



# Board of Regents Special Meeting

December 2018

December 18, 2018

10:00 - 11:00 a.m.

Boardroom, McNamara Alumni Center

## BOR - DEC 18, 2018 - Special Meeting

### 1. Appointment of President of the University of Minnesota - Review/Action

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### 2. Gabel Employment Agreement - Review/Action

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# BOARD OF REGENTS DOCKET ITEM SUMMARY

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**Board of Regents**

**December 18, 2018**

**AGENDA ITEM:** Appointment of President of the University of Minnesota

**Review**

**Review + Action**

**Action**

**Discussion**

*This is a report required by Board policy.*

**PRESENTERS:** Regent David J. McMillan

## **PURPOSE & KEY POINTS**

The purpose of this item is action on the appointment of Joan T.A. Gabel as the 17<sup>th</sup> president of the University of Minnesota.

Gabel was one of 67 applicants for the position of president, and one of nine interviewees. On December 5, 2018, the Board of Regents unanimously selected her as the sole presidential finalist. From December 10-13, Gabel visited each of the system's five campuses, participating in open houses and public forums and meeting with faculty, students, deans, donors, and alumni. On December 14, she sat for a public interview with the Board of Regents.

# JOAN T. A. GABEL

University of South Carolina  
Office of the Provost  
Osborne Administration Building, Suite 102  
Columbia, SC 29208  
Phone: 803-777-2930  
Email: gabelj@mailbox.sc.edu

## **LEADERSHIP EXPERIENCE**

University of South Carolina, Columbia, SC  
Executive Vice President for Academic Affairs and Provost  
2015 – present

The EVP/Provost serves as the Chief Academic Officer and ranking Vice President for the University of South Carolina. The University of South Carolina is an R1/D1 flagship institution within an eight-campus system. The main campus has 34,700 undergraduate, graduate, professional and doctoral students and the annual system budget is \$1.64 billion. During my tenure, we revitalized the scholarly enterprise and launched dynamic programs, yielding philanthropic support, increases in enrollment and alternate revenue streams. These innovations emerged concurrently with measurably improved campus climate and consistent results in our rankings.

### *Key Deliverables:*

- Oversee sixteen colleges and schools (including two medical schools), along with 47 nationally-ranked programs and NASPA Excellence Award-winning [USC Connect](#), which facilitates and assesses experiential learning.
- Develop and implement a new strategic plan – [Focus Carolina 2023](#).
- Incentivize and support faculty, yielding year-over-year growth in extramural funding, increasing internal grants, [reinvesting in faculty excellence](#), launching high-performance computing and providing robust [faculty development](#) programs.
- Create “arenas of excellence” in health sciences and information technology. The health sciences arena promotes unique opportunities for undergraduates to experience interdisciplinary study, research and pipelines through to graduate/professional health programs. The brand campaign, [Degrees of Health](#), promotes the arena.
- Launch the information technology arena in fall 2018 with an emphasis on information and computing (including strategic data proficiency, media arts and digital humanities.) Both arenas reflect campus strengths, interdisciplinary networks, partnership between academic

and student affairs and robust input from industry/the state regarding how the university can serve community needs.

- Engage in health sciences leadership with campus partners, including:
  - Palmetto Health/USC Management Committee – running the merger and oversight of the USC School of Medicine with Palmetto Health to form an Academic Health Center. Oversight includes compensation, facilities, budgeting and community relations, including [front-facing responsibilities with the press](#).
  - Greenville Health System/IMED Academic Operations Council – overseeing the collaborative academic mission of the Greenville Health System and its affiliates in which the USC School of Medicine Greenville participates.
- Increase global impact through focused support of international student recruiting, study abroad programs/exchange partnership and academic and beyond-the-classroom international learning and service opportunities.
- Lead campus diversity and inclusion efforts which have included the recruitment and support of underrepresented students, faculty and staff, creation of a provost-level inclusion officer, launch of the [Chief Academic Diversity Officers in each unit](#), multiple academic and beyond-the-classroom inclusion programs, the Provost’s “Finding Common Ground” forums, and ongoing campus climate assessment.
- Manage active student and faculty protests during the [USC 2020 walkout of 2015](#) and in fall of 2017. Work actively with students, faculty, staff and community partners to develop measurable improvements to the campus climate as part of an ongoing and long-term effort.
- Co-chair campus emergency management team that has kept the campus safe and informed through a FEMA flood, two hurricanes and several criminal emergencies.
- Steer, with the CFO and a representative committee, the development of a new incentive-based budget model that will take the university from a historical budgeting process enacted during the economic downturn to a hybrid process in support of excellence, innovation and alternate revenue sources.
- Redesign annual reporting for all direct reports in alignment with new strategic plan utilizing data-supported rubrics in combination with goals developed via the creativity or unique expertise of the dean or vice/associate provost.
- Collaborate with the legislature and state government on funding requests, capital project needs, programmatic launches and international alliances.
- Liaise with Board of Trustees with emphasis on strategic planning, academic affairs, and health affairs subcommittees.
- Engage on the AD Advisory Committee – served with the athletic department in hiring of the football coach.

