



Board of Regents Special Meeting

November 2021

November 8, 2021

1:30 p.m.

Boardroom, McNamara Alumni Center

BOR - NOV 8, 2021 - Special Meeting

1. Select Finalist(s) to be Interviewed for Chief Auditor of the University of Minnesota - Review/Action

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2. Employment Agreement - Head Football Coach, Twin Cities Campus - Review/Action

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BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents

November 8, 2021

AGENDA ITEM: Select Finalist(s) to be Interviewed for Chief Auditor of the University of Minnesota

Review

Review + Action

Action

Discussion

This is a report required by Board policy.

PRESENTERS: Regent Steve Sviggum

PURPOSE & KEY POINTS

The purpose of this item is to take action to select finalists for the position of Chief Auditor of the University of Minnesota. It is expected that the Board of Regents will interview finalists and select a new Chief Auditor later this fall.

BACKGROUND INFORMATION

On May 11, 2021 Chief Auditor Gail Klatt announced her intent to retire as Chief Auditor in the fall of 2021.

On July 7, 2021, the Board of Regents appointed a Chief Auditor Search Advisory Committee (CASAC) and charged it with “recommending to the Board of Regents 3-4 unranked lead candidates for Chief Auditor of the University of Minnesota.” CASAC members were:

- Regent Steve Sviggum, chair
- Regent Mary Davenport
- Regent Mike Kenyanya
- Myron Frans, Senior Vice President for Finance and Operations
- Jennifer Goodnough, Associate Professor, Department of Chemistry, University of Minnesota - Morris & FCC member
- Jennifer Gunn, Associate Professor and Director, Institute for Advanced Study; member, Senate Committee on Finance and Planning, 2013-21
- Ken Horstman, Vice President, Human Resources
- Boyd Kumher, Chief Compliance Officer
- Jim Nobles, Legislative Auditor, State of Minnesota
- Michael Oakes, Interim Vice President for Research
- Doug Peterson, General Counsel

The candidate profile used to guide the recruitment process is included in the docket. AGB Search is assisting the Board in this search.



UNIVERSITY OF MINNESOTA
Chief Auditor Leadership Profile



THE OPPORTUNITY

The University of Minnesota Board of Regents invites applications and nominations for the position of Chief Auditor for the University of Minnesota.

The Chief Auditor is a senior leader directly accountable to the Board of Regents. In addition, the Chief Auditor receives additional oversight and guidance from the President in the execution of audit work. The Chief Auditor provides independent assurance and advisory services designed to add value and improve the operations of the University of Minnesota and its five distinct campuses. They lead the Office of Internal Audit and are responsible for designing, organizing and directing this function to continually assess whether the University's network of risk management, internal control, and governance is adequate and functioning effectively.

Core Duties and Responsibilities

The Chief Auditor is responsible for directing the University-wide Internal Audit function, which assesses the extent to which:

- the University's risks are appropriately identified and managed;
- important financial, managerial, and operating information is accurate, reliable, and timely; resources are acquired economically, used efficiently and adequately protected;
- and significant legislative and regulatory issues impacting the University are recognized and addressed appropriately.

The Chief Auditor develops a flexible internal audit plan using appropriate risk-based methodology and provides regular status updates; reports significant issues relating to the processes for controlling University activities, including potential improvements to those processes, and maintains and leads an audit staff with the knowledge, skills, and experience to provide a high level

of professional audit service to the University. The work of the audit function ensures effective and efficient use of institutional resources in all areas of the University.

The Chief Auditor is expected to work closely and effectively with the Board of Regents and its Audit & Compliance Committee, the President and senior leadership team, and robust shared governance structures systemwide, as well as with the state, the federal government, and the external auditors that support the University's work. This includes a direct and ongoing partnership with the University's General Counsel and Chief Compliance Officer to evaluate and mitigate institutional risk. The Chief Auditor must be able to communicate important audit findings and results clearly and with fidelity externally as needed to ensure continued confidence in the University's use of public resources.



As the assigned senior leader liaison to the Board's Audit & Compliance Committee, the Chief Auditor is responsible for facilitating committee meetings, assisting in agenda development, providing meeting materials, and maintaining an open line of communication with committee leadership about ongoing or emerging audit issues.

