



Board of Regents

February 2024

February 9, 2024

15 min Following Adjournment of the Governance & Policy Committee and the Special Committee on University Relations

Boardroom, McNamara Alumni Center

BOR - FEB 2024

1. Approval of Minutes - Action

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2. Report of the Interim President

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7. University of Minnesota and Fairview Health Services: Letter of Intent - Review/Action

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8. Select Finalists to be Interviewed for President of the University of Minnesota - Review/Action

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10. Resolution to Conduct Non-Public Meeting of the Board of Regents to Discuss Attorney-Client Privileged Matters - Review/Action

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**UNIVERSITY OF MINNESOTA
BOARD OF REGENTS**

**Audit & Compliance Committee
December 7, 2023**

A meeting of the Audit & Compliance Committee of the Board of Regents was held on Thursday, December 7, 2023, at 8:00 a.m. in the Boardroom, 600 McNamara Alumni Center.

Regents present: James Farnsworth, presiding; Mary Davenport, Robyn Gulley, Tadd Johnson, Mike Kenya, and Bo Thao-Urabe.

Staff present: Executive Vice President and Provost Rachel Croson; Vice President Ken Horstman; Executive Director Brian Steeves; Chief Auditor Quinn Gaalswyk; and Associate Vice President Michael Volna.

Student Representatives present: Lee El Cohen and Flora Yang.

The docket materials for this meeting are available [here](#).

EXTERNAL AUDITOR REPORT & 2023 ANNUAL FINANCIAL REPORT

Regent Farnsworth invited Mollie Viola, Controller, Judi Dockendorf, Managing Director, Deloitte & Touche LLP, and Nicole Hoiium, Audit Manager, Deloitte & Touche LLP to provide the committee with the External Auditor Report and the results of the 2023 Annual Financial Report, as detailed in the docket.

The docket materials for this item begin on page 3. The closed-captioned video of this item is [available here](#).

RECOMMENDATION FOR ENGAGEMENT OF EXTERNAL AUDITOR

Regent Farnsworth invited Mollie Viola, Controller, and Associate Vice President Volna to present for review and action the appointment of CliftonLarsonAllen LLP (CLA) as the University's external auditor, as detailed in the docket.

The docket materials for this item begin on page 103. The closed-captioned video of this item is [available here](#).

A motion was made and seconded, and the committee voted unanimously to recommend approval of the engagement of CLA as the University's external auditor.

INSTITUTIONAL COMPLIANCE AND CONFLICT OF INTEREST REPORTS

Regent Farnsworth invited Boyd Kumher, Chief Compliance Officer, to present the Institutional Compliance and Conflict of Interest annual reports, as detailed in the docket.

The docket materials for this item begin on page 105. The closed-captioned video of this item is [available here](#).

CONSENT REPORT

Regent Farnsworth invited Chief Auditor Gaalswyk to present for review and action the Consent Report, as detailed in the docket.

The docket materials for this item begin on page 115. The closed-captioned video of this item is [available here](#).

Engagements with External Audit Firms with a Value Greater than \$100,000

- CliftonLarsonAllen LLP (CLA) was engaged by the University of Minnesota Center for Farm Financial Management to complete a SOC2 examination by describing the entity's FINPACK system and evaluate the design of controls related to the system. The related statement of work was reviewed by the Controller's Office prior to its finalization, consistent with Board Policy. This engagement did not present an independence issue with regard to CLA. The fees for this engagement are \$135,000.

A motion was made and seconded, and the committee voted unanimously to recommend approval of the Consent Report.

The meeting adjourned at 9:06 a.m.



BRIAN R. STEEVES
Executive Director and
Corporate Secretary

**UNIVERSITY OF MINNESOTA
BOARD OF REGENTS**

**Special Committee on Academic Health
December 7, 2023**

A meeting of the Special Committee on Academic Health of the Board of Regents was held on Thursday, December 7, 2023, at 8:00 a.m. in the West Committee Room, 600 McNamara Alumni Center.

Regents present: Penny Wheeler, presiding; Doug Huebsch, Ruth Johnson, Janie Mayeron, Mary Turner, and Kodi Verhalen.

Staff present: Interim President Jeffrey Ettinger; Chancellor Lori Carrell; Vice Presidents Shashank Priya, Jakub Tolar, and Julie Tonneson; General Counsel Douglas Peterson; Executive Director Brian Steeves; and Chief Public Relations Officer Chuck Tombarge.

The docket materials for this meeting are [available here](#).

**INPUT TO THE GOVERNOR'S TASK FORCE ON ACADEMIC HEALTH
AT THE UNIVERSITY OF MINNESOTA**

Regent Wheeler invited Interim President Ettinger and Jan Malcolm, Chair of the Governor's Task Force on Academic Health at the University of Minnesota, to provide an update and invite input from the special committee on the Governor's Task Force on Academic Health at the University of Minnesota, as detailed in the docket.

The docket materials for this item begin on page 3. The closed-captioned video of this item is [available here](#).

M HEALTH FAIRVIEW UPDATE

Regent Wheeler invited Interim President Ettinger and Vice President Tolar to present for review and action the resolution related to the 1997 Academic Affiliation Agreement with Fairview Health Services, as detailed in the docket.

The docket materials for this item begin on page 32. The closed-captioned video of this item is [available here](#).

Regent Verhalen left the meeting.

A motion was made and seconded, and the special committee voted unanimously to recommend approval of the resolution related to the 1997 Academic Affiliation Agreement with Fairview Health Services.

The meeting adjourned at 9:12 a.m.

A handwritten signature in black ink that reads "Brian R. Steeves". The signature is written in a cursive style with a large initial 'B'.

BRIAN R. STEEVES
Executive Director and
Corporate Secretary

**UNIVERSITY OF MINNESOTA
BOARD OF REGENTS**

**Mission Fulfillment Committee
December 7, 2023**

A meeting of the Mission Fulfillment Committee of the Board of Regents was held on Thursday, December 7, 2023, at 9:45 a.m. in the Boardroom, 600 McNamara Alumni Center.

Regents present: Ruth Johnson, presiding; Mary Davenport, James Farnsworth, Robyn Gulley, Doug Huebsch, Tadd Johnson, Mike Kenyanya, Janie Mayeron, Bo Thao-Urabe, Mary Turner, Kodi Verhalen, and Penny Wheeler.

Staff present: Interim President Jeffrey Ettinger; Chancellors Lori Carrell, Mary Holz-Clause, and Janet Schrunk Ericksen; Interim Chancellor David McMillan; Executive Vice President and Provost Rachel Croson; Vice Presidents Shashank Priya and Mercedes Ramírez Fernández; General Counsel Douglas Peterson; Executive Director Brian Steeves; Chief Auditor Quinn Gaalswyk; Chief Public Relations Officer Chuck Tombarge; Associate Vice President Tina Marisam; and Executive Director of Government and Community Relations Melisa López Franzen.

Student Representatives present: Alex Middendorf and Ebba Wako.

The docket materials for this meeting are available [here](#).

ANNUAL REPORT ON THE STATE OF THE UNIVERSITY RESEARCH ENTERPRISE

Regent R. Johnson invited Vice President Priya to discuss the Annual Report on the State of the University Research Enterprise, as detailed in the docket.

The docket materials for this item begin on page 3. The closed-captioned video of this item is [available here](#).

INTRODUCTION TO POSTDOCTORAL SCHOLARS

Regent R. Johnson invited Executive Vice President and Provost Croson, Vice President Priya, and Scott Lanyon, Vice Provost and Dean of Graduate Education, to provide an overview on the role of postdoctoral scholars, as detailed in the docket.

The docket materials for this item begin on page 63. The closed-captioned video of this item is [available here](#).

