



Board of Regents Meeting

Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska 68583-0745

and by Virtual Conferencing in accordance with Neb. Rev. Stat. § 84-1411

Thursday, October 19, 2023

11:30 a.m.

Board of Regents Meeting

October 19, 2023

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AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska 68583-0745
and by Virtual Conferencing in accordance with Neb. Rev. Stat. § 84-1411
Thursday, October 19, 2023
11:30 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON OCTOBER 5, 2023
- IV. 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 three minutes to make their remarks.
- V. CONSENT AGENDA
 - A. ACADEMIC AFFAIRS
 - 1. President's Personnel Recommendations, Addendum V-A-1
 - B. BUSINESS AND FINANCE
 - 1. Approval to engage FORVIS, LLP to provide audit services for KVNO for fiscal year 2023, Addendum V-B-1
- VI. CLOSED SESSION
- VII. ADMINISTRATIVE AGENDA
 - A. PRESIDENT SEARCH
 - 1. Approve the composition of the Presidential Search Advisory Committee as provided for in Section 2.1 of the *Bylaws* and Regents Policy 2.1.4, Addendum VII-A-1
- VIII. ADDITIONAL BUSINESS



BOARD OF REGENTS AGENDA ITEM SUMMARY

October 19, 2023

AGENDA ITEM: Consent Agenda

Review Review + Action Action Discussion

This is a report required by Regents' policy.

PRESENTERS: Ted Carter, President

PURPOSE & KEY POINTS

Academic Affairs

1. President's Personnel Recommendations

Section 3.2 of the *Bylaws of the Board of Regents* provides that appointments to the positions of Vice Chancellor, Dean, and equivalent ranks, shall be made by the President, subject to approval by the Board. Approval of the following appointment is recommended.

- Sherri Jones as Interim Vice Chancellor (Special) for Research and Economic Development at UNL, effective October 9, 2023 (\$350,000, FY, 1.00 FTE).

Business and Finance

1. Approval to engage FORVIS, LLP to provide audit services for KVNO for fiscal year 2023

Pursuant to the federal Communications Act, business relating to KVNO must be conducted at public meetings of the Board of Regents. The attached request seeks approval to engage FORVIS, LLP to provide audit services for KVNO for fiscal year 2023.

PRESIDENT'S RECOMMENDATION

The President recommends approval of the Consent Agenda.

October 9, 2023

Mr. Chris Kabourek
Vice President for Business & Finance and CFO
University of Nebraska
3835 Holdrege Street
Lincoln, Nebraska 68583

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract between FORVIS, LLP (“our” and “we”) and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska for the University of Nebraska Omaha (“University” or “you”). Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

KVNO-FM Radio

- Audit Services for the year ended June 30, 2023
- Attestation Services related to the Corporation of Public Broadcasting (CPB) Annual Financial Report (AFR) Schedules for Non-Federal Financial Support for the year ended June 30, 2023

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management’s objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The fee for our services will be \$21,500, which includes fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services. Any additional incidental or reimbursable expenses must be agreed to in writing by the University. Along with its invoice, FORVIS will submit adequate receipts and documentation as requested by the University to support reimbursement of all previously agreed upon expenses. FORVIS is expected to comply with all applicable policies and procedures, including but not limited to those stated within the University of Nebraska Travel Policy.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due forty-five (45) days from the date of receipt of the invoices by you in accordance with the State of Nebraska Prompt Payment Act. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements*, is effective for fiscal years beginning after June 15, 2022. Early application is encouraged.

Statement No. 96 addresses the accounting for the costs related to cloud computing agreements. Under this Statement, a government reports a subscription asset and subscription liability for agreements meeting the definition of a subscription-based information technology arrangement (SBITA) and to disclose essential information about the arrangement. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 96, including:
 - Assisting with information gathering to develop an inventory of all SBITA agreements, service contracts, and other arrangements that may contain right-to-use IT assets
 - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 96
 - Documenting any changes from your previous IT subscription recognition and reporting methods
 - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

FORVIS,LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of the University.

