



Faculty & Staff Affairs Committee

February 2017

February 9, 2017

9:45 a.m. - 11:45 a.m.

East Committee Room, McNamara Alumni Center

FSA - FEB 2017

1. Board of Regents Policy: Reservation and Delegation of Authority (Appointment Authority) - Review

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Revised Policy - Page 4

2. Primer on the Minnesota Public Employment Labor Relations Act (PELRA) and Labor Relations at the University

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3. Best Practices in Talent Acquisition

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Presentation Materials - Page 26

4. Consent Report - Review/Action

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Kramer Employment Agreement - Page 43

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Fleck Employee Agreement - Page 51

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5. Information Items

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BOARD OF REGENTS DOCKET ITEM SUMMARY

Faculty & Staff Affairs

February 9, 2017

AGENDA ITEM: Board of Regents Policy: *Reservation and Delegation of Authority*
(Appointment Authority)

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

This is a report required by Board policy.

PRESENTERS: Kathryn F. Brown, Vice President, Office of Human Resources

PURPOSE & KEY POINTS

The purpose of this item is to review and discuss a proposed amendment to Board of Regents Policy: *Reservation and Delegation of Authority*.

The proposed amendment to Article I, Section IV., Subd. 1. adds the position Vice Chancellor for Academic Affairs, Section IV., Subd. 1. (k), to the positions subject to the Board’s reserved appointment authority, and also corrects the title for the University chief auditor, Section IV., Subd.1. (b), and for the Director of Intercollegiate Athletics, Twin Cities Campus, Section IV., Subd. 1. (d), and reorders the list alphabetically.

Additionally, the proposed amendment clarifies the appointment authority delegated to the president for positions not listed in Article I, Section IV., Subd. 1., and provides clarification for situations when the president determines that a position not subject to Board approval warrants consultation with the Board Chair and Vice Chair due to financial impact or public interest.

BACKGROUND INFORMATION

A Resolution Related to Specification of Appointment Authority was discussed by the Board of Regents at its March 2016 meeting. The resolution was referred to the Governance & Policy Committee for further consideration.

The Governance & Policy Committee discussed the resolution at its May 2016 meeting, and then considered a proposed amendment to Board of Regents Policy: *Reservation and Delegation of Authority* at its June 2016 meeting. The committee forwarded a recommendation that the proposed amendments be adopted by the full Board. At the June meeting, the Board voted to refer the amendment to the Faculty & Staff Affairs Committee for further consideration.



UNIVERSITY OF MINNESOTA
BOARD OF REGENTS POLICY

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Delegation of Authority

**RESERVATION AND DELEGATION
OF AUTHORITY**

Adopted: April 5, 2001

Amended: July 9, 2004; December 10, 2004; July 9,
2008; February 12, 2010; February 10, 2012; March
1, 2012

Technical Change: December 11, 2013;
March 31, 2016

Supersedes: (see end of policy)

Draft for Review

RESERVATION AND DELEGATION OF AUTHORITY

ARTICLE I

RESERVATION OF AUTHORITY

SECTION I. GENERAL RESERVATIONS OF AUTHORITY.

Subd. 1. The Board of Regents reserves to itself all authority necessary to carry out its legal and fiduciary responsibilities under the University Charter, the Constitution of the State of Minnesota, and the Board of Regents (Board) Bylaws. This reservation specifically includes all authority to enact laws and policies for the governance of the University of Minnesota (University) and to issue Board directives to executive officers and employees. The Board's reserved authority shall be exercised consistent with the University Charter, the Constitution of the State of Minnesota, Board Bylaws, and relevant Board policies.

Subd. 2. The Board reserves to itself authority to ensure constitutional and institutional autonomy, to approve the University's mission and vision, to set the overall direction of the institution, including the adoption of fundamental plans for the educational, financial, and physical development of the University, and to declare a fiscal emergency.

Subd. 3. No authority that the Board reserves to itself in this policy shall be exercised by any other person or body unless expressly authorized by Board policy or directive.

Subd. 4. The Board reserves to itself authority to approve the use, and revocation of the use, of its corporate name or any abbreviated name, including *University of Minnesota*, by any non-University person or entity, consistent with Board policies. The Board also reserves authority over the removal of the corporate name or any abbreviated name from the name of any University campus, college, school, division, or unit, consistent with Board policies.

Subd. 5. The Board reserves to itself authority to approve any commercial transaction or matter not otherwise subject to Board approval if the transaction or matter:

- a) raises unusual questions of public interest or public policy;
- b) has a significant impact on the University's mission; or
- c) has a value greater than \$2 million.



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BOARD OF REGENTS POLICY

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Draft for Review

SECTION II. CONDUCT OF BOARD BUSINESS.

The Board reserves to itself authority to establish procedures for the conduct of its business, create committees, set its agenda, require reports from executive officers and employees, hear appeals, and enforce its code of ethics.

SECTION III. ELECTION OF BOARD OFFICERS.

The Board reserves to itself authority to elect and remove Board officers, including the president, chair, vice chair, secretary, and treasurer.

SECTION IV. APPOINTMENT AUTHORITY.

Subd. 1. The Board reserves to itself authority to appoint all individuals and approve any individually negotiated terms of employment for those who serve in each of the following positions:

- (a) Chancellor
- (b) Chief Auditor ~~Director of Audits~~
- (c) Dean
- (d) Director of Intercollegiate Athletics ~~Director~~, Twin Cities campus
- (e) Executive Vice President and Provost
- (f) General Counsel
- (g) Librarian
- ~~(h) Provost~~
- (h) Senior Vice President for Finance and Operations
- (i) Vice Chancellor for Academic Affairs
- (j) Vice President
- (k) Such other administrative positions as the Board may specify from time to time.

The president shall recommend individuals for appointment to these positions, consistent with Board policies and directives.

The appointment of University employees not subject to Board approval is delegated to the president or delegate and is not bound by the reservations and limitations set forth in Article I, Section I, Subd. 5 of this policy.

When the president determines that appointments not subject to Board approval have substantial financial impact or generate significant public interest, the president shall consult with the chair and vice chair of the Board before making the appointment.



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Subd. 2. The Board reserves to itself authority to remove University officers as provided in the University Charter. The president (a) may remove the general counsel with Board approval and (b) may remove any other individual appointed under subd. 1 of this section, except the director of audits.

Subd. 3. The Board reserves to itself authority to appoint members of the boards of University-associated foundations, institutes, committees, and other bodies, consistent with Board policies.

SECTION V. ACADEMIC MATTERS.

Subd. 1. The Board reserves to itself authority to grant academic degrees, grant faculty indefinite tenure, grant continuous appointments to academic professionals, and award the title faculty emeritus, consistent with Board policies.

Subd. 2. The Board reserves to itself authority to establish, name, and abolish colleges, academic institutes, programs, and courses of study, consistent with Board policies.

Subd. 3. The Board reserves to itself authority to establish tuition and student fees and approve policies and reciprocity agreements related to such matters, consistent with Board policies.

Subd. 4. The Board reserves to itself authority to: (a) establish and review policies relating to the conduct of research and the receipt and accounting of sponsored research funds; (b) require timely reporting to the Board of sponsored research activity; and (c) approve financial support greater than \$250,000 to non-University entities for the commercialization of technology, consistent with Board policies.

Subd. 5. The Board reserves to itself authority to approve educational policies and procedures, in consultation with the president and the faculty governance process, consistent with Board policies. This policy is not intended to alter the relationship between the Board, the University Senate, and the faculties regarding educational policies.

SECTION VI. AWARDS, HONORS, AND NAMINGS.

Subd. 1. The Board reserves to itself authority to establish and bestow awards, honors, and recognition, consistent with Board policies.

Subd. 2. The Board reserves to itself authority to name and revoke names of University buildings and other assets, consistent with Board policies.

SECTION VII. BUDGETARY, FINANCIAL, AND INVESTMENT MATTERS.

Subd. 1. The Board reserves to itself authority to approve the following: annual operating budgets; the central reserves budget and minimum reserve level; and adjustments and amendments, consistent with Board policies. The Board also reserves to itself authority to approve any modifications to the



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central reserves budget and any expenditures from the central reserves general contingency account, consistent with Board policies.

Subd. 2. The Board reserves to itself authority to approve all requests for operating and capital budget appropriations from the State of Minnesota and positive or negative adjustments to the budget caused by a 1% or more change in total appropriations within a fiscal year.

Subd. 3. The Board reserves to itself authority to establish investment objectives, approve asset allocation guidelines, and approve the payout rate for endowment distributions.

Subd. 4. The Board reserves to itself authority to authorize issuance and retirement of debt and to engage debt advisers and/or underwriters, consistent with Board policies.

Subd. 5. The Board reserves to itself authority to accept gifts for the benefit of the University, consistent with Board policies.

Subd. 6. The Board reserves to itself authority to approve individual purchases of goods and services with a value greater than \$1,000,000, consistent with Board policies.

SECTION VIII. PROPERTY, FACILITIES, AND CAPITAL BUDGETS.

Subd. 1. The Board reserves to itself authority to approve the purchase or sale of real property with a value greater than \$1,250,000 or larger than ten (10) acres, consistent with Board policies.

Subd. 2. The Board reserves to itself authority to approve leases of real property, easements, and other interests in real property if the initial term amount to be paid by or to the University exceeds \$1,250,000, consistent with Board policies.

Subd. 3. The Board reserves to itself authority to exercise the power of eminent domain to acquire land for University purposes.

Subd. 4. The Board reserves to itself authority to (a) exercise property owner rights regarding the designation, decommissioning, or demolition of historic resources; and (b) take final action on all environmental reviews of historic resources initiated by the administration for which the University is the responsible governmental unit, consistent with Board policies and applicable state and federal laws.

Subd. 5. The Board reserves to itself authority to approve campus master plans and amendments thereto.

Subd. 6. The Board reserves to itself authority to approve multi-year capital plans consisting of projects with a value greater than \$1,000,000.



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Subd. 7. The Board reserves to itself authority to approve annual capital budgets consisting of projects with a value greater than \$500,000.

Subd. 8. The Board reserves to itself authority to approve capital budget amendments to approved projects and new projects when the amendment has a value greater than \$500,000.

Subd. 9. The Board reserves to itself authority to approve project schematic plans for (a) interior renovations with a value greater than \$5,000,000; (b) projects with a value greater than \$2,000,000 that have an exterior visual impact; (c) projects that vary from adopted campus master plans or that have a significant visual impact; and (d) projects noted during the annual review of the capital budget.

Subd. 10. The Board reserves to itself authority for a subsequent review of approved capital budget projects with a value greater than \$5,000,000 prior to the award of construction contracts.

SECTION IX. LEGAL MATTERS.

The Board reserves to itself, or to one of its committees, authority to direct the president or the general counsel to settle any legal claim or initiate or appeal a lawsuit or administrative proceeding, consistent with Board policies.

SECTION X. AUDIT FUNCTION.

The Board reserves to itself authority to adopt policies regulating the audit function; approve selection of external auditors and the director of audits; and evaluate the performance of the independent auditor, and, jointly with the president, the performance of the internal audit function.

SECTION XI. EMPLOYMENT AND LABOR RELATIONS.

Subd. 1. The Board reserves to itself authority to approve all contracts and other agreements with the exclusive collective bargaining representatives of its employees.

Subd. 2. The Board reserves to itself authority to approve civil service rules and annual pay and benefit plans for University employees.

Subd. 3. The Board reserves to itself authority to establish or discontinue retirement plans for University faculty and staff. For those plans sponsored by the University and governed by formal plan documents, the Board reserves to itself authority to approve amendments to those plans that significantly affect the cost structure of the plans. An amendment is considered to significantly affect the cost structure of the plan if the change causes a cost impact of more than \$250,000.

Subd. 4. The Board reserves to itself authority to review individually negotiated employee severance agreements of unusual importance or significance.



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SECTION XII. ASSOCIATED ORGANIZATIONS.

The Board reserves to itself authority to approve the legal structure and scope of any relationship between the University and any associated organization, non-profit corporation, foundation, institute, or similar entity that substantially relies upon University resources or personnel to carry out its mission.

ARTICLE II

DELEGATION OF AUTHORITY

SECTION I. DELEGATION OF AUTHORITY TO THE PRESIDENT.

The Board delegates to the president authority to act as chief executive officer of the University, with such general executive management and administrative authority over the University as is reasonable and necessary to carry out the policies and directives of the Board, subject to the limitations noted in Article II, Section II below.

SECTION II. LIMITATIONS UPON PRESIDENTIAL AUTHORITY.

The authority delegated to the president is limited by the following:

- (a) the provisions of the University Charter and the Constitution of the State of Minnesota;
- (b) the provisions of Board Bylaws;
- (c) the provisions of Board policies and directives, including specifically Article I of this policy; and
- (d) the directive that the president shall notify the Board of any matter not otherwise addressed in this section that significantly involves the authority and role of the Board, including its fiduciary, oversight, and public accountability responsibilities.

SECTION III. DELEGATION OF AUTHORITY BY THE PRESIDENT.

Subd. 1. Unless otherwise restricted by specific Board policies or directives, the president shall be responsible for delegating general executive management and administrative authority to other executive officers and employees as necessary and prudent, including authority to execute contracts and other legal documents. The president may condition, limit, or revoke any presidential authority so delegated.

Subd. 2. All delegations and revocations under this section shall be in writing, name the position to whom such authority is delegated, describe the scope and limitations of such authority, and prescribe the extent to which such authority may be further sub-delegated.



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Subd. 3. All delegations and revocations under this section shall be reviewed as to form, legality, and consistency by the general counsel.

Subd. 4. Annually, the president shall report to the Board significant changes to the delegations.

SECTION IV. DELEGATION OF AUTHORITY TO THE CHAIR AND VICE CHAIR.

The chair and vice chair of the Board shall have such authority as is authorized by Board Bylaws and policies and is customarily exercised by such officers of a corporation. The chair shall have authority to execute any and all instruments and documents on behalf of the Board.

SECTION V. DELEGATION OF AUTHORITY TO THE BOARD SECRETARY, TREASURER, GENERAL COUNSEL, AND DIRECTOR OF AUDITS.

The secretary, treasurer, general counsel, and director of audits shall have authority to perform such duties for the Board as provided by Board Bylaws, policies, and directives.

The secretary shall have authority to execute such instruments and documents that would customarily devolve upon a corporate officer and are usual to that office.

The secretary and the general counsel shall have authority to accept legal service on behalf of the University.

SECTION VI. CONFORMANCE WITH THIS POLICY.

Subd. 1. No executive officer or employee of the University shall have any authority to take any action or make any representation on behalf of the University beyond the scope of, or materially inconsistent with, the authority delegated to such executive officer or employee as provided in this policy.

Subd. 2. The secretary and the general counsel each shall have the duty to inform the Board of any existing or proposed Board policy or directive that is inconsistent with or alters the delegations of authority as provided in this policy.

SUPERSEDES: General Delegations Adopted October 17, 1980, Last Amended October 10, 1997.



BOARD OF REGENTS DOCKET ITEM SUMMARY

Faculty & Staff Affairs

February 9, 2017

AGENDA ITEM: Primer on the Minnesota Public Employment Labor Relations Act (PELRA) and Labor Relations at the University

Review Review + Action Action Discussion

This is a report required by Board policy.

PRESENTERS: Kathryn F. Brown, Vice President, Office of Human Resources
Patti Dion, Director, Employee Relations, Office of Human Resources

PURPOSE & KEY POINTS

The purpose of this item is to discuss Minnesota Statute 179A, the Minnesota Public Employment Labor Relations Act (PELRA). The committee will discuss the University’s labor relations landscape and the importance of fostering productive and respectful relationships with the labor organizations that represent various segments of University employees.

The discussion will address:

- The Public Employment Labor Relations Act, Minn. Stat. 379A
- University Labor Contracts
- The Union structure at the University
- The University-Union Relationship

BACKGROUND INFORMATION

The Board previously discussed this topic at the following meeting:

- February 2014: *Employee Relations Primer* – Faculty & Staff Affairs

Primer on the Minnesota Public Employment Labor Relations Act and Labor Relations at the University

**Faculty & Staff Affairs Committee
Board of Regents**

Kathryn F. Brown, Vice President
Patti Dion, Director of Employee Relations
February 9, 2017

Strategic Direction for OHR

- **Mission:** The Office of Human Resources strategically leads and partners with our community to provide the diverse workforce and organizational capabilities that drive excellence in the University.
- **Vision:** Create the diverse workplace of the future where people are engaged, connected, thriving, and achieving.
- **Values:** Integrity, service, innovation, collaboration, and responsibility.

Strategic Imperatives

- **Define**
 - Re-imagined, integrated OHR portfolio of services
 - Well-articulated partnership between central OHR and HR work in colleges, units, and campuses in which roles and responsibilities are clear and understood
 - Leader in providing HR professional skills and practice, and encouraging best practices in HR systems and service delivery
- **Simplify**
 - Simplified employment policies and administrative procedures
 - Streamlined employment processes and management
- **Empower**
 - Leaders and managers to make strategic decisions about talent
 - Employees to optimize their employment experience
 - Human resource professionals to be proactive, responsible, and responsive
- **Deliver**
 - Excellent, high quality service in core OHR business functions
 - Improved business processes that support talent management
 - Strategic organizational development advice and practice

What We Will Cover Today

- Minnesota Public Employment Labor Relations Act
- Labor contracts
- Union structure
- University—union relationship

Public Employment Labor Relations Act (PELRA) Minnesota Statute 179A

- Defines public employees and employers
- Identifies the University as a public employer
- Governs definitions of employment at the University
- Defines University of Minnesota bargaining units and employee groups

The Statutory Bargaining Unit Structure

- PELRA identifies a bargaining unit structure for the University of Minnesota under Minnesota Statute 179A.11.
- The statute identifies 13 distinct University bargaining units.
- The statutory bargaining units were defined in 1984 and amended in 1991.

Who is a Public Employee Under PELRA?

- Anyone appointed or employed by a public employer
- Key groups of employees not covered by PELRA—four most relevant at the University:
 - Casual: 14 hours per week, 35% of the normal work week
 - Temporary or Seasonal: 67 working days
 - Managers
 - Confidential

Statutory Employee Groups

PELRA Employee Groups by Unit Number	Types of Employees	Number of Employees
1 – Law Enforcement	Police Officers	52
2 – Crafts and Trades	Plumbers, Carpenters, etc.	305
2 – Crafts and Trades	Lithographers	9
2 – Crafts and Trades	Bindery Workers	6
2 – Crafts and Trades	Radio and TV Broadcast Technicians	3
3 – Service, Maintenance & Labor	B & G Worker, Maint. Mechanic	1,452
4 – Health Care Non-Professional	Dental Asst., LPN, Nursing Asst.	195
5 – Nursing Professionals	General Staff Nurse (Civil Service)	94
6 – Clerical & Office	Ofc. Support Asst., Prin. Accts. Spec., Exec. Ofc./Adm. Spec.	1,680
7 – Technical	Data Processing Tech., Lab Technician	973
8 – Faculty Twin Cities Instructional	Professor, Associate Professor, Assistant Professor	3,629
9 – Faculty Outstate Instructional UMD/UMC Faculty	Professor, Associate Professor, Assistant Professor	682
10 – Graduate Assistant	Research Assistant, Teaching Assistant, Admin. Fellows	4,320
11 – Academic Professional & Administrative Staff	Academic Administrative: Senior and Principal Level Finance, IT, Communication Professionals Academic Professional: Academic Advisor, Extension Educator, Teaching Specialist Professional in Training	6,414
12 – Non-Instructional Professional	Accountant, Analyst Programmer, Scientist, Engineer, Junior Level Finance, IT, Communication Professionals	3,289
13 – Non-Academic Supervisory	Finance, Communication, Student Service Supv.	977
Key employees not covered by PELRA		
97: No Assigned Unit or Category	Temp./Casual, Tech Consultant, Student Employees	
98: Managerial	Deans, Dept. Heads, Directors	1,336
99: Confidential	President, Chancellors, Vice President	263

University Contracts

PELRA Employee Groups by Unit Number	Types of Employees	Major Governing Documents	Next Negotiation
1 – Law Enforcement	Police Officers	MNPEA (Minnesota Public Employees Association, Inc.)	Fall 2017
2 – Crafts and Trades	Plumbers, Carpenters, etc.	Minn. State Building & Construction Trades Council	Spring 2018
2 – Crafts and Trades	Lithographers	Graphic Communications Conference of the International Brotherhood of Teamsters (Local 1-M)	Fall 2017
2 – Crafts and Trades	Bindery Workers	Graphics Communication Conference International Brotherhood of Teamsters (Local 1-B)	Fall 2017
2 – Crafts and Trades	Radio and TV Broadcast Technicians	International Brotherhood of Electrical Workers (Local 292)	Spring 2017
3 – Service, Maintenance & Labor	B & G Worker, Maint. Mechanic	Teamsters (Local 320)	Spring 2017
4 – Health Care Non-Professional	Dental Asst., LPN, Nursing Asst.	AFSCME Council 5 (Local 3260)	Spring 2017
6 – Clerical & Office	Ofc. Support Asst., Prin. Accts. Spec., Exec. Ofc./Adm. Spec.	AFSCME Council 5 (Locals 3800 & 3801)	Spring 2017
7 – Technical	Data Processing Tech., Lab Technician	AFSCME Council 5 (Locals 3937 & 3801)	Spring 2017
9 – Faculty Outstate Instructional UMD/UMC Faculty	Professor, Associate Professor, Assistant Professor	University Education Association (UEA) Labor Agreement; Regents Policy: Faculty Tenure (selected portions)	Spring 2017

Union Structure

- Bargaining committee
- Local union officers
- Union steward/chief steward
- Business agent/field representative
- State and national union

University-Union Relationship

- Respectful relationship
- Work collaboratively together
- Not anti-union
- Unionized employees are about 33% of the University's workforce.

