

**UNIVERSITY OF MINNESOTA**

**BOARD OF REGENTS**

**Faculty, Staff and Student Affairs Committee**

**Wednesday, July 11, 2012**

**12:30 - 1:00 p.m.**

**600 McNamara Alumni Center, East Committee Room**

**Committee Members**

Patricia Simmons, Chair  
Richard Beeson, Vice Chair  
Linda Cohen  
Thomas Devine  
David McMillan  
Maureen Ramirez

**Student Representatives**

**A G E N D A**

1. Board of Regents Policy: *Private Practice Plan: School of Dentistry* - Action - A. Friedman/J. Buchanan (pp. 2-4)
2. Collective Bargaining Agreement with Minnesota Public Employees Association, Inc. (MNPEA) (Police Officers, Unit 1) - Review/Action - K. Brown/P. Dion (pp. 5-7)
3. Collective Bargaining Agreement with Minnesota State Building and Construction Trades Council (PELRA Unit 2) - Review/Action - K. Brown/P. Dion (pp. 8-10)
4. Consent Report - Review/Action - K. Brown (pp. 11-18)



**UNIVERSITY OF MINNESOTA  
BOARD OF REGENTS**

**Faculty, Staff, and Student Affairs Committee**

**July 11, 2012**

**Agenda Item:** Board of Regents Policy: *Private Practice Plan: School of Dentistry*

review       review/action       action       discussion

**Presenters:** Vice President Aaron Friedman  
Judith Buchanan, Interim Dean, School of Dentistry

**Purpose:**

policy       background/context       oversight       strategic positioning

To approve proposed amendments to Board of Regents Policy: *Private Practice Plan: School of Dentistry*.

**Outline of Key Points/Policy Issues:**

The proposed revision of Board of Regents Policy: *Private Practice Plan: School of Dentistry* will replace the existing policy, which was adopted in 1993. The existing policy is based entirely on the application of the Consulting Policy. The revised policy provides that private clinical activity will be managed and regulated under the revised policy, allowing the Dean and a committee of faculty, to be more engaged in aligning the private practice activity with the goals and mission of the School of Dentistry. The revised policy is consistent with the related policies for the other health sciences colleges, and brings the School of Dentistry in line with the other colleges.

**Background Information:**

The existing Regents policy was adopted in 1993, and was last amended in 2002. The 2002 amendment related only to provisions in regard to changes that were then occurring in Board of Regents Policy: *Reservation and Delegation of Authority*.

**President's Recommendation for Action:**

The President recommends approval of the revised policy.



UNIVERSITY OF MINNESOTA  
BOARD OF REGENTS POLICY

Page 1 of 2

Administrative  
PRIVATE PRACTICE PLAN - UNIVERSITY OF  
MINNESOTA SCHOOL OF DENTISTRY

Adopted:

Amended:

Supersedes: (see end of policy)

DRAFT for *action* July 11, 2012

PRIVATE PRACTICE PLAN — UNIVERSITY OF MINNESOTA  
SCHOOL OF DENTISTRY

**SECTION I. SCOPE.**

This policy governs the private practice of dentistry by the faculty of the University of Minnesota (University) School of Dentistry. Consulting activities that do not constitute the practice of dentistry, as determined by the president or delegate, shall be governed by Board of Regents Policy: *Outside Consulting, Service Activities, and Other Work.*

**SECTION II. DEFINITIONS.**

**Subd. 1. Academic Health Center or AHC.** *Academic Health Center (AHC)* shall mean the University of Minnesota Academic Health Center.

**Subd. 2. School of Dentistry.** *School of Dentistry* shall mean the University of Minnesota School of Dentistry.

**Subd. 3. Delegate.** *Delegate* shall mean the person designated by the president to carry out this private practice plan.

**SECTION III. PRIVATE PRACTICE STANDARDS.**

**Subd. 1. Contribute to Mission.** The private practice of dentistry shall be conducted so as to contribute significantly to achieving the mission of the School of Dentistry in teaching, research, and clinical care.

