subsection 16(c) shall expire effective December 31, 2022.

Section 17. Non-Disparagement.

Following the cessation of President Carter's employment as President for any reason, whether effectuated through a termination, resignation or the natural expiration of the Contract Term, President Carter shall not make any written or oral statements to anyone disparaging, attacking or painting in a negative light the University or any of its campuses, colleges, schools, departments, divisions, regents, faculty, staff, students, stakeholders, services, programs, sports or degrees.

Section 18. Amendments.

This Contract may be amended at any time through a formal, written modification duly approved by the Board and accepted by President Carter. A formal, written modification is not required, however, to effectuate a change to President Carter's Base Salary or his fringe benefits, or to approve performance-based merit pay for him, as all of these actions may be accomplished at any time through official action of the Board without the necessity for a written modification or amendment to this Contract.

Section 19. Governing Law; Severability.

This Contract shall be construed and enforced in accordance with, and is subject to, the laws of the State of Nebraska. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the Contract's remaining provisions.

Section 20. Board Approval and Administrative Provisions.

(a) This Contract is subject to approval by a vote of the Board of Regents according to the University's policies and procedures, which shall be evidenced through the Chair of the Board of Regents' execution of this Contract and an attestation by the Corporation Secretary following a vote at a public meeting of the Board of Regents.

(b) This Contract may be executed in any number of separate counterparts, including by electronic signature of President Carter, each of which executed counterparts shall be deemed an original, and all such counterparts shall together constitute one and the same contract.

(c) All notices contemplated in this Contract shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or, if mailed, three (3) days after the date deposited in the United States Mail, postage prepaid, registered or certified, and return receipt requested. Until changed by written notice, notices shall be given to the Board of Regents at the following address:

The Board of Regents of the University of Nebraska
Corporation Secretary
Varner Hall #132
3835 Holdrege
Lincoln, Nebraska 68583-0745

and such notices shall be given to President Carter at the following address:

President Walter E. Carter, Jr.
9300 Tuscan Court
Lincoln, Nebraska 68520

In witness of this Contract, authorized representatives of each Party have executed this Contract on the dates indicated below.

WALTER E. CARTER, JR.

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

By _____
Walter E. Carter, Jr. Date

By _____
Timothy F. Clare Date
Chair of the Board of Regents

ATTEST:

By _____
Carmen K. Maurer Date
Corporation Secretary

UNIVERSITY OF NEBRASKA DEFERRED COMPENSATION AGREEMENT

This DEFERRED COMPENSATION AGREEMENT (the “Agreement”), effective as of January 1, 2020, is made by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a body corporate under the Constitution and statutes of the State of Nebraska (the “Board” or “University”), and **WALTER E. CARTER, JR.** (“President Carter”).

RECITALS

WHEREAS, the University is an organization described in Section 501(c)(3) of the Internal Revenue Code (“Code”) and, as such, is organized and operated exclusively for charitable and educational purposes; and

WHEREAS, the Board has authorized a deferred compensation program pursuant to Section 457(f) of the Code, to be funded by the University of Nebraska Foundation for Presidents of the University; and

WHEREAS, President Carter is being hired by the Board to serve as President of the University of Nebraska (“President”) on January 1, 2020; and

WHEREAS, the University would suffer loss if President Carter were to accept another offer of employment, and it is thus ordinary, necessary and reasonable to provide President Carter with additional compensation on a deferred basis to induce him to serve and continue to serve as President; and

WHEREAS, the parties have entered into an agreement to provide President Carter with certain deferred compensation benefits, as set forth herein, that shall be in addition to his current compensation and any future increase thereof for merit or cost of living.

