

**CONTRACT OF EMPLOYMENT**  
**Ronald D. Green, Ph.D.**  
**CHANCELLOR OF THE UNIVERSITY OF NEBRASKA-LINCOLN**

THIS CONTRACT OF EMPLOYMENT (Agreement) is made by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate under the Constitution and Statutes of the State of Nebraska, and governing body of the University of Nebraska-Lincoln, hereinafter referred to as the "University" or "UNL" and, Ronald D. Green, Ph.D., hereinafter referred to as "Chancellor Green." The date of this Agreement is the date on which it is accepted and signed by Chancellor Green as hereinafter provided.

**WITNESSETH:**

In accordance with the action taken by the President and approved by the University's Board of Regents (the Board) as recorded in the minutes of the meeting of the Board held on the May 25, 2016, the University hereby agrees to employ Chancellor Green, and Chancellor Green hereby agrees to accept employment as Chancellor of the University of Nebraska-Lincoln (UNL), subject to the terms set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Section 1. Term of Employment.**

Chancellor Green's employment as Chancellor of UNL commences on July 1, 2016 (Effective Date) and is subject to Termination (Section 16) or Resignation (Section 17) as provided in this Agreement. For clarification, references to "annual" or "annually" in this Agreement operate on the University's fiscal year ending on June 30 of each year. All prior negotiations and representations between the parties are hereby expressly integrated into this Agreement. Except as otherwise specifically and explicitly provided herein, upon expiration of the term, all compensation, benefits, perquisites and other privileges provided to Chancellor Green under this Agreement shall cease to the full extent permitted by law.

**Section 2. Salary; Authority and Duties of the Chancellor.**

(a) In consideration of an annual salary of \$464,000 (\$430,000 Base Salary, plus housing and vehicle allowance below) effective July 1, 2016 and the further agreements and considerations hereafter stated, Chancellor Green agrees to accept employment as the Chancellor of UNL. Chancellor Green is appointed by the President and approved by the Board of Regents of the University of Nebraska. Chancellor Green reports to the President and through the President to the Board of Regents. Chancellor Green is the chief executive officer of the UNL campus who also serves as a vice president of the University of Nebraska and has charge of the administration of UNL with all the powers and duties incident to the Office of the UNL



Chancellor 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.

(b) At any time during this Agreement, the annual Base Salary may be increased or decreased, in accordance with the terms hereof, without written amendment or modification of this Agreement; 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. Such annual Base Salary shall be paid in twelve (12) equal monthly installments in accordance with the policies of the University governing payment of salary to other members of its all-year academic-administrative staff.

### **Section 3. Professional Staff Appointments.**

(a) Special Appointment: The professional staff appointment status of Chancellor Green shall be an exempt (salaried) special appointment to the academic administrative staff of UNL as Chancellor 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.

(b) Continuous/Academic Appointment: Chancellor Green will retain his academic year continuous appointment (tenured) at the rank of Professor in the Institute of Agriculture and Natural Resources, Department of Animal Science within the College of Agricultural Sciences and Natural Resources. Upon exercise of retreat rights to the faculty, Chancellor Green's salary will be set at a level no less than the average of the three highest paid faculty members in the Institute of Agriculture and Natural Resources, together with standard University benefits.

### **Section 4. Fringe Benefits.**

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

(b) The annual salary and taxable portion of fringe benefits paid to Chancellor Green for his services pursuant to this Agreement 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 owing on account of the University salary and the University and the University of Nebraska Foundation fringe benefits paid to Chancellor Green. 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 regarding University of Nebraska Foundation payments in support of the University. Individual income and taxable fringe benefits resulting to Chancellor Green are reported as taxable income from the University to the Chancellor on the University's regular payroll reporting (W2) form. Chancellor Green shall provide substantiation necessary to follow the applicable rules and income reporting guidelines.

#### **Section 5. Deferred Compensation.**

Chancellor Green shall receive deferred compensation as provided in the Deferred Compensation Agreement attached hereto as Appendix A.

#### **Section 6. Residence of the Chancellor.**

(a) As Chancellor of UNL, Chancellor Green's compensation as stated in Section 2 includes an annual housing allowance of \$24,000 annually in accordance with the University's policies and process for non-wage compensation.

(b) Public funds shall not be used to perform construction, maintenance, or repair work on the personal residence of a Chancellor and University personnel shall not be used for such purpose under any circumstances.

#### **Sections 7 – 9. Reserved.**

#### **Section 10. Automobile.**

As a condition of employment and in the performance of duties as Chancellor of UNL, Chancellor Green's compensation in Section 2 includes an annual vehicle allowance of \$10,000 in accordance with the University's policies and process for non-wage compensation.