Takeaways

- The University's labor relations landscape is complex with one-third of employees represented by unions, resulting in a consultative environment.
- There are many unions represented on campus.
- Our union contracts are negotiated at different times, and we are almost continually in negotiations with at least one of our unions.

Discussion



BOARD OF REGENTS DOCKET ITEM SUMMARY

Faculty & Staff Affairs

February 9, 2017

AGENDA ITEM: Best Practices in Talent Acquisition

Review Review + Action Action Discussion

This is a report required by Board policy.

PRESENTERS: Kathryn F. Brown, Vice President, Office of Human Resources

PURPOSE & KEY POINTS

The purpose of this item is to discuss hiring in order to achieve the University's strategic vision to "solve the grand challenges of a diverse and changing world." In order to achieve that vision, the University needs field-shaping faculty and talented leadership and staff. The discussion will address OHR's talent acquisition program, the tightening job market, recent industry trends, and the evolving expectations of job candidates.

The discussion will include a review of how the University is building its talent acquisition program by:

1. Establishing recruitment objectives;
2. Creating a multifaceted strategy;
3. Improving processes; and
4. Developing evaluation tools.

Best Practices in Talent Acquisition

Board of Regents Faculty & Staff Affairs Committee

Kathryn F. Brown, Vice President, Office of Human Resources

February 9, 2017

What We Will Cover Today

- Aligning talent acquisition with the University's strategic vision
- Defining talent acquisition
- The steps to building a robust talent acquisition function

Vision for University of Minnesota Twin Cities Campus

To be preeminent in solving the grand challenges of a diverse and changing world

To do this, we need **top field shaping faculty** and **talented leadership and staff** in place.

Defining Talent Acquisition

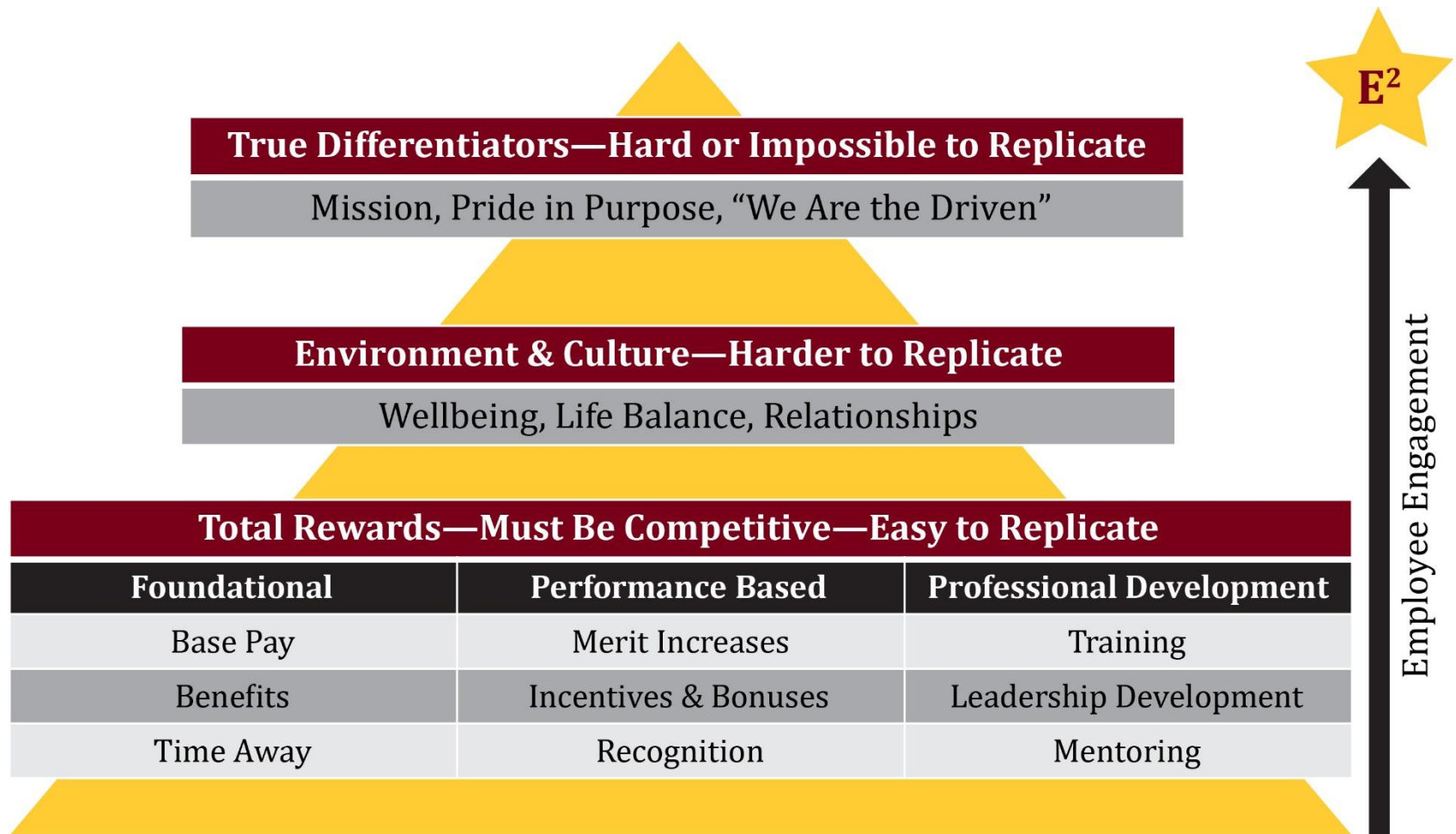
Talent Acquisition is an ongoing process cycle related to attracting, sourcing, recruiting, and hiring employees.

Talent Acquisition includes:

- Employment branding
- Outreach
- Networking
- Relationship building with potential candidate communities to build and enhance the talent pool for an organization.

Source: *Hemant Kumaarr, September 18, 2014*

The Employee Value Proposition



The University Brand



Employment Brand:

We Are the Driven



Recruitment Brand:

Together, We'll Change the World

Employment Marketing

- KMOJ PSA 
- New Employee Orientation video

<https://youtu.be/I6Vrb9QcXz0>

Steps to Building Robust Talent Acquisition

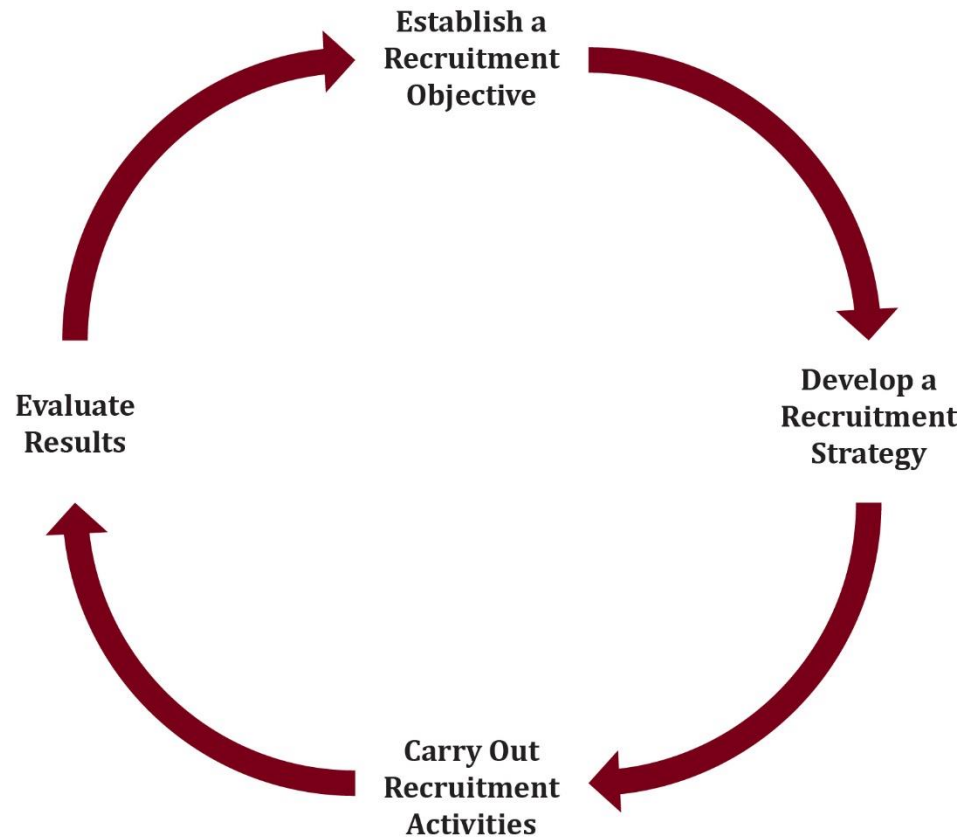
- Brand your company as a great place to work
- Maximize employee referrals
- Pay at least as much as your competitors, and be transparent about what you offer
- Consider hiring more part-time contributors, and embrace their flexibility
- Build strong talent networks
- Learn and implement predictive analytics
- Retain the personal touch
- Simplify job applications
- Embrace mobile
- Expand use of remote employees, but have a plan to manage them
- Forge relationships with sources of talent
- Hire more recruiters

Source: 12 Recruiting Tips from Talent Acquisition Leaders, *Tony Lee, SHRM.org, July 1, 2016*

How Job Searches Have Changed

- No more “post and pray”
- Social media usage
- Search engines and websites for postings and job seekers
- Importance of employment brand

Building Talent Acquisition



Building Talent Acquisition

Establish a Recruitment Objective

- Number of positions
- Timeline
- Type of applicants sought
- New-hire retention rate
- Quality of experience

Carry Out Recruitment Activities

- Improving process

Develop a Recruitment Strategy

- Who do we target?
- Where do we find them?
- Messages
- Employment brand
- Diversity recruiting
 - Student-facing positions
 - Results

Evaluate Results

- Hiring the right people
- Number of qualified applicants
- Number of referrals
- Lower turnover
- Increase in diverse candidates
- High acceptance rate
- Open positions filled more rapidly
- Quality of experience

Minnesota Demographics




- The share of population age 18 to 64 will fall from 62% in 2015 to 57% by 2028.
- The nonwhite and Latino population is expected to grow from 14% in 2005 to 25% by 2035. Currently 19% are people of color, 81% white.
- Between 2010 and 2015, the state added 4 times as many people of color as white residents.
- In 2014, 77% of women with at least one child under age 6 participated in the workforce.
- The number of Minnesota's 65+ population is expected to double between 2010 and 2030. In 2020, this population will eclipse the K-12 population for the first time in history.
- In 4th quarter 2015, we will see 1:1 ratio between unemployed job seekers and job vacancies.

Source: *Minnesota State Demographic Center, mn.gov/admin/demography*

Retirement Risk

Campus	Academic Administrative	Academic Professional	Civil Service	Leadership	Faculty	Labor Represented
University of Minnesota, Crookston	34.78%	19.49%	27.50%	100.00%	36.96%	30.67%
University of Minnesota, Duluth	34.25%	27.44%	33.64%	57.89%	33.33%	35.60%
University of Minnesota, Morris	17.86%	20.30%	47.22%	60.00%	29.17%	43.38%
University of Minnesota, Twin Cities*	30.60%	22.80%	26.55%	59.49%	38.85%	11.93%

*University of Minnesota, Rochester data is included in the Twin Cities section.

 >50%
  >33% and <50%
  1-33%

Discussion



BOARD OF REGENTS DOCKET ITEM SUMMARY

Faculty & Staff Affairs

February 9, 2017

AGENDA ITEM: Consent Report

Review

Review + Action

Action

Discussion

This is a report required by Board policy.

PRESENTERS: Kathryn F. Brown, Vice President, Office of Human Resources

PURPOSE & KEY POINTS

The purpose of this item is action on the following:

- Appointment of Peter Matthew (Matt) Kramer as Vice President for University and Government Relations.
- Appointment of Phillip John (P.J.) Fleck as Head Football Coach, Twin Cities campus.
- Conferral of Tenure for two outside hires.

BACKGROUND INFORMATION

Board of Regents Policy: *Reservation and Delegation of Authority* calls for items, such as proposed changes to retirement provisions, senior administrative appointments, tenure and/or promotion recommendations, approval of civil service rules, and appointments of certain trustees and board members, to be brought before the Faculty and Staff Affairs Committee for action.

PRESIDENT'S RECOMMENDATION

The President recommends approval of the consent report.

Faculty & Staff Affairs Committee
Consent Report
February 9, 2017

Personnel Appointment

Pending approval by the Board of Regents, Mr. Peter Matthew Kramer, Ed.D., will be appointed Vice President for University and Government Relations, effective February 22, 2017.

Position Overview

The Vice President for University & Government Relations is charged with advancing the excellence of the University by developing, aligning and integrating legislative and communications strategies into a coordinated public relations approach for the institution. The Vice President will lead and oversee teams that manage the marketing, public relations and government and community relations functions in developing active support among the University's broad base of stakeholders – local, state, and federal policymakers; citizens of Minnesota; alumni, donors, and friends of the University; University faculty, staff and students; community partners and neighbors; and broadcast, print, and specialty media, locally and nationally. The Vice President will develop and oversee proactive government relations and advocacy strategies to represent the University's interests at the State Capitol, advance the University's legislative agenda, and shape institutional responses to state and federal legislation. The Vice President will also serve as a strong and vocal advocate for the University's strategic goals and initiatives, reinforcing the University's land grant mission and unique value and economic impact to the state. The Vice President is a key member of the President's senior leadership team, and reports to and serves at the pleasure of the University President.

Appointee's Background and Qualifications

Matt Kramer has a track record of success working in state government and the private sector, effectively working across party lines and building strong coalitions. He comes to the University after serving as the President and CEO of St. Paul Area Chamber of Commerce from 2010. Prior to his time at the Chamber, Matt served as the Director of the Office of Business Relations at the University of Minnesota from 2009-2010, leading a team that marketed business services from the University, across colleges, to the business community statewide. From 2006-2009, he was Governor Tim Pawlenty's chief of staff, directly managing all state commissioners to ensure completion of key tasks and management of important policy issues. Prior to that assignment, Matt served as Commissioner of the Department of Employment and Economic Development at the State of Minnesota, to which he was recruited by the newly-elected Governor's transition team. He has a bachelor's degree in science from the University of Minnesota, a master's degree in organizational leadership from Bethel University, and a doctorate in leadership from Creighton University. Matt has authored numerous articles and served on a number of boards, including TPT's Citizen's Advisory Council, University of Minnesota Cancer Center, Catholic Charities of Minneapolis and St. Paul, the Knight Foundation, and Como Friends. In 2016, Matt was named one of *2016 Most Admired CEO's* by Minneapolis/St. Paul Business Journal.

Recommended Salary and Appointment Type

Matt's annual salary will be \$225,000. His appointment as Vice President for University and Government Relations is a 100%-time, A-term (12-month), L-type (limited) appointment, reporting to and serving at the pleasure of the University President. The full employment agreement between the University of Minnesota and Matt Kramer is attached as an exhibit.

Individually Negotiated Terms of Employment or Separation Agreements

There are no individually negotiated terms of employment or separation agreements.

Comparable Market Data

Matt's annual salary falls just below the 50th percentile in the Sibson Higher Education Executive Survey* for the position of Head of Public Relations/External Affairs:

25th percentile – \$195,000
50th percentile – \$242,400
75th percentile – \$284,600

Matt's annual salary falls just below the 50th percentile in the CUPA Executive Survey* for the position of Chief Public Relations Officer:

25th percentile – \$194,800
50th percentile – \$233,400
75th percentile – \$261,100

Recommendation

The President recommends the appointment of Mr. Peter Matthew Kramer as Vice President for University and Government Relations for the University of Minnesota.

*aged to 2017

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is entered into as of this 23rd day of January, 2017, by and between Regents of the University of Minnesota, a Minnesota constitutional educational corporation (the "University"), and Mr. Peter Matthew Kramer (Mr. Kramer).

WHEREAS, the University wishes to employ Mr. Kramer as the Vice President for University and Government Relations and Mr. Kramer wishes to accept employment as Vice President for University and Government Relations;

WHEREAS, this Employment Agreement is subject to the approval of the Board of Regents of the University of Minnesota and the completion of a background check satisfactory to the University;

THEREFORE, the University and Mr. Kramer agree as follows, subject to the approval of the Board of Regents:

I. EMPLOYMENT TERM AND DUTIES

Subject to the terms and conditions of this Agreement and University Policies and Procedures, the University appoints Mr. Kramer as the Vice President for University and Government Relations and he agrees to be so employed by the University for a term commencing on February 22, 2017. The Vice President for University and Government Relations is a 100 percent time, 12-month, L appointment in the professional and academic personnel classification who serves as an at will employee at the pleasure of the President. As such, you report to and serve at the pleasure of the President and your appointment may be terminated at any time without advance notification.

II. DUTIES

During the term of your employment as Vice President for University and Government Relations you will diligently and conscientiously devote your full-time attention and best efforts in performing and discharging the duties of Vice President for University and Government Relations as they are set forth in the job description for this position (attached) including, but not limited to, the following duties:

A. Advance the excellence of the University by developing, aligning and integrating legislative and communications strategies into a coordinated public relations approach for the institution;

B. Lead and oversee teams that manage the marketing, public relations and government and community relations functions in developing active support among the University's broad base of internal and external stakeholders;

C. Develop and oversee proactive government relations and advocacy strategies to represent the University's interests at the State Capitol, advance the University's legislative agenda, and shape institutional responses to state and federal legislation;

D. Serve as a strong and vocal advocate for the University's strategic goals and initiatives, reinforcing the University's land grant mission and unique value and economic impact to the state;

E. Oversee the responsible planning, stewardship, management and accountability of fiscal, capital, and human resources of the units that report to you; and

F. Perform such other duties as related to your employment position and assigned to you by your appointing authority.

III. PERFORMANCE

In accordance with University Policy, you will receive regular annual performance evaluations and, in accordance with University Policy, you will receive a broader systemic review of your performance no later than the end of your third year in the position.

IV. COMPENSATION

A. Subject to the terms of this Agreement for all services provided by you on behalf of the University, the University shall pay you an annual salary of Two Hundred Twenty Five Thousand and No/100 Dollars (\$225,000).

B. All base salary shall be paid in accordance with the University's regular payroll procedures for Professional and Administrative employees and shall be subject to withholding for applicable federal and state income taxes, federal social security taxes, and other applicable taxes and deductions.

C. In accordance with University Policies and Procedures, you shall be eligible for salary increases on an annual basis based upon the evaluation of the appointing authority or his/her designee.

D. The base salary is subject to furloughs, pay freezes, salary reductions or other adjustments to the same extent they are required of other employees of the University.

V. BENEFITS

The University shall provide you with a benefits program as provided generally for its Professional and Administrative employees as described in its Policies and Procedures (<http://www.umn.edu/ohr/benefits/summary/>). These programs shall be subject to amendments and modifications by the University.

VI. SEPARATION

A. Your appointment as Vice President for University and Government Relations is an L appointment, which means you serve at the pleasure of your appointing authority. Your appointment may be terminated without any required notice period.

B. In the event you are separated from your administrative position, you may be eligible for certain benefits provided by the University, in accordance with University policy. Any exception from or waiver of University policy related to your separation must be approved by the Board of Regents.

VII. UNIVERSITY POLICIES AND GENERAL CONDITIONS

A. Your appointment is subject to the University's policies and procedures that govern your position (<http://policy.umn.edu/>), which may be amended from time to time.

B. **Amendment.** Any amendment to this Agreement shall be in a writing executed and delivered by the parties.

C. **Parties In Interest/Assignment.** This Agreement shall be binding upon and the benefits and obligations provided for herein shall inure to the parties hereto and their respective heirs, legal representatives, successors, assigns, transferees or donees, as the case may be. No portion of this Agreement shall be assignable without the prior written consent of the other party.

D. **Effect of Prior Agreements.** This Agreement is intended by the parties as the final and binding expression of their contract and agreement and as the complete and exclusive statement of the terms thereof. This Agreement supersedes and revokes all prior negotiations, representations, and agreements, whether oral or written, relating to the subject matter hereof.

E. **Enforceability.** If any provision contained herein shall be deemed or declared unenforceable, invalid, or void, the same shall not impair any of the other provisions contained herein, which shall be enforced in accordance with their respective terms.

F. **Construction.** The headings preceding and labeling the sections of this Agreement are for the purpose of identification only and shall not in any event be employed or used for the purpose of construction or interpretation of any portion of this Agreement. No waiver by any party of any default or nonperformance hereunder shall be deemed a waiver of any subsequent default or nonperformance. As used herein and where necessary, the singular shall include the plural and vice versa, and masculine, feminine and neuter expressions shall be interchangeable.

VIII. BOARD OF REGENTS APPROVAL


This agreement is subject to the approval of the Board of Regents and a background check that is satisfactory to the University.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first shown above.

By: 
Peter Matthew Kramer

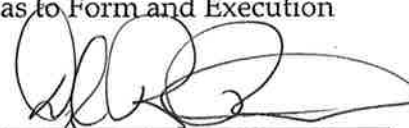
Date: Jan 24, 2017

REGENTS OF THE UNIVERSITY OF MINNESOTA

By: 
Eric W. Kaler
President

Date: Jan 24, 2017

Approved as to Form and Execution

By: 
Douglas Peterson
General Counsel

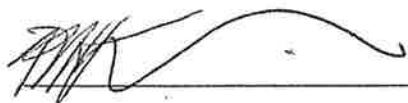
Date: January 24, 2017

ACKNOWLEDGMENT

I, Peter Matthew Kramer, submit this Acknowledgment in connection with my application and/or selection for the position of Vice President, University and Government Relations at the University of Minnesota (the "Position").