BY _____
Chris Kabourek, Vice President and Chief Financial Officer
ckabourek@nebraska.edu

DATE _____

BY _____
Carol Kirchner, Vice Chancellor for Business and Finance
ckirchner@unomaha.edu

DATE _____

Scope of Services – Audit Services

We will audit the basic financial statements and related disclosures for the following entity:

KVNO-FM Radio as of and for the year ended June 30, 2023

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

We will also provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes
- Assistance with the formatting, printing, and binding of the financial statements and related notes
- Preparing a draft of the Corporation for Public Broadcasting (CPB) Annual Financial Report (AFR) Schedules for Non-Federal Financial Support

Amy Shreck is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit, addressed to the following parties:

Entity Name	Party Name
KVNO-FM Radio	Audit, Risk and Compliance Committee of the University of Nebraska Board of Regents

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are

considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and FORVIS.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit

- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity’s activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
 - Inclusion of the auditors’ report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (“RSI”) to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management’s Discussion and Analysis (“MD&A”)

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These

limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Scope of Service – Attestation Examination Services

We will examine the written assertions about the Corporation for Public Broadcasting (CPB) Annual Financial Report (AFR) Schedules for Non-Federal Financial Support made by the management of KVNO-FM, a public telecommunications entity operated by the University of Nebraska at Omaha, as of and for the year ended June 30, 2023.

The objective of our examination is the expression of an opinion in a written report about whether the subject matter is in accordance with (or based on) the criteria, in all material respects.

The criteria to be used consist of CPB's Fiscal Year 2023 Financial Reporting Guidelines.

Amy Shreck is responsible for supervising the engagement and authorizing the signing of the report or reports.

Our report is intended solely for the information and use of the University Board of Regents, management, and the Corporation for Public Broadcasting and is not intended to be and should not be used by anyone other than these specified parties.

The following apply for the attestation examination services described above:

Our Responsibilities

We will conduct our examination in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable rather than absolute assurance about whether the subject matter as measured or evaluated against the criteria is free of material misstatement.

Limitations & Fraud

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards.

Our engagement will not include a detailed examination of every transaction and cannot be relied on to disclose all errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters, if material, that come to our attention.

Report

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If we discover conditions which may prohibit us from issuing a standard examination report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming these responsibilities, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all

known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

Management is responsible for establishing and maintaining effective internal control over financial reporting and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter, and detect fraud and illegal acts. Management is also responsible for identifying and ensuring compliance with the laws and regulations applicable to your activities and for establishing and maintaining effective internal control over compliance.

**Written
Representations**

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

FORVIS, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **FORVIS LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and FORVIS, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to FORVIS, LLP ("FORVIS"), and any reference to "You", "Your", or "University" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 45 days at the rate of 1 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 1 percent. All fees, charges, and other amounts payable to FORVIS hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on FORVIS' net income or taxes arising from the employment or independent contractor relationship between FORVIS and FORVIS' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(l) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay FORVIS for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of FORVIS' services hereunder.

DISPUTES & DISCLAIMERS

5. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold FORVIS harmless from any and all claims which arise from knowing misrepresentations to FORVIS, or the intentional withholding or concealment of information from FORVIS by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify FORVIS for any claims made against FORVIS by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim. It is understood by the parties that in University's opinion, provisions of this section may be unconstitutional and/or illegal under the Nebraska State Constitution, Article 13, Section 3, and University may assert such unconstitutionality and/or illegality as a theory in litigation, despite assent to the remainder of this Agreement.
6. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether FORVIS performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of FORVIS in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
7. **Limitation of Liability.** You agree that FORVIS' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of FORVIS or if enforcement of this provision is disallowed by applicable law or professional standards.
8. **Waiver of Certain Damages.** In no event shall FORVIS be liable to You or a third party for any indirect, special,

consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

9. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
10. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
11. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

12. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that FORVIS has no responsibility to maintain this information. You agree You will not rely on FORVIS to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from FORVIS' servers, i.e., FORVIS portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
13. **FORVIS Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of FORVIS. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, FORVIS will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
14. **Subpoenas or Other Legal Process.** In the event FORVIS is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which FORVIS is not a party, You shall compensate FORVIS for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
15. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and

understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

16. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

17. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
18. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "FORVIS, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. FORVIS, LLP also has not performed any procedures relating to this offering document."
19. **FORVIS Not a Municipal Advisor.** FORVIS is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, FORVIS is not

recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by FORVIS.