#### **Section 11. Professional Conduct.**

Chancellor Green is expected to exhibit individual leadership to maintain and foster the highest standards of competence, professionalism and ethics at the University. Chancellor Green acknowledges that his responsibilities as Chancellor 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 Chancellor or the official settings afforded as Chancellor of UNL for any matters where his actions or comments bring disparagement or otherwise damage the University or the Office of the Chancellor of UNL.

#### **Section 12. Professional Dues and Meetings.**

The Board acknowledges that leadership by Chancellor Green in higher education and/or business organizations may advance the interests of the University and encourages Chancellor Green's reasonable (based upon the time commitment involved) participation

therein. In addition, Chancellor Green may attend educational conferences, conventions, courses, seminars and other similar professional growth activities which do not interfere with the performance of his duties as Chancellor of UNL, and reasonable expenses in connection therewith, including membership in professional organizations, shall be paid by the University.

### **Section 13. Outside Business, Civic and Professional Activities.**

Chancellor Green shall devote substantially all of his time, attention and energies to performance of the duties of the Office of Chancellor of UNL. The Board contemplates the performance of these duties by Chancellor Green may be advanced by the expenditure of reasonable amounts of time for charitable, civic, service or professional activities. In addition, the expenditure by Chancellor Green of reasonable amounts of time relating to personal or outside business shall not be considered a breach of this Agreement, provided such activities do not interfere with Chancellor Green's performance of duties as Chancellor of UNL. Chancellor Green shall not engage in any outside activity which may be adverse to the best interest 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 approval to do so.

### **Section 14. Activities of Chancellor's Spouse.**

The Chancellor's spouse plays an important role in the 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 Chancellor Green's spouse to participate in selected University events normally being one or two meetings each year. In addition, spousal travel to other University related events such as Alumni Association activities may be paid for at the discretion of the Alumni Association or the University of Nebraska Foundation. It is understood and agreed that Chancellor Green's spouse may be expected to participate in University activities as the spouse of the Chancellor to facilitate the Chancellor's ordinary and necessary duties as Chancellor. It is further understood and agreed that Chancellor Green and his spouse are expected to entertain for University functions for University related activities, including events at the Chancellor's residence. Chancellor Green shall provide substantiation as may be necessary to establish a University related purpose for such activities.

### **Section 15. Performance Evaluations.**

Chancellor Green's professional performance as Chancellor of UNL shall be evaluated by a method that is mutually agreeable to the President and Chancellor Green.

### **Section 16. Termination of Employment.**

(a) Termination for Good Cause. A majority of the members of the Board qualified to serve and vote may for Good Cause, as hereinafter defined, terminate the employment of Chancellor Green as Chancellor of UNL. For the purposes of this Agreement the term "Good Cause" shall mean: (1) gross neglect of duty, (2) insubordination to the Board, or (3) other personal or

professional misconduct which substantially interferes with Chancellor Green's continued performance of his duties as Chancellor. The Board shall not act to terminate Chancellor Green's employment as Chancellor for Good Cause unless the Board shall first give Chancellor Green written notice of the grounds alleged to constitute such Good Cause for termination of his employment as Chancellor, and an opportunity for a due process hearing before the Board with respect thereto. In the event of termination of Chancellor Green's employment as Chancellor for Good Cause, this Agreement and all compensation and benefits provided to Chancellor Green as consideration for his employment as Chancellor shall terminate; provided, however, Chancellor Green's continuous appointment (tenured) as Professor IANR, Animal Science, and all attendant rights, interests and responsibilities relating to employment in such tenured faculty positions and his salary in the amount provided in the last sentence of Section 3 (b) hereof will not be affected by such termination and will continue unless the same shall also be terminated for reasons of adequate cause as provided in the Bylaws.

(b) Termination of Employment for Reasons Other than for Good Cause. The parties agree that the University shall have the right to terminate Chancellor Green's employment hereunder for reasons other than for Good Cause upon giving Chancellor Green reasonable written or verbal notice of termination of not less than 90 days, as such reasonableness may be determined by the University in its discretion and exercise of good faith.

#### **Section 17. Resignation; Leave of Absence.**

(a) Except as provided in subsection (d) below to seek or accept other employment in University or Higher Education administration outside the University, Chancellor Green may resign from his employment as Chancellor without penalty upon giving the Board at least forty-five (45) days advance written notice of such resignation, in which event this Agreement shall terminate on the effective date of resignation. The Board and Chancellor Green may mutually agree to waive the forty-five (45) day notice of resignation requirement of this section, and upon such mutual waiver, Chancellor Green's resignation shall take effect immediately.