The Leadership Challenges and Opportunities

The University of Minnesota System, with campuses in Crookston, Duluth, Morris, Rochester, and the Twin Cities, is driven by a singular vision of excellence. The University of Minnesota Twin Cities is the flagship campus and one of five university campuses in the nation with an engineering school, medical school, law school, veterinary medicine school, and agricultural school all on one campus. The University is proud of its land-grant mission of world-class education, groundbreaking research, and community-engaged outreach.

The Chief Auditor leads the University's portfolio of risk management work in an open and transparent environment. Meetings of the Board's Audit & Compliance Committee are open to the public and the Minnesota Government Data Practices Act establishes what University data are public information. In addition, Minnesota's Legislative Auditor receives a copy of all completed audit reports.

The Office of Internal Audit and its staff enjoy a very strong reputation across the University and amongst their peers nationally. The Chief Auditor directs the administrative and operational activities of this office, including the preparation and execution of an organizational plan to achieve the responsibilities of the audit function. The new Chief Auditor will have the opportunity to continue to grow and enhance the strengths and skills of the audit team, while introducing new methodologies and audit approach best practices along with the necessary training to ensure continued success for the University.

The Chief Auditor works with a wide variety of internal and external constituencies, developing trust and credibility by advocating for appropriate management oversight; providing leadership in the analysis and evaluation of institutional risk; and participating in consultative processes with the Board of Regents, President, senior leadership, faculty and staff to achieve consensus on issues related to the University's overall risk environment. The Chief Auditor also coordinates audit coverage with external audit providers and represents the University and the internal audit function to external organizations and governmental agencies.

The Chief Auditor is a visible, trusted partner to the Board of Regents and the University community. This leader's strong reputation is important to the ability of the Office of Internal Audit to successfully accomplish its mission of institutional support, risk assessment and mitigation strategies, and programmatic review. With turnover in the past year of key members of the President's senior leadership team; one-third of the seats on the 12-person Board of Regents up for election every two years; and planned turnover in leadership of the Board's Audit & Compliance Committee, the new Chief Auditor will have both an immediate and ongoing opportunity to develop and enhance relationships to benefit the internal audit function and the University's reputation.

A new systemwide strategic plan, MPact 2025 reflects the University's commitment to its mission and the metrics ensure the University's accountability to the students, faculty, and staff it serves—as well as the state of Minnesota. An important early area of attention for the new Chief Auditor will be planning the resources needed for the Internal Audit program to fully support MPact 2025. Additionally, as the University moves forward from the COVID-19 pandemic, the new Chief Auditor will direct the internal audit team back into a normal rhythm and annual work plan after a year operating without a work plan in place.

Qualifications and Desired Attributes

Required:

- 15 years of relevant experience, with five or more years of internal audit experience.
- CIA, CPA, CISA, MBA or other advanced degree or professional certification.
- Thorough knowledge of and technical competence in auditing and risk assessment practices, including information technology and data analytics. Ability to apply broad technical knowledge in navigating legal, regulatory, financial and related ramifications of audit work.

- Proven track record of building and maintaining strong working relationships to navigate nuanced situations.
- Absolute and unquestionable integrity.
- Understanding of and appreciation for the mission of the University and its importance both locally and globally.
- Demonstrated success in fostering diversity, equity, inclusion, and belonging.
- Sophisticated, nuanced written, interpersonal and public communication skills, as well as the ability to be a careful listener.
- Forward-thinking and able to see and understand the big picture; focused on continuous improvement.
- Proven courage in situations of complexity; calm under pressure; ability to speak truth to power. Displays humility but confidence regarding self and the team.
- Demonstrated technical, analytical, organizational, and planning skills.

Preferred:

- Experience leading across a large, diversified, decentralized, highly regulated, multi-unit organization.
- Experience leading in higher education, preferably in a public research university.
- Knowledge of audit modernization strategies, particularly in internal audit settings.
- Managerial experience in auditing or consulting, including supporting staff growth, providing opportunities for exploration of new initiatives, and aiding in staff development of evolving skills.

The Application and Nomination Process

Applications will be received and considered until the position is filled. For full consideration, submit applications by **September 18, 2021**. Applications must include a letter of interest, addressing why the applicant is interested in this position and how required qualifications are met; and a CV and five professional references with email and telephone numbers (references will not be contacted without prior authorization from the applicant). All applications will be handled in confidence. Submit applications and nominations electronically (Microsoft Word or PDF format) to:

Margaret Plympton, Ed.D.

Principal, AGB Search
margaret.plympton@agbsearch.com
484-554-4542

Oscar C. Page, Ph.D.