20. **FORVIS Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

21. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
22. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.
23. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

24. **Cooperation.** You agree to cooperate with FORVIS in the performance of FORVIS' services to You, including the provision to FORVIS of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
25. **Third-Party Service Providers.** FORVIS may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. FORVIS maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, FORVIS will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to FORVIS sharing Your confidential information with the third-party service provider.
26. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor FORVIS shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. FORVIS is an independent contractor and is solely responsible for maintenance and payment of any and all taxes, insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. FORVIS is not the University's agent or representative and has no authority to bind or commit the University to any agreements or other obligations.
27. **Use of FORVIS Name.** Any time You intend to reference FORVIS' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
28. **Praxity.** FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on Your behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.

29. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and FORVIS and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and FORVIS.
30. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

ADDITIONAL TERMS

31. **Compliance.** FORVIS will comply with all applicable laws, rules, regulations, ordinances and University policies in providing the services.
32. **Representations and Warranties.** FORVIS represents and warrants that in performing the services it will not be in breach of any agreement with a third party. FORVIS also represents and warrants that no third party has any rights in, to, or arising out of, the deliverables rendered pursuant to the performance of the services. FORVIS agrees to hold the University and its respective assignees and licensees harmless from any loss, damage or expense, including court costs and reasonable alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature asserted by a third party resulting from the provisions of the services or any use of the deliverables to the extent caused by the negligence or willful misconduct of FORVIS.
33. **Right to Audit.** FORVIS shall maintain documentation for all expenses under this agreement. The books, records and documents of FORVIS, insofar as they relate to services performed or money received under this agreement, shall be maintained for a period of three (3) years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or its duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
34. **Insurance.** FORVIS shall at its own expense obtain and maintain throughout the term of this agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska as an additional insured, to cover such liability cause by, or arising out of, activities of FORVIS and its agents and/or employees while engaged in or preparing for the provision of the Services. In addition, FORVIS shall obtain and maintain cyber liability insurance coverage of not less than ten million dollars (\$10,000,000 per occurrence and in the aggregate throughout the Term of this Agreement. FORVIS shall furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.
35. **Governing Law and Forum.** This agreement shall be governed by the laws of the State of Nebraska, without regard to its choice of law provisions. Any legal actions brought by either party hereunder shall be instituted in the state or federal courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by FORVIS in relation to this agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§81-8,302 to 81-8,306), as amended.
36. **Debarment List.** No contract shall be awarded to any Contractor listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, Contractor further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Contractor.
37. **Taxpayer Transparency Act.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), the University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of stat funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of FORVIS to notify the University of any requested redactions to the Agreement under Neb. Rev. Stat. §84-712.05(3) at the time of execution. In addition, FORVIS agrees to defend any challenge to such redactions at its own expense.
38. **Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, FORVIS agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
39. **Equal Opportunity.** FORVIS and its subcontractors shall abide by the requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations shall prohibit against qualified individuals based on this status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

40. **Work Status Verification.** FORVIS and any of its subcontracts shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§4-108 to 4-114, as amended.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FORVIS, LLP</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ Limited Liability Partnership</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 1120 South 101st Street, Suite 410</p> <p>6 City, state, and ZIP code Omaha, NE 68124</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	4	-	0	1	6	0	2	6	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/1/23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Presidential Search

October 19, 2023

AGENDA ITEM: Approval of the composition of the Presidential Search Advisory Committee as provided for in Section 2.1 of the *Bylaws* and Regents' Policy 2.1.4

Review **Review + Action** **Action** **Discussion**

This is a report required by Regents' Policy.