- I acknowledge that the Position is a high ranking, high profile position at the University. As such, it is critical that the University receive full and complete information and disclosure from me regarding my background and qualifications for the position, including information regarding my reputation and character.
- As a candidate for the Position, I have been advised, through this written Acknowledgment or otherwise, of my obligation to provide complete, accurate, and truthful information during the selection process. I understand that any failure to do so may result in sanctions, up to and including the rejection of my application, the withdrawal of an offer of employment, and/or the termination of my employment if I am hired into the Position.
- I understand that my obligation to provide complete, accurate, and truthful information includes but is not limited to an affirmative obligation to notify the University in writing of any current or prior instances where I was the subject of a complaint or investigation, whether formal or informal, internal or external, involving violations of Title IX, U.S. Department of Education and/or Office for Civil Rights allegations, claims of discrimination or harassment, and/or alleged violations of other laws, rules, or policies related to my work; any administrative or civil proceeding, whether internal or external, related to my work; and/or any other conduct of a nature that would tend to damage my reputation or the reputation of the University of Minnesota if it were to become publicly known. I understand that I am obligated to disclose this information regardless of whether claims or allegations were found to have merit; and regardless of whether any findings were ultimately made, decisions issued, or sanctions imposed.
- I understand that information I disclose during the selection process will be used by the University for the purpose of evaluating my application and suitability for the Position, and will be kept confidential by the University to the full extent allowed under applicable law, including the Minnesota Government Data Practices Act.
- By signing the Acknowledgment, I confirm that I have read and fully understand its terms, and agree to abide by them.

Dated: Jan. 24, 2017



Peter Matthew Kramer
(print name)

Faculty & Staff Affairs Committee
Consent Report
February 9, 2017

Personnel Appointment

Pending ratification by the Board of Regents, Phillip John (P.J.) Fleck will be appointed Head Football Coach, University of Minnesota, Twin Cities.

Position Overview

Head football coach is a leadership position reporting directly to the athletics director. The head football coach must be adept at building and maintaining a football program of more than 100 students and dozens of staff that achieves at high levels academically, athletically and socially. As the most visible head coach among the more than 20 head coaches within Intercollegiate Athletics (ICA), the head football coach must also be a strong collaborator, working with ICA staff and campus leadership as an advocate for the football program and to advance the missions of ICA and the University.

It is expected the head football coach will oversee all aspects of the football program and its operations. These expectations include:

- developing and maintaining a competitive intercollegiate football program within the NCAA and Big Ten Conference;
- leading the recruitment/hiring, goal setting, coaching and performance review of all football staff;
- instructing and teaching student-athletes in fundamentals of football technique and strategy;
- directing all aspects of football staff in recruiting, practice and game competitions;
- planning and executing practice and competition plans, including the evaluation of opponents;
- evaluating and recruiting qualified student-athletes to the University of Minnesota whose athletic skills make them highly competitive in the Big Ten and whose academic abilities make them good candidates for a meaningful academic experience and graduation from the University of Minnesota;
- performing significant administrative responsibilities, including budget planning and management, scheduling of competitions and planning and executing team travel;
- providing opportunities for student-athletes to develop life and leadership skills;
- assisting in monitoring the academic performance of student-athletes to help them achieve full potential;
- establishing and maintaining effective relationships within the athletics department, the University, community, booster clubs, alumni, high school coaches, media and the general public;
- assisting with departmental or University fund raising and public relations;
- representing the football program in fulfilling contacts with or requests from, the news media, including appearances on radio and television;

- assisting in advancing the department's mission, vision, and strategic plan, including its commitment to equity and diversity;
- adhering to all rules and regulations of the department, the University, the Big Ten Conference, and the NCAA; and,
- representing in a positive fashion the University and its athletic programs in private and public forums.

Appointee Background and Qualifications

P.J. Fleck joins the University of Minnesota from Western Michigan University, where he served as head football coach the past four seasons. While leading the Broncos football program, Coach Fleck engineered a turnaround on the field from a 1-11 season in his first year to a 13-1 finish last season. Coach Fleck's Broncos won the Mid-American Conference (MAC) championship for the first time in 29 years, advanced to the Cotton Bowl (one of major college football's prestigious "New Year's Six" bowl games) and finished the season ranked No. 12 in the country. During his tenure at Western Michigan, Coach Fleck was twice named MAC Coach of the Year (2014, '16), compiling a 30-22 overall record (21-11 in MAC competition). He has also been a finalist for several top national coaching honors.

Off the field, Coach Fleck's Broncos set new program records last season for MAC Distinguished Scholar Athletes (seven) and Academic All-MAC honorees (16) in 2016. He inherited a program in 2013 that had a collective GPA below 3.0 and helped his students elevate that to a 3.14 in his last semester at Western Michigan. His teams were also noted for their involvement in the community.

Prior to taking over the football program at Western Michigan, Coach Fleck served as the wide receivers coach for the NFL's Tampa Bay Buccaneers in 2012 and coached wide receivers at Rutgers from 2010-11. He coached receivers at his alma mater, Northern Illinois, from 2007-09, also serving as the Huskies' recruiting coordinator in 2009. Fleck's coaching career began at Ohio State as a graduate assistant in 2006.

Before launching his coaching career, he played wide receiver at Northern Illinois from 1999-2003. He earned First Team All-Mid-American Conference in 2003 and was named Academic All-MAC and Second Team Academic All-American. He graduated in 2004 with a bachelor's degree in elementary education. Following graduation, he played two seasons with the NFL's San Francisco 49ers, making him one of a select few college football coaches to have both played and coached in the NFL.

Recommended Salary and Appointment Type

P.J. Fleck's annual total salary will be \$3,500,000. His annual base salary will be \$1,000,000 and his supplemental salary will be \$2,500,000 in recognition of his efforts on behalf of the University for media, fundraising, community involvement, and endorsements of apparel and shoes. His appointment as head football coach is a 100%-time, professional appointment subject to the policies and procedures applicable to University of Minnesota Academic Professional and Administrative Employees, reporting to and serving at the pleasure of the

athletics director, Twin Cities campus. The full employment agreement between the University of Minnesota and Mr. Fleck is attached as an exhibit.

Individually Negotiated Terms of Employment or Separation Agreements

The terms of employment in this agreement, including separation terms, are common to contracts for NCAA Division I-FBS head football coaches. See full employment agreement for details.

Comparable Market Data

P.J. Fleck's compensation will be sixth in the Big Ten among 14 football coaches. The \$3.5 million annual total salary falls slightly below the average of \$3.86 million.

Recommendation

The president recommends ratification of the appointment of P.J. Fleck as Head Football Coach, University of Minnesota, Twin Cities.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between Regents of the University of Minnesota (“University”), on behalf of its Department of Intercollegiate Athletics (“Department”), and Philip John Fleck (“Coach”). As of February 2, 2017, this Agreement supersedes all prior agreements and governs the relationship between the parties.

WHEREAS, subject to the terms and conditions of this Agreement, the University desires to employ Coach as head coach of its intercollegiate football team (“Team”) at the University’s Twin Cities campus (“Team”), and Coach is willing to accept such position and perform such services and duties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and such other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

I. EMPLOYMENT TERM AND DUTIES

1.1. Employment Term. Subject to the terms and conditions of this Agreement, the University hereby employs Coach as head coach of the Team, and Coach agrees to be so employed by the University, for a term commencing on January 6, 2017, and ending on January 31, 2022 (“Term of Employment”).

1.2. Duties.

1.2.1. During the Term of Employment, Coach shall diligently and conscientiously devote his full time, attention, and efforts in performing and discharging the usual and customary duties of a head coach of a National Collegiate Athletic Association (“NCAA”) Division I football team, including, but not limited to, the following duties:

- a. Conducting usual and customary coaching activities;
- b. Recruiting, and managing the recruitment of, student-athletes;
- c. Supervising, evaluating, training, and coaching student-athletes in an effort to develop their character, and compete against major college competition;
- d. Being responsible for all customary coaching decisions, including systems and strategies used on the field (both in practice and actual game play), conduct of practice and training, selection of team members, deployment of players, and all other matters involving football operations;

- e. Diligently seeking to foster the academic progress of student-athletes in the program;
- f. Diligently seeking to maintain conduct (both on and off the field) and enforce disciplinary rules and sanctions fairly and uniformly for all student-athletes in the program in order to encourage academic and moral integrity and excellence;
- g. Representing the University, the Department, and the Team, and cooperating with the Department in fulfilling contacts with or requests from the news media, including appearances on radio and television, but recognizing the greater importance of coaching activities;
- h. Assisting with Department or University fund raising and public relations;
- i. Representing in a positive fashion the University and its athletic programs at all times, in all forums;
- j. Consistent with University policy and the authority of the University's Director of Intercollegiate Athletics ("Director"), supervising assistant coaches and support staff for the football program;
- k. Preparing and administering the budget for the football program, subject to the authority and approval of the Director; and
- l. Performing such other duties normally associated with those of a head coach of a high-level NCAA Division I football team, as reasonably requested by the Director or the Director's designee.

1.2.2. Unless otherwise expressly permitted in this Agreement, Coach shall not engage in any other business activity or be employed by any other person, firm, or entity, whether or not such activity is pursued for gain, profit, or other pecuniary benefit, without the University's prior written consent; provided, however, subject to NCAA and University rules, during each year of the Term of Employment, Coach may conduct summer football camps. The University's consent will not be unreasonably withheld.

1.2.3. Coach shall not undertake commercial endorsements without the prior written consent of the University (not to be unreasonably withheld, delayed, or unreasonably conditioned). Coach shall not engage in any activity, if identified as the head coach of the Team, that directly implies approval or endorsement of any good or service, including, but not limited to, the wearing of garments which display a manufacturer's trademark, name, or other logo, unless such activity is first approved in writing by the Director. For example, Coach acknowledges that the University has entered into a MultiSport Agreement with Nike USA Inc. which includes the Team. Coach shall comply with the University's obligations under the Nike Agreement.

1.2.4. Coach shall not appear on radio, television, or any other media in return for a fee, in cash or in kind, without the prior written consent of the University (not to be unreasonably withheld, delayed, or unreasonably conditioned).

1.3. Classification. Coach's employment is a professional appointment subject to the policies and procedures applicable to University of Minnesota Academic Professional and Administrative Employees ("Policies and Procedures"), as the same may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Policies and Procedures, the terms of this Agreement shall govern.

1.4. Compliance. Throughout the term of this Agreement, in conjunction with the University's compliance office, Coach shall use his diligent efforts to comply with the current and hereafter enacted or promulgated laws, policies, rules, and regulations governing the University and its employees, and the current and hereafter enacted or promulgated constitution, bylaws, rules, and regulations of the NCAA, the Big Ten Conference ("Big Ten"), and any other conference or organization with which the University becomes associated or which affects intercollegiate athletics (individually or collectively, "Governing Associations"). Coach shall use his best efforts to ensure that all assistant coaches of the Team, any other University employee for whom Coach is administratively responsible, and representatives of the University's athletic interests comply with the foregoing laws, policies, rules, regulations, constitutions, and bylaws. Coach shall diligently seek to promote an atmosphere of compliance within the football program and shall monitor the activities of all assistant coaches and administrators involved with the program who report, directly or indirectly, to Coach.

1.5. Other Employment. During the term of this Agreement, Coach agrees not to personally, or through any agent or other representation, seek, negotiate, or accept other full-time employment without first having provided at least forty-eight (48) hours advance written notice to the Director.

1.6. Hiring Authority. Coach understands and acknowledges that he will not have authority to unilaterally make or accept offers of employment for assistant coaches or other support staff, and that ultimate authority over such hiring decisions rests with the Director. Coach further understands and acknowledges that all football program hires, including Coach's hire, are subject to and contingent upon a review of the applicant's background and experience, including any history of NCAA violations, to be conducted by the University. Coach agrees not to make any representation to potential hires, applicants, or anyone else that is contrary to the provisions of this paragraph.

II. COMPENSATION

2.1. Base Salary.

2.1.1. Subject to the terms of this Agreement, for all services rendered by Coach on behalf of the University, the University shall pay Coach annualized base salary of one million dollars (\$1,000,000). Coach's base salary shall increase by fifty thousand dollars (\$50,000) on January 1, 2018, and on January 1 of each subsequent year during the Term of Employment.

2.1.2. Coach's base salary is subject to furloughs, pay freezes, salary reductions or other similar or related adjustments to the same extent they may be required from time to time of other employees in the Department.

2.2. Supplemental Compensation. Subject to the terms of this Agreement, the University shall pay Coach, in equal biweekly installments, annualized supplemental compensation of two million five hundred thousand dollars (\$2,500,000) in recognition of Coach's efforts on behalf of the University for media, fundraising, community involvement, and endorsements of apparel and shoes. The University will receive and control all outside payments relating to apparel, shoes, and media appearances. Coach's supplemental compensation is subject to furloughs, pay freezes, salary reductions, or other similar or related adjustments to the same extent they may be required from time to time of other employees in the Department.

2.3. Incentive Compensation.

2.3.1. The University shall pay Coach incentive compensation as provided in the Schedule of Incentives, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

2.3.2. The University shall make payment to Coach for competition-related bonuses within thirty (30) days of being earned, and for all other bonuses on or before August 1. No bonus under this section will be earned or paid unless/until the University has determined that the conditions related to the payment have been met, including Coach's compliance with the material terms of this Agreement and any other conditions set forth in the Schedule of Incentives. Further, no competition-related bonus will be earned or paid unless Coach is employed as head coach of the Team on the final day of the regular season or any post-season play for each season, whichever is later; and no other bonus will be earned or paid unless Coach is employed on the final day of classes for the University's spring semester each academic year.

2.4 Buyout/Early Termination Payment. The University will cover the cost of any buyout or early termination provision in Coach's current contract of employment with Coach's current employer, up to a maximum of six hundred thousand dollars (\$600,000.00), i.e., any provision in Coach's current contract of employment that requires Coach to make payment to Coach's current employer if Coach leaves employment prior to the end of the contract term. The University and Coach will cooperate with one another, and will exchange information necessary to calculate and confirm the amount of the payment, as well as the terms and conditions that govern the payment. The payment will be made by the University directly to Coach's current employer. The payment will be made in a manner reasonably calculated to satisfy Coach's contractual obligation to Coach's current employer. Coach shall be responsible for any and all tax liability related to the payment.

2.5 Relocation Expenses. The University will reimburse Coach for all direct, actual, reasonable expenses associated with the relocation of Coach and Coach's family to the Twin Cities, in accordance with applicable University policy.

2.6. Benefits. Unless inconsistent with the terms of this Agreement, the University shall provide Coach with a benefit program as provided generally for its professional and administrative employees, as described in and in accordance with the Policies and Procedures. Notwithstanding any provision of this Agreement to the contrary, the amount of the benefits shall be determined based upon Coach's annual base salary, and shall not take into account any other compensation provided under this Agreement.

2.7. Automobile. Subject to University policy applicable generally to its coaches of intercollegiate athletics, the University shall provide Coach the use of an automobile throughout the Term of Employment.

2.8. Travel. The University shall provide space for Coach's wife and children on each charter plane trip to away football games, as well as lodging for those individuals to attend such games. Additional spousal travel appropriate for University purposes but unrelated to football games may be authorized by the Director. At Coach's discretion, spouses or significant others of assistant coaches and support staff members who report directly to Coach may travel with the Team to one regular season away game at the University's expense under University travel reimbursement policies. Additional travel-related expenditures for other individuals to attend away football games may be provided at the discretion of the Director.

2.9. Private Aircraft Use. Subject to availability, the University agrees to fly Coach by private (non-commercial) aircraft when Coach is making recruiting visits and for other, mutually agreed upon University business that is located more than two hundred (200) miles from the Twin Cities campus. Coach's use of such private aircraft shall not exceed 60 hours (including dead-head legs) in any one fiscal year.

2.10. Suites and Tickets. The University shall provide Coach access to the following tickets to University of Minnesota Gopher athletic events: a suite for all football games; up to twenty (20) tickets to any bowl game in which the Team participates; up to six (6) season tickets to home men's basketball games; up to four (4) season tickets to home men's hockey games; and tickets to other home athletic events for the football program to use at its discretion for the promotion and development of the program. As early as possible, but no later than twenty-four (24) hours prior to each game, Coach shall submit to the Athletic Ticket Office and to the Office of Athletic Compliance a list of the persons to whom Coach provided complimentary tickets for that game.

2.11. Nike Elite Allotment. Provided the University has an equipment supply agreement with Nike, and provided Nike offers Nike Elite allotments as part of that agreement in a sufficient amount, the University will provide Coach with an annual Nike Elite allotment of forty nine thousand dollars (\$49,000) for Coach to allocate to the football assistant coaches and support staff at his discretion. Allocations are a taxable benefit and will be reported through the University payroll system.

2.12. Tax Consequences. All salary and supplemental compensation under this Agreement shall be paid in accordance with the University's regular payroll procedures for professional and administrative employees, and shall be subject to withholding for applicable federal, state, and local income taxes, federal social security taxes, and other applicable taxes and

deductions. It is understood that there may be personal tax consequences attributable to Coach as a result of additional compensation, benefits, and amenities provided under this Agreement or otherwise associated with Coach's employment as head football coach, and that Coach is personally responsible for any and all such taxes.

2.13. Indemnification. If Coach incurs future tax liability related to the payment described above in section 2.4, Coach shall have the right to seek reimbursement for that liability as follows:

- a. Coach will be responsible for the first one hundred thousand dollars (\$100,000.00) of tax liability;
- b. The University will reimburse Coach for additional tax liability up to a maximum of five hundred thousand dollars (\$500,000.00);
- c. Coach will be responsible for any remaining tax liability beyond the University maximum.

Any amount paid by the University pursuant to this section will be added to the applicable Termination Fee established in section 3.6, along with an additional fixed fee of two hundred fifty-thousand dollars (\$250,000.00). If the University terminates this Agreement pursuant to section 3.1, the University will have no further obligation under this section. If the University terminates this Agreement pursuant to section 3.2, or if the Agreement terminates due to Coach's death or disability, the parties' obligations under this paragraph will survive the termination.

2.14. Exclusive Compensation. The compensation, cash and otherwise, provided to Coach under this Article II shall constitute the total and exclusive compensation owed by the University to Coach.

III. TERMINATION

3.1. The University's Right to Terminate for Cause. Upon written notice to Coach, the University may, for cause, terminate this Agreement or take other appropriate disciplinary action as permitted herein. "Cause" as used in this Agreement shall include, but not be limited to, the following conduct:

- a. A Level I or II violation of a rule of a Governing Association by or involving Coach as reasonably determined by the University, and for which the University has submitted notice to the Governing Association;
- b. A Level I or II violation of a rule of a Governing Association by an assistant coach of the Team or other individual related to the Team which, in the reasonable judgment of the University, Coach knew or should have known about with reasonable diligence and oversight, and for which the University has submitted notice to the Governing Association;

- c. Multiple Level III or IV violations of the rules of a Governing Association that, taken together, constitute a Level I or II violation as contemplated under NCAA Bylaws, Art. 19.02, as reasonably determined by the University, and for which the University reasonably determines Coach had actual knowledge or should have known about with reasonable diligence and oversight;
- d. Failure to report any and all Level I, II, III, or IV violations of the rules of a Governing Association related to the Team, when the University reasonably determines that Coach knew or should have known about such failure with reasonable diligence and oversight;
- e. A substantial failure to perform material responsibilities under this Agreement following written notice from the Director specifying such failure and providing, where practicable, a twenty (20) day opportunity to cure such failure;
- f. Material fraud or dishonesty of Coach, as reasonably determined by the University, in the performance of his duties or responsibilities under this Agreement and/or during the hiring process;
- g. Falsifying or altering documents or records of the University or a Governing Association; or any other documents or records required to be prepared, maintained, or submitted by law, Governing Association rules, or University rules; or any other documents or records pertaining to any recruit or student-athlete; and/or assisting in such acts by any other person; as reasonably determined by the University;
- h. Failure by Coach to respond accurately and fully, within a reasonable time, to any request or inquiry relating to the performance of Coach's duties hereunder or at any other institution, propounded by the University, a Governing Association, or any other body having oversight or jurisdiction; or as required by law, Governing Association rules, or University rules; as reasonably determined by the University;
- i. Coach's instruction to any coach, student, or other person to respond inaccurately or incompletely to any request or inquiry; including any instruction to destroy or conceal any evidence or information concerning a matter relevant to the University's students or athletic programs, or those of any other institution of higher learning; propounded by the University, a Governing Association, or any other body having oversight or jurisdiction; or as required by law, Governing Association rules or University rules; as reasonably determined by the University;
- j. Coach's soliciting, placing, or accepting a bet on any intercollegiate or professional athletic contest; Coach's expressly permitting, condoning, or encouraging any illegal gambling, bookmaking, or illegal betting involving any intercollegiate or professional athletic contest; or Coach's furnishing information or data relating in any manner to football or any other sport to any individual

known by Coach or whom Coach should reasonably know to be involved in gambling, betting, or bookmaking;

- l.** Sale, use, or possession by Coach of any narcotics, drugs, controlled substances, steroids, or other chemicals (excluding any such substances which are prescribed by Coach's physician and taken consistent with the instructions provided by said physician) in violation of law, Governing Association rules, or University rules; or Coach's encouraging or condoning such sale, use, or possession by a student-athlete, assistant coach, Department staff member, or any other person; as reasonably determined by the University.
- m.** Use or consumption by Coach of alcoholic beverages, drugs, controlled substances, or other chemicals (excluding any such substances which are prescribed by Coach's physician, and taken consistent with the instructions provided by said physician), so as to materially impair Coach's ability to perform Coach's duties hereunder, as reasonably determined by the University;
- n.** Failure by Coach to cooperate in the enforcement of any drug testing program established by the University;
- o.** Failure by Coach to obtain prior approval for outside activities, or to accurately report all sources and amounts of income and benefits, as required by this Agreement, Governing Association rules, or University rules, as reasonably determined by the University;
- p.** Coach's refusal to obey and/or carry out any reasonable assignment or directive from the Director following written notice from the Director specifying such failure and providing, where practicable, a five (5) day opportunity to cure such failure; or
- q.** Coach's commission of or participation in any act, situation, or occurrence, which, in the University's judgment, brings Coach or the University into public disrepute, embarrassment, contempt, scandal, or ridicule.