**BOARD OF REGENTS POLICY: EQUITY, DIVERSITY,
EQUAL OPPORTUNITY, AND AFFIRMATIVE ACTION**

Regent R. Johnson invited Associate Vice President Marisam to present for action the proposed amendments to the Board of Regents Policy: *Equity, Diversity, Equal Opportunity, and Affirmative Action*, as detailed in the docket.

The docket materials for this item begin on page 109. The closed-captioned video of this item is [available here](#).

A motion was made and seconded to adopt on behalf of the Board of Regents the proposed amendments to Board of Regents Policy: *Equity, Diversity, Equal Opportunity, and Affirmative Action*.

Regent Mayeron moved to amend the proposed Section II, (b) as follows:

diversity, equity, ~~and~~ inclusion, and equal opportunity,

There was a second.

The committee voted unanimously to adopt the Mayeron amendment.

The committee voted unanimously to adopt on behalf of the Board the proposed amendments to Board of Regents Policy: *Equity, Diversity, Equal Opportunity, and Affirmative Action* as amended.

CONSENT REPORT

Regent R. Johnson invited Executive Vice President and Provost Croson to present the Consent Report for review and action, as detailed in the docket.

The docket materials for this item begin on page 117. The closed-captioned video of this item is [available here](#).

Request for Approval of New Academic Programs

- College of Education and Human Development (Twin Cities campus)—requests approval to create a new Esports Management undergraduate minor, effective fall 2024.
- College of Science and Engineering (Twin Cities campus)—requests approval to create a Master of Science in Data Science in Operations Research (MSDSOR), effective fall 2024.
- Carlson School of Management (Twin Cities campus)—requests approval to create a Master of Global Management, effective summer 2024.
- Medical School (Twin Cities campus)—requests approval to create a Healthcare Administration, Leadership, and Management Fellowship program, effective summer 2024.

Request for Approval of Changed Academic Plans

- College of Education and Human Development (Twin Cities campus)—requests approval to change the name of the Emotional and Behavioral Disabilities Residency-Based Track (EBD RES BS) subplan in the Master of Education in Special Education Initial License to EBD, effective summer 2024.
- College of Food, Agricultural and Natural Resource Sciences (Twin Cities campus)—requests approval to merge two subplans in the Bachelor of Science in Sustainable Agricultural and Food Systems, effective fall 2024.
- College of Food, Agricultural and Natural Resource Sciences (Twin Cities campus)—requests approval to change the name of the Consumers and Markets subplan in the Bachelor of Science in Sustainable Agricultural and Food Systems to Food Marketing and Supply Chains, effective fall 2024.
- School of Public Health (Twin Cities campus)—requests approval to change the names of two subplans in the Master of Public Health in Public Health Nutrition, effective fall 2024.
- School of Public Health (Twin Cities campus)—requests approval to change the modality of the Public Health Preparedness, Response, and Recovery postbaccalaureate certificate, effective fall 2024.

Request for Approval of Discontinue Academic Plans

- College of Food, Agricultural and Natural Resource Sciences (Twin Cities campus)—requests approval to discontinue the Sustainable Agriculture Systems graduate minor, effective fall 2024.
- College of Science and Engineering (Twin Cities campus)—requests approval to discontinue the Master of Civil Engineering (MCE), effective spring 2024.
- College of Science and Engineering (Twin Cities campus)—requests approval to discontinue the Master of Geoengineering (MGeoE), effective spring 2024.
- College of Science and Engineering (Twin Cities campus)—requests approval to discontinue the Quaternary Paleoecology graduate minor, effective spring 2024.

Request for Conferral of Tenure for New Hires

- Susan McKernan, associate professor with tenure, Department of Primary Dental Care, School of Dentistry, Twin Cities campus
- Melinda Pettigrew, professor with tenure, Division of Environmental Health Sciences, School of Public Health, Twin Cities campus
- Francis Shen, professor with tenure, Law School, Twin Cities campus
- George Veletsianos, professor with tenure, Department of Curriculum & Instruction, College of Education and Human Development, Twin Cities campus

Request for Approval of Human Fetal Tissue Research Report to the Minnesota Legislature

Request for Approval of Amended Weisman Art Museum Collections Management Policy

A motion was made and seconded, and the committee voted unanimously to approve on behalf of the Board the Consent Report.

INFORMATION ITEMS

Regent R. Johnson invited Executive Vice President and Provost Croson to discuss the information items in the docket:

- University, Student, Faculty, and Staff Activities and Awards

The docket materials for this item begin on page 140. The closed-captioned video of this item is [available here](#).

The meeting adjourned at 11:37 a.m.



BRIAN R. STEEVES
Executive Director and
Corporate Secretary

**UNIVERSITY OF MINNESOTA
BOARD OF REGENTS**

**Finance & Operations Committee
December 7, 2023**

A meeting of the Finance & Operations Committee of the Board of Regents was held on Thursday, December 7, 2023, at 1:45 p.m. in the Boardroom, 600 McNamara Alumni Center.

Regents present: Douglas Huebsch, presiding; Mary Davenport, James Farnsworth, Robyn Gulley, Ruth Johnson, Tadd Johnson, Mike Kenyanya, Janie Mayeron, Bo Thao-Urabe, Mary Turner, Kodi Verhalen, and Penny Wheeler.

Staff present: Interim President Jeffrey Ettinger; Chancellors Lori Carrell, Mary Holz-Clause, and Janet Schrunk Ericksen; Interim Chancellor David McMillan; Executive Vice President and Provost Rachel Croson; Senior Vice President Myron Frans; Vice Presidents Bernard Gulachek, Kenneth Horstman, Shashank Priya, Mercedes Ramírez Fernández, Alice Roberts-Davis, and Julie Tonneson; General Counsel Douglas Peterson; Executive Director Brian Steeves; Chief Auditor Quinn Gaalswyk; Chief Public Relations Officer Chuck Tombarge; and Associate Vice Presidents Tina Marisam, Bill Paulus, and Michael Volna.

Student Representatives present: Cole Groshong and Hal Johnson.

The docket materials for this meeting are [available here](#).

ACADEMIC AFFILIATION WITH CENTRACARE: FINANCIAL PLAN

Regent Huebsch invited William Sibert, Senior Associate Dean of the Medical School and Chief Financial Officer, University of Minnesota Physicians, and Associate Vice President Volna to present for action the proposed financial plan for the Academic Affiliation Agreement between the University and CentraCare Health, as detailed in the docket.

The docket materials for this item begin on page 4. The closed-captioned video of this item is [available here](#).

A motion was made and seconded, and the committee voted unanimously to approve on behalf of the Board the financial plan for the Academic Affiliation Agreement with CentraCare Health.

AMENDMENT TO THE UNIVERSITY'S SUPPLEMENTAL FY 2025 STATE BUDGET REQUEST

Regent Huebsch invited Interim President Ettinger and Senior Vice President Frans to present for review an amendment to the University's FY 2025 Supplemental Budget Request to the State of Minnesota, as detailed in the docket.

The docket materials for this item begin on page 21. The closed-captioned video of this item is [available here](#).

PEAK IMPLEMENTATION UPDATE

Regent Huebsch invited Senior Vice President Frans and Vice President Horstman to provide an update on the progress of the Positioned for Excellence, Alignment, and Knowledge (PEAK) Initiative, as detailed in the docket.

The docket materials for this item begin on page 26. The closed-captioned video of this item is [available here](#).

Huebsch recessed the meeting at 2:32 p.m.

FY 2025 BUDGET VARIABLES & LEVERS

Regent Huebsch called the meeting back to order at 2:44 p.m. He invited Vice President Tonneson to discuss the primary variables impacting budget planning for FY 2025, as detailed in the docket.

The docket materials for this item begin on page 48. The closed-captioned video of this item is [available here](#).