PRESENTERS: Jim Scheer
Jack Stark
Barbara Weitz
Kathy Wilmot

PURPOSE & KEY POINTS

The following Presidential Search Advisory Committee is hereby appointed:

Tim Clare, Board of Regents, District 1, Lincoln (Chair)
Leah Barrett, President, Northeast Community College, Norfolk
Chris Extrom, Faculty Senate President and Professor, Inorganic Chemistry, University of Nebraska at Kearney
Paul Kenney, Board of Regents, District 6, Amherst
Kelli Kopocis, Faculty Senate President and Assistant Professor of Practice, Durham School of Architectural Engineering and Construction, University of Nebraska-Lincoln
Hakim Lotoro, Student Body President/Regent and Molecular Biology and Biomedical Sciences Major, University of Nebraska at Omaha
Scott McPheeters, Ag Producer and Vice Chair, Nebraska Ethanol Board, Gothenburg
William Melanson, Faculty Senate President and Associate Professor, Philosophy, University of Nebraska at Omaha
Heath Mello, President and CEO, Greater Omaha Chamber, Omaha
Jane Miller, Chair-Elect, University of Nebraska Foundation, Omaha
Temo Molina, Student Body President/Regent and Political Science and Business Administration Major, University of Nebraska at Kearney
Amar Natarajan, Faculty Senate President and Professor, Eppley Institute, University of Nebraska Medical Center
Elizabeth O'Connor, Board of Regents, District 4, Omaha
Rob Otte, General Counsel, US Property, Inc., Lincoln
Paul Pechous, Student Body President/Regent and 7-12 Special Education Major, University of Nebraska-Lincoln
Rob Schafer, Board of Regents, District 5, Beatrice

Jim Scheer, Board of Regents, District 3, Norfolk
Katie Schlutis, Student Body President/Regent and Medical Student, University of Nebraska
Medical Center
Jack Stark, Board of Regents, District 2, Omaha
John Stinner, President and CEO (Retired), Valley Bank & Trust Co. of Gering, Gering
Barbara Weitz, Board of Regents, District 8, Omaha
Kathy Wilmot, Board of Regents, District 7, Beaver City

BACKGROUND INFORMATION

Section 2.1 of the *Bylaws of the Board of Regents* provides that, “Whenever a vacancy occurs in the position of President..., the Board shall be the appointing authority and shall promptly appoint one or more presidential search advisory committee(s) to assist the Board in the search for suitable candidates to fill the position and designating one of the members of the presidential search committee(s) to serve as its chair. The presidential search committee(s) will consult broadly with the principal constituencies with which the President interacts and shall define the responsibilities of and prepare the qualifications and profile of the next President in a manner consistent with the *Bylaws*. The size, responsibilities, composition of, and representation on the search committee shall be determined by the Board.”

Regents’ Policy 2.1.4 provides that, “(1) Every reasonable effort shall be made to have the membership of the presidential search advisory committee(s)... representative of the State and the University; (2) The Board shall consider the following categories for composition of one or more presidential search advisory committees: (a) university administration, (b) faculty, (c) students, (d) University of Nebraska Foundation, and (e) general public; and (3) The Board shall determine the responsibilities for the presidential search advisory committee(s).”

RECOMMENDATION

Regents Scheer, Stark, Weitz, and Wilmot recommend appointment of the above-listed membership of the Presidential Search Advisory Committee.

Omaha, Nebraska
October 5, 2023

The Board of Regents of the University of Nebraska met on October 5, 2023, at 9:00 a.m. in the Wigton Heritage Center at the University of Nebraska Medical Center, 528 South 42nd Street, Omaha, 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 237).

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 September 28, 2023.