The University shall not be responsible to Coach for any compensation, benefit, or other payment of any kind after the date of any termination for cause under this Section 3.1.

3.2. The University's Right to Terminate Without Cause.

3.2.1. The University may terminate this Agreement at any time without cause upon thirty (30) days written notice to Coach. In such event, the University shall pay Coach a Termination Fee equal to the following cumulative amounts for each contract year remaining: three million five hundred thousand (\$3,500,000) for contract year one; three million five hundred thousand (\$3,500,000) for contract year two; two million five hundred thousand for contract year three (\$2,500,000); one million five hundred thousand (\$1,500,000) for contract year four; and one million five hundred thousand (\$1,500,000) for contract year five. It is understood by both parties that any partial year remaining at the time of termination will be prorated. For example, if the termination occurred on the

last day of contract year two, i.e., Dec. 31, 2018, the payment would be five million five hundred thousand (\$5,500,000), or if termination occurred half-way through contract year three, the payment would be four million two hundred fifty thousand (\$4,250,000), i.e., one million two hundred fifty thousand (\$1,250,000) for the remainder of contract year three, and one-million five hundred thousand (\$1,500,000) for each of contract years four and five.

3.2.2. Any Termination Fee paid under this Section 3.2 shall be subject to withholding for applicable federal and state income taxes, federal social security taxes, and all other applicable taxes and deductions. The parties agree to discuss in good faith and use reasonable efforts to reach an understanding regarding a payment schedule for the Termination Fee that allows Coach and the University to fulfill their obligations, under the Internal Revenue Code of 1986, as amended, (the “Internal Revenue Code”) and otherwise, without significantly increasing or accelerating the tax consequences associated with the Termination Fee. In the event those discussions do not result in an agreement, then the Termination Fee will be paid on a monthly basis in accordance with the following schedule:

a. The first installment will be equal to the amount of federal, state, and local income tax and the amount of FICA withholding that would have been remitted by the University if there had been a payment of wages to Coach on the date of his involuntary termination equal to the income includible by Coach on the Termination Fee under Section 457(f) of the Internal Revenue Code. This installment will be paid within sixty (60) days following the date of his notice of termination.

b. The second and remaining installments will be paid over the remaining Term of Employment in substantially equal amounts by pay period.

3.2.3. If the University makes full payment under this Section 3.2, Coach waives the right to seek additional compensation or damages from the University. Termination under this Section 3.2 shall supersede all rights Coach may have under the Policies and Procedures including but not limited to any rights to notice or layoff programs.

3.2.4. As a condition of receipt of any payment this Section 3.2., Coach is required to mitigate the University’s obligations by making reasonable and diligent efforts (under the circumstances and opportunities then prevailing) to obtain a comparable employment position (for example, but not limited to, media commentator with a national broadcast or cable company, professional football assistant or head coach, head football coach of an NCAA Division I team) as soon as practicable following termination of employment.

3.2.5. If Coach is employed post termination (i.e., during the Term of Employment, had this Agreement naturally expired) in a comparable position, then payments under this Section 3.2 shall cease only if Coach's monthly compensation in the comparable position, excluding reasonable and usual non-monetary fringe benefits such as health and life insurance, club memberships and use of vehicles, is equal to or greater

than University's obligation to pay liquidated damages under Section 3.2.1 prorated on a monthly basis. If Coach's monthly compensation, excluding reasonable and usual non-monetary fringe benefits, from such new employment is less than University's monthly obligation to pay liquidated damages under Section 3.2.1 the amount of University's obligation to pay liquidated damages shall be reduced by the amount of Coach's compensation, excluding reasonable and usual non-monetary fringe benefits, from such new employment.

3.2.6. Coach agrees that, as a condition of receiving any portion of the Termination Fee under this Section 3.2, Coach or, in the case of any amounts due after Coach's death, the person to whom those amounts are payable (collectively, the "Payee") and the University must execute a release agreement in the format attached as Exhibit B.

3.2.5. For purposes of this Section 3.2, any reference to Coach's "termination of employment" by the University (or any form of the phrase "termination of employment") shall mean Coach's "separation from service" within the meaning of Section 409A of the Internal Revenue Code and Treasury Regulation Section 1.409A-1(h).

3.3. NCAA Enforcement Provisions (NCAA Bylaw 11.2.1). Notwithstanding any other provision of this Agreement to the contrary, if Coach is found in violation of any NCAA rule or regulation (following all timely appeals), Coach is subject to disciplinary or corrective actions as provided by NCAA enforcement procedures.

3.4. Disciplinary Procedure. In the event of any proposed disciplinary action, the Director shall give Coach, orally or in writing, notice of the allegations and an opportunity to present, in person, information relating to the allegations. If the Director then determines that discipline is appropriate, the Director shall, in writing, notify coach of the discipline and the reasons therefore.

3.5. Limited Liability. Subject to the terms of this Agreement, in no event shall the University be liable for the loss by Coach of any bonuses, benefits, perquisites, or income, including, but not limited to, those arising out of or relating to consulting relationships, camps, clinics, media appearances, or from any other sources whatsoever, that may ensue as a result of the University's termination of this Agreement, unless otherwise expressly stated herein. The terms of this Section 3.5 shall not release the University from its obligations to Coach under Section 3.2 of this Agreement.

3.6. Coach's Right to Terminate Without Just Cause. In the event Coach terminates this Agreement during the Term of Employment without just cause (which is hereby permitted), Coach shall pay the University as a Termination Fee an amount equal to one million dollars (\$1,000,000.00) per season remaining for the Term of Employment. For purpose of this paragraph, "season" means the Team's regular season plus any post-season play if Team is invited to participate. If Coach is employed as the University's Head Football Coach at the completion of a season, then that season shall not be included in the per season remaining calculation. Payment shall be made no later than sixty (60) days from the date of notice of termination or in equal monthly installments over the remaining life of the Agreement (in

Coach's discretion). The University and Coach agree to execute a release agreement in the form attached as Exhibit C in connection with this payment.

IV. REVIEW

The Parties agree that within sixty (60) days of the end of contract year two they will engage in a good faith review of the contract terms and provisions, including but not limited to the Term of Employment and contract guarantee provisions. Neither Party is obligated to make or accept any changes to the Agreement in connection with this review.

V. BOARD APPROVAL AND BACKGROUND CHECK

The parties acknowledge and agree that this Agreement is subject to formal approval by the University's Board of Regents (BOR), and the completion of a background check and NCAA review by the University. This Agreement shall not be final or binding until formally approved by the BOR, and until the background check and NCAA review are completed. If the BOR does not approve the Agreement, or if the background check or NCAA review reveal significant negative information, then there will be no agreement between the parties, and the parties will have no further rights or obligations towards one another, under this Agreement or otherwise (e.g., no right to any additional notice, no right to employment, no right to any ongoing compensation or benefits, no termination rights, and no right to any Termination Fee or payout.).

VI. PROVISIONS OF GENERAL APPLICATION

4.1. Agreement Renewal. Prior to the end of the Term of Employment, Coach will be given notice of the renewal or nonrenewal of this Agreement and the terms of any renewal. If the Agreement is not renewed, Coach shall be given thirty (30) days' notice of non-renewal and if such notice is not given thirty (30) days before the end of the term, the Agreement shall be extended to cover the notice period. This provision shall supersede all rights under University Policies and Procedures including but not limited to any notice requirements or layoff programs.

4.2. Scheduling of Non-Conference Games. Subject to University rules and delegation of authority and Governing Association rules, the Director or the Director's designee shall contract for and establish the football schedule of the Team, and negotiate the terms of the various football game contracts, and accept invitations for pre-season or post-season play. Coach shall be reasonably consulted by the Director or the Director's designee as to the identity of opponents, playing site, and time of play prior to agreeing or contracting with another institution.

4.3. Camp Facility Usage. The University will provide Coach the opportunity to utilize Department facilities for twelve (12) days each year for him to operate football camps, in accordance with University and Department policies and procedures (upon the best terms and conditions offered to any other coach or entity).

4.4. Assignment of Rights. Coach acknowledges that the total compensation to be paid to Coach as head football coach is intended to include any and all amounts Coach might have expected to receive from (1) any television and radio shows and advertising revenues derived from those shows; and (2) any arrangements with athletic shoe, apparel, or equipment

companies. It is therefore understood and agreed that any and all rights Coach has in the production and compensation for any television and radio shows and related advertising and any shoe, apparel or equipment arrangements are hereby assigned in their entirety to the University.

In connection with said assignment, Coach:

- a. Grants to the University the right to use the Coach's name and likeness in promoting any television or radio show;
- b. Grants to the University the right to permit others to sell all or a portion of the advertising for any such show;
- c. Grants to the University the right to collect and retain the revenues generated from the sale of advertising on any such show;
- d. Agrees to appear on any such show and to work cooperatively with the producer of such show in scheduling taping sessions and other related production issues; and
- e. Agrees to work cooperatively with any shoe, apparel or equipment company to assist in the fulfillment of the University's obligations under any arrangement with the shoe, apparel or equipment company.

It is further expressly understood that the University may reassign any and all of the rights assigned to it by Coach.

4.5. Report of Athletically Related Income (NCAA Bylaw 11.2.2). The University and Coach hereby stipulate that Coach shall annually provide to the Director a written detailed account of all Coach's athletically related income and benefits from sources outside the University including, but not limited to, the following:

- a. Annuity income related in any way to Coach's coaching, recruiting, or educational duties at the University;
- b. Sports camps;
- c. Housing benefits (including preferential housing arrangements);
- d. Country club memberships;
- e. Complimentary ticket sales;
- f. Television and radio programs; or
- g. Endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

In addition, Coach shall comply with University of Minnesota policy and procedures regarding "Outside Consulting and Commitments by Intercollegiate Athletic Staff." The policies

and procedures include, but are not limited to, receiving prior approval for any endorsement of a product or service, use of University trademarks and outside consulting commitments.

4.6. Notices/Administration. All notices, requests, and other communications from one of the parties to the other shall be in writing and, except as otherwise provided herein, shall be considered to have been duly given or served if sent by United States mail, first-class, certified or registered, postage pre-paid, return receipt requested, to the respective party at his or its address set forth below or to such other address set forth below or to such other address as such party may hereafter designate by notice to the other:

As to Coach: Philip John Fleck
University of Minnesota
220A Gibson/Nagurski Football Complex
600 15th Avenue Southeast
Minneapolis, MN 55455

As to the University: University of Minnesota
Department of Intercollegiate Athletics
Attention: Director of Athletics
516 15th Avenue S.E.
Minneapolis, MN 55455

With copy to: University of Minnesota
Office of the General Counsel
Attention: General Counsel
360 McNamara Alumni Center
200 Oak Street S.E.
Minneapolis, MN 55455-2006

4.7. Amendment. Any amendment to this Agreement shall be in writing executed and delivered by the parties.

4.8. Parties in Interest/Assignment. This Agreement shall be binding upon and the benefits and obligations provided for herein shall inure to the parties hereto and their respective heirs, legal representatives, successors, assigns, transferees, or donees, as the case may be. No portion of this Agreement shall be assignable without the prior written consent of the other party.

4.9. Effect of Prior Agreements. This Agreement is intended by the parties as the final and binding expression of their contract and agreement and as the complete and exclusive statement of the terms thereof. This Agreement supersedes and revokes all prior negotiations, representations, and agreements, whether oral or written, relating to the subject matter hereof, except as expressly provided herein.

4.10. Enforceability. If any provision contained herein shall be deemed or declared unenforceable, invalid, or void, the same shall not impair any of the other provisions contained herein, which shall be enforced in accordance with their respective terms.

4.11. Construction. The headings preceding and labeling the sections of this Agreement are for the purpose of identification only and shall not in any event be employed or used for the purpose of construction or interpretation of any portion of this Agreement. No waiver by any party of any default or nonperformance hereunder shall be deemed a waiver of any subsequent default or nonperformance. As used herein and where necessary, the singular shall include the plural and vice versa, and masculine, feminine, and neuter expressions shall be interchangeable.

4.12. Applicable Law. The laws of the state of Minnesota shall govern this Agreement and any construction or interpretation thereof.


IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first shown above.

Date: 2-6-2017

By: 
Philip John Fleck
Coach

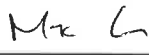
REGENTS OF THE UNIVERSITY OF MINNESOTA

Date: 2/7/17

By: 
Eric W. Kaler
President

Recommended for Approval:

Date: 2/6/17

By: 
Mark Coyle
Director of Athletics

Approved as to Form and Legality:

Date: February 7, 2017

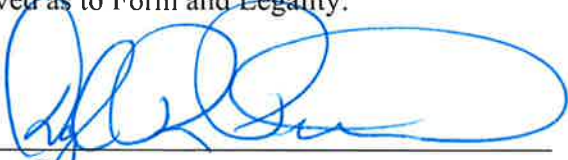
By: 
Doug Peterson
General Counsel

EXHIBIT A

SCHEDULE OF INCENTIVES

In lieu of any other performance-based bonus plan the University may adopt for sports coaches or other University employees, the University shall pay Coach the following annual incentive bonuses, consistent with the requirements of Section 2.3 and all other terms of this Agreement:

I. Incentive compensation for achieving athletic performance goals as follows:

a) Winning the Big Ten Championship	\$150,000
b) A win or tie for the Championship of a Big Ten Football Division	\$100,000
c) Being Named National Coach of the Year by a nationally recognized organization from a list agreed upon by Coach and the Director (see note below)	\$100,000
d) Being Named Conference Coach of the Year by the Big Ten Coaches Poll or the Big Ten Media Poll	\$50,000

The amounts provided within this paragraph shall be cumulative.

II. Incentive compensation for receiving an invitation to and participating and coaching in any one of the following bowl games (to be redone if Conference realignment or bowl games change)

a) College Football National Championship	\$300,000
b) Participate in College Football Play-Off Semi-Final	\$200,000
c) Participate in one of the six College Football Play-Off Bowl Games, but not Semi-Final.	\$150,000
d) Participate in a bowl game and be the first or second teams remaining in the overall conference standings not selected to participate in the College Football Play-off Bowl games.	\$125,000
e) Participate in bowl game not identified in sections a, b, or c above	\$75,000

The amounts provided within this paragraph are not cumulative.

III. If Team wins a bowl game against an opponent from the ACC, SEC, Big 12 or PAC-12	\$50,000
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The team must end the regular season with a minimum of six (6) wins in order for Coach to earn or be eligible for any of the bonuses set forth in Sections II or III above.

IV. Academic Performance - APR. The University shall pay Coach a bonus based on the annual Academic Progress Rate (“APR”) for the Team as established each year by the NCAA, beginning at the end of the 2017-2018 academic year, as follows:

a) APR greater than or equal to 960	\$30,000
b) APR greater than or equal to 970	\$50,000
c) APR greater than or equal to 980	\$75,000

The amounts provided within this paragraph are not cumulative.

V. Graduation Success Rate. The University shall pay Coach a bonus based on the Graduation Success Rate (“Graduation Success Rate”) for the Team as determined each year by the University consistent with NCAA rules, beginning at the end of the 2017-2018 academic year:

Percentage greater than or equal to 85	\$75,000
Percentage greater than or equal to 75	\$50,000

The amounts provided within this paragraph are not cumulative.

Note: Below is the list of nationally recognized organizations for which Coach would receive the National Coach of the Year bonus noted in I. d).

AFCA Coach of the Year
Associated Press College Football Coach of the Year Award
Bobby Dodd Coach of the Year Award
Eddie Robinson Coach of the Year
George Munger Award
Home Depot Coach of the Year Award
Paul “Bear” Bryant Award
Sporting News College Football Coach of the Year
Walter Camp Coach of the Year Award
Bobby Bowden National Coach of the Year

EXHIBIT B

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (the "Agreement") is entered into and made effective on this ____ day of _____ 20__ between Regents of the University of Minnesota ("University"), on behalf of its Department of Intercollegiate Athletics ("Department"), and Philip John Fleck ("Coach"). The parties identified above may be referred to herein collectively as the "Parties," and any individual party identified above may be referred to herein as a "Party."

WITNESSETH

WHEREAS, the Parties entered into an agreement entitled, "Employment Agreement," made effective as of _____, 2017 (the "Employment Agreement"); and

WHEREAS, the University formerly employed Coach as the head coach of the University's intercollegiate football team; and

WHEREAS, the University has terminated Coach without cause under the terms of the Employment Agreement; and

WHEREAS, pursuant to the Employment Agreement, the University is obligated, subject to the terms and conditions found therein, to make certain payments to Coach; and

WHEREAS, as one condition precedent to the University's payment obligations to Coach, Coach must execute a release in favor of the University;

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Release. Coach hereby irrevocably and unconditionally releases, acquits, and forever discharges the University and each of its trustees, officers, representatives, and divisions, (collectively, the "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations or breaches of any contracts, express or implied, or any tort, or any legal restrictions on the University's rights to terminate employees, or any federal, state or other governmental statute, regulation, or ordinance, including but not limited to the Minnesota Human Rights Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and any other law (the "Claim" or "Claims"), which Coach now has, owns or holds, or claims to have, own or hold, or which Coach at any time heretofore had, owned or held, or claimed to have, had, owned or held, against each or any of the Releasees at any time up to and including the date of this Agreement, which is stated above. It is Coach's express intent that

this release be a broad and general as the law permits. However, it does not include claims for worker's compensation.

2. Prohibition Against Litigation. Except as prohibited by law, in consideration of the benefits conferred by this Agreement and by the Employment Agreement, Coach will not sue any of the Releasees on any of the released Claims or join as a party with others who may sue on any such Claims.

3. Representations and Warranties. Coach hereby represents and warrants that he has not filed, nor has he assigned to others the right to file, any complaints, charges, or lawsuits against any of the Releasees with any governmental agency or any court, and that Coach will not file, assign to others the right to file, or make any further claims against the Releasees at any time hereafter for actions taken up to and including the effective date of this Agreement, which is stated above.

4. Representations Regarding Existing Claims. Coach acknowledges and represents that he has no knowledge of any actions or inactions by any of the Releasees that he believes would constitute basis for a claimed violation of any federal, state, or local law, any common law, or any rule promulgated by an administrative body.

5. Governing Law. The laws of the state of Minnesota shall govern this Agreement and any construction or interpretation thereof.

6. MHRA Rescission Period. As required by law, this paragraph provides Coach with notice that the release contained in this agreement applies to claims arising under the Minnesota Human Rights Act (MHRA). Coach may rescind the release of MHRA claims within fifteen (15) calendar days of the date of Coach's signature on this Agreement. To be effective, the rescission must be in writing and delivered to: Douglas R. Peterson, Office of the General Counsel, 360 McNamara Alumni Center, 200 Oak Street SE, Minneapolis, MN 55455. The rescission may be delivered by hand or by mail. If delivered by mail, the rescission must be postmarked within the 15-day period; properly addressed; and sent by certified mail, return receipt requested. Otherwise, the rescission will not be effective. If Coach rescinds the release, or any portion of the release, each and every provision of this agreement shall immediately become null and void.

7. ADEA Rescission Period. As required by law, this paragraph provides Coach with notice that the release contained in this Agreement applies to claims arising under the Age Discrimination in Employment Act (ADEA). Coach may rescind the release of ADEA claims within seven (7) calendar days of the date of Coach's signature on this Agreement. To be effective, the rescission must be in writing and delivered to: Douglas R. Peterson, Office of the General Counsel, 360 McNamara Alumni Center, 200 Oak Street SE, Minneapolis, MN 55455. The rescission may be delivered by hand or by mail. If delivered by mail, the rescission must be postmarked within the 7-day period; properly addressed; and sent by certified mail, return receipt requested. Otherwise, the rescission will not be effective. If Coach rescinds the release, or any portion of the release, each and every provision of this Agreement shall immediately become null and void.

8. 21-Day Consideration Period. Coach understands that, by law, Coach may take up to twenty-one (21) days to consider the terms of this Agreement before signing it. Coach further understands that Coach may choose to sign the Agreement prior to the expiration of the twenty-one (21) day consideration period. If Coach chooses to sign the Agreement prior to the expiration of the twenty-one (21) day consideration period, Coach will waive the remainder of the twenty-one (21) day consideration period.

9 Right to Consult with Legal Counsel. Coach is notified by this paragraph that he has the right to consult with legal counsel regarding this Agreement before signing. Coach affirms that he has executed that right to the full extent Coach deemed necessary prior to signing.

10. Counterparts; Facsimiles. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing the Agreement, a document signed and transmitted by facsimile machine, electronic mail, or other commercially accepted electronic or mechanical means is to be treated as an original document.

11. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters set forth herein, except the agreement contained in Section 3.2 of the Employment Agreement requiring Coach to mitigate his damages and/or to show good-faith efforts to mitigate, which provision is hereby incorporated by reference as if fully set forth word-for-word herein. Coach shall report on a regular basis, which shall be no less frequent than once per calendar quarter, a detailed description of his efforts to mitigate, and, if Coach obtains any other type of employment, the quarterly reports shall show the dates of employment and the total compensation level. Other than the matters set forth in this Agreement, including this Paragraph 10, there are no agreements, either written or oral, other than those set forth herein with regard to the subject matter of this Agreement.