University of Missouri, Columbia, MO  
Dean, Robert J. Trulaske, Sr. College of Business  
2010 – 2015

Served as chief academic officer for the AACSB-accredited Trulaske College of Business, a more-than-century-old unit with approximately 5000 students, a \$22 million budget, undergraduate, graduate, professional and doctoral programs and more than 20 student organizations.

*Key Deliverables:*

- Lead four department chairs, two associate deans, development, communications, technology, building management and all other academic and operational efforts.
- Revamped research incentives for faculty resulting in measurable improvements in scholarly impact.
- Launched the execMBA, [creating innovative hybrid delivery](#) and adding alternate revenue for the first time to the college budget.
- Developed joint and interdisciplinary programs across campus to create three-dimensional learning, including innovation, social science, communications/media, entrepreneurship and leadership.
- Increased global engagement through new study abroad opportunities, new international partnerships and focused international student recruiting.
- Lead the Trulaske College of Business Strategic Development Board, an advisory board of C-Suite alums and partners who advocated, advised and supported college activities.
- Engaged in leadership gift solicitations in quiet phase of the campaign, exceeding targets and closing multiple gifts in excess of \$1million.
- Collaborated with the legislature on funding requests and capital projects.
- Served on the chancellor's budget advisory committee which prepared strategic priorities for the university's \$2billion/year annual budget, including activities aimed at maintaining AAU membership.
- Leveraged industry partnerships to support diversity and inclusion programs for students, faculty and staff.
- Lead the college through its centennial celebration, which included a full rebranding and a [Telly-award winning Centennial Speaker Series](#).
- Represented the college as a member of the AACSB board of directors and as an [expert for AACSB instruction on academic branding](#).
- Named a [shining star in business school administration](#) by the Wall Street Journal.

Florida State University, Tallahassee, FL  
Chair, Department of Risk Management/Insurance, Real Estate and Legal Studies  
Director, International Relations  
DeSantis Professor of Legal Studies  
2008 – 2010  
Associate Professor, Legal Studies  
2007 - 2008

*Key Deliverables:*

- Oversaw three program directors, undergraduate, graduate and doctoral programs and multiple student organizations.
- Created first college-level international partnerships and expanded discipline specific study abroad opportunities.

Georgia State University, Atlanta, GA  
Interim Director, Institute of International Business  
Academic Consultant, Department of Commerce Good Governance Program – Central America  
Faculty Director, Atlanta Compliance and Ethics Roundtable  
2006 – 2007  
Associate Professor, Legal Studies  
2002 – 2007  
Assistant Professor, Legal Studies  
1996 - 2002

Consortium of Universities for International Business Studies, Paderno del Grappa, Italy  
Professor, Legal Studies  
Selected Summer Terms, 2000 – 2016

**EDUCATION**

Juris Doctor, *cum laude*, 1993  
The University of Georgia School of Law, Athens, Georgia

Bachelor of Arts in Philosophy, 1988  
Haverford College, Haverford, Pennsylvania

## **PROFESSIONAL DEVELOPMENT**

Moral Leadership: Creating Positive Change from the Ground Up, 2018  
Harvard Kennedy School of Executive Education, Cambridge, MA

Fulbright-Nehru Scholars Program – IEA Seminar 2018  
United States-India Educational Foundation, New Delhi, India

LIFE Leadership Initiative for Excellence, 2017  
CIMBA, Paderno del Grappa (TV) Italy

Crisis Leadership in Higher Education Program, 2016  
John F. Kennedy School of Government, Harvard University, Cambridge, MA

## **SELECTED PEER-REVIEWED PUBLICATIONS**

“The Market for Directors’ and Officers’ Insurance,” with Nancy R. Mansfield, Kathleen A. McCullough and Stephen G. Fier. *Risk Management and Insurance Review*, Volume 17, Issue 2, Fall 2014.

“Evolving Regulation of Corporate Governance and the Implications for D & O Coverage: The United States and Australia,” with Nancy R. Mansfield and Paul von Nessen, *San Diego International Law Journal*, Volume 11. Issue 2, 365-409, Spring 2010.

“Letter vs. Spirit” with Nancy R. Mansfield and Susan M. Houghton, 46, *The American Business Law Journal*, 3:45, 2009.

“Connecting Two Faces of CSR: Does Employee Volunteerism Improve Compliance?” with Susan M. Houghton and David Williams, 87 *Journal of Business Ethics*, 477, 2009.

“The Peculiar Moral Hazard of Employment Practices Liability Insurance: Realignment of the Incentive to Transfer Risk with the Incentive to Prevent Discrimination,” with Nancy R. Mansfield and Gregory T. Jones, 20 *Notre Dame Journal of Law, Ethics and Public Policy*, 639, 2006.

“Sexual Harassment in the Eye of the Beholder: On the Dissolution of Predictability in the Ellerth/Faragher Matrix Created by Suders for Cases Involving Employee Perception,” with Nancy R. Mansfield, 12 *Duke Journal of Gender Law & Policy*, 81, Spring 2005.

“The Information Revolution and Its Impact on the Employment Relationship: An Analysis of the



Cyberspace Workplace,” with Nancy R. Mansfield, 40 *The American Business Law Journal*, 2:301, Winter 2003.