ANNUAL REPORT ON TARGETED BUSINESS, COMMUNITY ECONOMIC DEVELOPMENT, AND SMALL BUSINESS PROGRAMS

Regent Huebsch invited Sharon Banks, Executive Director, Office for Supplier Diversity; Rebecca Eberdt, Assistant Director, Office for Supplier Diversity; and Associate Vice President Marisam to present the FY 2023 Annual Report on Targeted Business, Community Economic Development, and Small Business Programs, as detailed in the docket.

The docket materials for this item begin on page 77. The closed-captioned video of this item is [available here](#).

Regents Gulley and Farnsworth left the meeting.

CONSENT REPORT

Regent Huebsch invited Senior Vice President Frans to present for review and action the Consent Report, as detailed in the docket.

The docket materials for this item begin on page 97. The closed-captioned video of this item is [available here](#).

Purchase of Goods and Services \$1,000,000 and Over

- To CliftonLarsonAllen LLP for an estimated \$2,700,000 to provide external audit and related services to the University for the Controller's Office for fiscal years 2024 through 2027, with options for three one-year contract extensions through fiscal year 2030 for an additional estimated \$2,250,000. The total contract value, if all options are exercised, would

be an estimated \$4,950,000. This approval authorizes both the base term and the optional contract extensions. The cost of the contract is budgeted and funded out of the Controller's Office and other unit budgets. CliftonLarsonAllen LLP was selected as the result of a competitive Request for Proposal (RFP) conducted by Purchasing Services. Seven suppliers responded to the RFP and none were a targeted business. The approval of this contract is contingent upon approval by the Board of the recommendation of the Audit & Compliance Committee to engage CliftonLarsonAllen LLP as the University's external auditor.

- To Coca-Cola North America for an exclusive Beverage and Sponsorship Agreement valued at an estimated \$55,000,000 for the period of July 1, 2024 through June 30, 2039 for the Contract Administration office in Auxiliary Services. The value of the contract is the estimated sales through retail, concessions, catering, vending, residential dining, and departmental purchases by the University and contract food service providers. Coca-Cola North America was selected as the result of a competitive Request for Proposal (RFP) conducted by Purchasing Services. Three suppliers responded to the RFP and none were a targeted business.
- To Egan Company, Nasseff Mechanical Contractors, Metropolitan Mechanical Contractors, Corval Constructors Inc., Olympia Tech Electric and Hunt Electric for an estimated \$2,000,000 for contract mechanical and electrical maintenance support services and supplemental facilities management construction services as needed for Facilities Management (Twin Cities) for the period of January 1, 2024 through December 31, 2028. Contract mechanical and electrical maintenance support services and supplemental facilities management construction services are budgeted by a variety of organizations on the Twin Cities campus through their facilities budget. The chosen suppliers were selected as the result of a competitive Request for Proposal (RFP) conducted by Purchasing Services. Nine suppliers responded to the RFP and two were targeted businesses.
- To Elsevier for an estimated \$7,850,600 for the renewal of the current subscriptions to online journal content for all campuses for University Libraries for the period of January 1, 2024 through December 31, 2026. The estimated cost of this 3-year contract for Elsevier online journals are included in the FY24, FY25, and FY26 budgets of the campus libraries. Elsevier was selected by University Libraries under the authority granted by the Board of Regents Policy: *Libraries and Archives* and the Administrative Policy: *Purchasing Goods and Services*.
- To FEI Company for an estimated \$3,329,000 for an Arctis Plasma FIB-SEM (Focused Ion Beam Scanning Electron Microscope) Cryo-DualBeam System Instrument (the Arctis) for The Hormel Institute. This equipment will be purchased with a combination of funds provided from a sponsored project's budget, Research and Innovation Office capital equipment funds, and internal sales revenue earned by the Cryo Internal Sales Organization. See enclosed documentation for the basis of supplier selection.
- To PIER Group for an additional estimated \$1,071,000 for expansion of a high-performance storage system for Minnesota Supercomputing Institute (MSI) for the Twin Cities campus. The new storage purchase is budgeted for the current fiscal year using MSI operating funds. See enclosed documentation for basis of supplier selection.
- To Springer Nature for an estimated \$1,113,000 for a 1-year renewal for access to their online journals for all campuses for the period of January 1, 2024 through December 31, 2024. The estimated costs for this subscription to the Springer online journals are included

in the respective campus FY24 budgets. Springer Nature was selected by University Libraries under the authority granted by the Board of Regents Policy: *Libraries and Archives* and the Administrative Policy: *Purchasing Goods and Services*.

- To TeamDynamix for an estimated \$1,700,000 for an enterprise IT Service Management and IT Asset Management solution for all campuses for the Office of Information Technology (OIT) for the period from December 31, 2023 through November 29, 2029. This purchase is currently budgeted and will be funded utilizing OIT O&M funds. See enclosed documentation for basis of supplier selection.

Amendments to Retirement Plans

Off-Cycle Tuition Rate Changes

Real Estate Transactions

- Purchase of 156 acres in Mower County for FAARM

Schematic Designs

- Main Production Kitchen Renovation, Residence Dining Center, Duluth campus
- Middlebrook Dining Renovation, Twin Cities campus
- Territorial Hall HVAC System Replacement, Twin Cities campus
- Veterinary Diagnostic Lab Replacement Tissue Digester, Twin Cities campus

A motion was made and seconded, and the committee voted unanimously to approve on behalf of the Board the Consent Report.

INFORMATION ITEMS

Regent Huebsch invited Senior Vice President Frans to discuss the information items in the docket:

- A. Central Reserves General Contingency Allocations
- B. FY 2023 Annual Finance Report
- C. Annual Security and Fire Safety Reports
- D. Debt Management Advisory Committee Update
- E. Intent to Dispose of Property – 286 Acres at UMORE Park
- F. Investment Advisory Council Update
- G. MPact 2025 – Finance & Operations Implementation Updates

The docket materials for this item begin on page 131. The closed-captioned video of this item is [available here](#).

The meeting adjourned at 4:17 p.m.

A handwritten signature in black ink that reads "Brian R. Steeves". The signature is written in a cursive, flowing style.

BRIAN R. STEEVES
Executive Director and
Corporate Secretary

**UNIVERSITY OF MINNESOTA
BOARD OF REGENTS**

**Governance & Policy Committee
December 8, 2023**

A meeting of the Governance & Policy Committee of the Board of Regents was held on Friday, December 8, 2023, at 8:00 a.m. in the Boardroom, 600 McNamara Alumni Center.

Regents present: Kodi Verhalen, presiding; Douglas Huebsch, Ruth Johnson, Janie Mayeron, Mary Turner, and Penny Wheeler.

Staff present: Chancellor David McMillan; Executive Vice President and Provost Rachel Croson; Senior Vice President Myron Frans; Vice Presidents Kenneth Horstman, Calvin Phillips, and Alice Roberts-Davis; General Counsel Douglas Peterson; Executive Director Brian Steeves; and Chief Auditor Quinn Gaalswyk.

The docket materials for this meeting are [available here](#).

DISCUSSION OF APPROVAL THRESHOLDS

Regent Verhalen invited Executive Director & Corporate Secretary Steeves and Associate Secretary Jason Langworthy to engage the committee in a discussion of the Board's approval thresholds, as detailed in the docket.

The docket materials for this item begin on page 3. The closed-captioned video of this item is [available here](#).

**BOARD COMMITTEE STRUCTURE:
ROLE OF STANDING COMMITTEES AND SPECIAL COMMITTEES**

Regent Verhalen invited Executive Director & Corporate Secretary Steeves and Associate Secretary Jason Langworthy to continue discussions on the Board's committee structure centered on the role standing and special committees, as detailed in the docket.

The docket materials for this item begin on page 28. The closed-captioned video of this item is [available here](#).