NOW, THEREFORE, the University and President Carter hereby agree as follows:

Section 1. Credits to Account. The University shall, during the month of January 2020, credit via cash deposit to a separate account owned by the University, entitled the “President Carter Deferred Compensation Account” (the “Account”), 11.5 percent of President Carter’s first year base salary as President in effect on January 1, 2020 (the “Initial Credit Amount”), which amount shall be attributable to services to be performed by President Carter as President during the calendar year beginning on January 1, 2020 and ending December 31, 2020. For purposes of this Agreement, “Calendar Year” shall mean January 1 to December 31. For each subsequent Calendar Year, if President Carter

continues to serve as President as of January 1 of such Calendar Year, then the University shall, during the month of January of such Calendar Year, credit 11.5 percent of President Carter's annual base salary as President in effect on January 1 of such Calendar Year (the "Annual Credit Amount") to the Account (subject to the termination provision in Section 3(c) herein). Each credit of the Annual Credit Amount to the Account shall be attributable to services to be performed by President Carter as President for the Calendar Year in which the credit is made. Amounts credited to the Account shall be invested by an investment manager as selected by the University from time to time during the existence of the Account. The Account shall be adjusted from time to time, not less than annually, to reflect deemed income received or accrued and deemed gains or losses, if any, realized from investing amounts credited to the Account, and for any investment management fees attributed to such investment. Sums so accumulated or invested shall be held exclusively by and for the benefit of the University, shall be a part of the general assets of the University, subject to the claims of its creditors, and President Carter shall have no current or future enforceable interest therein except as provided in this Agreement.

Section 2. Funding Contingencies. The obligation of the University to credit funds to the Account each Calendar Year shall be subject to the following contingencies:

(a) Termination of Employment. If the employment of President Carter as President is terminated, whether voluntarily or involuntarily, while this Agreement is in effect, then the University shall credit no additional sums to the Account on and after the date of such termination, other than investment earnings or gains earned through the date of such termination. If the termination is voluntary or involuntary for cause, the University shall retain all of the assets credited to the Account and President Carter shall have no further claim to any of the assets credited to the Account or the earnings thereon. If the termination is involuntary not for cause, the Account shall be distributed to President Carter as provided in Section 3(d) herein.

"Termination of Employment" or "Terminates Employment" means the termination of President Carter's employment with the University for reasons other than death or Disability. Whether a Termination of Employment takes place is determined based on the facts and circumstances surrounding the termination of President Carter's employment and whether the University and President Carter intended for President Carter to provide significant services for the University following such termination. A termination of employment will not be considered a Termination of Employment if President Carter continues to provide services for the University (whether as an employee or independent contractor) at an annual rate that is 20 percent or more of the services rendered, on average, during the

immediately preceding three full calendar years of employment (or, if employed less than three years, such lesser period).

President Carter's employment relationship will be treated as continuing intact while President Carter is on military leave, sick leave or other bona fide leave of absence if the period of such leave of absence does not exceed 6 months, or if longer, so long as President Carter's right to reemployment with the University is provided either by statute or by contract. If the period of leave exceeds 6 months and there is no right to reemployment, a Termination of Employment will be deemed to have occurred as of the first date immediately following such 6-month period.

(b) Disability. If President Carter shall become disabled during the term of this Agreement to an extent that he is no longer able to perform his duties as President, no further sums shall be credited to the Account following the date of termination as a result of disability other than investment earnings or gains earned through the date of such termination, and the Account shall be distributed to President Carter as provided in Section 3(e) herein.

(c) Death. If President Carter shall die during the term of this Agreement, no further sums shall be credited to the Account following President Carter' date of death other than investment earnings or gains earned through the date of such termination, and the Account shall be distributed to the personal representative of President Carter's estate as provided in Section 3(f) herein.

Section 3. Vesting, Distribution. The Account shall become vested, and shall be distributed to President Carter, in the following manner:

(a) Vesting/Distribution at End of Third Year of Service. If President Carter shall continue as President through December 31, 2022, all assets credited to the Account by the University through December 31, 2022, including investment earnings attributed on the books of the University thereto through such date, shall vest and shall be distributed, less applicable withholding required by law, to President Carter in a lump sum on or before January 31, 2023.