**Subd. 2. Promote Reputation.** The private practice of dentistry shall be conducted so as to promote the reputation of the School of Dentistry.

**Subd. 3. Use of Assets.** Where University assets are used in connection with the private practice of dentistry, such assets shall be used in support of the mission of the School of Dentistry and pursuant to appropriate rules and controls established by the president or delegate.

**Subd. 4. Faculty Compensation.** Faculty compensation shall reflect relative contributions to all the School of Dentistry functions of teaching, research, administration, and clinical care. Compensation limitations shall take into account generally recognized



UNIVERSITY OF MINNESOTA  
**BOARD OF REGENTS POLICY**

Page 2 of 2

**Administrative**  
**PRIVATE PRACTICE PLAN - UNIVERSITY OF**  
**MINNESOTA SCHOOL OF DENTISTRY**

**Adopted:**

**Amended:**

**Supersedes:** (see end of policy)

DRAFT for *action* July 11, 2012

standards for academic medical centers, local market conditions, the value of University faculty appointments and their benefits, and other relevant factors.

**Subd. 5. Compliance With Other Law and Policy.** School of Dentistry faculty members must comply with applicable law; University, AHC, and School of Dentistry policies; and recognized professional standards.

**SECTION IV. ADMINISTRATION.**

**Subd. 1. Responsibility.** The president or delegate shall be responsible for assuring, consistent with contractual obligations and limitations, compliance with this policy.

**Subd. 2. Governance of Academic Issues.** The University shall continue to govern academic issues.

**Subd. 3. Board of Regents Policies.** School of Dentistry faculty members remain subject to current and future Board of Regents policies.

**SECTION V. IMPLEMENTATION.**

**Subd. 1. Operating Procedures.** The president or delegate shall establish operating procedures for the implementation of this policy and for assuring that appropriate controls, including audits, are in place.

**Subd. 2. Consistency With Policy.** All contracts, agreements, and operating procedures of the School of Dentistry relating to the private practice of dentistry shall be consistent with this policy and shall be subject to review by the president or delegate for compliance.



**UNIVERSITY OF MINNESOTA  
BOARD OF REGENTS**

**Faculty, Staff, and Student Affairs Committee**

**July 11, 2012**

**Agenda Item:** Collective Bargaining Agreement with Minnesota Public Employees Association, Inc (MNPEA) (Police Officers, Unit 1)

review       review/action       action       discussion

**Presenters:** Vice President Kathryn Brown  
Patti Dion, Director of Employee Relations

**Purpose:**

policy       background/context       oversight       strategic positioning

To seek approval of this collective bargaining agreement between the University of Minnesota and Minnesota Public Employees Association, Inc, Unit 1.

**Outline of Key Points/Policy Issues:**

This contract will provide the terms and conditions of employment between the date of signing and December 31, 2013.

**Background Information:**

Negotiations on this contract began on March 21, 2012 and concluded with a tentative agreement on June 7, 2012. The Union's contract ratification process was completed on June 25, 2012. Board approval is required before the contract can be implemented.

**President's Recommendation for Action:**

The President recommends approval of this collective bargaining agreement.



**REGENTS OF THE UNIVERSITY OF MINNESOTA**  
**RESOLUTION RELATED TO**  
**THE PROPOSED LABOR AGREEMENT WITH**  
**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION, INC.**

**WHEREAS**, the parties have met and negotiated over the course of the past several months and have reached agreement regarding terms and conditions of employment regarding the employees of this bargaining unit; and

**WHEREAS**, Minnesota Public Employees Association, Inc. (MNPEA) have ratified acceptance of this agreement; and

**WHEREAS**, according to Board of Regents Policy: *Reservation and Delegation of Authority*, approval of labor agreements by the Board of Regents is required;

**NOW, THEREFORE, BE IT RESOLVED** that on the recommendation of the President, the Board of Regents approves this labor agreement as outlined in the docket for July 11, 2012.

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION INC.  
PELRA UNIT 3**

This unit is composed of police officers and sergeants. The total number of employees in this unit is approximately 54.