12. Severability. Each provision of this Agreement is severable from all other provisions of the Agreement. If any governmental authority having jurisdiction over the matters herein determines, during or at the conclusion of any litigation, that any provision of the Agreement will be invalid or unenforceable, the provision will be deemed modified only to the extent necessary to render it valid and enforceable, and all remaining provisions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year first above written.

Regents of the University of Minnesota

Coach

By: _____

Philip John Fleck

(print name and title)

EXHIBIT C

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (the "Agreement") is entered into and made effective on this ____ day of _____ 20__ between Regents of the University of Minnesota ("University"), on behalf of its Department of Intercollegiate Athletics ("Department"), and Philip John Fleck ("Coach"). The parties identified above may be referred to herein collectively as the "Parties," and any individual party identified above may be referred to herein as a "Party."

WITNESSETH

WHEREAS, the Parties entered into an agreement entitled, "Employment Agreement," made effective as of _____, 2017 (the "Employment Agreement"); and

WHEREAS, the University formerly employed Coach as the head coach of the University's intercollegiate football team; and

WHEREAS, Coach has terminated the Employment Agreement without just cause under the terms of the Employment Agreement; and

WHEREAS, pursuant to the Employment Agreement, Coach is obligated, subject to the terms and conditions found therein, to make certain payments to the University; and

WHEREAS, as one condition precedent to Coach's payment obligations to the University, the University must execute a release in favor of Coach;

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Release. The University hereby irrevocably and unconditionally releases, acquits, and forever discharges Coach, his estate, and each of their representatives (collectively, the "Releasees") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations or breaches of any contracts, express or implied, or any tort, or any legal restrictions on the Coach's right to terminate the Employment Agreement (the "Claim" or "Claims"), which the University now has, owns or holds, or claims to have, own or hold, or which the University at any time heretofore had, owned or held, or claimed to have, had, owned or held, against each or any of the Releasees at any time up to and including the effective date of this Agreement, which is stated above.

2. Prohibition Against Litigation. Except as prohibited by law, in consideration of the benefits conferred by this Agreement and by the Employment Agreement, the University will

not sue any of the Releasees on any of the released Claims or join as a party with others who may sue on any such Claims.

3. Representations and Warranties. The University hereby represents and warrants that it has not filed, nor has it assigned to others the right to file, any complaints, charges, or lawsuits against any of the Releasees with any governmental agency or any court, and that the University will not file, assign to others the right to file, or make any further claims against the Releasees at any time hereafter for actions taken up to and including the effective date of this Agreement, which is stated above.

4. Representations Regarding Existing Claims. The University acknowledges and represents that it has no knowledge of any actions or inactions by any of the Releasees that it believes would constitute basis for a claimed violation of any federal, state, or local law, any common law, or any rule promulgated by an administrative body.

5. Governing Law. The laws of the state of Minnesota shall govern this Agreement and any construction or interpretation thereof.

6. Counterparts; Facsimiles. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing the Agreement, a document signed and transmitted by facsimile machine, electronic mail, or other commercially accepted electronic or mechanical means is to be treated as an original document.

7. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters set forth herein, except the agreement contained in Section 3.6 of the Employment Agreement, which provision is hereby incorporated by reference as if fully set forth word-for-word herein, and cannot be altered or modified except by an agreement in writing signed by both Parties.

8. Severability. Each provision of this Agreement is severable from all other provisions of the Agreement. If any governmental authority having jurisdiction over the matters herein determines, during or at the conclusion of any litigation, that any provision of the Agreement will be invalid or unenforceable, the provision will be deemed modified only to the extent necessary to render it valid and enforceable, and all remaining provisions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year first above written.

Regents of the University of Minnesota

Coach

By: _____

Philip John Fleck

(print name and title)

Tenured Outside Hires

The decision of the Board of Regents to confer tenure and rank for any individual faculty hire from outside the University of Minnesota becomes effective on the first day of that faculty member's academic appointment at the University.

Tenured Hires for the February 2017 Board of Regents meeting – Twin Cities campus Recommended by Executive Vice President and Provost Karen Hanson

Christina Ewig

**Professor with tenure
Humphrey School of Public Affairs**

Christina Ewig received her Ph.D. in political science from the University of North Carolina at Chapel Hill in 2001. Previously, she served as a tenured professor at the University of Wisconsin, Madison. Her research encompasses two main areas of public policy: gender and social policy, and gender and electoral politics. Professor Ewig has a strong publication record with three books, eight peer-reviewed journal articles, and ten book chapters. She takes an interdisciplinary approach to teaching at both the graduate and undergraduate levels and her student evaluation scores are consistently high. Professor Ewig brings to the University an outstanding service record at the local, national, and international levels.

Rong Stephanie Huang

**Associate professor with tenure
Department of Experimental and Clinical Pharmacology
College of Pharmacy**

Rong Stephanie Huang received her Ph.D. in clinical pharmacy from Purdue University in 2005. Currently, she is a highly productive assistant professor at the University of Chicago. Her research focuses on translational pharmacogenomics with an emphasis on pharmacogenomics of anti-cancer agents. Professor Huang's impressive publication record consists of research-driven work published in high-impact journals. She is an active and excellent teaching having received an outstanding teaching award at Purdue and the prestigious Charles Huggins seminar series at the University of Chicago. Her extensive record of service to the field includes peer reviewing of journals, service on editorial boards, grant reviewing and advisory positions, and multiple national awards.



BOARD OF REGENTS DOCKET ITEM SUMMARY

Faculty & Staff Affairs

February 9, 2017

AGENDA ITEM: Information Items

Review

Review + Action

Action

Discussion

This is a report required by Board policy.

PRESENTERS: Kathryn F. Brown, Vice President, Office of Human Resources

PURPOSE & KEY POINTS

The purpose of this item is to inform the Board of Regents of noteworthy items, administrative actions, and local, regional, and national policy issues affecting University units and departments. Specific items covered include personnel highlights, University highlights, and faculty and staff activities and awards; and the updated Workforce Metrics Report

BACKGROUND INFORMATION

This Information Report appears as a regular item on the Faculty & Staff Affairs Committee agenda. The committee last received the Workforce Metrics Report at its February 2016 meeting. The current report updates the metrics with data from the ninth payroll of the 2016-2017 fiscal year.

UNIVERSITY OF MINNESOTA

BOARD OF REGENTS

February 9, 2017 Faculty and Staff Affairs Committee Information Report

This report does not capture and record a complete listing of the significant awards and activities of the University community but, rather, makes note of unit reported items in these areas. It also highlights reports and activities at the local, regional, and national level in the area of faculty and staff affairs.

Personnel

Michelle Behr was named chancellor of the University of Minnesota, Morris, effective February 6. She comes to UMM from Birmingham-Southern College in Birmingham, Alabama, where she has served since 2014 as provost, senior vice president for academic affairs, and dean of the college. She holds both a master's degree in anthropology and a Ph.D. in geography from Arizona State University. She received her bachelor's degree in anthropology with honors from the University of California, Santa Cruz.

Allen S. Levine is serving as Interim Vice President for Research, effective January 1, 2017. He was dean of the College of Food, Agricultural and Natural Resources Sciences for seven years and more recently served as Vice Provost for Faculty and Academic Affairs and as a Provost Office liaison for academic initiatives. He is a professor in the department of food science and nutrition and an adjunct professor in psychiatry. He is also a member of the graduate faculties in nutrition and in food science.

Soo-Yin Lim-Thompson, professor and head of UMC's Liberal Arts & Education Department, has been appointed interim vice chancellor for academic affairs, effective January 1, 2017. The most senior of the academic department heads, she has been a faculty member, program leader, and respected UMC colleague for more than 30 years.

University Highlights

The Aurora Center, one of the oldest campus sexual assault resource and advocacy centers in the country, is celebrating its 30th anniversary this year and has been named as a best practices model by the Department of Justice.

The University of Minnesota Crookston was presented with the Large Business of the Year Award at the Crookston Chamber and Visitors Bureau Celebration and Awards Night in December.

The University of Minnesota, Morris has been named to *Kiplinger's Personal Finance's* list of the Top 300 Best College Values of 2017. This is the ninth consecutive year in which the campus has been included on the public colleges list, which acknowledges academic quality and affordability.

Faculty and Staff Activities and Awards

Jonathan Anderson, UMM facilities management, has been named the 2016 Firefighter of the Year by the Morris Fire Department. The honor acknowledges "performance beyond normal duties,

appreciation of the work, having a positive impact, and being an all-around good person.” Anderson has been a member of the fire department for nine years.

A paper on equine shivers coauthored by several University of Minnesota researchers won the 2016 Journal Scholarship Award from the Davis-Thompson Foundation for the Advancement of Veterinary and Comparative Pathology. The article, “The Equine Movement Disorder ‘Shivers’ is Associated with Selective Cerebellar Purkinje Cell Axonal Degeneration” was the culmination of a four-year project. Co-authors from the College of Veterinary Medicine include Anibal Armién, Natalie Barnes, Jan Shivers, and former CVM faculty member Stephanie Valberg.

Beth Bartlett, UMD Department of Women, Gender and Sexuality Studies, was awarded the 2016 Women of Distinction award from the Duluth YWCA and the 2016 Community Ally Award from the Program to Aid Victims of Sexual Assault.

Angela Birnbaum, experimental and clinical pharmacology, was named a fellow of the American Epilepsy Society (AES). Designation as a fellow recognizes AES members who have shared their time and talents to advance the society’s mission and made meaningful contributions to the field of epilepsy.

Professor emeritus of English Michael Dennis Browne wrote the lyrics for a song that was performed at the presidential inauguration. “Now We Belong” is a tribute to multiculturalism that melds Browne’s lyrics with music by composer John Wykoff of Lee University in Tennessee. It was performed by the Missouri State University Chorale.

Corjena Cheung, nursing, received the Midwest Nursing Research Society Dissertation Research Grant award.

The top 60 papers in the past 60 years in *Limnology and Oceanography* included work by John Downing, Robert Hecky, Liz Minor, and Robert Sterner, all with Large Lakes Observatory.

Jeni Eltink, UMD Kirby Student Center, received the Association of College Unions International’s Inspiring Vision Award. The award honors those who exemplify their university’s mission, vision, and values as well as those of the Association.

Andrea Fahrenkrug veterinary medicine advancement team, recently completed her second three-year term on the board of directors of the Minnesota chapter of the Association of Fundraising Professionals. Founded in 1960, the association advances philanthropy through its more than 30,000 members in 230 chapters throughout the world.

Linda Bane Frizzell, public health, has been named to the U.S. Department of Health & Human Services’ Advisory Committee on Minority Health. The committee guides the department in developing goals and activities that benefit minority populations, including disease prevention, health promotion and education, service access and delivery, disparity reduction, and research. Frizzell is a top national expert in American Indian health research, practice, and policy.

Anab Gulaid, Institute on Community Integration (ICI), was invited to join the National Advisory Committee for the Diversity & Inclusion Training Action Plan (D&I-TAP), a one-year project funded by the Administration on Intellectual and Developmental Disabilities, Administration for Community Living, U.S. Department of Health and Human Services. The goal of the project is to

research, develop, and disseminate a D&I-TAP for the national network of University Centers for Excellence in Developmental Disabilities, of which ICI is a member.

Alok Gupta, information/decision sciences, has been honored with a Fellow Award from the Association for Information Systems (AIS). The AIS Fellow Award recognizes individuals who have made outstanding contributions to the information systems discipline in terms of research, teaching, and service. The award is quite selective; the only previous Carlson School faculty to receive it was Professor Emeritus Gordon Davis in 2000.

The Association of American Law Schools has announced the winners of its 2017 section awards for excellence in legal education. Joan Howland, associate dean for information and technology and director of the Law Library, was chosen to receive the AALS Section on Law Libraries and Legal Information Award.

Twin Cities Business magazine's list of the top 100 people to know in 2017 includes two U of M faculty members. Law School Dean Garry Jenkins was recognized for his "Wall Street savvy" and his "reputation for collaborative leadership." Dan Knights, CBS Biotechnology Institute, was chosen for his groundbreaking research into the human microbiome and how it is connected to a range of diseases. The magazine's annual list recognizes key individuals they expect to make a lasting impact on local business, the regional economy, and the quality of life in and around Minnesota.

Larry Kallio, accounting, is serving a three-year term on the SEC Regulations Committee of the Center for Audit Quality (CAQ). The CAQ is an autonomous, nonpartisan, and nonprofit public policy organization based in Washington, D.C. Its SEC Regulations Committee meets quarterly with the SEC Commissioners to discuss emerging technical accounting and reporting issues relating to SEC rules and regulations. To provide a broad perspective on issues, the committee has representatives from the accounting industry, the investor community, and one person from academia.

Charalampos Kalodimos, biochemistry, molecular biology and biophysics, is a 2016 recipient of The Raymond and Beverly Sackler International Prize in the Physical Sciences for Chemistry, awarded at Tel Aviv University. He was recognized for using nuclear magnetic resonance spectroscopy to produce "beautifully detailed characterizations of structure, function and dynamics in a number of challenging and important biological systems."

An article by Katy B. Kozhimannil, health policy and management, was recognized by *The American Journal of Managed Care* as one of the top five most-read articles written by contributors in 2016. Her article, "Hospital or Home: Building a Better US Maternity Care System," suggested that the US maternity care system should emulate other countries by working toward structural integration across birth settings.

The Big Ten Cancer Research Consortium elected Robert Kratzke, hematology, oncology and transplantation, as its inaugural Steering Committee Chair. Kratzke will lead the initiative to transform cancer research through collaboration across Big Ten universities.

Fernando L.L. Leite, veterinary and biomedical sciences, won the Lynn Jones Memorial Award for Best Oral Presentation for "*Lawsonia intracellularis* Vaccination Decreases *Salmonella enterica* serovar *Typhimurium* Shedding in Coinfected Pigs" at the Conference of Research Workers in Animal Diseases in December.

Peg Lonquist, Women's Center, received the National Women's Studies Association Women's Center Lifetime Achievement Award.

Clement Loo, UMM environmental studies, has been selected for a seat on the Association for the Advancement of Sustainability in Higher Education (AASHE) Advisory Council. The council promotes and supports AASHE's growth and development and consists of leaders from higher education, business, nonprofit, and government sectors.

Gopher Hockey head coach Don Lucia earned his 700th career win in November when the Gophers beat Boston College. Lucia is only the eighth coach in NCAA history to reach 700 career coaching wins, including a school record 421 victories at Minnesota.

Sue Mantell, mechanical engineering, has been named a fellow of the American Society of Mechanical Engineers (ASME) in recognition of outstanding engineering achievements. ASME has more than 130,000 members in 151 countries. Fellows are nominated by their peers and must have 10 or more years of active practice and at least 10 years of active corporate membership.

Frances Matos-Schultz, Spanish & Portuguese studies, was given the 2016 Emma Birkmaier Outstanding World Language Educator Award by the Minnesota Council on the Teaching of Languages and Cultures. This award recognizes educators with a rich history of service and a significant impact on the field of language teaching and learning.

Steven McCarthy, graphic design, is the recipient of the 2017 Minnesota Book Artist Award for his Wee Go Library project – a mobile collection of 22 altered books found in Little Free Libraries throughout the Twin Cities. Using various techniques – collage, rebinding, cutting, folding, tearing, gluing – McCarthy altered the books to create a collection in which used items are reborn as a part of the larger library narrative. Members of the award committee praised the project as “a play on books, narratives, and libraries,” saying that it “transforms existing text for an experience that is at once random and intentional.”

The Thomas S. Roberts Memorial Award was presented at the Minnesota Ornithologists Union annual paper session to Jerry Niemi, Natural Resources Research Institute. Thomas Roberts documented Minnesota's bird species from the late 1800s to the early 1900s in a 1932 publication. Niemi's recent project, the “Minnesota Breeding Bird Atlas” established the status of Minnesota's breeding bird population from 2009 to 2013. Together the two works provide a historical comparison of changes on Minnesota's birds over the past 100-150 years.

Kelly Nye-Lengerman, Institute on Community Integration, received the Young Professional Award from the Association of University Centers on Disabilities. This award is presented to professionals in the disabilities field under the age of 40 who have demonstrated dedication and commitment to people with developmental disabilities and their families through their work as a bridge between the academic sector and the community.

Scott St. George, geography, has been selected as a fellow by the Humboldt Foundation and will spend most of 2017 at the University of Mainz (Germany). He and his German colleagues will use tree rings data to understand how and why certain places around the world sometimes go through prolonged climate shifts (e.g., mega droughts) that last between 10 and 30 years.

Kate Walker, UM Extension Center for Youth Development, is the new editor of the Journal of Youth Development (JYD), an open-source, peer-reviewed, quarterly online publication dedicated to

advancing youth development practice and research. JYD is the official journal of two of the largest professional associations for those working with and on behalf of young people, the National Association of Extension 4-H Agents and the National Afterschool Association.

Before leaving Crookston, former Chancellor Fred Wood received the Keys to the City of Crookston from Mayor Gary Willhite in gratitude for his service to campus and community.

Shaker Zahra, strategic management/entrepreneurship, received an honorary Ph.D. from the Universidad de Olavide de Seville in Spain in honor of his pioneering research contributions to the study of entrepreneurship in global technology-based industries and the advancement of the field. This is his fifth honorary Ph.D. degree.

Report on Workforce Metrics



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The Office of Human Resources introduced its Report on Workforce Metrics in 2013 to inform University leaders about key areas of human resource activity aligned with University priorities, such as attracting, retaining, and developing top talent in pursuit of its mission. Prior to this edition, the report was provided to the Board's Faculty & Staff Affairs Committee at its December 2013, February 2015, and February 2016 meetings.

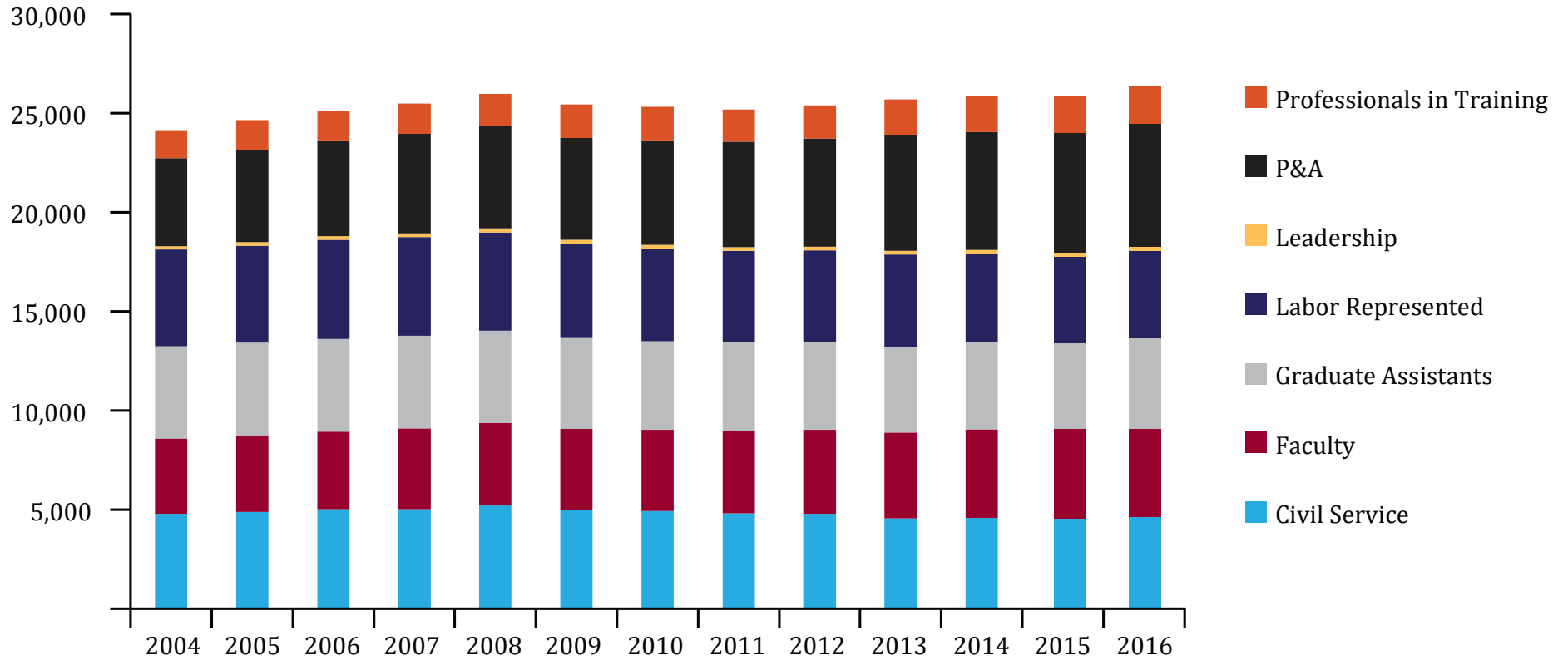
The metrics framework was developed with support from Willis Towers Watson consulting and the University's Office of Institutional Research. The data sets for this report are the same ones used for other institutional reporting purposes. This ensures integrity year-over-year and allows for data comparisons.

The data reported shows both the current snap-shot and trends over time. This year's report includes nineteen metrics represented in four dashboards. Each dashboard includes interrelated metrics that provide useful information about the broader topic. The report is organized by dashboard, displaying first the individual component metrics, followed by the related dashboard.