“An Analysis of the Burlington and Faragher Affirmative Defense: When Are Employers Liable?” with Nancy R. Mansfield, 19 *The Labor Lawyer*, 2:107, Fall 2003.

“On the Increasing Presence of Remote Employees: An Analysis of the Internet’s Impact on Employment Law as it Relates to Teleworkers,” with Nancy R. Mansfield, Vol. 2001, *The University of Illinois Journal of Law, Technology & Policy*, 2:233, Fall 2001.

“Evolving Conflict between Standards for Employment Discrimination Liability and the Delegation of that Liability: Does Employment Practices Liability Insurance Offer Appropriate Risk Transference?” with Nancy Mansfield, Ellwood Oakley and Tom Lundin Jr., 4 *The University of Pennsylvania Journal of Labor and Employment Law*, 1:1, Fall 2001.

“Escalating Inefficiency in Workers’ Compensation Systems: Is Federal Reform the Answer?” 34 *Wake Forest Law Review*, 4:1083, Winter 1999.

“The Legal and Economic Evolution of Workers’ Compensation: Prospects for Enhancing Choice in the System,” with Nancy R. Mansfield and Robert W. Klein, Winner – Kemper Award for Outstanding Feature Article, 2 *Risk Management and Insurance Review*, 3:89, Fall 1999.

“Erosion of the Exclusive Remedy Doctrine at the Hands of Bad Faith: The Right Cause but the Wrong Effect,” with William R. Feldhaus, 6 *Journal of Legal Studies in Business*, 1:1, Summer 1998.

“The New Relationship Between Injured Worker and Employer: An Opportunity for Restructuring the System,” with Nancy R. Mansfield and Robert W. Klein. Winner – Holmes-Cardozo Award for Excellence in Research, 35 *American Business Law Journal*, 3:403, Spring 1998.

“Lanham Act Protection Not Limited to Advertisements Aimed at the Ultimate Consumer,” *Journal of the Academy of Marketing Science*, Vol. 25, No. 2, p.178, Spring 1997.

### **SELECTED INVITED PRESENTATIONS**

“Higher Education and the Evolving Social Contract”, Plenary Speaker at the 2018 Academy of Legal Studies in Business Conference, Portland, Oregon, August 2018.

“Insights from the Top: Ways Legal Studies Faculty Can Have a Positive Impact,” Panelist at the 2018 Academy of Legal Studies in Business Conference, Portland, Oregon, August 2018.

“Fulbright International Education Administrators Seminar: Opportunities in India and Taiwan,” Webinar, June 2018.

“A Calling to Leadership in Higher Education: Challenges and Insights.” Presented at the SCWHE 2018 Annual Conference, Hilton Head, South Carolina, February 2018.

“Students Engaged All the Way to Graduation”, University Leadership Summit, October 2017.

“The Social Contract of Public Higher Education”, Cecil B. Day Program in Business Ethics Speaker Series, Georgia Institute of Technology, August 2017.

“Campus Climate and Lessons Learned” Presented at the Association of Public and Land-Grant Universities Summer Meeting, Burlington, Vermont, July 2017.

Keynote, 14<sup>th</sup> Annual Women’s Leadership Institute, “Embrace, Navigate and Lead.” April 2017.

“Making the Leap to Leader.” Presented at the AACSB Associate Deans Conference, Kansas City, Missouri, November 2015.

“Beyond Branding and Rebranding: Opportunities and Strategies Associated with Branding and Rebranding.” with Phillippe Hapeslagh, presented at the AACSB Deans Conference, San Francisco, California, February 2014.

“Executive Education and Your Accreditation: Implications and Opportunities.” with Martin Lockett, presented at the AACSB Accreditation Conference. St. Louis, Missouri, September 2013.

“The Foreign Corrupt Practices Act.” Presented at the University of Michigan Ross School of Business, Ann Arbor, Michigan, December 2007 & November 2006.

“International Business Ethics and Governance: Lessons Learned from the Opportunities and Challenges in Transitional and Emerging Economies.” Presented at the AACSB Ethics and Governance Conference, Washington D.C., July 2006.

Invited Discussant, 10th Annual Huber Hurst Seminar, Gainesville, Florida, February 2006.

“The Legal and Ethical Implications of On-line Offers and Acceptances.” Presented through the 2001 Texas Business Ethics Program at the McCombs School of Business, The University of Texas at Austin, Austin, Texas, January 2001.

### **SELECTED PEER-REVIEWED CONFERENCE PRESENTATIONS**

Gabel, Joan T.A., Stephen Fier, Kathleen McCullough and Nancy R. Mansfield, “Implications of Past and Present Corporate Governance Failures on the Directors and Officers Insurance Marketplace.” Presented at the Academy of Legal Studies in Business Annual Meeting, August 2009, Denver, Colorado.

Gabel, Joan T.A., Nancy R. Mansfield and Paul von Nessen, “Modern D & O Coverage in the U.S. & Australia: The Impact of Corporate Reform” Presented at the Southeastern Academy of Legal Studies in Business Annual Meeting, November 2008, Atlanta, Georgia.