(b) Vesting/Distributions At Five Years of Service. If President Carter shall continue as President for a period of two additional full Calendar Years through December 31, 2024, all remaining assets credited to the Account by the University during such period, including all investment earnings attributed on the books of the University thereto for such period, shall vest as of December 31 of such second Calendar Year, and shall be distributed (less required withholding) to

President Carter in a lump sum on or before January 31, 2025 following the second such Calendar Year.

(c) Vesting/Distributions After Fifth Year of Service. If President Carter shall continue as President for a period of two additional Calendar Years from and after January 1, 2025, the assets credited to the Account by the University during such period, including all investment earnings attributed on the books and records of the University thereto for such period, shall vest as of December 31 at the end of such second Calendar Year, and shall be distributed (less required withholding) in a lump sum on or before January 31 following such second Calendar Year. For example, if President Carter's service as President extends through December 31, 2026, the assets so credited to the Account through December 31, 2026, including all investment earnings attributed on the books of the University thereto, shall vest on December 31, 2026, and shall be distributed (less required withholding) to President Carter in a lump sum on or before January 31, 2027. This two-year credit/vesting program shall continue for as long as President Carter shall continue to serve as President, unless terminated by the Board upon written notice to President Carter not less than 60 days prior to the beginning of the first Calendar Year of any such two-year credit/vesting period.

(d) Vesting/Distribution Following Involuntary Termination Not For Cause. If the employment of President Carter is involuntarily terminated not for cause while this Agreement is in effect, all of the assets credited to the Account at the time of such termination, including all investment earnings attributed on the books of the University thereto, shall be distributed (less required withholding) to President Carter in a lump sum within 30 days following such date of termination.

(e) Vesting/Distribution Following Disability. In the event that President Carter becomes disabled to an extent that he is no longer able to perform his duties as President, all of the assets credited to the Account shall vest. If President Carter is deemed Disabled, as defined in the following sentence, the assets credited to the Account, including all investment earnings attributed on the books of the University thereto, will be distributed (less required withholding) to President Carter in a lump sum within 30 days following the date of Disability determination. President Carter will be deemed Disabled if President Carter: (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three

months under an accident and health plan covering employees of the University. Medical determination of Disability may be made by either the Social Security Administration or the University. President Carter must submit proof acceptable to the Board of Disability, including, but not limited to, the Social Security Administration's determination.

(f) Vesting/Distribution Following Death. In the event that President Carter shall die while this Agreement is in effect, all of the assets credited to the Account at the time of death, including all investment earnings attributed on the books of the University thereto, shall vest and be distributed (less required withholding) to the personal representative of President Carter's estate in a lump sum within 30 days following President Carter's date of death.

(g) Vesting/Distribution Following Non-Renewal of Contract. If the employment of President Carter is terminated based upon the non-renewal of the Contract for reasons other than those described in Section 4(a)-(e) following the initial 3 year vesting period, all of the assets credited to the Account at the time of such termination shall be distributed (less required withholding) to President Carter in a lump sum within 30 days following such date of termination.

Section 4. Conditions to Distributions. Any distributions to President Carter from the Account are subject to, and contingent upon, the non-occurrence of the following acts or omissions, as determined in good faith by the Board, to wit:

(a) President Carter shall commit any substantial or material violation of the directives, bylaws, policies, rules or regulations of the Board pertaining to his duties as President of the University.

(b) President Carter shall commit any substantial violation of any rule or regulation of the National Collegiate Athletic Association (or any successor organization) that is applicable to the University and its intercollegiate athletic programs.

(c) President Carter shall commit any dishonest or fraudulent act or any misappropriation of funds of the University.

(d) President Carter shall attempt to assign or encumber any benefits or other payments that he may be entitled to receive hereunder prior to the time of actual distribution and receipt.

(e) President Carter shall be a party to or convicted of any act involving moral turpitude or detrimental conduct of sufficient magnitude to reflect discredit upon himself or the University.