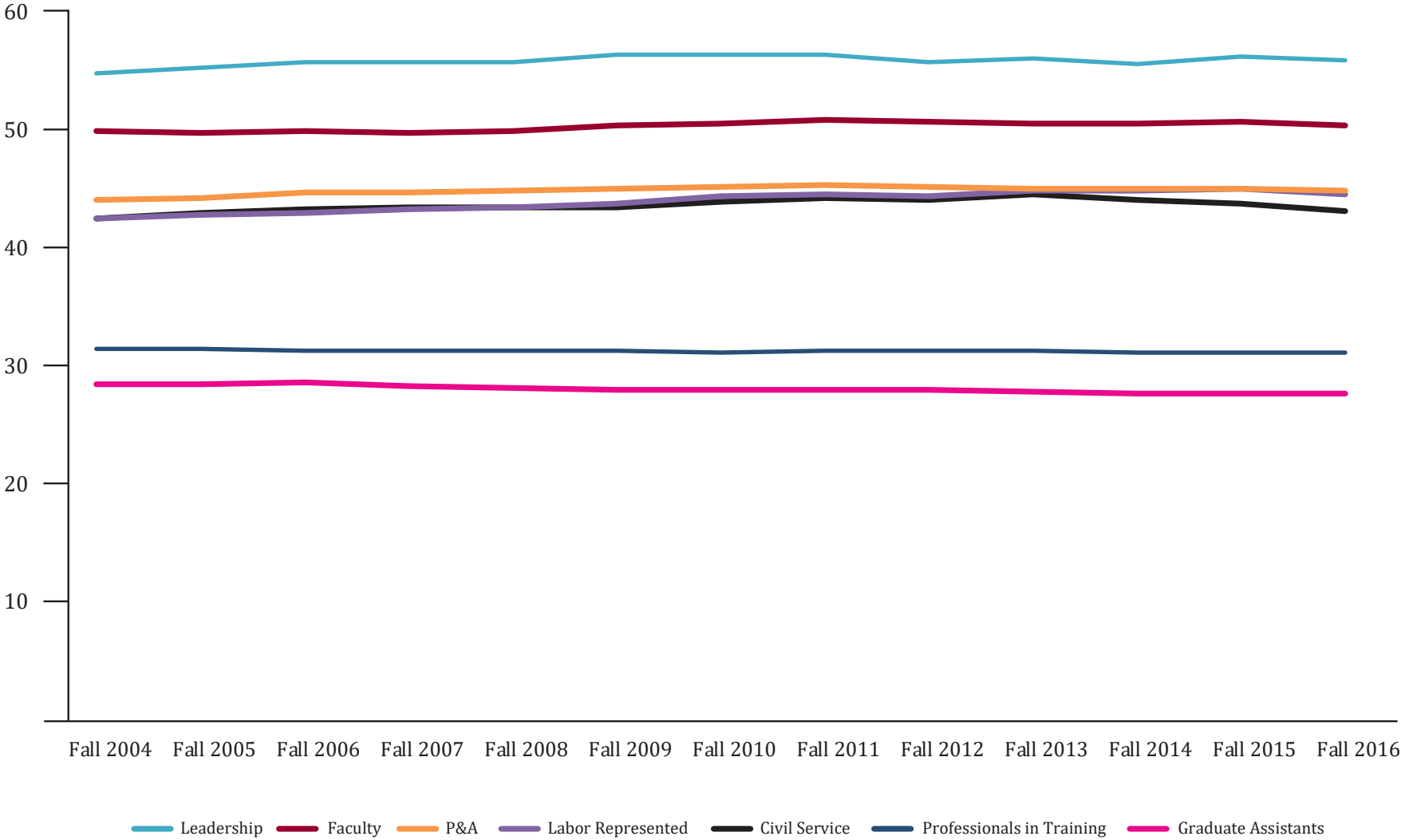
As we move forward, we will continue to evaluate the framework and include and refine metrics as needed to build our analytic capacity, and align with ongoing University priorities.

Workforce Distribution

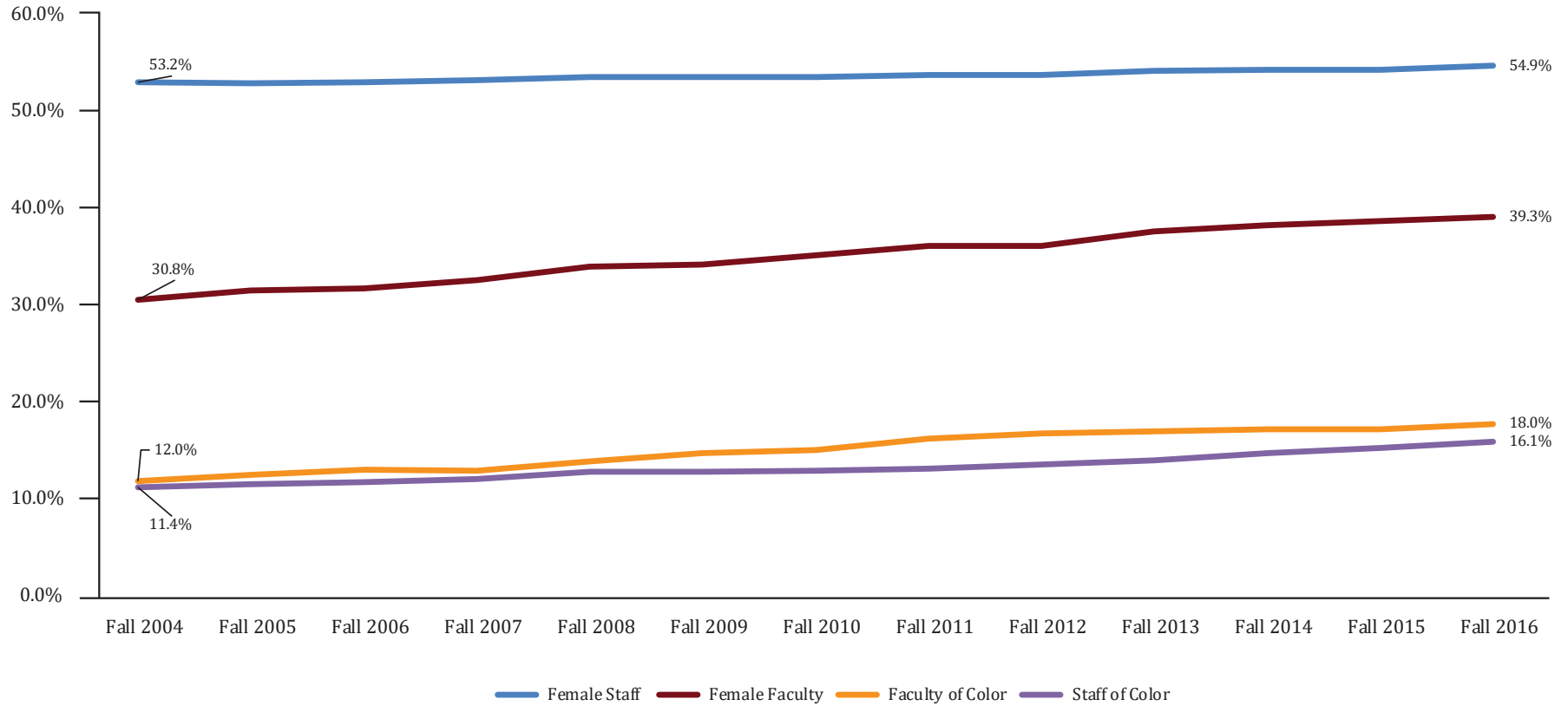
Headcount Distribution by Employee Group



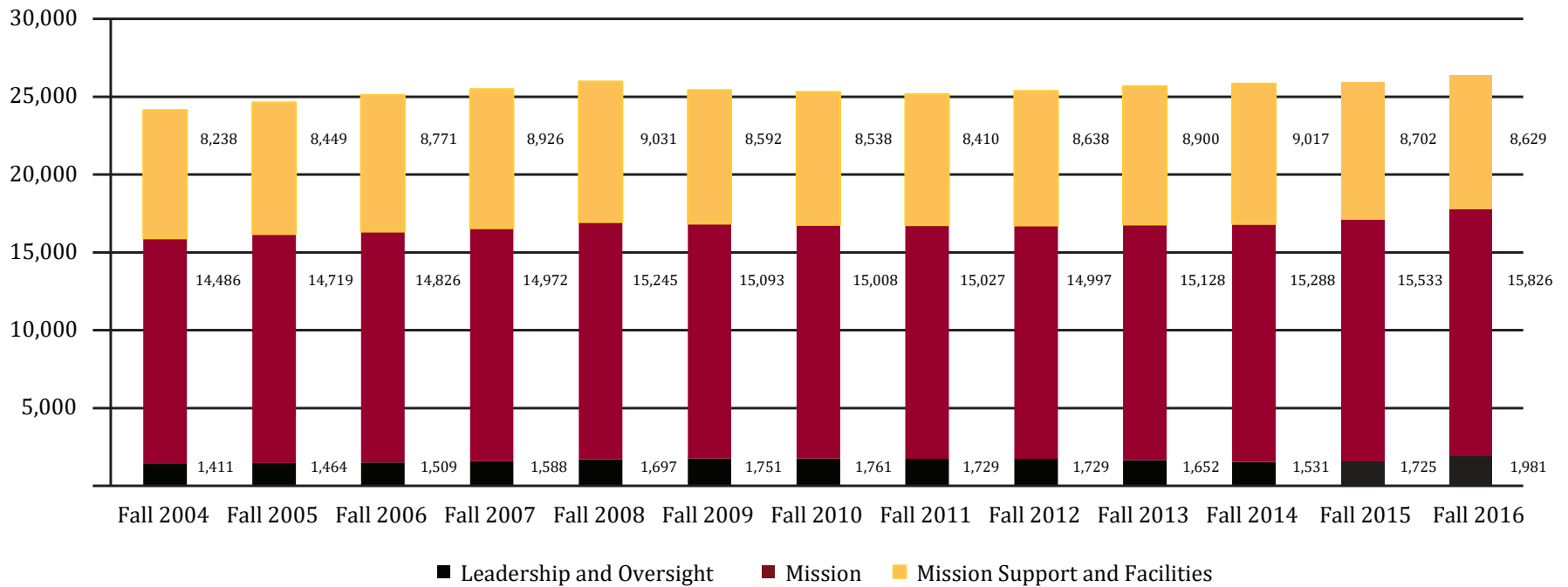
Average Age by Employee Group



Diversity Headcount Distribution

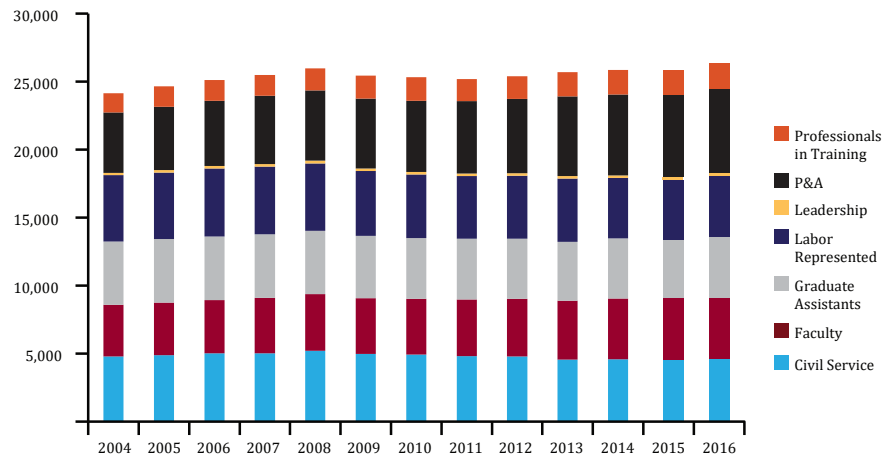


Headcount Distribution by Organizational Role

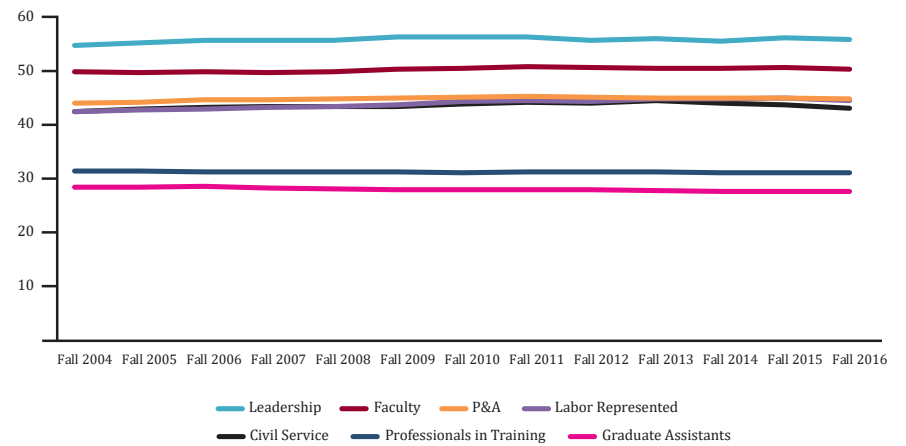


Workforce Distribution Dashboard

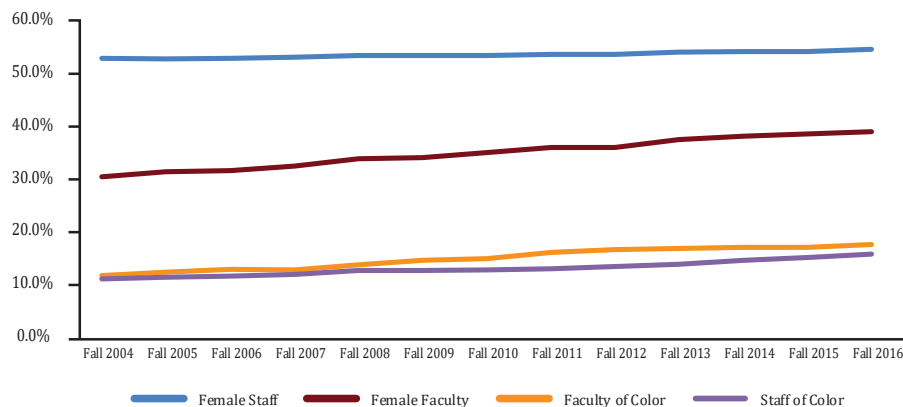
Headcount Distribution by Employee Group



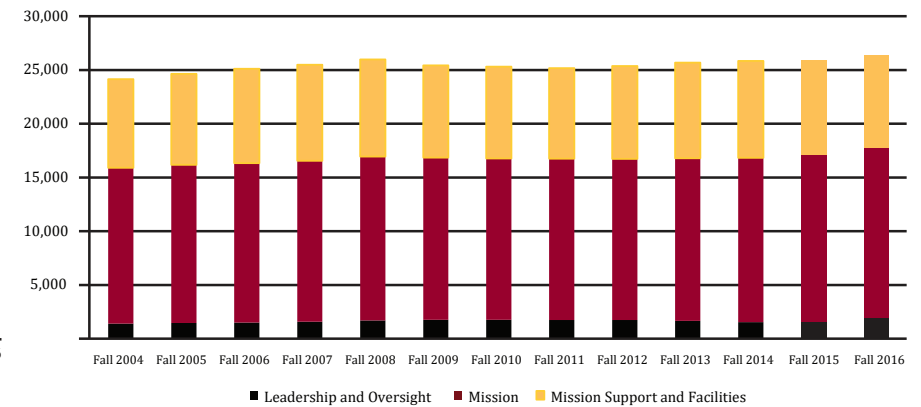
Average Age by Employee Group



Diversity Headcount Distribution

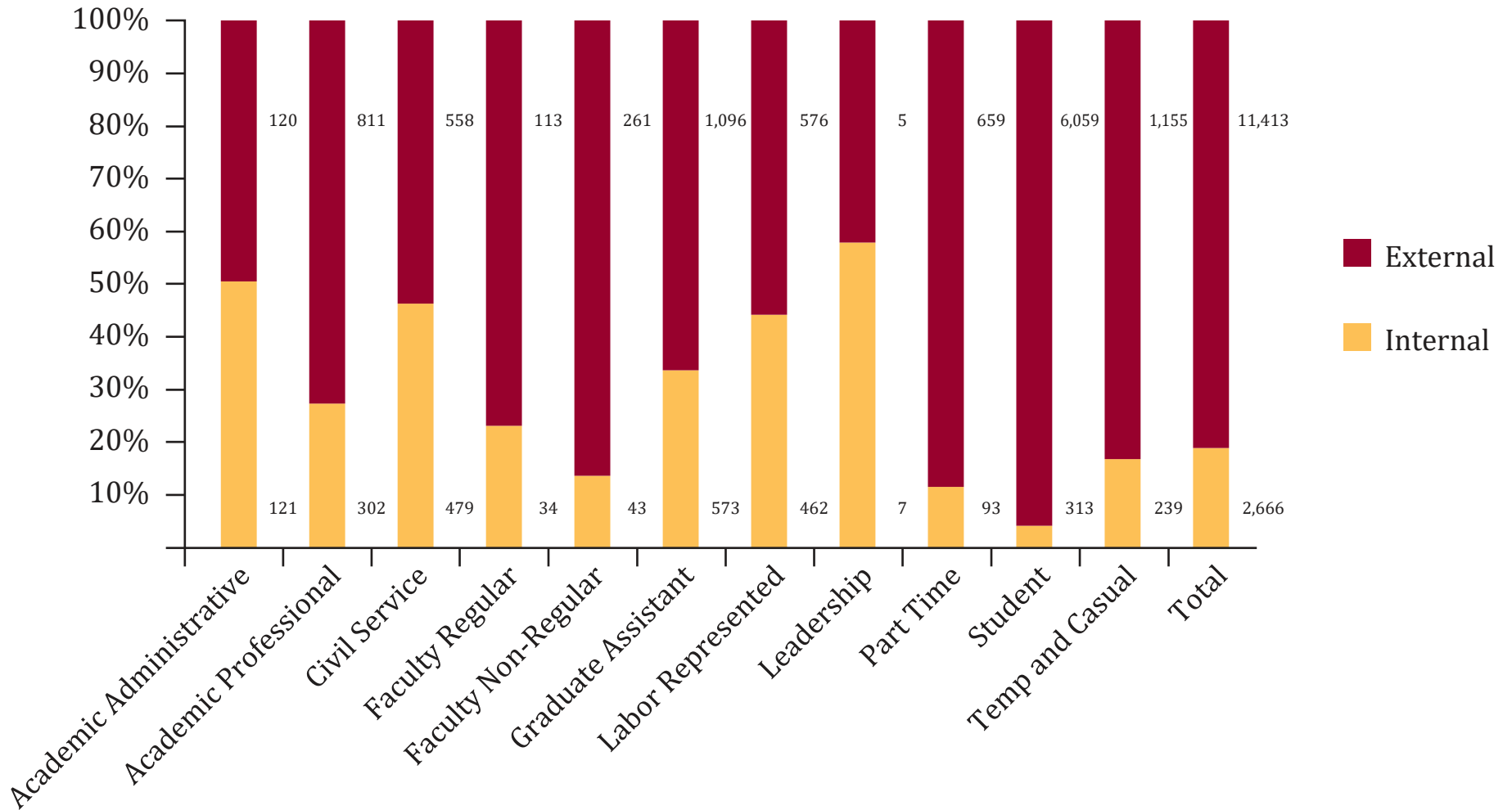


Headcount Distribution by Organizational Role

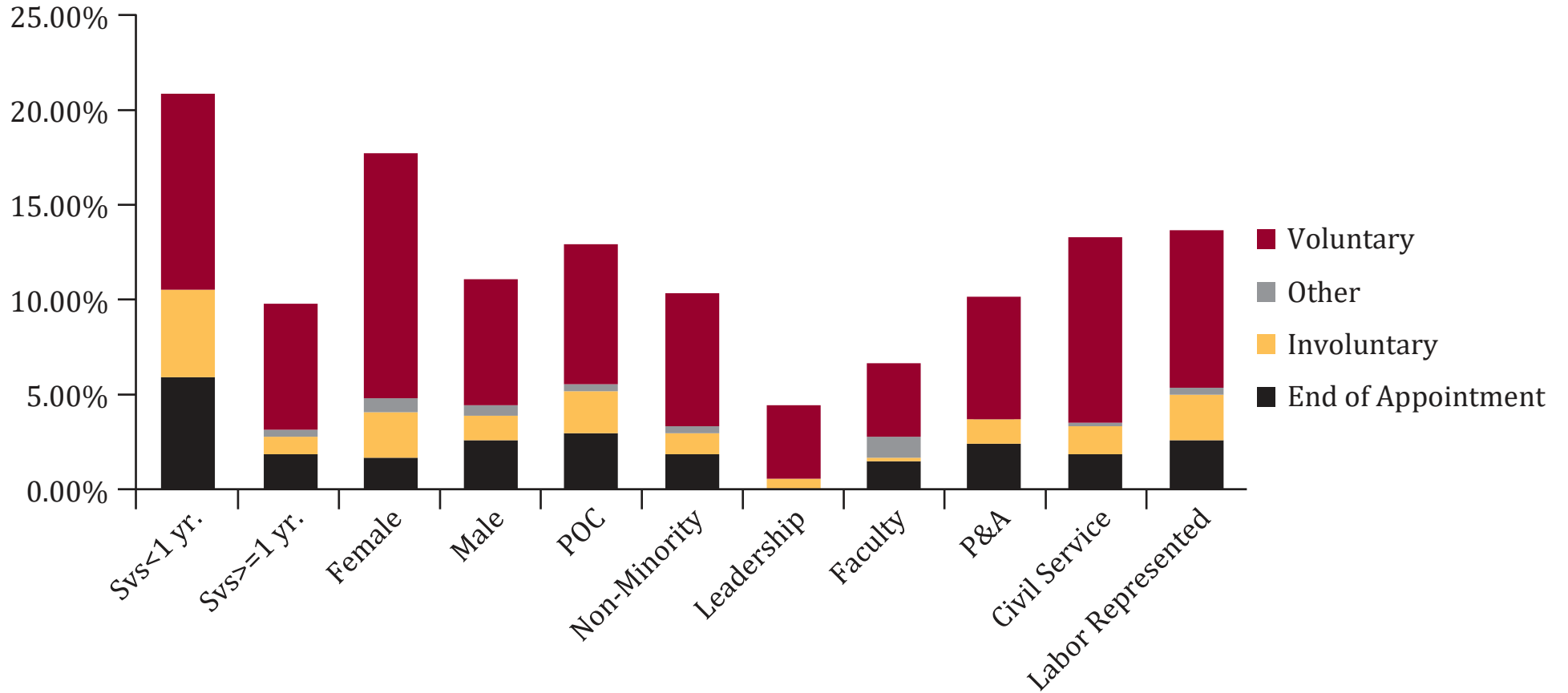


Workforce Flows

Internal Fill Ratio (FY16)