Gabel, Joan T.A., Susan M. Houghton and Mark Simon, “Ethical Compliance Behavior in Small and Young Firms: The Role of Employee Identification with the Firm.” Presented at the 3<sup>rd</sup> International Governance and Ethics Conference, October 2008, Humboldt University, Berlin, Germany.

Gabel, Joan T.A., Nancy R. Mansfield and Paul von Nessen, “Evolving Regulation of Corporate Governance and the Implications for D & O Coverage: The United States and Australia.” Presented at the Asia-Pacific Risk and Insurance Academy Meeting, July 2008, Sydney, Australia; also presented at the Academy of Legal Studies in Business Annual Meeting, August 2008, Long Beach, California.

Gabel, Joan T.A., Nancy R. Mansfield, and Susan M. Houghton, “Evolving Regulatory Efforts to Motivate Corporate Citizenship.” Presented at the Southeastern Academy of Legal Studies in Business Annual Meeting, November 2007, Memphis, Tennessee.

Gabel, Joan T.A., Nancy R. Mansfield, and Susan M. Houghton, “Evolving Regulatory Efforts to Create Corporate Social Capital.” Presented at the Academy of Legal Studies in Business Annual Meeting, August 2007, Indianapolis, Indiana.

Houghton, Susan M. and Joan T.A. Gabel, “Connecting Two Faces of Corporate Social Responsibility: Does Employee Volunteerism in the Community Improve Compliance Behavior within the Organization?” Presented at the 2<sup>nd</sup> International Governance and Ethics Conference, October 2006, Humboldt University, Berlin, Germany; presented at

the Southeastern Academy of Legal Studies in Business Annual Meeting, November 2006, Savannah, Georgia.

Gabel, Joan T.A. and Nancy R. Mansfield, "Evolving Global Regulation of Corporate Governance: Silver Lining in the Wake of Scandal." Presented at the Academy of Legal Studies in Business Annual Meeting, August 2006, St. Petersburg, Florida.

Gabel, Joan T.A. and Nancy R. Mansfield, "The Peculiar Moral Hazard of Employment Practices Liability Insurance: Realignment of the Incentive to Transfer Risk with the Incentive to Prevent Discrimination." Presented at the Academy of Legal Studies in Business Annual Meeting, August 2005, San Francisco, California.

Gabel, Joan T.A. and Nancy R. Mansfield, "The Information Revolution and its Impact of the Employment Relationship: An Analysis of the Cyberspace Workplace." Presented at the Southeastern Academy of Legal Studies in Business Annual Meeting, October 2004, Miami Florida.

Gabel, Joan T.A. and Nancy R. Mansfield, "Is Harassment in the Eye of the Beholder: An Analysis of Whether the *Burlington/Faragher* Matrix Sufficiently Protects Employee Perceptions." Presented at the Pacific Southwestern Academy of Legal Studies in Business Annual Meeting, February 2004, Palm Springs, California.

Gabel, Joan T.A. and Nancy R. Mansfield, "An Analysis of the Burlington and Faragher Affirmative Defense: When Are Employer's Liable?" Presented at the Academy of Legal Studies in Business Annual Meeting, August 2003, Nashville, Tennessee.

Gabel, Joan T.A. and Nancy R. Mansfield, "The Corporate Reform Agenda: Managerial Implications of the Sarbanes–Oxley Act of 2002." Presented at the Southeastern Academy of Legal Studies in Business Annual Meeting, October 2002, Charleston, South Carolina.

Gabel, Joan T.A. and Nancy R. Mansfield, "The Employment Relationship in the Information Age: Can an Old Dog Learn New Tricks?" Presented at the Academy of Legal Studies in Business Annual Meeting, August 2002, Las Vegas, Nevada.

Gabel, Joan T.A. and Nancy R. Mansfield, "The Information Revolution and its Impact on the Employment Relationship: An Analysis of the Cyberspace Workplace." Presented at the Academy of Legal Studies in Business Annual Meeting, August 2001, Albuquerque, New Mexico.

Gabel, Joan T.A., Nancy R. Mansfield, Ellwood Oakley, and Tom Lundin, Jr., "Evolving Conflict between Standards for Employment Discrimination Liability and the Delegation of that Liability: Does Employment Practices Liability Insurance Offer Appropriate Risk Transference?" Presented at the Academy of Legal Studies in Business Annual Meeting, August 2000, Baltimore, Maryland.

Gabel, Joan T.A., "The Moral Hazard Created by EPLI." Presented at the Midwest Academy of Legal Studies Conference, March 2000, Chicago, Illinois.

Gabel, Joan T.A. and Nancy R. Mansfield, "*Doe & Smith v. Mutual of Omaha Insurance Company: An Analysis of the ADA's Impact on Coverage for AIDS.*" Presented at the Southeastern Academy of Legal Studies in Business Annual Meeting, October 1999, Memphis, Tennessee.

Gabel, Joan T.A., "Balancing the Tension between State Workers' Compensation Systems and Federal Law: An Analysis of the Cooperative Federalism Paradigm." Presented at the Academy of Legal Studies in Business Annual Meeting, August 1999, St. Louis, Missouri.