In the event that President Carter engages in any one or more of the above specified acts or omissions, then he shall not, in any event, be entitled to receive any benefits from the Account or otherwise, pursuant to this Agreement, and the University shall retain all of the assets therein. President Carter shall retain all assets previously distributed from the Account.

Section 5. No Present Rights. Neither President Carter, his personal representative, heirs, legatees, distributees, or any other person claiming under him shall have any right to commute, encumber, or otherwise dispose of any right to receive payments hereunder, all of which payments and the rights thereto are expressly declared to be non-assignable. In addition, such rights as herein created shall not be subject to execution, attachment, or similar process. Any attempt to assign, transfer, pledge, or otherwise dispose of any such right, interest, or benefit contrary to the provisions of this Agreement, or the levy of any attachment or similar process thereon, shall be null and void and without effect.

Section 6. No Discretionary Powers. President Carter shall take no part whatsoever in the exercise of discretionary powers that are retained by the University pursuant to this Agreement. The University shall incur no liability to President Carter for the manner or method in which the assets of the Account are managed or invested.

Section 7. Intent of Parties. Anything to the contrary notwithstanding, it is the intention of the parties to this Agreement that the Agreement shall create a contractual obligation to make payments as provided herein. The parties do not intend, and this document should not be construed, to establish any trust for the benefit of President Carter or to grant him any beneficial interest in the amounts credited to the separate Account established herein until he is entitled to receive payment thereof, nor shall it be construed as an election on the part of President Carter to defer any current compensation to which he might be otherwise entitled by reason of his current employment by the University.

Section 8. Miscellaneous Provisions.

(a) Entire Agreement, Amendment. This document constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by the parties hereto.

(b) Captions. The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said section.

(c) Binding Effect. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and heirs.

(d) Nebraska Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

(e) No Acceleration or Delay of Distributions. The time or manner of distribution of amounts deferred under this Agreement may not be changed by amendment or otherwise except in conformity with the requirements of Code Section 409A.

(f) Taxes on Distributions. The University or its paying agent shall withhold any taxes that are required to be withheld from the benefits provided under this Agreement. President Carter acknowledges that the University's sole liability regarding taxes is to forward any amounts withheld to the appropriate taxing authority(ies). Further, the University or the paying agent shall satisfy all applicable reporting requirements, including those under Section 409A of the Code and regulations thereunder.

(g) Administration of Agreement. This Agreement shall at all times be administered and the provisions of this Agreement shall be interpreted consistent with the requirements of Section 409A and Section 457 of the Code and any and all regulations thereunder, including such regulations as may be promulgated after the date of this Agreement.

(h) Distributions Upon Income Inclusion Under Code Section 457(f). Notwithstanding any provision in this Agreement to the contrary, upon the occurrence of any event that results in President Carter becoming vested in whole or in part in amounts credited to the Account, as reasonably determined by the Board, the University will permit a lump sum distribution of an amount to pay Federal, state and local income taxes due upon the vesting event, provided that the amount of such payment is not more than an amount equal to the Federal, state, and local income tax withholding that would have been remitted by the University if there had been a payment of wages equal to the income includible by President Carter under Code Section 457(f) at the time of the vesting.

(i) Distribution upon Income Inclusion under Code Section 409A Failure. If this Agreement fails to meet the requirements of Code Section 409A and as a result, some portion of President Carter’s benefit is required to be included in his income, the University will pay President Carter the amount required to be included in his income as a result of such failure and noncompliance and the balance in the Account will be reduced accordingly. If the failure to meet the requirements of Code Section 409A is solely caused by an act or omission by the University (without the participation therein by President Carter) occurring after the date of this agreement, the University agrees to pay President Carter an amount (the “409A Penalty Tax Reimbursement”) that, after withholding for applicable federal and state income taxes, is needed for President Carter to pay the interest and additional tax described in Code Section 409A(a)(1)(B). The 409A Penalty Tax Reimbursement will not include the ordinary federal and state income tax President Carter owes due to the inclusion in his income of amounts payable to him pursuant to this Agreement. President Carter shall notify the General Counsel of the University in writing within 30 days following the date that he has remitted the interest and additional tax described in Code Section 409A(a)(1)(B), showing the amount thereof. If the University is legally obligated to pay the 409A Penalty Tax Reimbursement, the University will pay the 409A Penalty Tax Reimbursement within 60 days following its receipt of such notification.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and which together shall constitute a single document.

