

Section 2. Salary; Authority and Duties

2.1 <u>Base Salary</u>. In consideration of an annual salary of \$430,000 ("Base Salary") and any further agreements and considerations provided in this Contract, effective June 1, 2021, Chancellor Li agrees to accept employment as Chancellor-Elect, and effective July 1, Chancellor Li agrees to accept employment as Chancellor of UNO and Vice President of the University of

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Nebraska.

2.2 . As Chancellor and Vice President, Chancellor Li will report to and be accountable to the President, and Chancellor Li will have all of the powers and shall perform all of the duties incident to the Office of Chancellor of UNO and Vice President of the University, as such powers and duties are prescribed by law, the Bylaws of the Board of Regents of the University of Nebraska (the "Bylaws"), and policies, rules, and regulations of the University. A

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Section 4. Fringe Benefits

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4.1 Benefits. Chancellor Li will receive the fringe benefits of University employment including vacation, disability leave, retirement and health insurance benefits prescribed for other members of the academic-administrative staff holding all-year. full-time special appointments

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Chapcellor I i will receive such additional fringe benefits relating to her amployment as

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membership shall be maintained in accordance with the University's policies and processes for non-wage compensation which shall be paid as directed by the University from support received from the University of Nebrasky Foundation include one or two events each year. It is understood and agreed that Chancellor Li's spouse

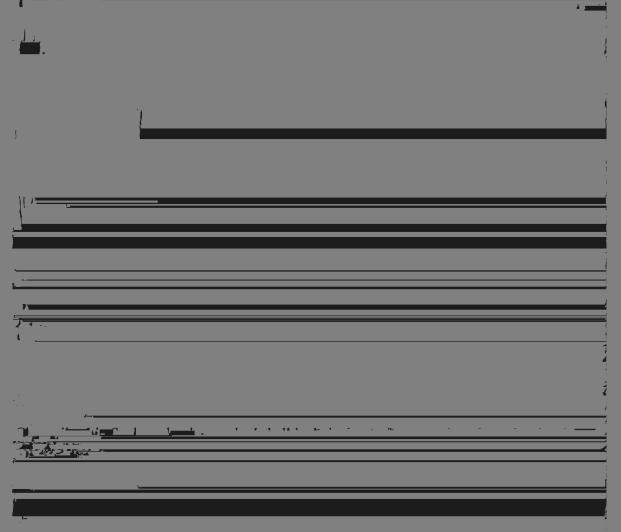
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may be expected to participate in University activities as the spouse of the Chancellor to facilitate Chancellor Li's ordinary and necessary duties as Chancellor.

Section 10. Performance Evaluations

10.1 <u>Evaluations</u>. Chancellor Li's professional performance as Chancellor of UNO shall be prelunted by the President by a method that is truttually accessible to the Desident and