Senior Consultant, AGB Search
oscar.page@agbsearch.com
903-870-8303



Mission

The University's mission, carried out on multiple campuses and throughout the state, is threefold: research and discovery, teaching and learning, and outreach and public service.

An Equal Opportunity Employer

The University of Minnesota shall provide equal access to and opportunity in its programs, facilities, and employment without regard to race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity, or gender expression.

Inquiries regarding compliance may be directed to the Director, Office of Equal Opportunity and Affirmative Action, University of Minnesota, 274 McNamara Alumni Center, 200 Oak Street S.E., Minneapolis, MN 55455, (612) 624-9547, eoaa@umn.edu. Website at www.eoaa.umn.edu.

This publication/material is available in alternative formats upon request. Please contact Office of the Board of Regents, phone: 612-624-6608 email: uregents@umn.edu.

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BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents

November 8, 2021

AGENDA ITEM: Employment Agreement for the Head Football Coach, Twin Cities Campus

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

This is a report required by Board policy.

PRESENTERS: President Joan T.A. Gabel
Mark Coyle, Director of Intercollegiate Athletics, Twin Cities Campus

PURPOSE & KEY POINTS

The purpose of this item is for the Board to review and act on the fifth amendment to the employment agreement with Philip John “P.J.” Fleck, Head Football Coach, Twin Cities campus. Key provisions of this employment agreement are:

- The term is November 9, 2021 to December 31, 2028.
- The first year of the contract will run from November 9, 2021 to December 31, 2022. Subsequent years will be from January 1 to December 31.
- The total salary (base plus supplemental) will increase from its current rate of \$4.65 million with an annual increase of \$50,000 (through 2026) to \$5 million with no annual increase.
- Two items are added to Fleck’s incentive bonus plan - \$100,000 for winning eight (8) games during the regular season; and \$100,000 for winning nine (9) games during the regular season.
- 65 percent of this contract will be guaranteed, the same as the current agreement.
- Fleck’s salary pool for assistant coaches and other staff will increase by \$350,000 on February 1, 2022.
- The contract includes a financial penalty should Fleck choose to terminate the agreement, starting with a required payment to the University of \$10 million should he leave in the first year of the contract, \$7 million if in year two, \$5 million if in year three, \$4 million if in year four, \$3 million if in year five and \$2 million if in year six.
- All other provisions in Fleck’s contract will remain the same.

BACKGROUND INFORMATION

The Board of Regents approved past employment agreements with Fleck as follows:

- Fourth amendment to the employment agreement – approved on November 14, 2019.
- Third amendment to the employment agreement – approved on December 14, 2018.

- First and second amendments to the employment agreement – approved on December 15, 2017.
- The initial employment agreement – approved on February 10, 2017.

PRESIDENT'S RECOMMENDATION

The President recommends approval of the fifth amendment to the employment agreement for the head football coach, Twin Cities campus.

**Board of Regents
November 8, 2021**

Employment Agreement

Subject to Board of Regents approval, the Athletics Department and head football coach P.J. Fleck have reached an agreement on a new seven-year contract which would result in a two-year extension of Coach Fleck's current contract.

Position Overview

The head football coach is a leadership position reporting directly to the deputy athletics director and 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

Coach Fleck is currently in his fifth year leading the Gopher Football program. Since joining the Gophers he has achieved an overall record of 32-21. Coach Fleck already ranks 10th in school history in games coached (52) and 6th in wins. His .596 winning percentage is third best among the 11 Gophers head football coaches with at least 45 games, behind only Henry L. Williams (.786, 1900-21) and Bernie Bierman (.716, 1932-41). The team is currently 12-3 in their last 15 games away from home, including bowl games, beginning with its 37-15 victory at Wisconsin on Nov. 24, 2018. During that stretch, only Ohio State (15-2) has a better mark away from home among Big Ten teams.

Coach Fleck has been named Conference Coach of the Year three times in his eight total seasons as a head coach. Minnesota has had only 10 players named Big Ten position player of the year in its history, and three of them played for Coach Fleck. The team has posted record GPAs under Coach Fleck, with a current team GPA of 3.44. Under Coach Fleck's leadership the team has increased its community outreach and charitable activities. It currently hosts an annual diaper drive during its fall training camp, and a turkey drive around Thanksgiving. Coach Fleck and his wife Heather are avid supporters of University of Minnesota Masonic Children's Hospital and its mission.