Regents present:

Timothy Clare, Chair
Paul Kenney
Elizabeth O'Connor
Rob Schafer, Vice Chair
Jim Scheer
Jack Stark
Barbara Weitz (joined at 9:02 a.m.)
Kathy Wilmot
Temo Molina, University of Nebraska at Kearney
Paul Pechous, University of Nebraska-Lincoln
Katie Schultis, University of Nebraska Medical Center
Hakim Lotoro, University of Nebraska at Omaha (joined at 9:08 a.m.)

University officials present:

Walter E. Carter, President
Jeffrey P. Gold, Executive Vice President and Provost; and
Chancellor, University of Nebraska Medical Center
Philip J. Bakken, Corporation Secretary
Rodney D. Bennett, Chancellor, University of Nebraska-Lincoln
Joanne Li, Chancellor, University of Nebraska at Omaha
Michael J. Boehm, Vice President for Agriculture and Natural Resources
Christopher J. Kabourek, Senior Vice President and CFO
Stacia L. Palser, Vice President and General Counsel

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 9:00 a.m. Attendance is indicated above.

Chair Clare announced the location of the Open Meeting Act in the Wigton Heritage Center.

III. APPROVAL OF MINUTES AND RATIFICATIONS OF ACTIONS

Motion Moved by Kenney and seconded by Pechous to approve the minutes and ratify the actions of the meeting on August 25, 2023.

Action Student Opinion: Voting Aye: Molina, Pechous, and Schultis. Voting Aye: Kenney, O'Connor, Scheer, Stark, Wilmot, and Clare. Abstention: Schafer. Motion carried.

IV. PRESENTATIONS

Jeff Gold (Chancellor), Katie Schultis (Student Body President/Regent), Pam Boyers (Associate Vice Chancellor, iEXCEL), Sunil Hingorani (Director, Pancreatic Cancer Center of Excellence), and Ann Anderson Berry (Executive Director, Child Health Research Institute) gave a University of Nebraska Medical Center update.

V. KUDOS

Regent Molina presented a KUDOS award to Rashawn Harvey, Assistant Director for Student Support Services at the University of Nebraska at Kearney.

Regent Pechous presented a KUDOS award to Matthew Dwyer, Senior Proposal Development Coordinator in the Office of Research and Economic Development at the University of Nebraska-Lincoln.

Regent Schultis presented a KUDOS award to Giovanni Jones, Manager of Employee Training and Development at the University of Nebraska Medical Center.

Regent Lotoro presented a KUDOS award to Hai-Mei Furman, Director of Academic Advising and Certification Officer in the College of Education, Health, and Human Sciences at the University of Nebraska at Omaha.

Chair Clare recognized the members of Leadership UNK who observed the Board meeting as part of their professional development.

VI. RESOLUTIONS

None

VII. HEARINGS

None

VIII. PRESIDENT'S REMARKS

President Carter shared an update on implementation of the University of Nebraska's Five-Point Plan.

IX. PUBLIC COMMENT

Amber Wood addressed the Board regarding policies and procedures with trauma and shooting victims.

Greg Epp addressed the Board regarding fairness and equity between student organizations.

Caroline Epp addressed the Board regarding a current faculty member.

The Board recessed at 11:00 a.m. and reconvened the open meeting at 11:10 a.m.

X. UNIVERSITY CONSENT AGENDA

Motion Moved by Kenney and seconded by Schafer to approve all Consent items.

A. ACADEMIC AFFAIRS

X-A-1 President's Personnel Recommendations

B. BUSINESS AND FINANCE

X-B-1 Approval to engage FORVIS, LLP to provide audit services for Nebraska Public Media for fiscal year 2023.

X-B-2 Approval to execute standard Guaranteed Maximum Price (GMP) contract for the UNMC College of Dentistry Building Modernization Project.

Action Student Opinion: Voting Aye: Pechous, Schultis, Lotoro, and Molina. Voting Aye: O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion carried.

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

B. BUSINESS AND FINANCE

Motion Moved by Schafer and seconded by Wilmot to approve item XI-B-1.