Gabel, Joan T.A., "A Federal Response to On-the-Job Injuries: Nationalizing the Workers' Compensation Problem." Presented at the 3rd Annual Huber Hurst Seminar, February 1999, Gainesville, Florida.

Mansfield, Nancy R. and Joan T.A. Gabel, "Limiting Coverage for AIDS-Related Costs: An Analysis of the ADA and ERISA." Presented at the Southeastern Academy of Legal Studies in Business Annual Meeting, October 1998, Charleston, South Carolina.

Gabel, Joan T.A., "A Federal Response to On-the-Job Injuries: Nationalizing the Workers' Compensation Problem." Presented at the Midwest Academy of Legal Studies in Business 34th Annual Conference, March 1998, Chicago, Illinois.

Mansfield, Nancy R. and Joan T.A. Gabel, "Limiting Coverage for AIDS-Related Costs: An Analysis of the ADA and ERISA." Presented at Southern Risk and Insurance Association Annual Meeting, November 1997, Asheville, North Carolina.

Gabel, Joan T.A., Robert W. Klein, and Nancy R. Mansfield, "Legal and Economic Developments Affecting Workers' Compensation: Opportunities for Restructuring the System." Presented at the Southeastern Academy of Legal Studies in Business Annual Conference, October 1997, Orlando, Florida.

Gabel, Joan T.A., Robert W. Klein, and Nancy R. Mansfield, "Legal and Economic Developments Affecting Workers' Compensation: Opportunities for Restructuring the System." Presented at the American Risk and Insurance Association Annual Conference, August 1997, San Diego, California.

Gabel, Joan T.A., Nancy R. Mansfield, and Robert W. Klein, "The New Relationship Between Injured Worker and Employer: An Opportunity for Restructuring the System." Presented at the Academy of Legal Studies in Business 68th Annual Conference, August 1997, Atlanta, Georgia.

Gabel, Joan T.A. and William R. Feldhaus, "Erosion of the Exclusive Remedy Doctrine at the Hands of Bad Faith: The Right Cause but the Wrong Effect." Presented at the Midwest Academy of Legal Studies in Business 33rd Annual Conference, March 1997, Chicago, Illinois.

Gabel, Joan T.A. and William R. Feldhaus, "Erosion of the Exclusive Remedy Doctrine at the Hands of Bad Faith: The Right Cause but the Wrong Effect." Presented at the Southern Risk and Insurance Association Annual Conference, November 1996, Hilton Head, South Carolina.

Gabel, Joan T. A., "Conflict and Overlap: Employer Obligations under Workers' Compensation, the Americans with Disabilities Act and the Family Medical Leave Act." Presented at the Academy of Legal Studies in Business 67th Annual Conference, August 1996, Québec City, Canada.

#### **UNIVERSITY ACTIVITIES**

University of South Carolina:

Palmetto Health-USC Medical Group Management Committee

Co-Chair, Emergency Management Team

Head Football Coach Advisory Committee

School of Medicine Joint Board Liaison Committee

South Carolina Research Foundation Board

Administrative Liaison, University of South Carolina Educational Foundation Board of Directors

University of Missouri:

Chair, Vice Chancellor for Marketing and Communications Search Committee  
Co-Chair, School of Law Dean Search Committee  
Director, Missouri Innovation Center Search  
Vice Chancellor for Development and Alumni Relations Search Committee  
Missouri Innovation Center Advisory Board  
Chancellor's Budget Allocation Advisory Council Strategic  
Planning and Resource Advisory Council- Council of Deans  
Trulaske College of Business Strategic Development Board  
Trulaske College of Business Executive Committee  
Economic Development Council  
Center for Digital Globe Executive Board Homecoming Steering Committee

Florida State University:

Director of International Relations, College of Business  
Business Law Curriculum Committee  
Department Representative, College of Business Faculty Committee on Ethics

Georgia State University:

Presidential Appointee, University Senate  
Director, Study Abroad Task Force  
Chair, Study Abroad Task Force  
Interim Chair, Faculty Development Committee  
Faculty Development Committee  
MBA Steering Committee Faculty  
Hearing Committee

**PROFESSIONAL ACTIVITIES**

Editorial Boards

- Advisory Editor, *American Business Law Journal*, 2007 – present.
- Editor in Chief, *American Business Law Journal*, 2004 – 2006.
- Special Editor, *American Business Law Journal* Symposium on Peace through Commerce, 2004 – 2006.
- Managing Editor, *American Business Law Journal*, 2003 – 2004.
- Senior Articles Editor, *American Business Law Journal*, 2002 – 2003.
- Articles Editor, *American Business Law Journal*, 2001 – 2002.
- Editor in Chief, *Journal of Legal Studies in Business*, 1999 – 2000.