IN WITNESS WHEREOF, President Carter and the University have executed this Agreement on the respective dates set forth below to be effective on January 1, 2020.

**The Board of Regents of the
University of Nebraska**

Date

By: _____
Chris Kabourek, Vice President for
Business and Finance

Date

Walter E. Carter, Jr.

TO: Board of Regents
Executive Committee


MEETING DATE: December 19, 2019

SUBJECT: Presidential Transition Committee for Walter E. Carter, Jr.,
President-elect

RECOMMENDED ACTION: Approve creation of a Presidential Transition Committee for
Walter E. Carter, Jr. as President-elect of the University of
Nebraska.

PREVIOUS ACTION: At its December 5, 2019 meeting, the Board approved the
employment of Walter E. Carter, Jr. to be the next President of
the University of Nebraska, with an initial term commencing on
January 1, 2020, and ending December 31, 2024, including
President-elect transition coordination and planning for the
period of time commencing December 16, 2019, through
December 31, 2019.

EXPLANATION: Approval of this agenda item will provide for creation of a
Transition Committee that will advise, assist, and support
President-elect Carter as he assumes his duties as President of
the University of Nebraska.

RECOMMENDED BY: 

Timothy F. Clare
Chairman, Board of Regents

DATE: December 11, 2019

Lincoln, Nebraska
December 5, 2019

The Board of Regents of the University of Nebraska met on December 5, 2019, at 9:05 a.m. in the board room at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advance publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1 (page 186).

In compliance with the provisions of *Neb. Rev. Stat.* § 84-1411, printed notice of this meeting was sent to each member of the Board and was posted in the first floor lobby of Varner Hall. In addition, copies of such notice were sent to the Lincoln Journal Star, Omaha World Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, and the Lincoln office of the Associated Press on November 27, 2019.

Regents present:

Timothy Clare, Chairman
Howard Hawks
Paul Kenney
Elizabeth O'Connor
Bob Phares
Jim Pillen, Vice Chairman
Robert Schafer
Barbara Weitz
Nicole Kent, University of Nebraska at Kearney
Emily Johnson, University of Nebraska-Lincoln
Keith Ozanne, University of Nebraska Medical Center
Aya Yousuf, University of Nebraska at Omaha

University officials present:

Susan M. Fritz, Interim President
David S. Jackson, Interim Executive Vice President and Provost
Carmen K. Maurer, Corporation Secretary
Jeffrey P. Gold, Chancellor, University of Nebraska Medical Center and
University of Nebraska at Omaha
Ronnie D. Green, Chancellor, University of Nebraska-Lincoln
Douglas A. Kristensen, Chancellor, University of Nebraska at Kearney
Christopher J. Kabourek, Vice President for Business and Finance | CFO
Heath M. Mello, Interim Associate Vice President for University Affairs and Director of
State Relations-elect
James P. Pottorff, Vice President and General Counsel

University officials not present:

Michael J. Boehm, Vice President for Agriculture and Natural Resources

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 9:05 a.m. in the boardroom of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska. Attendance is indicated above.

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS

Motion Moved by Yousuf and seconded by Kenney to approve the minutes and ratify the actions of the regularly scheduled meeting on October 25, 2019.

Action Student Opinion: Voting Aye: Kent, Ozanne, Yousuf, and Johnson. Voting Aye: Hawks, Kenney, O'Connor, Phares, Pillen, Schafer, Weitz, and Clare. Motion carried.