PRESIDENTIAL CONFLICTS OF INTEREST

Regent Verhalen invited Associate Secretary Jason Langworthy to discuss the process for handling potential institutional conflicts of interest involving the president, as detailed in the docket.

The docket materials for this item begin on page 45. The closed-captioned video of this item is [available here](#).

The meeting adjourned at 9:37 a.m.

A handwritten signature in black ink that reads "Brian R. Steeves". The signature is written in a cursive, flowing style.

BRIAN R. STEEVES
Executive Director and
Corporate Secretary

**UNIVERSITY OF MINNESOTA
BOARD OF REGENTS**

**Special Committee on University Relations
December 8, 2023**

A meeting of the Special Committee on University Relations of the Board of Regents was held on Thursday, December 8, 2023, at 8:00 a.m. in the West Committee Room, 600 McNamara Alumni Center.

Regents present: Bo Thao-Urabe, presiding; Mary Davenport, Robyn Gulley, James Farnsworth, Tadd Johnson, and Mike Kenyanya.

Staff present: Interim President Jeffrey Ettinger; Chancellors Lori Carrell, Mary Holz-Clause, and Janet Schrunk Ericksen; Interim Chancellor David McMillan; Executive Vice President and Provost Rachel Croson; Executive Director Brian Steeves; Chief Public Relations Officer Chuck Tombarge; and Executive Director of Government and Community Relations Melisa López Franzen.

The docket materials for this meeting are available [here](#).

FALL LEGISLATIVE HIGHER EDUCATION HEARINGS

Regent Thao-Urabe invited Executive Director of Government and Community Relations López Franzen to provide an update on state legislative hearings and other events regarding the University that have occurred during fall 2023, as detailed in the docket.

The docket materials for this item begin on page 3. The closed-captioned video of this item is [available here](#).

BOARD ENGAGEMENT DURING THE 2024 LEGISLATIVE SESSION

Regent Thao-Urabe invited Executive Director of Government and Community Relations López Franzen to discuss Board engagement during the 2024 legislative session, as detailed in the docket.

The docket materials for this item begin on page 11. The closed-captioned video of this item is [available here](#).

MARKETING EFFORTS: RECRUITMENT AND ENROLLMENT

Regent Thao-Urabe invited Amy Hietapelto, Interim Executive Vice Chancellor for Academic Affairs, Duluth campus; Ann Aronson, University Relations Chief Marketing Officer; Keri Ristic, Executive Director, Office of Admissions, Twin Cities campus; Trevor Eagle, Associate Vice Chancellor for Enrollment Management, Duluth campus; and Melissa Bert, Vice Chancellor for Enrollment Management and Institutional Effectiveness, Morris campus to provide an overview of the multi-

layered approach to recruitment and enrollment marketing and communications across the University, as detailed in the docket.

The docket materials for this item begin on page 18. The closed-captioned video of this item is [available here](#).

The meeting adjourned at 9:33 a.m.

A handwritten signature in black ink that reads "Brian R. Steeves". The signature is written in a cursive, flowing style.

BRIAN R. STEEVES
Executive Director and
Corporate Secretary

**UNIVERSITY OF MINNESOTA
BOARD OF REGENTS**

**Board of Regents
December 8, 2023**

A meeting of the Board of Regents of the University of Minnesota was held on Friday, December 8, 2023, at 9:55 a.m. in the Boardroom, 600 McNamara Alumni Center.

Regents present: Janie Mayeron, presiding; Mary Davenport, James Farnsworth, Robyn Gulley, Douglas Huebsch, Ruth Johnson, Tadd Johnson, Mike Kenyanya, Bo Thao-Urabe, Mary Turner, Kodi Verhalen, and Penny Wheeler.

Staff present: Interim President Jeffrey Ettinger; Chancellors Lori Carrell, Mary Holz-Clause, and Janet Schrunk Ericksen; Interim Chancellor David McMillan; Executive Vice President and Provost Rachel Croson; Senior Vice President Myron Frans; Vice Presidents Bernard Gulachek, Kenneth Horstman, Calvin Phillips, Mercedes Ramírez Fernández, Alice Roberts-Davis, and Jakub Tolar; General Counsel Douglas Peterson; Executive Director Brian Steeves; Chief Auditor Quinn Gaalswyk; and Chief Public Relations Officer Chuck Tombarge.

The docket materials for this meeting are available [here](#).

APPROVAL OF MINUTES

The Board voted unanimously to approve the following minutes as presented in the docket materials:

Audit & Compliance Committee – October 12, 2023
Special Committee on Academic Health – October 12, 2023
Mission Fulfillment Committee – October 12, 2023
Finance & Operations Committee – October 12, 2023
Governance & Policy Committee – October 13, 2023
Special Committee on University Relations – October 13, 2023
Board of Regents – October 13, 2023
Board of Regents – November 2, 2023
Special Committee on Academic Health – November 21, 2023

The docket materials for this item begin on page 4. The closed-captioned video of this item is [available here](#).

REPORT OF THE INTERIM PRESIDENT

Interim President Ettinger delivered the report of the President.

The docket materials for this item begin on page 31. The closed-captioned video of this item is [available here](#).

Regent Mayeron recessed the meeting at 10:00 a.m. due to disruption.

Mayeron called the meeting back to order at 10:04 a.m.

REPORT OF THE CHAIR

Regent Mayeron delivered the report of the Chair.

The docket materials for this item begin on page 32. The closed-captioned video of this item is [available here](#).

RECEIVE AND FILE REPORTS

Regent Mayeron noted the following reports to receive and file this month:

- Virtual Forum Comments
- Eastcliff Annual Report

The docket materials for this item begin on page 33. The closed-captioned video of this item is [available here](#).

CONSENT REPORT

Regent Mayeron presented for review and action the Consent Report as described in the docket materials, including:

- A. Gifts
- B. Report of the All-University Honors Committee
- C. Report of the Naming Committee

The docket materials for this item begin on page 40. The closed-captioned video of this item is [available here](#).

A motion was made and seconded, and the Board voted unanimously to approve the Consent Report.

UNIVERSITY PERFORMANCE AND ACCOUNTABILITY REPORT & UPDATE ON MPACT 2025 SYSTEMWIDE STRATEGIC PLAN

Regent Mayeron invited Interim President Ettinger and Executive Vice President and Provost Croson to present for review the University Performance and Accountability Report as well as provide an update on the MPact 2025 Systemwide Strategic Plan, as detailed in the docket.

The docket materials for this item begin on page 55. The closed-captioned video of this item is [available here](#).

REPORT OF THE SENATE CONSULTATIVE COMMITTEE/FACULTY CONSULTATIVE COMMITTEE/CIVIL SERVICE CONSULTATIVE COMMITTEE/P & A CONSULTATIVE COMMITTEE

Regent Mayeron invited Mark Bee, Chair, Faculty Consultative Committee and Senate Consultative Committee, Whitney Taha Frakes, Chair, P & A Consultative Committee, and Matthew Verkuilen, Chair, Civil Service Consultative Committee to update the Board on the goals and accomplishments of the consultative committees, as detailed in the docket.

The docket materials for this item begin on page 89. The closed-captioned video of this item is [available here](#).

Mayeron recessed the meeting at 11:19 a.m.

PUBLIC SAFETY UPDATE: FALL SEMESTER REVIEW

Regent Mayeron called the meeting back to order at 11:30 a.m. and invited Interim President Ettinger and Senior Vice President Frans to discuss ongoing public safety efforts, as detailed in the docket.

The docket materials for this item begin on page 110. The closed-captioned video of this item is [available here](#).

UPDATE ON THE BOARD'S VIRTUAL FORUM PILOT PROGRAM

Regent Mayeron invited Executive Director Steeves and Krista Overby, Communications & Engagement Manager, to provide an update on the Board's Virtual Forum Pilot Program, as detailed in the docket.