## Board Service

- Executive Committee for the Council for Academic Affairs, APLU, 2018 - present
- United Way of the Midlands, 2016 – present - [campaign co-chair](#)
- Landmark Bank Advisory Board, 2015
- Association to Advance Collegiate Schools of Business (AACSB), 2014 – 2015
- Heart of Missouri United Way, 2013 – 2015
- Columbia Missouri Chamber of Commerce, Emerging Issues Committee, 2010 – 2015
- Centennial Investors, 2010 – 2014
- Special Advisor, Governor's Special Advisory Commission on Workers' Comp, 2000 – 2004
- Academy of Legal Studies in Business, Technology Section, Founder and Chair 2000 – 2002
- Southeastern Academy of Legal Studies in Business, 1998 – 2001  
President-Elect, 2001 – 2002
- Vice President, 2000 – 2001
- Secretary/Treasurer, 1998 – 2000

## AWARDS AND RECOGNITIONS

- Fulbright Scholars Program – Fulbright-Nehru IEA Program 2018
- Lucile Johnson Perkins Professional Award presented by the Executive Women International – Collegiate Chapter, 2014
- Ralph J. Bunche Award presented by the Academy of Legal Studies in Business, 2009
- DeSantis Professorship, 2008
- Kay Duffy Service Award presented by the Academy of Legal Studies in Business, 2005
- Business International Education Award, 2004
- Robinson College of Business Faculty Recognition Award for Excellence in Teaching, 2001
- Kemper Award for Best Feature Article, 1999 – 2000
- Junior Faculty Award of Excellence presented by the Academy of Legal Studies in Business, 1999
- Outstanding Proceedings Paper Award, National Proceedings, Academy of Legal Studies in Business, 1999
- Holmes-Cardozo Award for Excellence in Research, 1997
- Charles M. Hewitt Master Teacher Award, 1997

## HONORARY INDUCTIONS

- OΔK Omicron Delta Kappa, National Leadership Honor Society
- ΘΚΘ Phi Kappa Phi, honors excellence in all academic disciplines
- ΘΒΔ Phi Beta Delta, honor society for international scholars





# BOARD OF REGENTS DOCKET ITEM SUMMARY

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**Board of Regents**

**December 18, 2018**

**AGENDA ITEM:** Gabel Employment Agreement

**Review**

**Review + Action**

**Action**

**Discussion**

*This is a report required by Board policy.*

**PRESENTERS:** Regent David McMillan

## **PURPOSE & KEY POINTS**

The purpose of this item is action on an employment agreement with Joan T.A. Gabel. Key provisions are as follows:

- 5-year term, through June 30, 2024.
- Annual salary of \$640,000.
- Annual supplemental retirement of \$150,000 in Year 1 and Year 2 (vesting 6/30/2020 and 6/30/2021, respectively), with \$5,000 increases each year in Years 3-5.
- Full standard benefits (e.g., medical, dental, life, retirement).
- Housing at Eastcliff.
- Moving expenses.
- Tenure at an academic unit to be determined, subject to the Tenure Code process.
- Option to return to faculty at the end of the term of employment.
- Return to the faculty or one year of severance pay in the case of termination without cause.

# UNIVERSITY OF MINNESOTA



## **EMPLOYMENT AGREEMENT OF THE PRESIDENT OF THE UNIVERSITY OF MINNESOTA**

This Agreement is entered into this 18<sup>th</sup> day of December, 2018, between Regents of the University of Minnesota (“University”) and Joan T. A. Gabel (“President”). The parties hereby agree as follows:

### **1. Appointment**

The University appoints and employs President to serve as President of the University, under the policies, supervision, and direction of the Board of Regents (“Board”), commencing on July 1, 2019, and continuing through June 30, 2024 (the “Term of Employment”), subject to the terms and provisions of this Agreement. President accepts and agrees to such employment.

### **2. Duties and Responsibilities.**

A. President agrees to faithfully, industriously, and with maximum application of experience, ability, and talent devote full-time attention and energies to the duties of President of the University. President shall perform all duties as required by law, by this Agreement, and by custom and practice to be performed by a university president, including but not limited to:

1. Administration of the affairs of the University of Minnesota consistent with Board policy and direction.
2. Long-range planning, budget formulation, and chief executive supervision of the University.
3. Institutional, faculty, and educational leadership and management.

4. Fostering positive external relationships with the federal government, executive branch, the legislature, and local government.
5. Fundraising, development, public and alumni relations.

B. President shall annually submit a statement of President's objectives to the Board.

C. President shall not, without prior written permission of the Chair of the Board, render services of any professional nature to or for any person or firm for remuneration other than to the Board, and shall not engage in any activity that may be competitive with or adverse to the interests of the University.

D. President shall abide by all Board and University policies applicable to President's conduct throughout President's University employment.

### **3. Appointment as Faculty Member.**

President shall be eligible for appointment as a tenured full professor in an academic unit to be determined through consultation between the President, the Board, and other appropriate University administrators. Any such appointment is subject to the Board Policy *Faculty Tenure*, including requirements for faculty approval. President will not receive any compensation for the faculty appointment while serving as President. Additional information regarding the faculty appointment is set forth below.

### **4. Salary.**

As compensation for the President's services as President under this Agreement, the University will pay President an annual salary of six hundred forty thousand dollars (\$640,000.00). The salary may be adjusted from time to time by the Board. The salary will be paid in accordance with regular University payroll practices. The salary is subject to furloughs, pay freezes, salary reductions or other adjustments as required by present or future University policy or Board action.

