



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

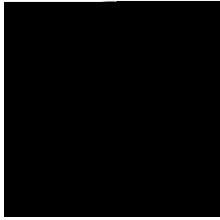
Docket Item Summary - Page 3

Gabel CV - Page 4

2. Gabel Employment Agreement - Review/Action

Docket Item Summary - Page 17

Gabel Employment Agreement - Page 18



Appointment of President of the University of Minnesota



Regent David J. McMillan

The purpose of this item is action on the appointment of Joan T.A. Gabel as the 17th 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 10-12, she visited 10 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.

Key Deliverables:

-

Key

Key Deliverables

-

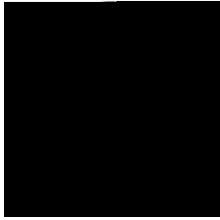
-

cum laude

Doe & Smith v. Mutual of Omaha Insurance Company:

-
-
-
-
-
-
-
-
-
-
-

-
-
-
-
-



Gabel Employment Agreement



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

B.

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. \$160,000 vesting on June 30, 2023;

ishments. The

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

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

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

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.

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 position, with or without reasonable accommodation, for ninety

t

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 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.

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: _____