The docket materials for this item begin on page 111. The closed-captioned video of this item is [available here](#).

REPORT OF THE AUDIT & COMPLIANCE COMMITTEE

Regent Farnsworth, chair of the committee, reported that the committee voted unanimously to recommend the following items:

- 1) The appointment of CliftonLarsonAllen LLP as external auditor for the University
- 2) The Consent Report for the Audit & Compliance Committee as presented to the committee and described in the December 7, 2023 committee minutes

The committee docket materials can be found [here](#). The closed-captioned video of this item is [available here](#).

A motion was made, and the Board voted unanimously to approve the recommendations included in the report of the Audit & Compliance Committee.

REPORT OF THE MISSION FULFILLMENT COMMITTEE

Regent R. Johnson, chair of the committee, reported that the committee voted unanimously to approve on behalf of the Board the following items.

The committee docket materials can be found [here](#). The closed-captioned video of this item is [available here](#).

- 1) Adoption of amendments to Board of Regents Policy: *Equity, Diversity, Equal Opportunity, and Affirmative Action*, as amended:

Diversity Equity, Inclusion, and Equal Opportunity

SECTION I. GUIDING PRICIPLES.

The following principles shall guide the commitment of the University of Minnesota (University) to diversity, equity, inclusion, and equal opportunity:

- (a) Consistent with its academic mission and standards, the University is committed to achieving excellence through diversity, equity, inclusion, and equal opportunity in research, scholarship, teaching, and learning, and all of its other programs and activities.
- (b) Diverse students, staff, and faculty enhance the academic and social environment for all members of the University community and prepare students to thrive in an increasingly diverse workforce and society.
- (c) Equal educational access is critical to preparing students for the responsibilities of citizenship and civic leadership in a heterogeneous society.
- (d) The University strives to foster an environment that is diverse, humane, and hospitable, and that promotes a sense of belonging for all members of the University community.
- (e) The University aims to provide accessibility in all of its programs and activities so that members of the University community have an equal opportunity to fully participate.
- (f) Diversity, equity, inclusion, and equal opportunity are fundamental to the University's mission, and the University's faculty, staff, and students share responsibility for the collective achievement of these goals.
- (g) In partnership with community groups, the University is committed to serving the state, the nation, and the world through its outreach and public service.

SECTION II. IMPLEMENTATION.

The University shall:

- (a) provide equal access to and opportunity in its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, disability, public assistance status, membership or activity in a local commission created for the purpose of dealing with discrimination, veteran status, sexual orientation, gender identity, or gender expression;
- (b) establish and nurture an environment for faculty, staff, students, and visitors that actively acknowledges and values diversity, equity, and inclusion, and equal opportunity, and is free from identity-based prejudice, intolerance, or harassment; and
- (c) promote and support diversity, equity, inclusion, and equal opportunity through hiring and admissions processes, academic programs, employment policies and

practices, the delivery of services, the purchase of goods, materials, and services from businesses of the diverse communities it serves, and all of its other programs and activities.

SECTION III. MONITORING.

The president or delegate shall set performance goals consistent with this policy and law, and remedy any discriminatory practice that deviates from this policy.

- 2) Approval of the Consent Report for the Mission Fulfillment Committee as presented to the committee and described in the December 7, 2023 committee minutes.

REPORT OF THE FINANCE & OPERATIONS COMMITTEE

Regent Huebsch, chair of the committee, reported that the committee voted unanimously to approve on behalf of the Board the following items.

The committee docket materials can be found [here](#). The closed-captioned video of this item is [available here](#).

- 1) The Academic Affiliation with CentraCare: Financial Plan
- 2) Approval of the Consent Report for the Finance & Operations Committee as presented to the committee and described in the December 7, 2023 committee minutes.

REPORT OF THE GOVERNANCE & POLICY COMMITTEE

Regent Verhalen, chair of the committee, reported that the committee did not act on any items this month.

The committee docket materials can be found [here](#). The closed-captioned video of this item is [available here](#).

REPORT OF THE SPECIAL COMMITTEE ON ACADEMIC HEALTH

Regent Wheeler, chair of the special committee, reported that the special committee voted unanimously to recommend the following item.

The committee docket materials can be found [here](#). The closed-captioned video of this item is [available here](#).

- 1) The resolution related to the 1997 Academic Affiliation Agreement with Fairview Health Services. The resolution is as follows:

Resolution Related to the 1997 Academic Affiliation Agreement with Fairview Health Services

WHEREAS, the University of Minnesota (University) is devoted to the public health of Minnesota through its land grant mission of research, teaching, and public service; and

WHEREAS, in 1997, the University entered into a 30-year academic affiliation agreement (1997 Academic Affiliation Agreement) with Fairview Health Services (Fairview), combining the University's teaching hospital on the East Bank of the University's Twin Cities campus and Fairview's community hospitals adjacent to the West Bank of the University's Twin Cities campus into an academic medical center dedicated to providing world-class care and advancing the University's health related academic mission; and

WHEREAS, since 1997, the academic medical center facilities have expanded to now encompass the East Bank Hospital, the West Bank Hospital, Masonic Children's Hospital, and the Clinics and Surgery Center (collectively, the University of Minnesota Medical Center, or UMMC); and

WHEREAS, in 2018, the University, Fairview, and the University's faculty practice group, University of Minnesota Physicians (UMPhysicians), entered into a Master Academic Health System Agreement and a Branding and Marketing Agreement (together, the 2018 Agreements) that built onto the 1997 Academic Affiliation Agreement, creating a joint clinical enterprise that, among other things, creates patient care clinical service lines that are co-led by University Medical School faculty and Fairview executives, and otherwise places Medical School faculty in positions of shared leadership over the joint clinical enterprise referred to as "M Health Fairview"; and

WHEREAS, under the 2018 Agreements, and under the leadership of University Medical School faculty, quality and patient safety scores of UMMC have risen, with UMMC recently being recognized by U.S. News & World Report as the only nationally ranked hospital for specialty care in the Twin Cities, with two specialties - Cancer Care and Ear, Nose, and Throat (Otolaryngology) - receiving national rankings; and

WHEREAS, the Medical School has continued to improve its national ranking, being named by Blue Ridge Institute for Medical Research as #21 among all medical schools with funding from the Page 34 of 35 National Institutes of Health and #8 among all public medical schools, and being identified by U.S. News and World Report as the #2 best medical school for primary care; and

WHEREAS, with the mission of the University and the public health interests of the state of Minnesota aligned, the University is committed to ensuring that it is positioned to provide health sciences training, research, and patient care that are needed today and for generations to come; and

WHEREAS, the University announced its vision for a world-class academic health system which includes a University governed destination academic medical center and partnerships and relationships with health systems, including Fairview, essential to the University's role as a state land-grant university; and

WHEREAS, the University continues to explore with Fairview how the current relationship between the two organizations may be redesigned, in light of changes in the health care environment since 1997, to best serve the needs of the state of Minnesota and advance the health related mission of the University; and

WHEREAS, the 1997 Academic Affiliation Agreement provides that if a party intends not to renew the 1997 Academic Affiliation Agreement at the end of the initial term, which is December 31, 2026, the party must provide the other party with three years advance

written notice, with the consequence of such decision being that the 1997 Academic Affiliation Agreement, the 2018 Agreements, and other agreements whose terms are tied to the those agreements all end as of December 31, 2026; and

WHEREAS, on November 20, 2023, Fairview gave notice to the University, under the terms of the 1997 Academic Affiliation Agreement, that it does not intend to renew the 1997 Academic Affiliation Agreement after 2026, but also acknowledged that Fairview seeks to continue to discuss a redesigned relationship between the University and Fairview following 2026; and

WHEREAS, the Board of Regents desires that University leadership continue to engage in discussions with Fairview around a continuing relationship after 2026 that best advances the University's commitments to its academic health related mission, but recognizes that the rights of the University must be preserved through the University's own decision around the 1997 Academic Affiliation Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Regents delegates authority to the Interim President to issue the University's notice of intent not to renew the 1997 Academic Affiliation Agreement to Fairview by December 31, 2023, viewing the notice as an affirmation of a commitment to work with Fairview to redesign the joint public health mission for the years beyond 2026, recognizing that any such notice, while a contractually required formality carrying legal consequences for both parties, also serves as a challenge to all concerned to work together to build a better future for Minnesota's public health.