**ECONOMIC HIGHLIGHTS**

**During the 2012-2013 fiscal year, the following salary adjustments will be made:**

Effective July 1, 2012 there will be no general wage adjustment and step increases will be resume as provided in the contract.

**During the 2013-2014 fiscal year, the following salary adjustments will be made:**

Effective July 1, 2013 the will be no general wage adjustment and step increases shall continue as provided in the contract.

<b>Base Annual Payroll</b>	<b>\$2,642,515</b>
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**RECURRING COSTS 2012-2014**

Progression steps	\$140,026
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<b>TOTAL RECURRING COST</b>	<b>\$140,026</b>
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**NON-ECONOMIC HIGHLIGHTS**

Added language to allow employees who are promoted outside of the bargaining unit and return prior to the end of their probationary period to retain their previous classification seniority.

Revised language to post job openings on the Office of Human Resource employment website rather than bulletin boards.



**UNIVERSITY OF MINNESOTA  
BOARD OF REGENTS**

**Faculty, Staff, and Student Affairs Committee**

**July 11, 2012**

**Agenda Item:** Collective Bargaining Agreement with Minnesota State Building and Construction Trades Council (PELRA Unit 2)

review       review/action       action       discussion

**Presenters:** Vice President Kathryn Brown  
Patti Dion, Director of Employee Relations

**Purpose:**

policy       background/context       oversight       strategic positioning

To seek approval of the collective bargaining agreement between the University of Minnesota and the Minnesota State Building and Construction Trades Council on behalf of the craft and trades employees.

**Outline of Key Points/Policy Issues:**

This contract will provide the terms and conditions of employment between the date of signing and June 30, 2015.

**Background Information:**

Negotiations on this contract began on June 18, 2012 and an agreement was reached at that meeting. Board approval is required before the contract can be implemented.

**President's Recommendation for Action:**

The President recommends approval of this collective bargaining agreement.



**REGENTS OF THE UNIVERSITY OF MINNESOTA**  
**RESOLUTION RELATED TO**  
**THE PROPOSED LABOR AGREEMENT WITH**  
**Minnesota State Building and Construction Trades Council**

**WHEREAS**, the parties have met and reached agreement regarding terms and conditions of employment regarding the employees of this bargaining unit; and

**WHEREAS**, The Minnesota State Building and Construction Trades Council has ratified acceptance of this agreement; and

**WHEREAS**, according to Board of Regents Policy: *Reservation and Delegation of Authority*, approval of labor agreements by the Board of Regents is required.

**NOW, THEREFORE, BE IT RESOLVED** that on the recommendation of the President, the Board of Regents approves this labor agreement as outlined in the docket for July 11, 2012.

**State Building and Construction Trades Council  
PELRA UNIT 2**

This unit is composed of crafts and trades employees represented by nineteen different locals at all twin city locations. The total number of employees in this unit is approximately 281. Classifications include Pipefitter, Electrician, Carpenter, Painter, Plumber, etc.

**ECONOMIC HIGHLIGHTS**

Some employees covered by this agreement will receive wage and fringe adjustments on May 1, 2013, and some will not. We have committed to having the prevailing wage rates (market rate) as negotiated between the locals and the General Contractor Association in the metropolitan area. At the present time, that expected adjustment of wages and fringes on May 1, 2013 is approximately 2%.

In 2014 and 2015 we have agreed to a wage reopener, as neither party is able to accurately predict respective economic positions at this time.

<b>Base Annual Payroll</b>	<b>\$16,373,000</b>
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**NON-ECONOMIC HIGHLIGHTS**

Eliminated language regarding paychecks as the University will pay employees through direct deposit or pay cards.

The Union will provide annual updates on the status of its pension plans.