Coach Fleck's competitive success, his personal story, and his leadership style have been recognized nationally and have increased the visibility of Golden Gopher Football. Minnesota has hosted ESPN College GameDay twice, the only two times in its history. It also hosted FOX's national pregame show earlier this season. The Gophers have competed on network television (ABC, FOX, NBC, CBS) eight times under Coach Fleck. Minnesota sold 4,604 new season tickets prior to the 2021 season, which marks the highest total since the opening of Huntington Bank Stadium. Student season tickets increased 164% from 2019 to 2021. Athletics has also seen record football fundraising since Coach Fleck's arrival in 2017.

Summary of Employment Agreement

- The term is November 9, 2021 to December 31, 2028.
- The first year of the contract will run from November 9, 2021 to December 31, 2022. Subsequent years will be from January 1 to December 31.
- The total salary (base plus supplemental) will increase from its current rate of \$4.65 million with an annual increase of \$50,000 (through 2026) to \$5 million with no annual increase.
- Two items are added to Coach Fleck's incentive bonus plan - \$100,000 for winning eight (8) games during the regular season; and \$100,000 for winning nine (9) games during the regular season.
- 65 percent of this contract will be guaranteed, the same as the current agreement.
- Coach Fleck's salary pool for assistant coaches and other staff will increase by \$350,000 on February 1, 2022.
- The contract includes a financial penalty should Coach Fleck choose to terminate the agreement, starting with a required payment to the University of \$10 million should he leave in the first year of the contract, \$7 million if in year two, \$5 million if in year three, \$4 million if in year four, \$3 million if in year five and \$2 million if in year six.
- All other provisions in Coach Fleck's contract will remain the same.

Comparable Market Data

Coach Fleck's new combined annual salary and supplemental compensation of \$5,000,000 would place him in the middle of the compensation rankings for Big Ten head football coaches and rank him approximately 20th nationally.

Recommendation

The president recommends approval of this employment agreement for P.J. Fleck as Head Football Coach, University of Minnesota, Twin Cities campus.

AMENDMENT TO EMPLOYMENT AGREEMENT

This is a contractual amendment to the Employment Agreement between the University of Minnesota (“University”), on behalf of its Department of Intercollegiate Athletics on the Twin Cities campus (“Department”), and Philip John Fleck (“Coach”), dated November 5, 2019 (“Employment Agreement”). The University and Coach do now mutually desire to amend certain terms of the Employment Agreement by entering into this amendment (“Amendment”), effective November 8, 2021.

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

1. **Paragraph 1.1 is deleted and replaced with the following:**

1.1 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 the date the University’s Board of Regents (“Board”) formally approves this Amendment (the “Start Date”) and ending on December 31, 2028 (“Term of Employment”). For purposes of this Agreement, contract year one runs from the Start Date through December 31, 2022. All subsequent contract years run from January 1 through December 31.

2. **Paragraph 2.1.1 is deleted and replaced with the following:**

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 an annualized base salary in the amount of One Million Five Hundred Thousand dollars (\$1,500,000).

3. **Paragraph 2.14 is deleted and replaced with the following:**

2.14. Supplemental Salary Pool. On February 1, 2022, the University agrees to make available an additional Three Hundred Fifty Thousand dollars (\$350,000) for salaries for assistant coaches and/or other staff for the Team.

4. **Paragraph 3.2 is deleted and replaced with the following:**

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 sixty five percent (65%) of the Base Salary per Section 2.1 and Supplemental Compensation per Section 2.2 of this Agreement that absent termination would have been paid to Coach through the remainder of the Term of Employment. The Termination Fee shall be paid in installments as follows:

a. The total Termination Fee shall be divided by the number of months remaining on the Term of Employment, not including any partial months, to determine the "Monthly Payment Amount."

b. The first installment shall be made no later than the last day of the second full month following the month in which the termination occurs and shall include the Monthly Payment Amount for those first two months.

c. Monthly payments shall continue thereafter at the Monthly Payment Amount through the end of the second calendar year following the year in which the termination occurred, or the end of the remaining Term of Employment had the contract continued, whichever is earlier.

d. If the Term of Employment had the contract continued extends beyond the end of the second calendar year following the year in which the termination occurred, then the final monthly payment at the end of the second calendar year following the year in which the termination occurred shall include the full amount remaining on the total Termination Fee, i.e., the final payment shall be a balloon payment for the full remaining amount.