XI-B-1 Adoption of Regents' Policy 6.3.4 and establishment of the University of Nebraska Building Renewal Fund.

Action Student Opinion: Voting Aye: Schultis, Lotoro, Molina, and Pechous. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney, and O'Connor. Motion carried.

University of Nebraska-Lincoln

Motion Moved by Schafer and seconded by Pechous to approve item XI-B-2.

XI-B-2 Approval of Program Statement for the Memorial Stadium Improvement Project at UNL.

Chair Clare asked that the minutes reflect the following statement:

It is the intent of the Board of Regents that the Intermediate Design Review will return to the full Board for action as opposed to our usual process where it is reviewed by the Business and Finance Committee. This elevated review will give the Board of Regents additional, and appropriate, oversight of this important project. Further, we emphasize that projects do not move forward to Intermediate Design Review nor is a “shovel put in the ground” until all funding and commitments are secured.

- Action Student Opinion: Voting Aye: Lotoro, Molina, Pechous, and Schultis. Voting Aye: Scheer, Stark, Weitz, Wilmot, Clare, Kenney, O’Connor, and Schafer. Motion carried.
- Motion Moved by Kenney and seconded by Wilmot to approve item XI-B-3.
- XI-B-3 Waiver of Regents’ Policy 6.3.6 to authorize work to commence on the Infrastructure Phase of the Memorial Stadium Improvement Project prior to Intermediate Design Review.
- Action Student Opinion: Voting Aye: Molina, Pechous, Schultis, and Lotoro. Voting Aye: Stark, Weitz, Wilmot, Clare, Kenney, O’Connor, Schafer, and Scheer. Motion carried.
- Motion Moved by Kenney and seconded by Scheer to approve item XI-B-4.
- XI-B-4 Approval of amendment to a professional services contract with the Nebraska Philanthropic Trust for services relating to the Memorial Stadium Improvement Project.
- Action Student Opinion: Voting Aye: Pechous, Schlutis, Lotoro, and Molina. Voting Aye: Weitz, Wilmot, Clare, Kenney, O’Connor, Schafer, Scheer, and Stark. Motion carried.
- Motion Moved by Scheer and seconded by Weitz to approve item XI-B-5.
- XI-B-5 Appointment of Rodney Bennett and reappointment of Larry Miller and Bob Wilhelm as members of the “Class C” Directors of the Nebraska Innovation Campus Development Corporation (NICDC) Board of Directors for three-year terms ending June 30, 2026; and approval of the Amended and Restated Articles and Bylaws of the NICDC.
- Action Student Opinion: Voting Aye: Schultis, Lotoro, Molina, and Pechous. Voting Aye: Wilmot, Clare, Kenney, O’Connor, Schafer, Scheer, Stark, and Weitz. Motion carried.
- Motion Moved by Weitz and seconded by Scheer to approve item XI-B-6.
- XI-B-6 Approval to convert the Halleck Farm Quasi-Endowment into an unrestricted fund to allow increased funding support for the Feedlot Innovation Center Project at the Eastern Nebraska Research, Extension, and Education Center at UNL.
- Action Student Opinion: Voting Aye: Lotoro, Molina, Pechous, and Schultis. Voting Aye: Clare, Kenney, O’Connor, Schafer, Scheer, Stark, Weitz, and Wilmot. Motion carried.
- Motion University of Nebraska Medical Center
Moved by Stark and seconded by Scheer to approve item XI-B-7.

XI-B-7 Waiver of Regents' Policy 6.3.6 relating to project sequencing for Project Health at UNMC.

Chair Clare asked that the minutes reflect the following statement:

As stated during the Memorial Stadium discussion, we would emphasize that projects will only move to Intermediate Design Review when all funding and commitments are secured.

Action Student Opinion: Voting Aye: Molina, Pechous, Schultis, and Lotoro. Voting Aye: Kenney, O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot and Clare. Motion carried.

Motion Moved by Kenney and seconded by Scheer to approve item XI-B-8.