### **5. Supplemental Retirement Contributions.**

The following amounts shall be contributed to the University of Minnesota Optional Retirement Plan or, to the extent such contribution exceeds contribution limits for that plan, to the University of Minnesota 415(m) Retirement Plan, when such amounts vest:

- A. \$150,000 vesting on June 30, 2020;
- B. \$150,000 vesting on June 30, 2021;
- C. \$155,000 vesting on June 30, 2022;

- D. \$160,000 vesting on June 30, 2023;
- E. \$165,000 vesting on June 30, 2024.

The University will deposit these funds each year on the vesting date, or the next business day immediately following the vesting date. Except as otherwise stated in this Agreement, President must have remained continuously employed as President of the University under this Agreement through the vesting date in order to qualify for any payment under this Section. In the event of President's death, permanent disability, or termination without cause, the University shall contribute a pro rata share of the unvested funds for the year of the event consistent with the date of death, permanent disability or termination without cause.

## **6. Employee Benefits.**

President shall be eligible for the regular employee benefits provided to University academic professional and administrative employees, whether such benefits are now in effect or hereafter adopted or amended, including but not limited to:

- A. Faculty retirement plans, including optional retirement plans (contributions are subject to plan requirements, including employee matching obligations; the maximum allowed contribution under the faculty retirement plan is subject to change based upon IRS regulation; the parties understand that the current IRS maximum is \$27,500; the parties understand that the IRS maximum for the 2019 tax year is \$28,000);
- B. Medical and dental insurance; and
- C. Life and disability insurance.

All benefits shall be available and provided in accordance with University policy. President shall also be eligible for any other benefit available to senior administrators of the University, and any other perquisites approved by the Board.

## **7. Residence.**

A. As a condition of employment and for the sole benefit and convenience of the University in having the Office of President efficiently discharged, President is required to occupy Eastcliff, the University's presidential residence, as President's personal residence and to use Eastcliff for University related business and entertainment on a regular and continuing basis. The University will provide all maintenance, repairs, utilities, cleaning services, insurance (other than for President's and President's family's personal property), grounds keeping and landscaping for Eastcliff.

B. President and President's family shall be responsible for the purchase of all food for personal consumption while living at Eastcliff.

C. All major repairs, renovations, or other physical improvements at Eastcliff shall be submitted for review to the Eastcliff Technical Advisory Committee in accordance with Board policy.

D. Upon termination of President's employment as President, President and President's family will vacate Eastcliff not later than thirty (30) days following the effective date of such termination.

## **8. Expenses.**

A. Prior to July 1, 2019, the University will pay or reimburse President's reasonable and necessary expenses incurred in connection with the leadership transition, including travel, lodging, and hospitality expenses. To the extent President must take unpaid leave from her current employment position to engage in transition related activities required by the University, the University will compensate President for that lost income at the base salary rate for President's current employment position. All payments under this subparagraph 8.A. are subject to approval by the Board Chair.

B. Beginning July 1, 2019, the University will pay or reimburse President's reasonable and necessary expenses in accordance with University and/or Board policy, procedures, and practice. The following provisions also apply to expense reimbursement:

1. The University will reimburse President for hospitality and travel expenses incurred by President and President's spouse in connection with recruiting, donor relations, University outreach, non-institutional professional memberships, and other official duties conducted on behalf of the University.
2. The University will provide President with a mileage and parking allocation of \$100 each month, to be included in President's bi-weekly salary, to cover all mileage and parking expenses for President's personal vehicle(s) incurred in the course of official duties. This payment is provided in lieu of reimbursement under the University policy regarding mileage and parking reimbursement (i.e., President does not qualify for reimbursement for mileage or parking under that policy).

C. In order to receive reimbursement for any expense, President must honor and abide by all rules, policies, procedures, and practices regarding record-keeping, documentation, timely submission, and proper approval of expenses, as established by the University and/or the Board.

## **9. Evaluation.**

Throughout the Term of Employment, the Board will evaluate President's performance on an annual basis through its presidential performance review process, and will have ongoing

discussions with President concerning President's goal, objectives, and accomplishments. The annual review will address President's performance related to mutually established and agreed upon goals and objectives, and such other criteria as the Board deems appropriate, with consideration being given after the fiscal year 2019-2020 of establishing mutually-agreed benchmarks for future incentive compensation which would be awarded at the Board's sole discretion. To aid the Board in its evaluation, the President agrees to furnish to the Board the information, reports, and other materials required as part of the review process, and other material requested by the Board. The review will be conducted in accordance with the requirements of the Minnesota Open Meeting Law.

#### **10. Termination by the University for Cause.**

A. Notwithstanding anything to the contrary herein contained, the University may terminate President's employment under this Agreement for "Cause." For purposes of this Agreement, "Cause" shall mean:

1. The conviction of a felony (or a plea of nolo contendere) under the laws of the United States or any state thereof or conviction of a crime outside of the United States that would be classified as a felony in the United States or the state of Minnesota;
2. The conviction of any other crime involving fraud, intentional dishonesty and the personal enrichment of the President at the expense of the University;
3. Willful failure or refusal to perform the lawful and ethical directives or instructions of the Board which continues more than thirty (30) days after written notice thereof has been given by the Board to the President;
4. A material breach of this Agreement by the President, including gross neglect of duties or willful violation of the covenants contained in this Agreement, that substantially harms the University and that is not cured to the Board's reasonable satisfaction within thirty (30) days after the Board delivers written notice of such breach to the President, setting forth the details of the breach in reasonable detail;
5. Engagement in fraud or willful misconduct against the University that is materially injurious to the University and breaches the President's fiduciary duties to the University.