A motion was made, and the Board voted unanimously to approve the recommendation included in the report of the Special Committee on Academic Health.

REPORT OF THE SPECIAL COMMITTEE ON UNIVERSITY RELATIONS

Regent Thao-Urabe, chair of the committee, reported that the committee did not act on any items this month.

The committee docket materials can be found [here](#). The closed-captioned video of this item is [available here](#).

NEW BUSINESS

Regent Farnsworth made the following motion:

To direct the Office of the Board of Regents, in consultation with members of the Board and other relevant stakeholders, to develop a framework and implementation plan for in-person public comment to be scheduled in alignment with the regularly scheduled board meeting weeks, beginning February 2024.

There was a second.

The closed-captioned video of this item is [available here](#).

Regent T. Johnson moved to refer the Farnsworth motion to the Governance & Policy Committee for consideration after the Board's Virtual Forum Pilot Program is completed. There was a second.

Farnsworth requested that a roll call vote be taken. The vote was as follows:

Regent Davenport	Yes
Regent Farnsworth	No
Regent Gulley	No
Regent Huebsch	Yes
Regent R. Johnson	Yes
Regent T. Johnson	Yes
Regent Kenya	Yes
Regent Thao-Urabe	Yes
Regent Turner	No
Regent Verhalen	Yes
Regent Wheeler	Yes
Regent Mayeron	Yes

On a vote of 9 to 3, the T. Johnson motion to refer was approved.

RESOLUTION TO CONDUCT NON-PUBLIC MEETING OF THE BOARD OF REGENTS TO DISCUSS ATTORNEY-CLIENT PRIVILEGED MATTERS

A motion was made and seconded that the following resolution be adopted:

WHEREAS, based on advice of the General Counsel, the Board of Regents have balanced the purposes served by the Open Meeting Law and by the attorney-client privilege, and determined that there is a need for absolute confidentiality to discuss litigation strategy in particular matters involving the University of Minnesota.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Minn. Stat. § 13D.01, Subd. 3 and 13D.05 Subd. 3(b), a non-public meeting of the Board of Regents be held on Friday, December 8, 2023 in the Boardroom, 600 McNamara Alumni Center, for the purpose of an attorney-client privileged discussion of litigation relating to a data security incident, including the following: *Linzy v University of Minnesota*; *Eckl v University of Minnesota*; *Shackelford v University of Minnesota*; *Dittberner v University of Minnesota*; *Martin v University of Minnesota*; *Seberson v University of Minnesota*; *Foster v University of Minnesota*; *Chatelain v University of Minnesota*.

The Board voted unanimously to adopt the resolution and the public portion of the meeting ended at 12:52 p.m.

The docket materials for this item begin on page 121. The closed-captioned video of this item is [available here](#).

Regents present for the non-public portion: Janie Mayeron, presiding; Douglas Huebsch, Mike Kenya, Mary Davenport, James Farnsworth, Robyn Gulley, Ruth Johnson, Tadd Johnson, Bo Thao-Urabe, Mary Turner, Kodi Verhalen, and Penny Wheeler.

Staff present for the non-public portion: Interim President Jeffrey Ettinger; Senior Vice President Myron Frans; Vice President Bernard Gulachek; General Counsel Douglas Peterson; Executive Director Brian Steeves; Chief Auditor Quinn Gaalswyk; and Chief Public Relations Officer Chuck Tombarge.

Others present for the non-public portion: Mike Benton, Laurie Beyer-Kropuenske, Brian Dahlin, Rachel Goeller, Jonathan Harper, Dan Herber, Lincoln Kallsen, Jason Langworthy, Brian Slovit, Jon Steadland, and Aravind Swaminathan.

The meeting adjourned at 1:29 p.m.



BRIAN R. STEEVES
Executive Director and
Corporate Secretary

**UNIVERSITY OF MINNESOTA
BOARD OF REGENTS**

**Litigation Review Committee
December 14, 2023**

A special meeting of the Litigation Review Committee of the Board of Regents was held on Thursday, December 14, 2023, at 8:00 a.m. in the West Committee Room, 600 McNamara Alumni Center.

Regents present: Tadd Johnson, presiding; Doug Huebsch, Ruth Johnson, Mike Kenya, Janie Mayeron, and Mary Turner.

Staff present: Senior Vice President Myron Frans; General Counsel Douglas Peterson; and Executive Director Brian Steeves.

Others present: Lisa Beane, Rick Hubler, Rick Huebsch, Leslie Krueger, Jason Langworthy, Maggie Marchesani, Patrick McElhinny, Eric Olsen, Krista Overby, Brian Slovut, Jon Steadland, and Christopher Verdnie.

The docket materials for this meeting are [available here](#).

**RESOLUTION TO CONDUCT NON-PUBLIC SPECIAL MEETING
OF THE LITIGATION REVIEW COMMITTEE**

The meeting convened in public session at 8:03 a.m. A motion was made and seconded that the following resolution be adopted:

WHEREAS, based on advice of the General Counsel, the Board of Regents Litigation Review Committee has balanced the purposes served by the Open Meeting Law and by the attorney-client privilege, and determined that there is a need for absolute confidentiality to discuss litigation strategy in particular matters involving the University of Minnesota.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Minn. Stat. § 13D.01, Subd. 3 and 13D.05 Subd. 3(b), a non-public special meeting of Litigation Review Committee be held on Thursday, December 14, 2023 at 8:00 a.m. in the West Committee Room, 600 McNamara Alumni Center, for the purpose of discussing attorney-client privileged matters including the following:

- I. *Regents of the University of Minnesota v. LSI Corporation and Avago Technologies U.S., Inc.*
- II. *Regents of the University of Minnesota v. United States of America and E.I. du Pont de Nemours, Inc.*
- III. *Laura Kasey v. The University of Minnesota*

The committee voted unanimously to adopt the resolution and the public portion of the meeting ended at 8:05 a.m.

The meeting adjourned at 9:45 a.m.

A handwritten signature in black ink that reads "Brian R. Steeves". The signature is written in a cursive style with a large initial "B".

BRIAN R. STEEVES
Executive Director and
Corporate Secretary

**UNIVERSITY OF MINNESOTA
BOARD OF REGENTS**

**Litigation Review Committee
January 19, 2024**

A special meeting of the Litigation Review Committee of the Board of Regents was held on Friday, January 19, 2024, at 2:30 p.m. in the West Committee Room, 600 McNamara Alumni Center.

Regents present: Mary Turner, presiding; Doug Huebsch, Tadd Johnson, Mike Kenyanya, and Janie Mayeron.

Staff present: Interim President Jeffrey Ettinger; Senior Vice President Myron Frans; Vice Presidents Alice Roberts-Davis and Julie Tonneson; General Counsel Douglas Peterson; Executive Director Brian Steeves and Associate Vice President Michael Volna.

Others present: Leslie Krueger, Rick Kubler, Jason Langworthy, Maggie Marchesani, Krista Overby, and Brian Slovut.

The docket materials for this meeting are [available here](#).

