

NOTICE OF MEETING

The Board of Regents of the University of Nebraska will meet on Monday, August 19, 2019, at 12:00 pm in the Board Room, 3835 Holdrege Street, Lincoln, Nebraska.

The meeting will be held in a closed session pursuant to the provisions of the Nebraska Open Access to Public Records Act, Nebraska Revised Statutes, Chapter 49-116, and the Nebraska Open Meetings Act, Nebraska Revised Statutes, Chapter 49-117. The meeting will be held in a closed session pursuant to the provisions of the Nebraska Open Access to Public Records Act, Nebraska Revised Statutes, Chapter 49-116, and the Nebraska Open Meetings Act, Nebraska Revised Statutes, Chapter 49-117.

A public hearing will be held on August 19, 2019, at 12:00 pm in the Board Room, 3835 Holdrege Street, Lincoln, 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

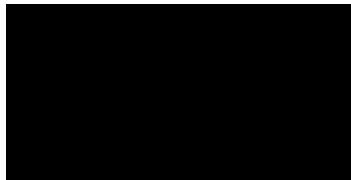
A. ACADEMIC AFFAIRS

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 Decemomi146T.- t6yNrv]TJ any (pucesard prorans-19.9.1(or.9(ary)-7



- f* 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.
- f* Outside Business, Civic and Professional Activities Board of Regents approval required for service as a



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 revised 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.





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 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 for 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 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 (4) months, to obtain other residence and move from the Official Residence.

(d) The Executive Committee of the Board of Regents 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. Plus 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 shall be subject to the following conditions:

### 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 that the performance of these duties by President Carter may be aided 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 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 outside activity that may be adverse to the best interests of the University, and 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 reimbursed at the discretion of the Alumni Association or the University of Nebraska Foundation as 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 substantial assistance 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 agreed upon by 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 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.



termination of this Contract.

Section 19. Governing Law; Severability.

This Contract shall be construed and enforced in accordance with, and 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 by the Chair of the Board of Regents' execution of this Contract and an attestation.

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, 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 "AgBoard" or "UNT") and [Name]



continues to serve as President as of January 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 effective 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 or 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 accrued 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 Year ea .0004 Tc .e oblig A. 1 Tw aS TD -0 TC t aS

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.



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 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 475 TD -.00 C

(e) President Carter shall be a party 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 receipt 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 ex

(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 Deferral Under Code Section 457(f).



TO:

Board of Regents

Executive Committee





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, 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

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS

Motion Moved by Yousuf and seconded by Kent to approve the minutes and ratify the actions



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, 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'Connell, Phares, and Pillen. 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

- IX-B-8 Approve the Program Statement for Bark 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 "Wit 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 Ethnicity [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

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 Antelope, the Kearney Hub, the Lincoln