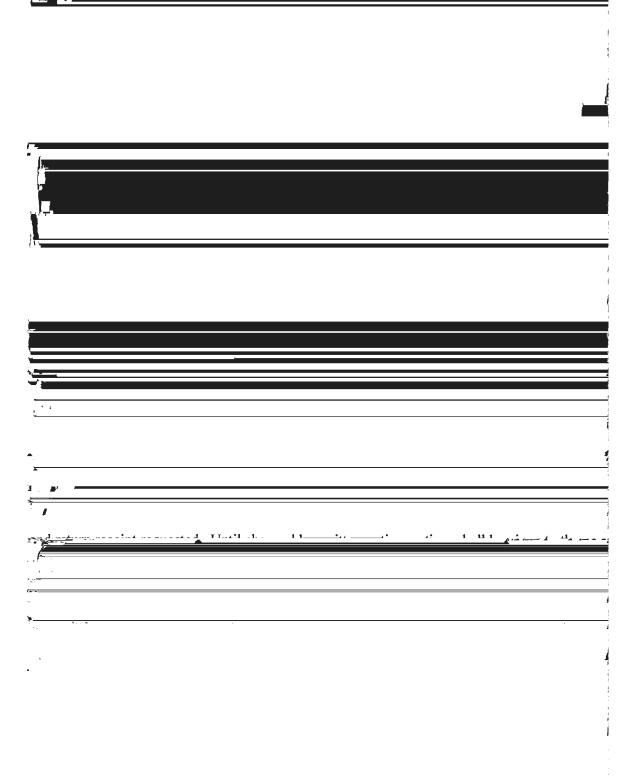


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ne rresident at l	east forty-five (45) days' a	a vance written	houce of her resignation for the former of the former of the second seco	uon. The
resident and Ch	nancellor Li may mutually	agree to waive t	ne forty-five (45) day	y notice of
signation requi	irement of this section, in v	which case Chan	cellor Li's resignation	on shall become

resignation requirement of this section, in which case Chancellor Li's resignation shall become effective as of the date of the waiver. Upon the effective date of Chancellor Li's resignation, all

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18.2 <u>Notices</u>. All notices contemplated in this Contract shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery, or, if mailed, three (3)





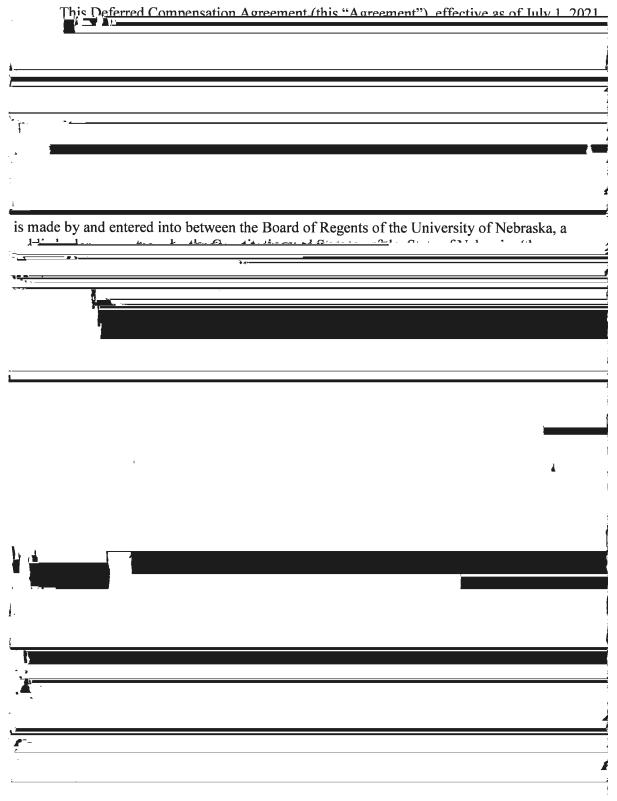
APPENDIX A

Deferred Compensation Agreement

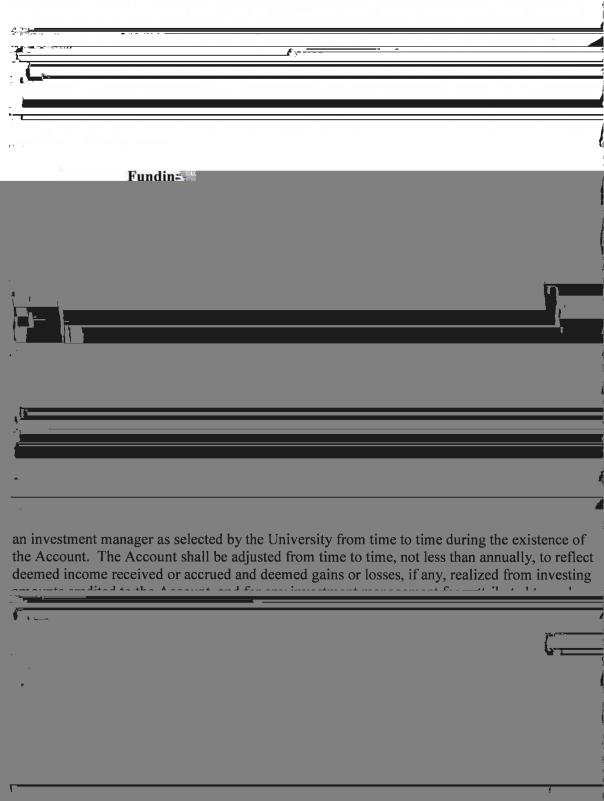
[Attached]