Chairman Clare announced the location of the Open Meetings Act in the board room.

IV. KUDOS

Regent Phares presented a KUDOS award to Lowell Neuhaus, Manager of Landscape Services in the office of Facilities Management and Planning at the University of Nebraska at Omaha.

Regent Johnson presented a KUDOS award to Evelyn Grixby, Employee Relations Program Coordinator in Human Resources/Employee Relations at the University of Nebraska Medical Center.

Regent Schafer presented a KUDOS award to Corrie Svehla, Manager of Special Events and Projects/IT Client Services at the University of Nebraska-Lincoln.

Regent Kenney presented a KUDOS award to Katherine Shinn, Office Supervisor in the Department of Music, Theatre, and Dance at the University of Nebraska at Kearney.

V. RESOLUTIONS

None

VI. HEARINGS

None

VII. PUBLIC COMMENT

Dr. Kevin Hanrahan spoke on the topic of employment contract for candidate Walter "Ted" Carter.

Motion Moved by Kent and seconded by Johnson that the Board go into closed 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 subject:

- Personal and job matters of persons who have not requested a public hearing.

Action Student Opinion: Voting Aye: Ozanne, Yousef, Johnson, and Kent. Voting Aye: Kenney, O'Connor, Phares, Pillen, Schafer, Weitz, Clare, and Hawks. Motion carried.

The Board went into closed session at 9:28 a.m. The Board reconvened the open meeting at 11:13 a.m.

VIII. UNIVERSITY CONSENT AGENDA

Regent Clare stated that item VIII-A-2 was pulled and will not be considered on this agenda, but may be considered on a future agenda.

Regent Hawks requested that item VIII-B-1 be moved to the administrative agenda.

Motion Moved by Kenney and seconded by Phares to approve items VIII-A-1, and VIII-B-2

A. ACADEMIC AFFAIRS

University of Nebraska

VIII-A-1 President's Personnel Recommendation

B. BUSINESS AFFAIRS

University of Nebraska

VIII-B-2 Authorize the President to finalize, execute and deliver the attached form of Amended and Restated Purchase Agreement related to the facilities known generally as Scott Village and Scott Court at the University of Nebraska at Omaha

Action Student Opinion: Voting Aye: Yousuf, Johnson, Kent, and Ozanne. Voting Aye: O'Connor, Phares, Pillen, Schafer, Weitz, Clare, Hawks, and Kenney. Motion carried.

IX. UNIVERSITY ADMINISTRATIVE AGENDA

University of Nebraska ---Executive Committee

Motion Moved by Clare and seconded by Phares to approve item IX-A-1, as follows:

To approve a contract for Walter "Ted" Carter consistent with the material terms of the agenda item; provided that the Chair, Interim President and General Counsel are authorized to make revisions that do not materially impact the terms of the contract; and further provided that the Board will meet as soon as is reasonably advisable to ratify the final contract and such revisions.

IX-A-1 Approve the Contract of Employment for Walter E. Carter, Jr. as President of the University of Nebraska for an Initial Term commencing on January 1, 2020, and ending December 31, 2024, as well as service as President-elect for purposes of transition coordination and planning for the period of time commencing December 16, 2019, through December 31, 2019

Action Student Opinion: Voting Aye: Johnson, Kent, Ozanne, and Yousuf. Voting Aye: Phares, Pillen, Schafer, Weitz, Clare, Hawks, and Kenney. Voting Nay: O'Connor. Motion carried.