**RESOLUTION TO CONDUCT NON-PUBLIC SPECIAL MEETING
OF THE LITIGATION REVIEW COMMITTEE**

The meeting convened in public session at 2:30 p.m. A motion was made and seconded that the following resolution be adopted:

WHEREAS, based on advice of the General Counsel, the Board of Regents Litigation Review Committee has balanced the purposes served by the Open Meeting Law and by the attorney-client privilege, and determined that there is a need for absolute confidentiality to discuss litigation strategy in particular matters involving the University of Minnesota.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Minn. Stat. § 13D.01, Subd. 3 and 13D.05 Subd. 3(b), a non-public special meeting of Litigation Review Committee be held on Friday, January 19, 2024 at 2:30 p.m. in the West Committee Room, 600 McNamara Alumni Center, for the purpose of discussing attorney-client privileged matters including the following:

- I. *Regents of the University of Minnesota v. United States of America and E.I. du Pont de Nemours, Inc.*

The committee voted unanimously to adopt the resolution and the public portion of the meeting ended at 2:33 p.m.

The meeting adjourned at 3:05 p.m.

A handwritten signature in black ink that reads "Brian R. Steeves". The signature is written in a cursive style with a large, prominent initial "B".

BRIAN R. STEEVES
Executive Director and
Corporate Secretary



BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents

February 9, 2024

AGENDA ITEM: Report of the Interim President

Review

Review + Action

Action

Discussion

This is a report required by Board policy.

PRESENTERS: Interim President Jeffrey Ettinger

PURPOSE & KEY POINTS

It is customary for the Interim President to report on items of interest to the University community at each Board meeting.



BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents

February 9, 2024

AGENDA ITEM: Report of the Chair

Review

Review + Action

Action

Discussion

This is a report required by Board policy.

PRESENTERS: Regent Janie S. Mayeron

PURPOSE & KEY POINTS

It is customary for the Chair to report on items of interest to the University community at each Board meeting.



BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents

February 9, 2024

AGENDA ITEM: Receive & File Reports

Review

Review + Action

Action

Discussion

This is a report required by Board policy.

PRESENTERS: Regent Janie S. Mayeron

PURPOSE & KEY POINTS

The following items are included for receipt and filing:

A. Virtual Forum Comments

Comments that were received by the Board's Virtual Forum from December 6, 2023, through 10:00 a.m. February 2, 2024, and comply with the Board's guidelines are available at <https://z.umn.edu/FEB2024BORVirtualForum>.



BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents

February 9, 2024

AGENDA ITEM: Consent Report

Review

Review + Action

Action

Discussion

This is a report required by Board policy.

PRESENTERS: Regent Janie S. Mayeron

PURPOSE & KEY POINTS

A. Gifts

The Board Chair and Interim President recommend approval of the Summary Report of Gifts to the University through December 31, 2023.

B. Election of Interim Treasurer

The Interim President recommends approval of the appointment of Associate Vice President Michael Volna as Interim Treasurer effective February 15, 2024.

Myron Frans is the current Senior Vice President for Finance and Operations, Chief Financial Officer, and Treasurer to the Board. On March 1, 2024, Frans will retire, and the Board must appoint an interim treasurer until the new Senior Vice President for Finance and Operations is hired. The effective date of February 15, 2024, provides time to make the necessary changes in the University's financial systems. A brief biography of Associate Vice President Volna is included in the background information.

C. Memorandum of Understanding with the University of Minnesota Alumni Association

The Interim President recommends approval of the memorandum of understanding with the University of Minnesota Alumni Association (UMAA). UMAA is a 501(c)3 recognized organization under Board of Regents Policy: *Associated Organizations*. The UMAA and the University have worked together to update their current Memorandum of Understanding (MOU) from 2008. The UMAA Board of Directors unanimously approved the new MOU at its January 16, 2024 meeting.

The primary changes to the MOU are as follows:

- The UMAA adopts the University's "M" mark and sunsets its current "M" mark. UMAA will transfer ownership of its current "M" mark registration to the University and

transition to the new “M” mark prioritizing digital assets for immediate change and phasing out physical items over two years.

- The UMAA assigns ownership of the registration of its name, “University of Minnesota Alumni Association” to the University. As part of the MOU, the University is licensing it back to the UMAA. The UMAA has the license to this name as long as the UMAA is a recognized associated organization by the University.
- With the adoption of the University’s “M” mark, the UMAA is agreeing to follow a UMAA “Style Guide” and written University “Sponsorship and Advertising Guidelines” that apply to all University units and associated organizations. The new Sponsorship and Advertising Guidelines require an approval process through University Relations for higher education and healthcare-related direct-competitor large organizations who want to be advertisers or sponsors for any entity on campus, including associated organizations. Small, individual business owners and the Minnesota Alumni Market are exempt from needing approval.
- Other than use of the marks described in the Style Guide, UMAA will seek University approval to use the University’s name, seal, marks, mascot, architectural icons and logos in connection with its activities.
- The MOU acknowledges the intent to work together on future potential sponsorship opportunities and entrepreneurial ventures with external partners.
- The UMAA may sell or distribute products bearing the University’s logos and marks subject to the University’s licensing program for retailers and suppliers.
- The MOU adds the Rochester campus to UMAA’s service scope with system campuses, aligned with current practice.
- The MOU also cleans up some administrative language for clarity and to reflect current operations.

D. Report of the All-University Honors Committee

The Interim President recommends approval of the All-University Honors Committee recommendations, forwarded to the Board of Regents in a letter dated February 2, 2024.

E. Report of the Naming Committee

The Interim President recommends approval of the Naming Committee recommendations, forwarded to the Board of Regents in a letter dated February 2, 2024.

BACKGROUND INFORMATION

Per the Board of Regents bylaws, the treasurer “shall keep a true and faithful account of all moneys received and paid out and shall give such bonds for faithful performance as the duties of the Board of Regents may require.” The treasurer provides leadership and oversight for all treasury functions including banking relationships, cash management and liquidity risk, investment of university funds, financial markets and interest rate risk, debt management, credit risk, and disbursement of funds for satisfaction of University obligations.

Michael Volna has served the University of Minnesota as Associate Vice President for Finance and Assistant Chief Financial Officer since September 2017. Mr. Volna has previously served as the University's Interim Vice President of Finance, Chief Financial Officer and Treasurer from July through November 2016, as well as Associate Vice President for Finance and Controller (2001-2016), Interim Controller (2000-2001), Associate Controller (1998-2000) and Chief Accountant (1992-1998). Mr. Volna began his higher education career tenure at the University of Minnesota in March 1992. His industry experience prior to 1992 includes financial services and public accounting.

Mr. Volna has a B.S. in Accounting and a B.A. in Economics and Political Science from the University of Minnesota. He is a Certified Public Accountant (inactive) and is a member of the Minnesota Society of Certified Public Accountants and of the American Institute of Certified Public Accountants. Mr. Volna is currently a board member of the National Association of College & University Business Officers (NACUBO) and is the chair of NACUBO's Finance and Audit Committee. He is also a board member of the Central Association of College and University Business Officers (CACUBO) and served as president of CACUBO from October 2020 through September 2021.

RECOMMENDATIONS

The Interim President recommends approval of the Consent Report with the exception of the acceptance of gifts from the Hormel Foundation and Hormel Foods Corp.

Chair Mayeron recommends approval of the acceptance of gifts from the Hormel Foundation and Hormel Foods Corp.

**MEETING OF THE BOARD OF REGENTS
GIFTS TO BENEFIT THE UNIVERSITY OF MINNESOTA
SUMMARY REPORT***

February 2024 Regents Meeting

	December		Year-to-Date	
	2023	2022	07/01/23 12/31/23	07/01/22 12/31/22
U of M Gift Receiving	\$ 858,964	\$ 20,492	\$ 1,136,902	\$ 465,278
Arboretum Foundation	\$ 830,033	1,011,233	11,829,867	33,107,655
Univ of MN Foundation	\$ 46,753,694	40,330,063	175,285,552	166,394,915
Total Gift Activity	\$ 48,442,691	\$ 41,361,788	\$ 188,252,321	\$ 199,967,848

*Detail on gifts of \$5,000 and over is attached.