**UNIVERSITY OF MINNESOTA  
BOARD OF REGENTS**

**Faculty, Staff, and Student Affairs Committee**

**July 11, 2012**

**Agenda Item:** Consent Report

review       review/action       action       discussion

**Presenters:** Vice President Kathryn Brown

**Purpose:**

policy       background/context       oversight       strategic positioning

As required by Board of Regents Policy: *Reservation and Delegation of Authority*, the administration seeks approval for the following:

- Appointment of senior leader; and
- Conferral of tenure for faculty who have been hired at the University of Minnesota.

**Outline of Key Points/Policy Issues:**

- Appointment of Pamela Wheelock as Vice President for University Services, effective August 15, 2012.
- Conferral of tenure.

**Background Information:**

Board of Regents Policy: *Reservation and Delegation of Authority* calls for items, such as proposed changes to retirement provisions, senior administrative appointments, bargaining unit contract approvals, tuition and fees policies, and appointments of certain trustees and board members, to be brought before the Faculty, Staff, and Student Affairs Committee for review and action.

**President's Recommendation for Action:**

The President recommends approval of the Consent Report.

**Board of Regents  
Faculty, Staff, and Student Affairs Committee: Consent Report  
July 11, 2012**

***Personnel Appointment***

Pending approval by the Board of Regents, **Pamela A. Wheelock** will be appointed Vice President for University Services, effective August 15, 2012.

Position Overview

The Vice President for University Services is the chief operations officer for the University of Minnesota system. The Vice President is responsible for creating and sustaining a physical environment and service culture that supports and advances the teaching, research, and outreach missions of the University. The Vice President works in partnership with academic leadership to understand the needs of the academic enterprise, ensuring the requisite services and facilities are provided efficiently to support one of the world's most renowned public research universities.

Appointees Background and Qualifications

Pam comes to the University of Minnesota most recently from serving as interim president and chief executive officer of Blue Cross Blue Shield of Minnesota, where she has served as board chair. Prior to that position, she worked for the Bush Foundation, leading a team to enhance the vitality of communities and advance solutions to tough public problems through learning and leadership. She has also served as executive vice president and chief financial officer of Minnesota Sports and Entertainment, as the state commissioner for Governor Jesse Ventura, as deputy mayor and director of planning and economic development for the mayor of St Paul, Norm Coleman, and in other municipal, state, and federal positions. Pam received her Master of Arts in applied economics from Marquette University in 1986.

Recommended Salary and Appointment Type

Pam Wheelock's annual salary for 2012-13 is \$250,000. Her appointment as Vice President for University Services is a 100%-time, A-term (12-month), L-type (limited) appointment, reporting to and serving at the pleasure of the president.

Individually Negotiated Terms of Employment or Separation Agreements

There are no individually negotiated terms of employment and/or separation agreements. The complete employment agreement between the University of Minnesota and Pamela Wheelock is attached as an exhibit.

Comparable Market Data

The College and University Professional Association for Human Resources (CUPA-HR) defines chief business officer as the person responsible for the combined functions of administrative and financial affairs. Overall responsibilities of a chief business officer typically include physical plant and property management, auxiliary enterprises, food services, accounting, purchasing, human resources, and related business matters.

When determining comparable market data for the University of Minnesota's Vice President for University Services position, it should be noted that there are significant differences across institutions of higher education in terms of how they structure their administrative functions at the senior level. These differences may impact the validity of this particular market comparison as the responsibilities of the most comparable positions are not completely aligned with the responsibilities of the University's Vice President for University Services position.

With respect to peer institutions, the following higher education institutions submitted salary data for the position of chief business officer to the CUPA-HR survey in Fall 2011: Indiana University, Michigan State University, Purdue University, University of California Berkeley, University of Florida, University of Illinois, University of Iowa, University of Texas at Austin, and University of Wisconsin. For the position of chief business officer at these institutions, the salaries range from a minimum of \$167,688 to a maximum of \$375,000, with a mean of \$278,926.

With respect to a broader set of all of the doctoral institutions that submitted salary data for the CUPA-HR survey (as reported in the *Chronicle of Higher Education*), the median salary for the position of chief business officer was \$236,022.

#### President's Recommendation

The president recommends the appointment of Pam Wheelock to the position of Vice President for University Services.