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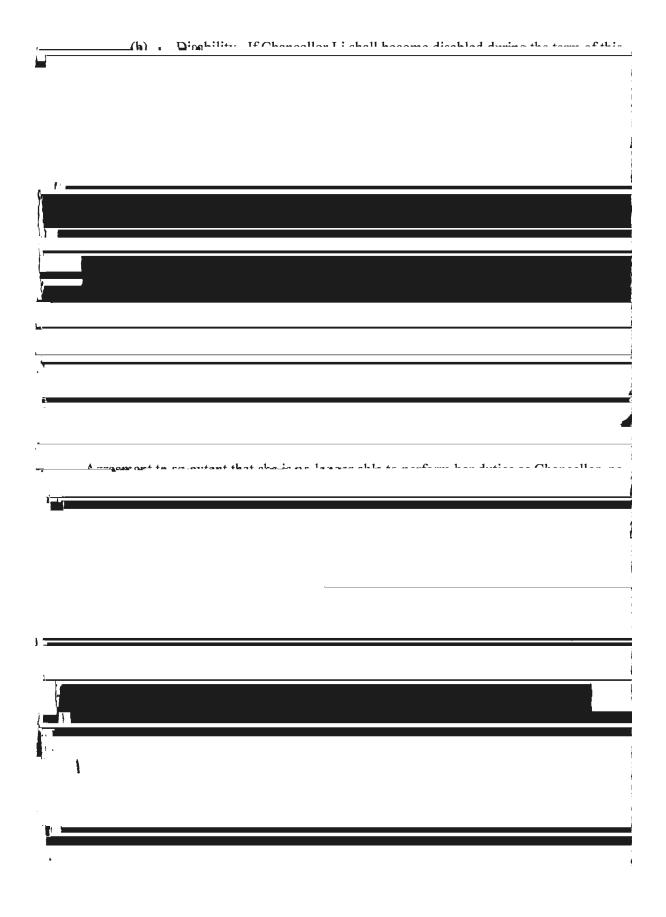
UNIVERSITY OF NEBRASKA DEFERRED COMPENSATION AGREEMENT



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Account shall be attributable to services to be performed by Chancellor Li as Chancellor for the



(d) If the employment of Chancellor Li is involuntarily terminated not for cause while this <u>Agreement is in effect all of the assets credited to the Account at the time of such</u>

termination, including all investment earnings attributed on the books of the University thereto, shall be distributed (less required withholding) to Chancellor Li in a lump sum within thirty (30) days following such date of termination. (e) . In the event that Chancellor Li becomes disabled to an extent that she is no longer able to perform her duties as

deemed Disabled, as defined in the following sentence, the assets credited to the Account, including all investment earnings attributed on the books of the University thereto. will

, .	(c) Chancellor Li shall comm	nit any dishonest or fraudulent act or any	
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(d) Chancellor Li shall attempt to assign or encumber any benefits or other payments that she may be entitled to receive hereunder prior to the time of actual distribution and receipt.

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(e)	Chancellor Li shall be a party to or convicted of any act involving	, moral
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(a) nt. This document constitutes the entire agreement between the Parties with respect to the subject matter addressed herein and

may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by the Parties.

(b) <u>Captions</u>. 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 and their respective successors, assigns and heirs.

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

(e) of Distributions. The time or manner of

amendment or otherwise excent in conformity with the requirements of Code

this Agreement fails to meet the requirements of Code Section 409A and as a result, some one are unversity a a nonpolycometry of the requirements of Code Section 409A and as a result, some ays, rance of 11 the amount requirement of the included and of the methods of the included in the failure and noncompliance and the balance in the Account will be reduced