A. ACADEMIC AFFAIRS

University of Nebraska-Lincoln

- Motion Moved by Phares and seconded by Schafer to approve item IX-A-2
- IX-A-2 Approval is requested to create the Bachelor of Science in Regional and Community Forestry in the School of Natural Resources in the College of Agricultural Sciences and Natural Resources at UNL
- Action Student Opinion: Voting Aye: Kent, Ozanne, Yousuf, and Johnson. Voting Aye: Pillen, Schafer, Weitz, Clare, Hawks, Kenney, O'Connor, and Phares. Motion carried.
- Motion Moved by Hawks and seconded by Schafer to approve item IX-A-3
- IX-A-3 Approval is requested to establish the Master of Science and Doctor of Philosophy degrees in Plant Pathology in the Department of Plant Pathology in the College of Agricultural Sciences and Natural Resources at UNL
- Action Student Opinion: Voting Aye: Ozanne, Yousuf, Johnson, and Kent. Voting Aye: Schafer, Weitz, Clare, Hawks, Kenney, O'Connor, Phares, and Pillen. Motion carried.
- Motion Moved by Ozanne and seconded by Johnson to approve item IX-A-4
- IX-A-4 Approval is requested to create the School of Global Integrative Studies by merging the Department of Anthropology and programs in Geography and Global Studies in the College of Arts and Sciences at UNL
- Action Student Opinion: Voting Aye: Yousuf, Johnson, Kent, and Ozanne. Voting Aye: Weitz, Clare, Hawks, Kenney, O'Connor, Phares, Pillen, Schafer. Motion carried.

B. BUSINESS AFFAIRS

University of Nebraska

- Motion Moved by Weitz and seconded by Phares to approve VIII-B-1
- VIII-B-1 Delegate to the President the authority, following consultation with the Executive Committee, to approve nominations for appointments to the Board of Directors of Nebraska Medicine
- Regents Weitz and Phares accepted a friendly amendment from Regent Hawks. Recommended action is to read:
- Delegate to the President the authority, following interaction with the Board of Regents and the UNMC Chancellor to approve nominations for appointments to the Board of Directors of Nebraska Medicine.
- Action Student Opinion: Voting Aye: Yousuf, Johnson, Kent, and Ozanne. Voting Aye: Weitz, Clare, Hawks, Kenney, O'Connor, Phares, Pillen, and Schafer. Motion carried.

Residence Hall Room and Board Rates

- Motion Moved by Phares and seconded by Ozanne to approve items IX-B-1 and IX-B-4 together
- IX-B-1 Approve the Residence Hall Room and Board Rates for Academic Years 2020-21 through 2022-23 at the University of Nebraska-Lincoln
- IX-B-2 Approve the Residence Hall Room and Board Rates for Academic Years 2020-21 through 2022-23 at the University of Nebraska at Omaha
- IX-B-3 Approve the Residence Hall Room and Board Rates for the Academic Years 2021-23 at the University of Nebraska at Kearney
- IX-B-4 Approve the Residence Hall Room and Board Rates for the Academic Years 2021-23 at the Nebraska College of Technical Agriculture
- Action Student Opinion: Voting Aye: Johnson, Kent, Ozanne, and Yousuf. Voting Aye: Clare, Hawks, Kenney, O'Connor, Phares, Pillen, Schafer, and Weitz. Motion carried.

University of Nebraska

- Motion Moved by Phares and seconded by Kenney to approve items IX-B-5
- IX-B-5 Approve execution of a Standard Form Construction Agreement for Mabel Lee Hall Replacement at UNL
- Action Student Opinion: Voting Aye: Kent, Ozanne, Yousuf, and Johnson. Voting Aye: Hawks, Kenney, O'Connor, Phares, Pillen, Schafer, Weitz, and Clare. Motion carried.
- Motion Moved by Phares and seconded by Kenney to approve items IX-B-6
- IX-B-6 Approve amendments to section 3.2.7 of the *Policies of the Board of Regents (the "Policies")* related to self-insurance coverage
- Action Student Opinion: Voting Aye: Ozanne, Yousuf, Johnson, and Kent. Voting Aye: Kenney, O'Connor, Phares, Pillen, Schafer, Weitz, Clare, and Hawks. Motion carried.