(b) If after five or more years of service as Chancellor, Chancellor Green shall terminate his employment from the Office of Chancellor for a reason other than retirement, termination for Good Cause under Section 16, or taking another position outside of the University, immediately following his service as Chancellor. Chancellor Green shall be entitled to a six-month professional development leave at his then current full Base Salary (or 12 months at one-half his then current Base Salary, at Chancellor Green's election). If Chancellor Green serves as Chancellor for 10 or more years, Chancellor Green shall be entitled to a professional development leave at his then current full Base Salary for 12 months, subject to the same conditions and restrictions. The purpose of such leave shall be for professional development. Such leave shall have no pay-back requirements unless Chancellor Green is physically and mentally able to, but does not, commence in his tenured faculty position after such leave, and, except for retirement, termination for good cause, or taking another position outside of the University, such leave shall not be conditioned in any manner upon the circumstances of Chancellor Green's termination of employment from the Office of Chancellor. Upon conclusion

of such professional development leave Chancellor Green shall be employed by the University in his tenured faculty position as provided in Section 3(b) hereof. In the event Chancellor Green is physically and mentally able to, but does not, commence his tenured faculty position after the professional development leave, he shall repay the University the salary paid to him during such leave.

(c) Unless notice of termination of employment has been given to Chancellor Green in accordance with Section 16 of this Agreement, Chancellor Green, or any person or entity acting on behalf of Chancellor Green, shall not engage in discussions or negotiate, directly or indirectly, concerning Chancellor Green's prospective employment by any other employer without first notifying the President of such discussions or negotiations. The provisions of this subsection 17(c) expire effective 3 years after July 1, 2016.

(d) In the event that Chancellor Green resigns in order to seek or accept other employment in University or Higher Education administration outside the University, the parties agree that the damages incurred by the University would be uncertain and not susceptible to exact computation. Accordingly, it is understood and agreed that any and all claims which may arise in the University's favor against Chancellor Green as a result of Chancellor Green's resignation in order to seek or accept such other employment, shall be strictly and solely limited to an amount of liquidated damages in the sum of \$250,000 which shall be paid to the University within sixty (60) days following the effective date of Chancellor Green's resignation. The parties have bargained for and agreed to the forgoing liquidated damages provisions, giving consideration to the significant costs of conducting an employment search for a Chancellor; the serious and substantial disruption to the University; 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 Chancellor Green; and the serious and substantial devotion of administrative resources in relation to a change of administration; all these result in damages extremely difficult to determine with certainty. The parties agree that payment to the University of the liquidated damages provided above shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by the University as a result of Chancellor Green's departure for another Higher Education-related employment opportunity. The provisions of this subsection 17(d) expire effective 3 years after July 1, 2016.

#### **Section 18. Amendments.**

This Agreement may be amended at any time by written instrument duly approved by the Board and accepted by Chancellor Green; provided, however, no such written instrument shall be required for any changes in Chancellor Green's Base Salary, as provided herein, or to the fringe benefits of his employment as Chancellor, either of which may be accomplished at any time by official action of the Board without the necessity for written modification or amendment hereof.

## **Section 19. Governing Law; Severability.**

This Agreement shall be construed and enforced in accordance with, and is subject to, the laws of the State of Nebraska without regard to its choice of law provisions. If any portion of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions hereof.

## **Section 20. Board Approval and Administrative Provisions.**

(a) This Agreement is subject to approval by vote of the full Board of Regents according to the University's policies and procedures which shall be established by the execution hereof by the signature of the President attested by the Corporation Secretary following the vote at a public meeting of the Board of Regents.

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

(c) All notices contemplated in this Agreement 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  
University of Nebraska  
Varner Hall  
3835 Holdrege  
Lincoln, NE 68583  
(402) 472-3906

and such notices shall be given to Chancellor Green at the following address:

Chancellor Ronald D. Green, Ph.D.  
University of Nebraska-Lincoln  
201 Canfield Administration Building  
Lincoln, NE 68588-0419  
(402) 472-2116

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

Executed this 11 day of July, 2016, by the President and by the Corporation Secretary as the duly authorized representatives of the Board of Regents.

ATTEST:

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA

By



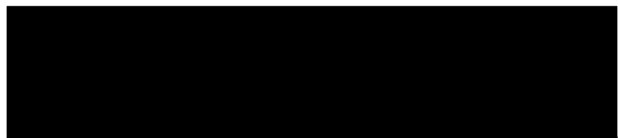
Corporation Secretary

By:



President Hank Bounds

Accepted and agreed by Chancellor Green on this 11 day of July, 2016.



Ronald D. Green, Ph.D.