Turnover Rate by Key Category (FY16)






Percentage of Employees in Retirement Risk Zone (FY16)

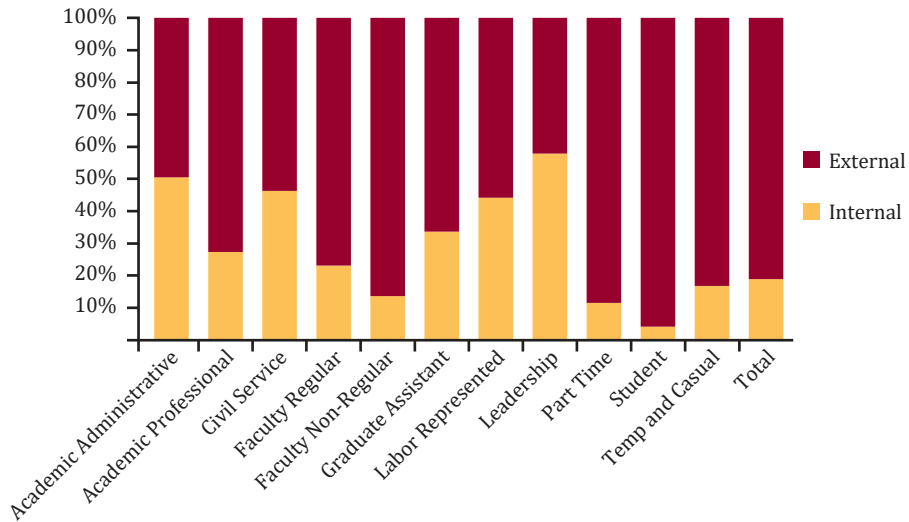
Ages 55 and Older by Campus and Job Code Group

Campus	Academic Administrative	Academic Professional	Civil Service	Leadership	Faculty	Labor Represented
University of Minnesota, Crookston	34.78%	19.49%	27.50%	100.00%	36.96%	30.67%
University of Minnesota, Duluth	34.25%	27.44%	33.64%	57.89%	33.33%	35.60%
University of Minnesota, Morris	17.86%	20.30%	47.22%	60.00%	29.17%	43.38%
University of Minnesota, Twin Cities*	30.60%	22.80%	26.55%	59.49%	38.85%	11.93%

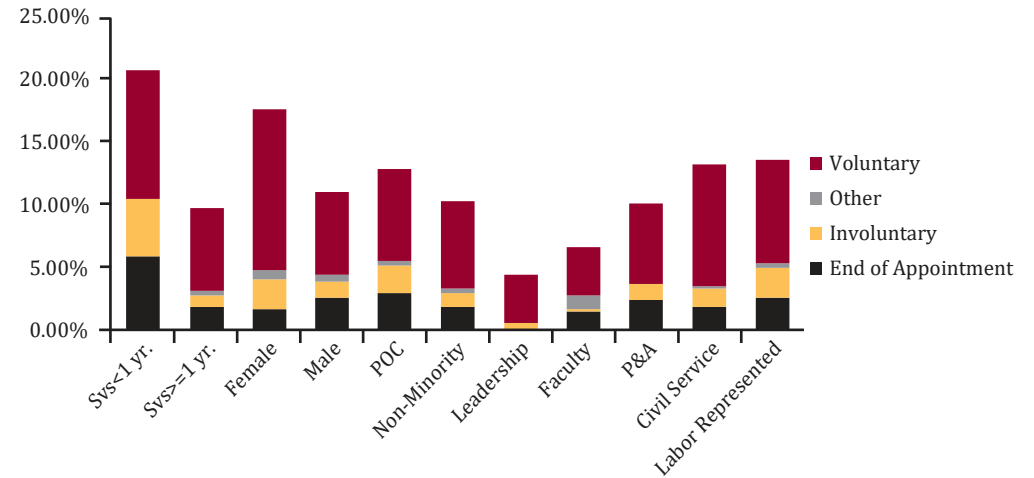
*University of Minnesota, Rochester data is included in the Twin Cities section.

 >50%
  >33% and <50%
  1-33%

Internal Fill Ratio (FY16)



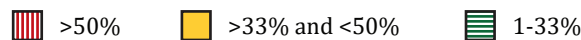
Turnover Rate by Key Category (FY16)



Percentage of Employees in Retirement Risk Zone (FY16)

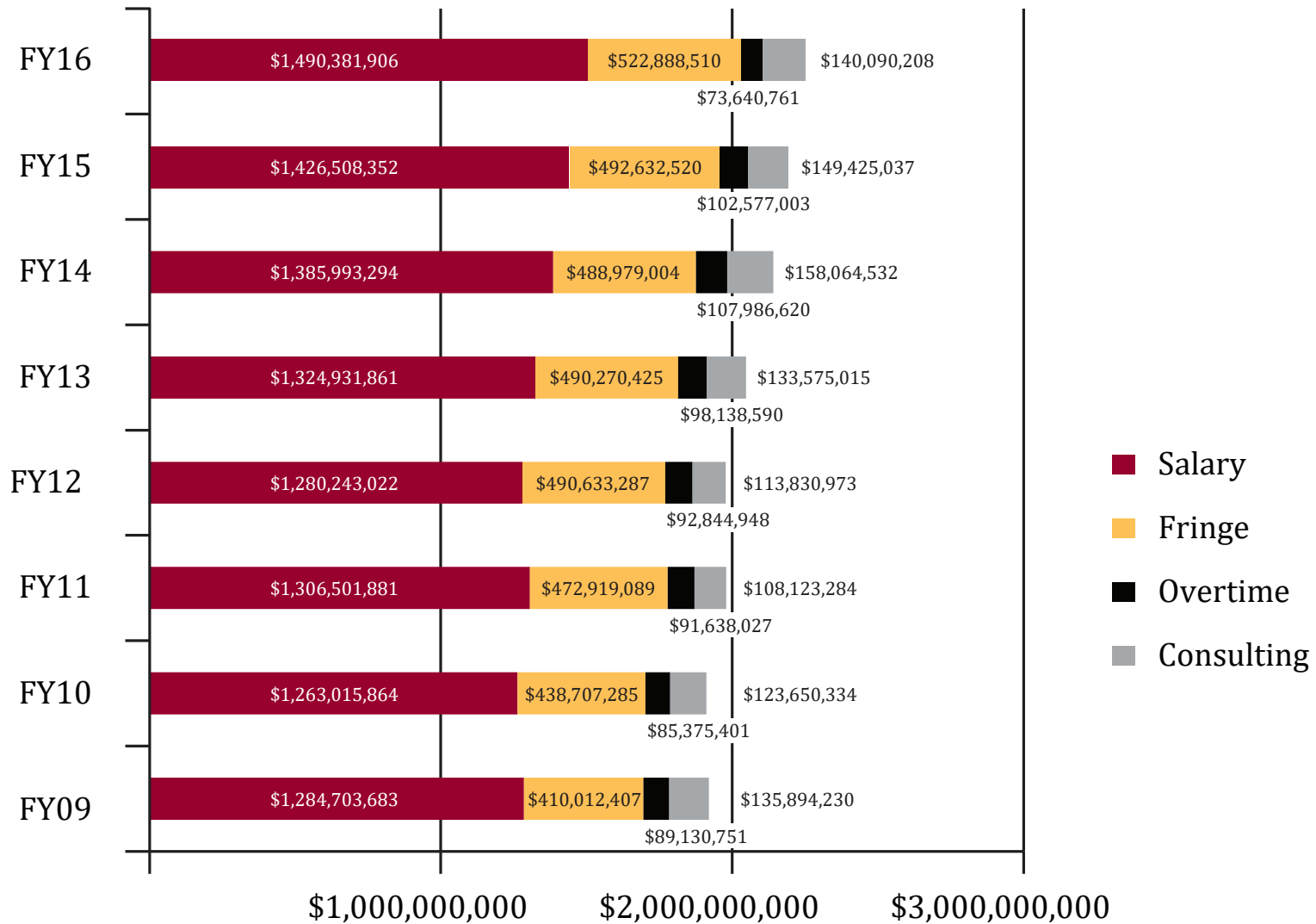
Campus	Academic Administrative	Academic Professional	Civil Service	Leadership	Faculty	Labor Represented
University of Minnesota, Crookston	34.78%	19.49%	27.50%	100.00%	36.96%	30.67%
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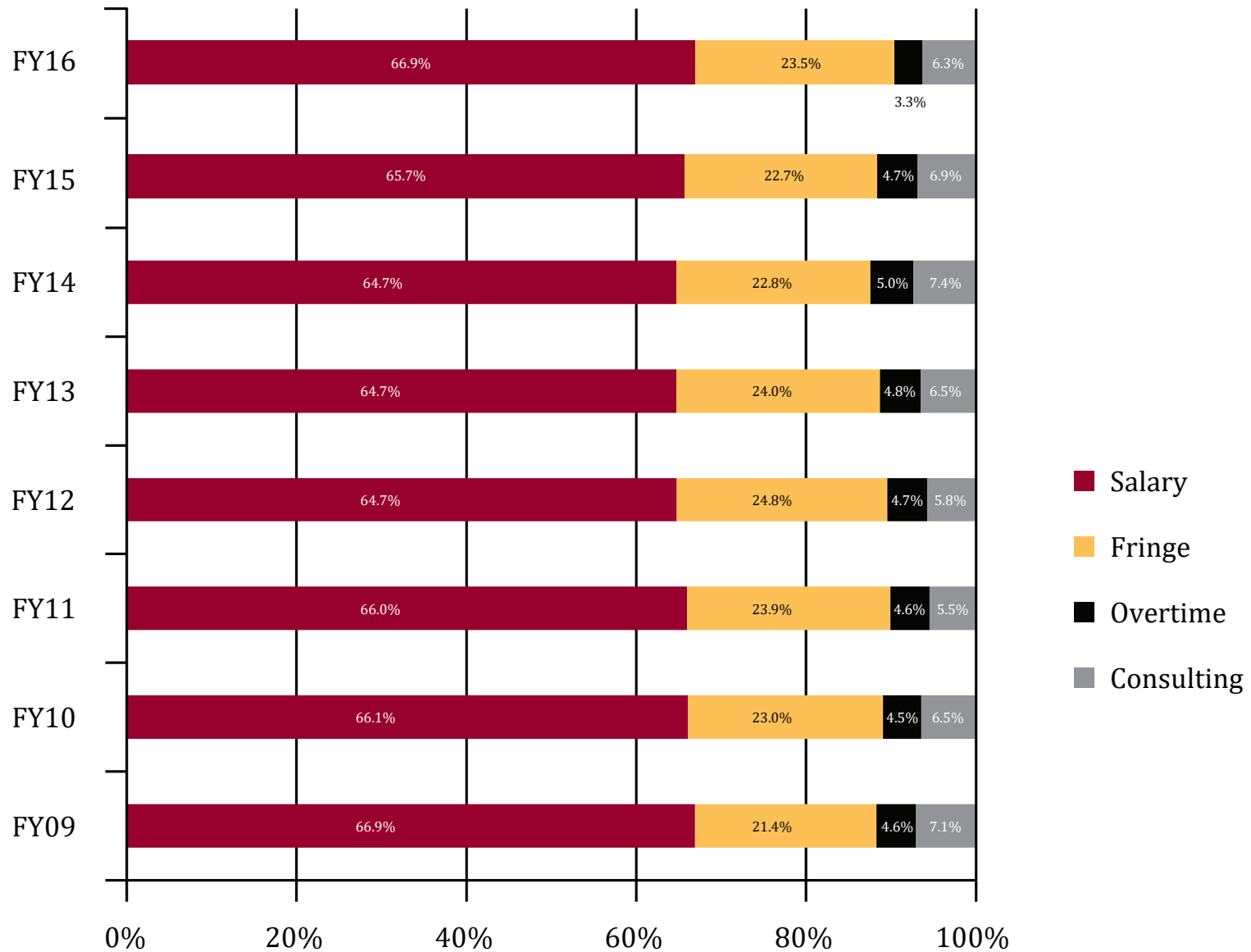


Workforce Cost

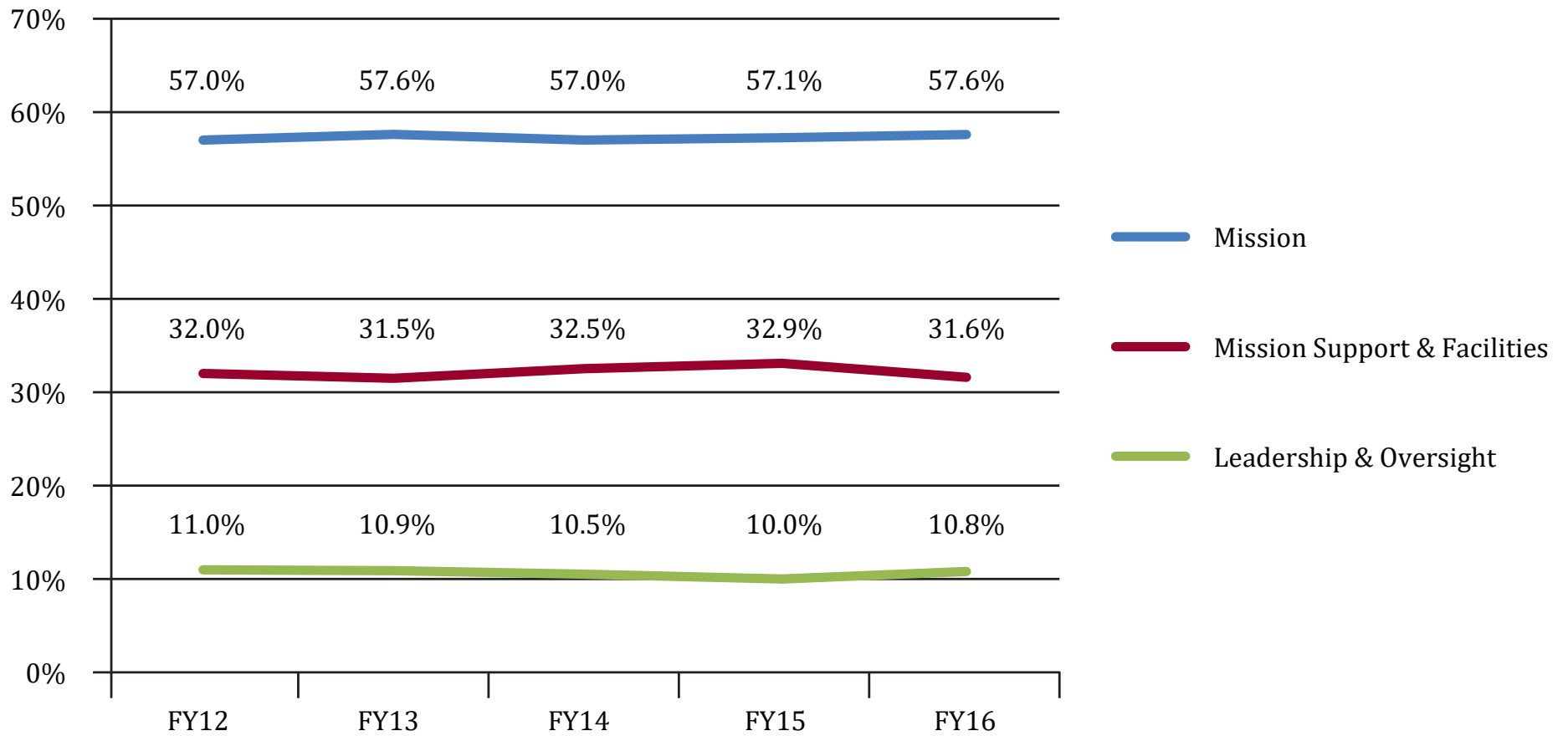
Trend in Labor Cost by Component



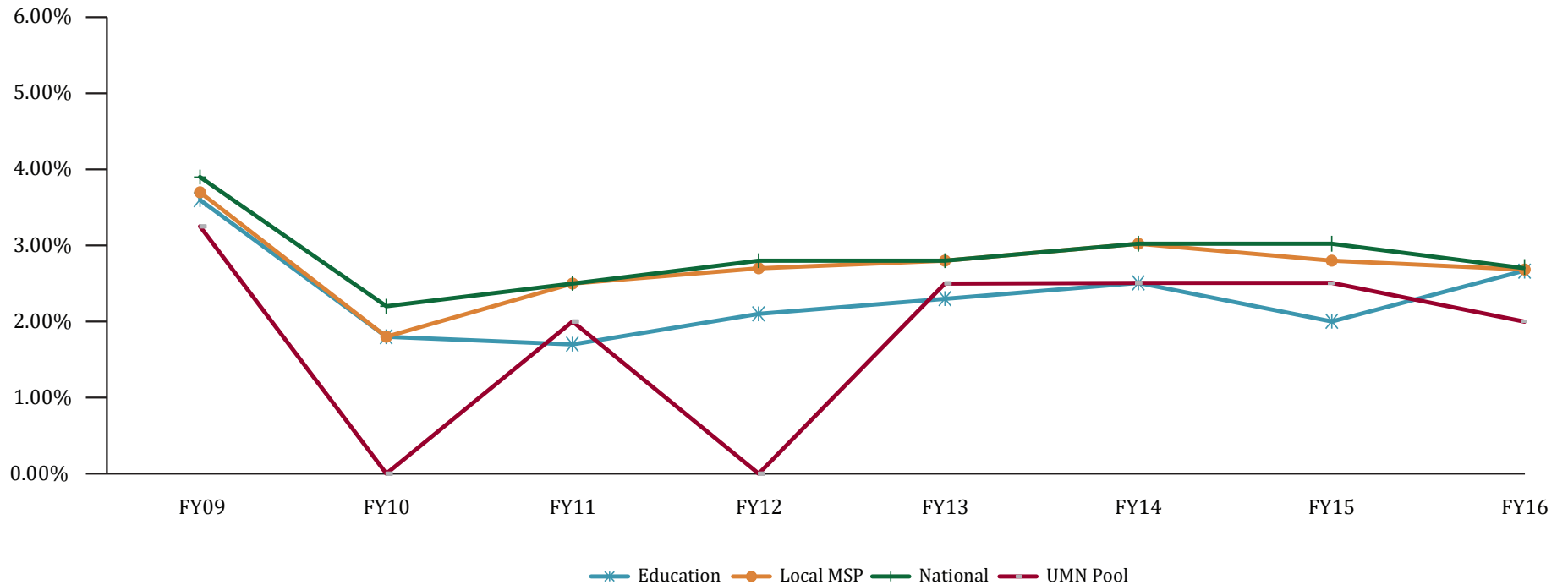
Distribution of Labor Cost by Component



Cost of Workforce



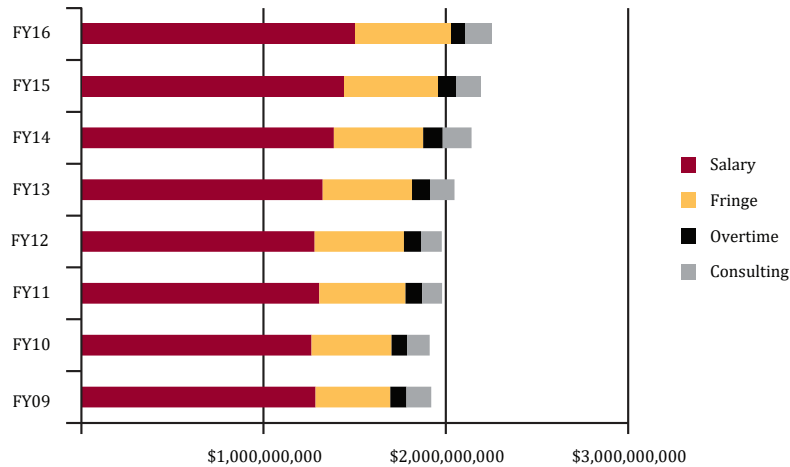
U of M Base Salary Increases Compared to Benchmark



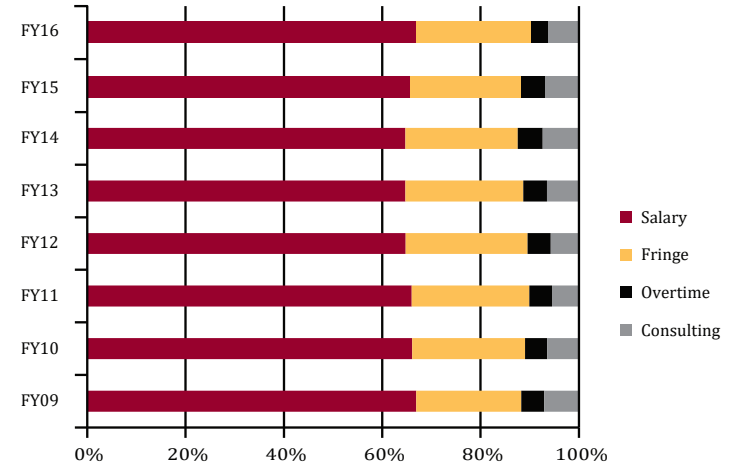
Note: Market data not available for Education FY 2007-2008. UMN budget was used for calculations.
FY16 national data: WorldatWork.org. FY16 Local MSP data: TCCN (Twin Cities Comp Network) 2016/17 Salary Planning Survey. FY16 Education data: CUPA.