University of Nebraska at Kearney

- Motion Moved by Kenney and seconded by Hawks to approve items IX-B-7
- IX-B-7 Approve a ground lease agreement and an operations agreement to construct and lease a tennis recreation facility with the City of Kearney
- Action Student Opinion: Voting Aye: Yousuf, Johnson, Kent, and Ozanne. Voting Aye: O'Connor, Phares, Pillen, Schafer, Weitz, Clare, Hawks, and Kenney. Motion carried.

University of Nebraska-Lincoln

- Motion Moved by Phares and seconded by Pillen to approve items IX-B-8

- IX-B-8 Approve the Program Statement for Barkley Memorial Center Expansion and Renovation at UNL
- Action Student Opinion: Voting Aye: Johnson, Kent, Ozanne, and Yousuf. Voting Aye: Phares, Pillen, Schafer, Weitz, Clare, Hawks, Kenney, and O'Connor. Motion carried.
- Motion Moved by Phares and seconded by Hawks to approve item IX-B-9
- IX-B-9 Waive the provisions of *Board of Regents Policy* RP-6.2.7.6.b. and approve the naming of the Phase 2 College of Engineering Building, "Kiewit Hall" at the University of Nebraska-Lincoln
- Action Student Opinion: Voting Aye: Kent, Ozanne, Yousuf, and Johnson. Voting Aye: Pillen, Schafer, Weitz, Clare, Hawks, Kenney, O'Connor, and Phares. Motion carried.
- Motion Moved by Clare and seconded by Pillen to approve item IX-B-10
- IX-B-10 Approve the naming of the Nebraska Gymnastics facility at the University of Nebraska-Lincoln (UNL) the "Francis Allen Training Complex", pursuant to *Board of Regents Policy* RP-6.2.7.3.c
- Action Student Opinion: Voting Aye: Ozanne, Yousuf, Johnson, and Kent. Voting Aye: Schafer, Weitz, Clare, Hawks, Kenney, O'Connor, Phares, and Pillen. Motion carried.

C. FOR INFORMATION ONLY

- IX-C-1 University of Nebraska Strategic Planning Framework
- IX-C-2 University of Nebraska Strategic Framework Accountability Measures
- IX-C-3 Calendar of establishing and reporting accountability measures
- IX-C-4 University of Nebraska Strategic Dashboard Indicators
- IX-C-5 Board of Regents agenda items related to the University of Nebraska Strategic Framework

D. REPORTS

- IX-D-1 Strategic Framework Report on International Student Enrollment
- IX-D-2 Strategic Framework Report on Distance Education
- IX-D-3 Fall 2019 Enrollment Report
- IX-D-4 Strategic Framework Report on Enrollment [1-b-i], Top 25% [3-b-1] and Nonresident Undergraduate Enrollment [3-c-i]
- IX-D-5 Expedited Approval of the Forensic Anthropology Graduate Certificate in the Department of Anthropology in the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL)

IX-D-6 Expedited Approval of the World Language Teaching: Spanish Graduate Certificate in the Department of Teaching, Learning, and Teacher Education in the College of Education and Human Sciences at the University of Nebraska-Lincoln (UNL)

IX-D-7 Bids and Contracts

Chairman Clare accepted the reports on behalf of the Board.

X. ADDITIONAL BUSINESS

None

XI. ADJOURNMENT

There being no further business, the meeting was adjourned by Chairman Clare at 11:51 a.m.

Respectfully submitted,

Carmen K. Maurer
Corporation Secretary

Timothy F. Clare
Chairman of the Board

ATTACHMENT 1



NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Thursday, December 5, 2019, at 9:00 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

When so posted, the full agenda for the meeting will be available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <https://nebraska.edu/regents/agendas-minutes>

A copy of this notice will be delivered to the Lincoln Journal Star, the Omaha World-Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, the Lincoln office of the Associated Press, members of the Board of Regents, and the President's Council of the University of Nebraska.

Dated: November 27, 2019

Carmen K. Maurer
Corporation Secretary
Board of Regents
University of Nebraska

Board of Regents

Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.3906 | FAX: 402.472.1237 | nebraska.edu/regents