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** is entered into as of this 12<sup>th</sup> day of June, 2012, by and between Regents of the University of Minnesota, a Minnesota constitutional educational corporation (the "University"), and Pamela Wheelock ("Ms. Wheelock" or "you");

**WHEREAS**, the University wishes to employ Ms. Wheelock as the Vice President for University Services and Ms. Wheelock wishes to accept employment as Vice President for University Services;

**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 Ms. Wheelock 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 Ms. Wheelock as the Vice President for University Services and she agrees to be so employed by the University for a term commencing on August 15, 2012. The Vice President for University Services is a 100 percent time, 12-month L appointment in the professional and academic personnel classification who serves as an at-will employee as determined by the University 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 Services you will diligently and conscientiously devote your full-time attention and best efforts in performing and discharging the duties of Vice President for University Services as set forth in the job description for this position (attached) including, but not limited to, the following duties:

- A. Management and supervision of those units which report to you;
- B. Preparation and submission of budgets and appropriate financial information in accordance with University Policies;
- C. Recruitment of personnel for your office and those units that report to you;

D. Representing the University and those Units that report to you in a positive fashion in private and public forms;

E. Assisting the units that report to you and the University in fundraising and public relations;

F. Performing 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 a broader systemic review of your performance on a periodic basis, in accordance with University Policy.

### **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 Fifty Thousand and No/100 Dollars (\$250,000).

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 Services is an L appointment, which means you serve at the pleasure of the President, and 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 chair and vice chair.

**C.** If you are a tenured faculty member at the end of your administrative appointment, you may return to the faculty at your established faculty salary.

## 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 modified or 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 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 and labeling of 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.

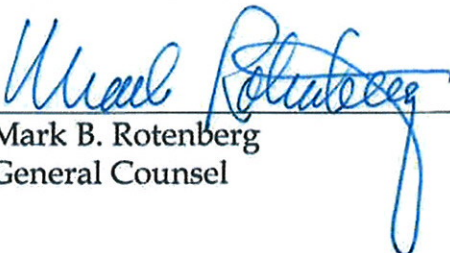
**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date first shown above.

By:   
Pamela Wheelock

**REGENTS OF THE UNIVERSITY OF MINNESOTA**

By:   
Eric W. Kaler  
President

Approved as to Form and Execution

By:   
Mark B. Rotenberg  
General Counsel

**Board of Regents  
Faculty, Staff and Student Affairs Committee: Consent Report  
July, 2012**

***Outside Tenured Hires***

Marlene Zuk	Professor with tenure	Department of Ecology, Evolution, & Behavior College of Biological Sciences
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Professor Marlene Zuk received her Ph.D. in Zoology from the University of Michigan in 1986. Following postdoctoral work, she began her academic career at the University of California Riverside where she served most recently as a tenured professor in the Department of Biology and Associate Vice Provost for Equity and Diversity. Professor Zuk is a distinguished and prolific scholar with over 135 publications and is recognized internationally for her research in behavioral ecology and evolutionary biology. She has published materials for both scientific and popular audiences and is a fellow of the American Association for the Advancement of Science. Professor Zuk has an outstanding record of teaching and mentoring undergraduate and graduate students and postdoctoral fellows.

Alejandro Baer	Associate professor with tenure	Department of Sociology College of Liberal Arts
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Professor Alejandro Baer received his Ph.D. Sociology from the Complutense University in Madrid, Spain in 2003. Recently Professor Baer has been an assistant professor and the chair of Sociology of Culture and Religion at the University of Bayreuth, Germany and has been a visiting associate professor in Sociology at the Ludwig Maximilians Universitat in Munich, Germany. Professor Baer is a scholar of social memory, the sociology of culture and religion, and holocaust and genocide studies as well as quantitative research methodologies. He will become the Director of the Center for Holocaust and Genocide Studies and will hold the Steven C. Feinstein Chair in Holocaust and Genocide Studies. Professor Baer has an exceptional record of teaching and mentoring students at all levels.