All payments made under this Section 3.2 shall be subject to all applicable tax withholdings. The parties acknowledge that the Termination Fee under this Section 3.2 has been structured so as not to constitute a deferred payment plan under Section 457(f) of the Internal Revenue Code. However, the parties also acknowledge that the ultimate amount and timing of Termination Fee will depend on when a termination under this Section 3.2 occurs (e.g., time of year, time remaining on the Term of Employment, etc.). If the Termination Fee ultimately does trigger the requirements of Section 457(f) (e.g., the total Termination Fee amount is more than two times Coach's regular annual compensation, etc.), then the parties acknowledge their obligation to comply with the requirements of Section 457(f).

3.2.2. 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.

3.2.3. As a condition of receipt of any payment under 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.

3.2.4. 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 the Termination Fee 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 under Section 3.2.1 the amount of University's obligation to pay the Termination Fee shall be reduced by the amount of Coach's compensation, excluding reasonable and usual non-monetary fringe benefits, from such new employment.

3.2.5. 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.

3.2.6. 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).

5. Paragraph 3.6 is deleted and replaced with the following:

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 a Termination Fee as follows:

- a. \$10,000,000 if termination occurs during contract year one.
- b. \$7,000,000 if termination occurs during contract year two.
- c. \$5,000,000 if termination occurs during contract year three.
- d. \$4,000,000 if termination occurs during contract year four.

- e. \$3,000,000 if termination occurs during contract year five.
- f. \$2,000,000 if termination occurs during contract year six.
- e. \$0 if termination occurs during contract year seven.

Payment shall be made no later than sixty (60) days from the date of notice of termination. The University and Coach agree to execute a release agreement in the form attached as Exhibit C in connection with this payment.

6. Section I of Exhibit A is deleted and replaced with the following:

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 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 |
| e) | Winning eight (8) regular season games (not including any post-season, Conference Championship, or bowl games) | \$100,000 |
| f) | Winning nine (9) regular season games (not including any post-season, Conference Championship, or bowl games) | \$100,000 |

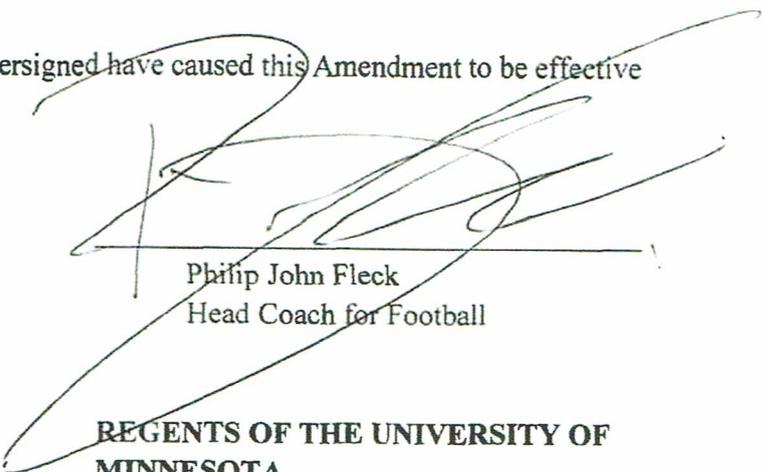
The amounts in this paragraph are cumulative.

7. Except as expressly provided in this Amendment, each and every term and condition of the Employment Agreement shall remain unchanged.

8. The parties acknowledge and agree that this Amendment is subject to formal approval by the Board and shall not be final or binding until formally approved by the Board.

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

Date: 11.3.2021


Philip John Fleck
Head Coach for Football

REGENTS OF THE UNIVERSITY OF MINNESOTA

Date: 11.3.21

By: 
Joan T. A. Gabel
President

Recommended for Approval:

Date: 11/3/2021

By: Mark Coyle
Mark Coyle, Director
Intercollegiate Athletics

Approved as to Form and Execution:

Date: _____

By: _____
Douglas Peterson
General Counsel

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

Date: _____

Philip John Fleck
Head Coach for Football

**REGENTS OF THE UNIVERSITY OF
MINNESOTA**

Date: _____

By: _____
Joan T. A. Gabel
President

Recommended for Approval:

Date: _____

By: _____
Mark Coyle, Director
Intercollegiate Athletics

Approved as to Form and Execution:

Date: November 3, 2021

By: 

Douglas Peterson
General Counsel