XI-B-8 Approval of Program Statement for the Saddle Creek Campus Research Component of the CORE Building at UNMC.

Action Student Opinion: Voting Aye: Pechous, Schultis, Lotoro, and Molina. Voting Aye: O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion carried.

Motion Moved by Kenney and seconded by Scheer to approve item XI-B-9.

XI-B-9 Approval to acquire real property located at 414 South 40th Street and 3910 Dewey Avenue in Omaha, Nebraska.

Action Student Opinion: Voting Aye: Schultis, Lotoro, Molina, and Pechous. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney, and O'Connor. Motion carried.

University of Nebraska at Omaha

Motion Moved by Lotoro and seconded by Molina to approve item XI-B-10.

XI-B-10 Approval of amendments to the Property Management Agreements with Scott Residential Management LLC for the student residence complexes known as Scott Village and Scott Court at UNO.

Action Student Opinion: Voting Aye: Lotoro, Molina, Pechous, and Schultis. Voting Aye: Scheer, Stark, Weitz, Wilmot, Clare, Kenney, O'Connor, and Schafer. Motion carried.

C. PRESIDENTIAL SEARCH

XI-C-1 Resolution affirming Core Leadership Pillars

Motion Moved by Stark and seconded by Scheer to amend the third pillar to read, "Prioritizes Higher Education, Academic, and Research Excellence – understands, appreciates, and prioritizes excellence in higher education, academics, and research, especially in our academic health science centers; and its importance to faculty, students, and their families, and the state.

There was discussion. Second withdrawn by Scheer and motion withdrawn by Stark.

- Motion Moved by Stark and seconded by Molina to amend the ninth pillar to read, “Values Intercollegiate Athletics and Academic Health Science Centers – understands and appreciates intercollegiate athletics, especially Husker Athletics, and academic health science centers; and views ~~it~~ them as ~~an~~ an important doors to the University of Nebraska.”
- Action Student Opinion: Voting Aye: Pechous, Schultis, Lotoro, and Molina. Voting Aye: Weitz, Wilmot, Clare, Kenney, O’Connor, Schafer, Scheer, and Stark. Motion carried.
- Motion Moved by Lotoro and seconded by Weitz to amend the fourth pillar to read, “Committed to “One Nebraska” – understands and appreciates the value of including all voices in the University community, including students. Ability to develop and implement more collaboration and cooperation among the four campuses that leads to the whole being greater than the sum of its parts. Maximizes the economic impact to the state. Connects with Nebraskans—rural and urban.”
- Action Student Opinion: Voting Aye: Schultis, Lotoro, Molina, and Pechous. Voting Aye: Wilmot, Clare, O’Connor, Scheer, Stark, and Weitz. Voting Nay: Kenney and Schafer. Motion carried.
- Motion Moved by Wilmot and seconded by Pechous to adopt the resolution regarding the Core Leadership Pillars as amended.

WHEREAS, the selection of our next president is a critically important decision for the University of Nebraska, and

WHEREAS, the Board of Regents wishes to articulate our current thinking on nine “Core Leadership Pillars” based on extensive outreach and engagement conducted in 2019, which should serve as the foundation on which the Leadership Profile is build;

NOW, THEREFORE, BE IT RESOLVED, that the Presidential Search Advisory Committee consider the following Core Leadership Pillars for inclusion in the Leadership Profile:

Proven Leader – demonstrated ability to lead and manage a large, complex organization, work effectively with the Board of Regents, build a strong leadership team, and possess a commitment to integrity and ethics.

Strategic Thinker – ability to articulate a vision for the future of the University of Nebraska that can be developed into a strategic plan.

Prioritizes Higher Education, Academic, and Research Excellence – understands, appreciates, and prioritizes excellence in higher education, academics, research; and its importance to faculty, students, and their families, and the state.

Committed to “One Nebraska” – understands and appreciates the value of including all voices in the University community, including students. Ability to develop and implement more collaboration and cooperation among the four campuses that leads to the whole being greater than the sum of its parts. Maximizes the economic impact to the state. Connects with Nebraskans—rural and urban.”