Workforce Cost Dashboard

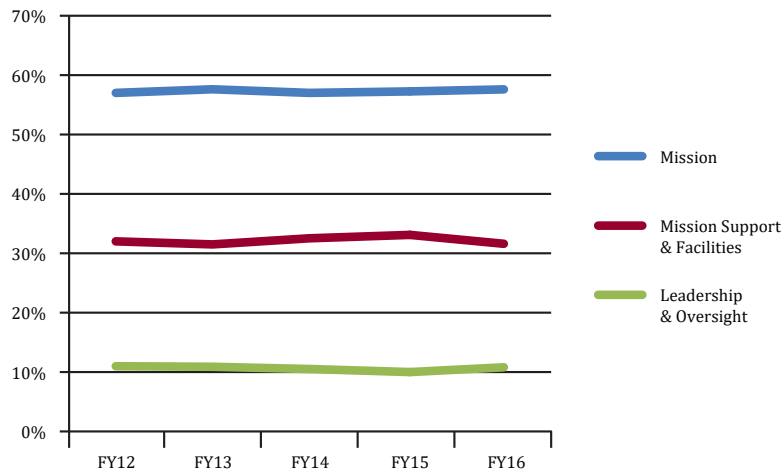
Trend in Labor Cost by Component



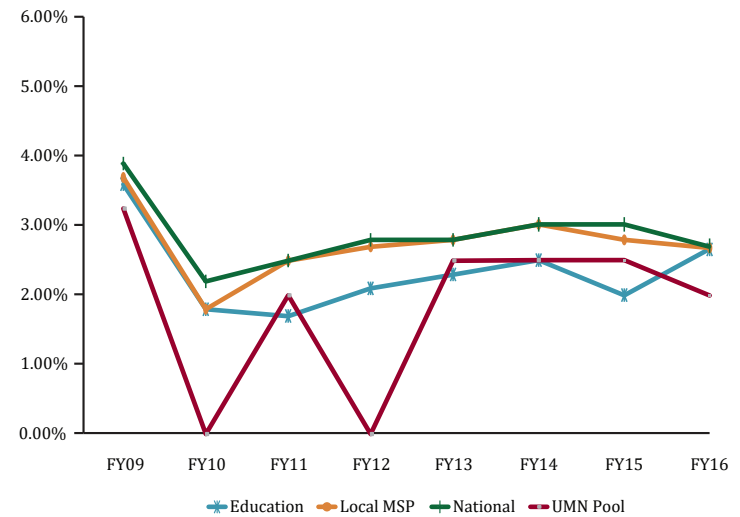
Distribution of Labor Cost by Component



Cost of Workforce

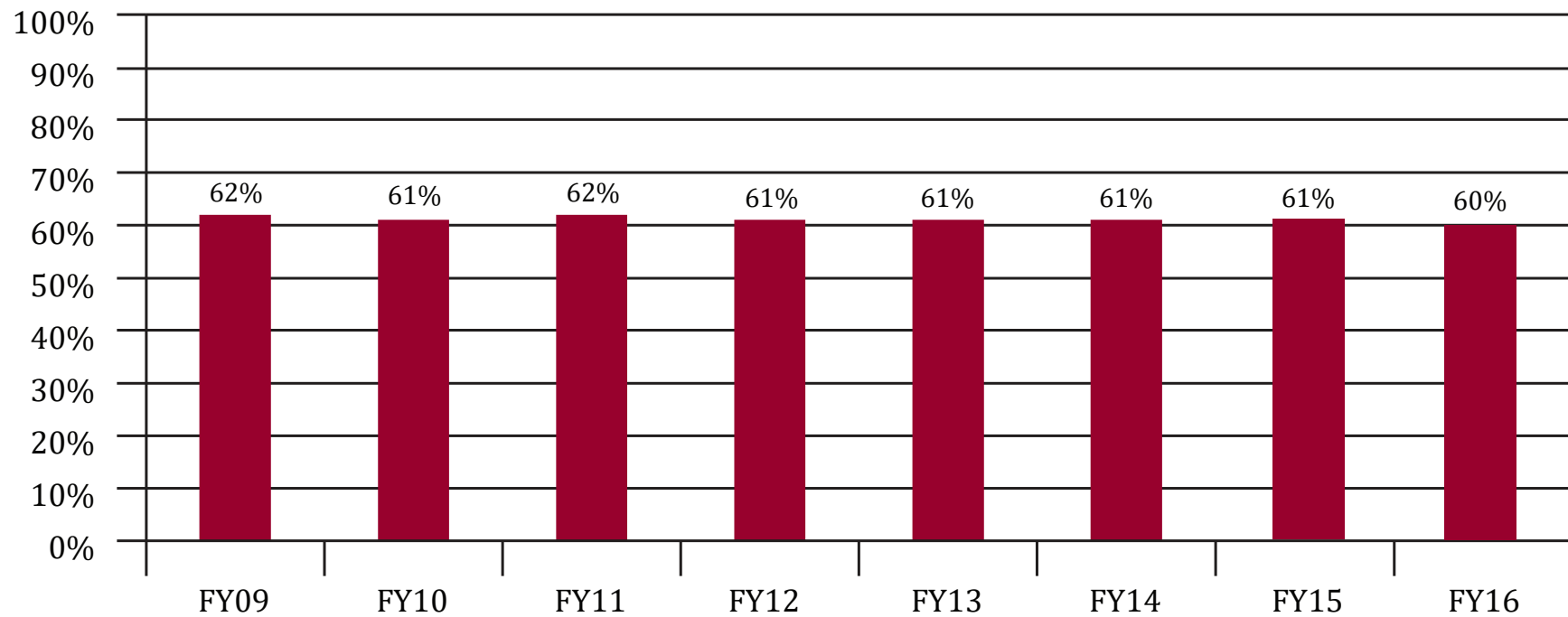


U of M Base Salary Increases Compared to Benchmark

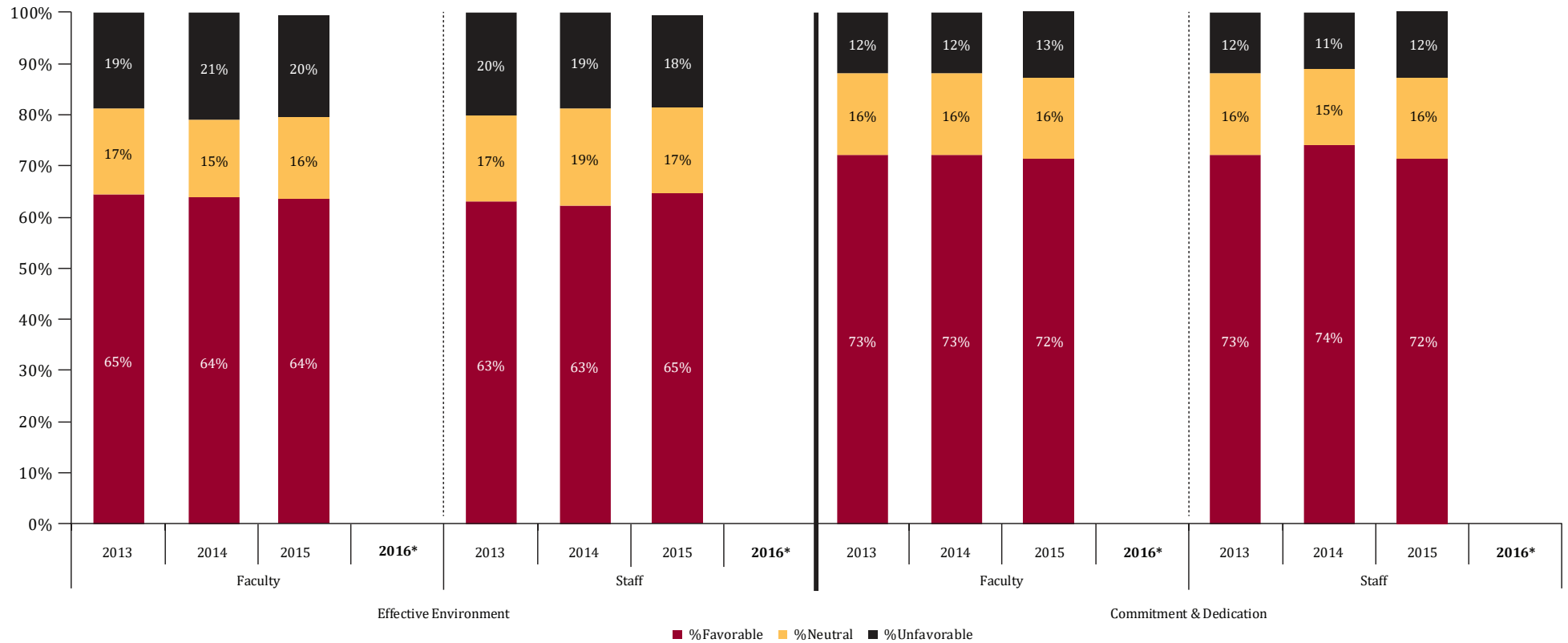


Workforce ROI

Labor Cost as a % of Total Expense

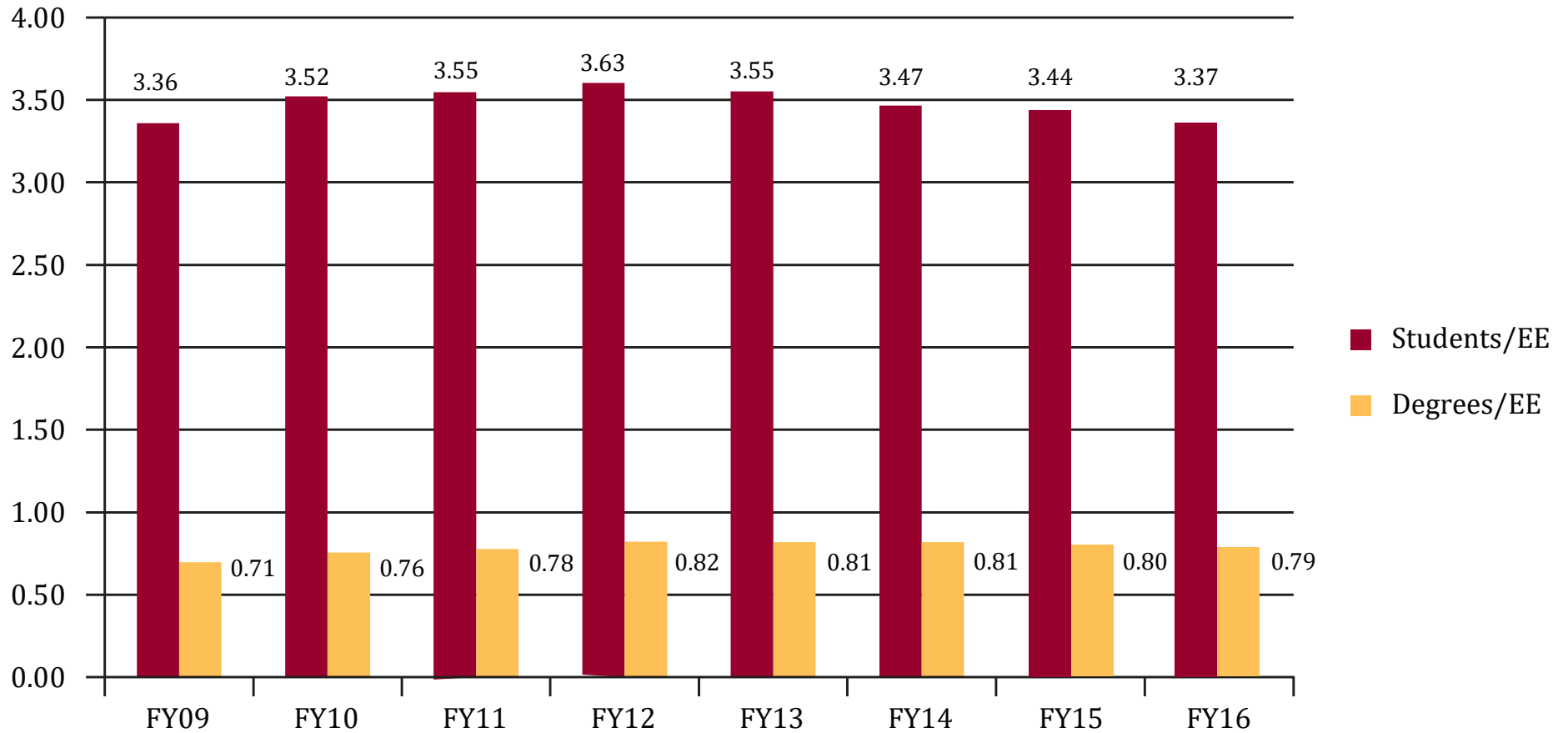


Engagement Results 2016

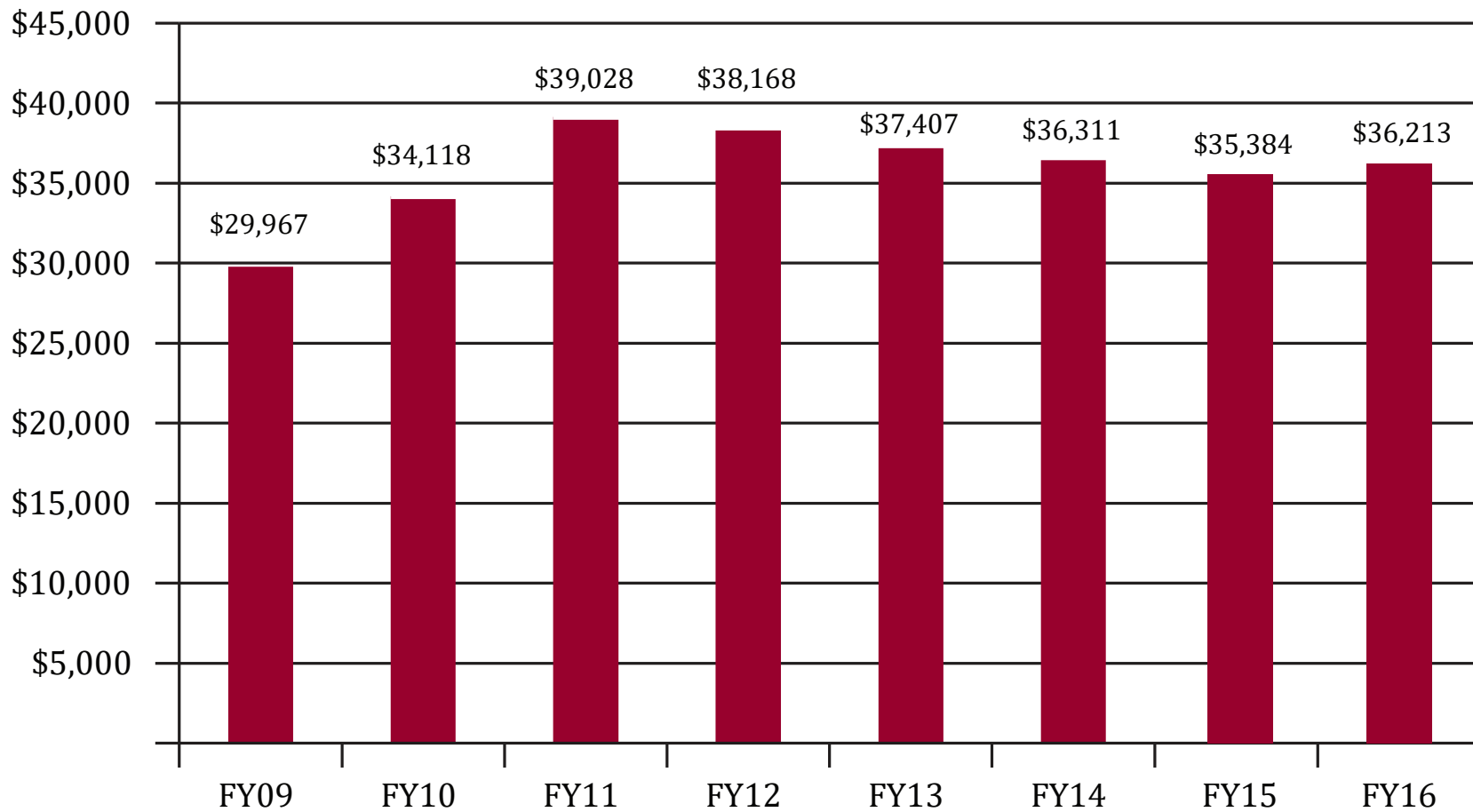


* NOTE: There wasn't a employee engagement survey in 2016.

Student Volume Output Per Employee

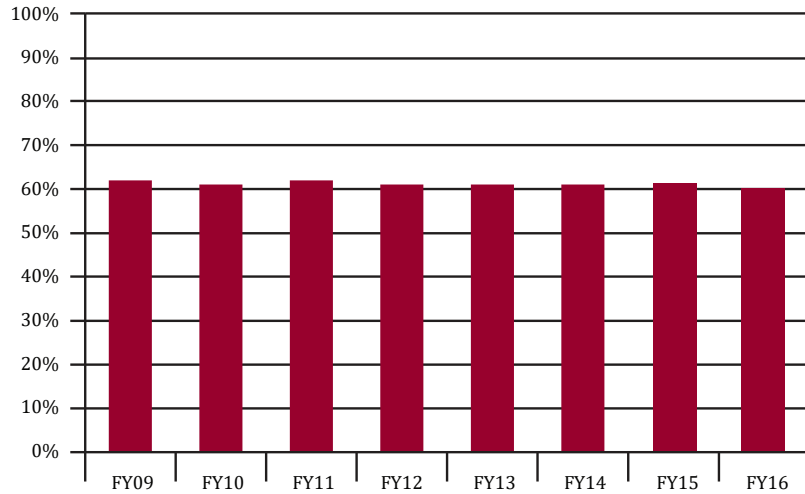


Sponsored Dollars Per Employee

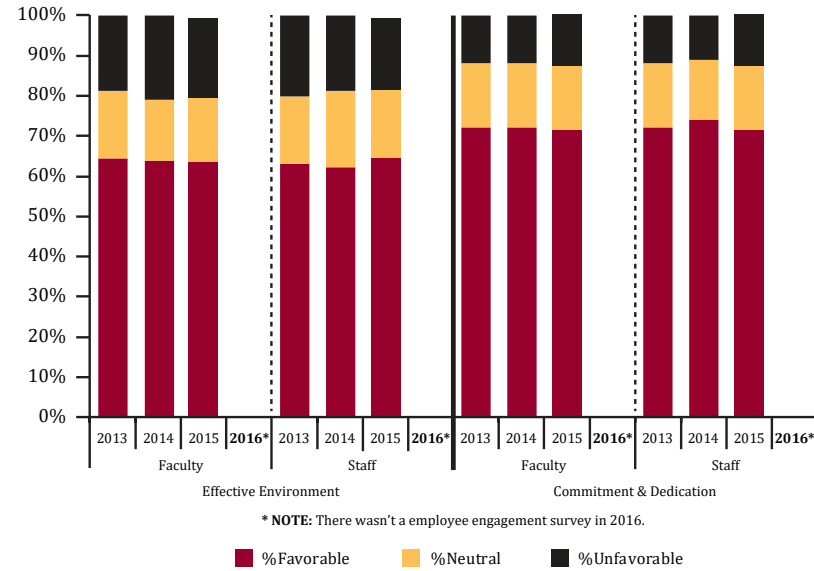


Workforce ROI Dashboard

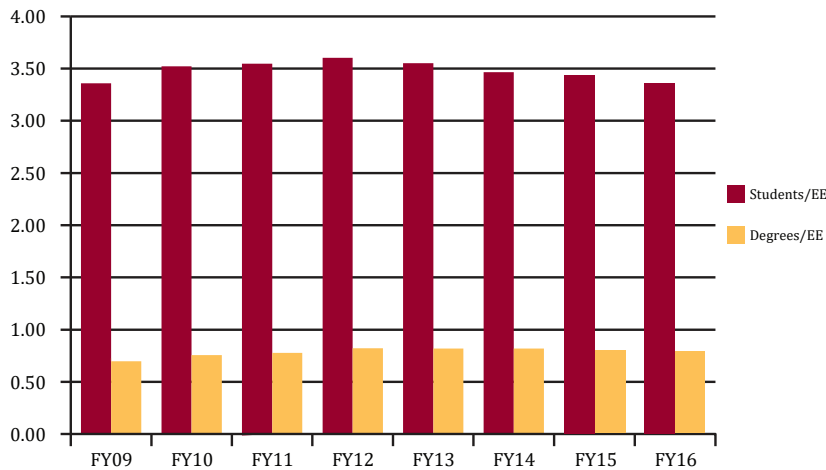
Labor Cost as a % of Total Expense



Engagement Results 2015



Student Volume Output Per Employee



Sponsored Dollars Per Employee