In the event of termination under this provision, the Chair of the Board shall discuss the matter with President and provide a letter indicating the action taken. No other requirement of University policy or procedure shall apply. Any action under this provision is subject to the University

grievance procedure, provided that the only potential remedy shall be monetary in an amount not to exceed one year of salary at the rate in effect as of the date of the notice of termination.

#### **11. Termination by the University without Cause.**

A. The University may terminate this Agreement without cause by giving written notice to President, at which time on the date specified in the notice President's appointment as President shall end.

B. If terminated under this section, President may elect to receive severance pay, or to return to the faculty in the unit where President has tenure. If President does not have tenure at the time of the termination, then President will only be eligible for severance pay.

1. If President returns to the faculty, President's faculty salary will be set at the average salary rate for same rank faculty peers in the academic unit where President has tenure. President shall be entitled to a twelve (12) month leave for the purpose of preparing to return to the faculty. During the leave, President will be paid at the faculty salary rate. President's faculty appointment will be a nine (9) month, "B Term" appointment. President will be eligible for future salary increases in accordance with the regular salary policies and procedures for faculty in the academic unit. President will receive the standard faculty employee benefits package. President will also receive other academic supports (e.g., research support, office space, administrative support, etc.) as are typically provided to new faculty of President's experience and rank in the academic unit. Once President returns to the faculty, President's appointment will be governed by the Board policy *Faculty Tenure*, and by the other regular University policies and procedures applicable to faculty.
2. If President chooses not to return to the faculty, the University shall provide President with severance in an amount equal to one-year of President's salary as of the effective date of the termination, and President shall relinquish all of President's University appointments, as well as President's tenure.

C. Any termination decision by the University under this section is final, and is not subject to grievance.

#### **12. Termination by President.**

A. President may terminate President's appointment without cause (i.e., resign) by providing ninety (90) days written notice to the University. President shall be responsible for aiding and cooperating in any transition to a new President to the extent requested by the Board. Except as otherwise specifically addressed herein, all University duties and

obligations towards President under this Agreement shall cease as of the effective date of any termination under this paragraph.

B. If President dies, or if President becomes unable to perform one or more essential functions of President's position, with or without reasonable accommodation, for ninety (90) continuous days, President's employment shall terminate immediately, but President's salary shall continue to be paid to President or President's estate for six (6) months following such termination; provided, however, that the foregoing shall not limit President's rights under any applicable disability insurance coverage, nor shall this provision in any way limit the authority of the Board to designate an acting President in the event of the disability of President as determined by the Board pursuant to its bylaws.

### **13. Return to Faculty at the End of the Term of Employment.**

At the conclusion of the Term of Employment, President shall be eligible for a leave or other benefits to the extent provided for in University policy. To the extent President elects to return to the faculty at the conclusion of the Term of Employment, President will return to the faculty according to the provisions set forth above in section 11.B.1.

### **14. Moving Expenses.**

The University shall reimburse President for reasonable moving and travel expenses associated with President's and President's family's relocation to Minnesota. The parties recognize and acknowledge that the move might occur in stages. All reimbursement under this Section will be subject to approval by the Chair of the Board, as well as the requirements of University policy applicable to moving expenses.

### **15. Notices.**

All notices and other communications described in or regarding this Agreement shall be in writing, and shall be personally delivered or sent via certified mail, return receipt requested, to the parties at the following addresses:

- A. For the University: to the Secretary of the Board of Regents, 600 McNamara Alumni Center, 200 Oak Street S.E., Minneapolis, MN 55455;
- B. For President: to President, 202 Morrill Hall, 100 Church Street S.E., Minneapolis, MN 55455; with a copy to President's attorney, Raymond D. Cotton, Nelson Mullins, 101 Constitution Avenue NW, Suite 900, Washington, DC, 20001.

### **16. Contract Review**

The parties agree that within sixty (60) days of the end of contract year four they will engage in a good faith review of the contract terms and provisions, including but not limited to the



Term of Employment. Neither party is obligated to make or accept any changes to the Agreement in connection with this review.

**17. Entire Agreement.**

This Agreement constitutes the entire understanding of the parties hereto, and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties and cannot be changed or modified unless in writing signed by the parties.

**18. Governing Law.**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota, which shall be the forum for any lawsuit arising from or incident to this Agreement.

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

**PRESIDENT**

\_\_\_\_\_  
Joan T. A. Gabel

Dated: \_\_\_\_\_

**REGENTS OF THE UNIVERSITY OF MINNESOTA**

By: \_\_\_\_\_

David J. McMillan  
Chair of the Board of Regents

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Brian R. Steeves  
Corporate Secretary of the  
Board of Regents

Dated: \_\_\_\_\_