Political Acumen – ability to develop and maintain effective working relationships with the Governor, members of the Legislature, and other elected officials across the state.

Capable of Fundraising – ability to develop and cultivate relationships with potential donors and work with the University of Nebraska Foundation to design major capital campaigns.

Values Diversity and Inclusion – understands and appreciates the importance of campuses having students, faculty, and staff from diverse backgrounds and campuses that are inclusive and welcoming to all.

Values University as a Global Leader – views the University of Nebraska having an impact across the world through its academic programs, research, and service.

Values Intercollegiate Athletics and Academic Health Science Centers – understands and appreciates intercollegiate athletics, especially Husker Athletics, and academic health science centers; and views them as important doors to the University of Nebraska.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the members of the Presidential Search Advisory Committee and our executive search consulting partner.

- Action Student Opinion: Voting Aye: Lotoro, Molina, Pechous, and Schultis. Voting Aye: Clare, Kenney, O'Connor, Schafer, Scheer, Stark, Weitz, and Wilmot. Motion carried.
- Motion Moved by Kenney and seconded by Schafer to consider item XI-C-2.
- XI-C-2 Selection of Academic Search as executive search partner for the Presidential Search.
- Action Student Opinion: Voting Aye: Molina, Pechous, Schultis, and Lotoro. Voting Aye: Kenney, O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot, and Clare. Motion carried.

D. FOR INFORMATION ONLY

- XI-D-1 Proposed amendment to Section 3.4.3.3 of the *Bylaws of the Board of Regents* relating to Parental Leave was presented at this meeting for informational purposes only as required by the *Bylaws*. The proposed amendment will be placed on the agenda of the Board of Regents meeting scheduled for December 1, 2023, for public hearing and consideration by the Board.

E. REPORTS

- XI-E-1 Quarterly and Annual Personnel Reports.
- XI-E-2 Report on FY2022-23 Leaves of Absence.
- XI-E-3 Report on 2023 review of Academic and Research Centers.
- XI-E-4 Report on Five-Year Strategy Accountability Measures.

- XI-E-5 Report on President’s approval of budget category reallocation for Durham Science Center Renovation Project at UNO.
- XI-E-6 Report on President’s approval of budget category reallocation for Health and Kinesiology LB384 Renovation for REACH Project at UNO.
- XI-E-7 Report on President’s approval of budget category reallocation for Enterprise Technology Services and Data Solutions Renovation.
- XI-E-8 Report on President’s approval of budget category reallocation for Kimball Recital Hall LB384 Renovation Project at UNL.
- XI-E-9 Report on President’s approval of budget category reallocation for Scott Engineering Center Renovation and Link Replacement Project at UNL.
- XI-E-10 Report on Service Agreement between Nebraska Athletics and Nebraska Medicine.
- XI-E-11 Report on bids and contracts.
- XI-E-12 Quarterly Report on gifts, grants, contracts, and bequests.
- XI-E-13 Quarterly Report on status of construction projects.
- XI-E-14 Report on naming of the footbridge at the Maxwell Arboretum as the “Bud Dasenbrock Memorial Bridge” at UNL.

Chair Clare accepted the reports on behalf of the Board.

XII. ADJOURNMENT

There being no further business, the meeting was adjourned by Chair Clare at 12:32 p.m.

Respectfully submitted,

Philip J. Bakken
Corporation Secretary

Timothy F. Clare
Chair of the Board



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, October 5, 2023 at 9:00 a.m. in the Wigton Heritage Center at the University of Nebraska Medical Center, 528 South 42nd Street, Omaha, Nebraska.

An agenda of subjects to be considered at said meeting, kept on a continually current basis is available for inspection in the Office of the Corporation Secretary of the Board of Regents at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska and 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 System.

Dated: September 28, 2023

A handwritten signature in black ink, appearing to read "Philip J. Bakken".

Philip J. Bakken, Corporation Secretary
Board of Regents of the University of Nebraska