Pledges are recorded when the commitment is made. To avoid double reporting, any receipts which are payments on pledges are excluded from the report amount.

Gifts to benefit the University of Minnesota
Gifts received December 2023

Donor	Gift/Pledge	Purpose of Gift
\$1 Million and Over		
ADS Foundation	Pledge	University of Minnesota Duluth
Fishback Family Foundation	Pledge	University of Minnesota Duluth
Hormel Foundation	Gift	Office of the Vice President for Research
Mrs Helen S Mears Estate	Gift	Office of the Vice President for Research
\$500,000 - \$1,000,000		
Anonymous Donor	Gift	College of Liberal Arts
Anonymous Donor	Gift	Intercollegiate Athletics
Caroline Czarnecki, Ph.D.	Gift	Medical School; School of Nursing
Charles and Ellora Alliss Educational Foundation	Gift	Office of Undergraduate Education
Frank J & Eleanor A Maslowski Charitable Trust	Gift	College of Science and Engineering; Office of the Vice President for Research
Kidz1stFund	Gift	Medical School
Lukis Foundation	Gift	College of Science and Engineering
Robert Delaney Jr. and Jill Delaney	Gift	Intercollegiate Athletics
Schmidt Futures Fund-Schwab Charitable Fund	Gift	College of Education and Human Development
\$250,000 - \$500,000		
Abbott Fund	Gift	Academic Clinical Affairs
David and Kathleen MacLennan	Gift	Intercollegiate Athletics
Hyperdrive LGMD Research LLC	Gift	Medical School
John and Jean Geisler	Pledge	Carlson School of Management
McKnight Fdn	Gift	Office of the Provost
Medica	Gift	Medical School; School of Public Health; Office for Equity and Diversity
Minnesota Colorectal Cancer Research Foundation	Gift	Academic Clinical Affairs
Robert B Henton Residuary Trust	Gift	College of Food, Agricultural and Natural Resource Sciences
Yoshi Tani Estate	Gift	Medical School
\$100,000 - \$250,000		
3M Co	Gift	College of Education and Human Development; College of Science and Engineering
Achieving Cures Together	Gift	Medical School
Anonymous Donor	Gift	College of Science and Engineering
Anonymous Donor	Gift	College of Veterinary Medicine
Boston Scientific Corporation	Gift	Academic Clinical Affairs; College of Food, Agricultural and Natural Resource Sciences
CHS Foundation	Pledge	Office of the Provost
Carlson Family Foundation	Gift	Humphrey School of Public Affairs
Christine Cumming, Ph.D.	Gift	College of Liberal Arts
Coleman Family Foundation Inc	Pledge	College of Science and Engineering
Constellation Fund	Gift	Academic Clinical Affairs
Gary and Barbara Haugen	Pledge	Law School
Gordon Legge, Ph.D. and Wendy Legge	Gift	College of Liberal Arts
Humor to Fight the Tumor Fdn	Gift	Academic Clinical Affairs
Jerre and Mary Stead	Gift	Carlson School of Management

\$100,000 - \$250,000

Joanne W. Gauntt Foundation	Gift	College of Veterinary Medicine
Lee and Blaine Jones	Gift	Carlson School of Management; College of Science and Engineering
Marguerite Gilmore Charitable Fdn	Gift	University of Minnesota Duluth
Marshall Hertz, M.D. and Denise Hertz	Gift	Medical School
Michael and Julie Kaplan	Gift	College of Liberal Arts
Ray & Nylene Newkirk Family Foundation	Pledge	Minnesota Landscape Arboretum
Shakopee Mdewakanton Sioux Community	Gift	College of Food, Agricultural and Natural Resource Sciences; College of Education and Human Development
Sit Investment Associates Fdn	Gift	Medical School; Carlson School of Management; College of Liberal Arts
Steven Hentges	Gift	College of Science and Engineering
Tac Lee, M.D. and Linglan Liu	Gift	Medical School
Tides Foundation	Pledge	College of Liberal Arts
X Out ALD Inc	Gift	Medical School

\$50,000 - \$100,000

Amazon.com Inc	Gift	College of Science and Engineering
Anonymous Donor	Gift	College of Education and Human Development
Barbara Telander	Gift	Intercollegiate Athletics
Beverly Fink	Gift	College of Liberal Arts
Charles E & Andriene M Johnson Foundation	Gift	Academic Clinical Affairs
Cheng-Khee and Sing-Bee Chee	Gift	University of Minnesota Duluth
Dacotah Bank	Pledge	University of Minnesota Morris
Donald and Cynthia MacMillan	Pledge	Intercollegiate Athletics
Elaine Case and William Wiktor Jr.	Pledge	University of Minnesota Rochester
Frederick Bock	Gift	Academic Clinical Affairs
Friends of Minnesota Women's Track	Gift	Intercollegiate Athletics
Gail Ghere, Ph.D.	Pledge	College of Education and Human Development
Gretchen and Lyle Shaw	Gift	Academic Clinical Affairs
Harlan Boss Foundation for the Arts	Gift	College of Liberal Arts
Heidi and Matthew Mazzucchi	Gift	Intercollegiate Athletics
Heinz Family Foundation	Gift	School of Public Health
Helen Donovan and Holly Nixholm	Pledge	College of Liberal Arts
James and Debra Andrews	Gift	College of Science and Engineering
James and Patricia Pray	Gift	Undesignated
Jane Robbins Estate	Gift	Medical School
Jodi Billy	Pledge	Intercollegiate Athletics
John A Mihm Estate	Gift	College of Food, Agricultural and Natural Resource Sciences
John W Mooty Foundation Trust	Gift	Law School; University of Minnesota Alumni Association
Jonathan and Stephanie Braman	Pledge	Academic Clinical Affairs
Joseph Hautman, Ph.D. and Mridula Hautman	Gift	Academic Clinical Affairs
Judith Van Dyne	Gift	College of Design
Judy Morgan	Pledge	Minnesota Landscape Arboretum
Karen and David Evens	Gift	University of Minnesota Duluth
Karen and Richard Foy	Pledge	Intercollegiate Athletics
Kimberly Norton and Randy Stone	Gift	University of Minnesota Rochester
Knockout ALD	Gift	Medical School
LTWCHI Fund of the Chicago Community Foundation	Gift	School of Public Health
LaVerne I Colness Estate	Gift	University of Minnesota Duluth

\$50,000 - \$100,000

Luella Goldberg and Stanley Goldberg, M.D.	Gift	Medical School; Carlson School of Management
Margaret H and James E Kelley Foundation Inc	Gift	School of Nursing; Law School; Medical School
Margaret Mickelson, M.D. and Todd Mickelson	Pledge	Medical School
Marian-Ortolf Bagley	Gift	College of Design; College of Education and Human Development; College of Liberal Arts
Michael and Tamara Hoffman	Gift	Carlson School of Management
Minnesota Lions Diabetes Foundation Inc	Gift	Medical School
Morrow Foundation	Gift	College of Science and Engineering
Norman Ornstein and Judith Harris	Gift	Humphrey School of Public Affairs
Paddock Family Foundation	Gift	College of Pharmacy
Peter and Diane Donnino	Gift	Intercollegiate Athletics
Ramsey-Washington Metro Watershed District	Gift	College of Food, Agricultural and Natural Resource Sciences
Renaewelder	Pledge	Carlson School of Management
Russell J Penrose Estate	Gift	College of Science and Engineering
Sando Foundation	Gift	College of Food, Agricultural and Natural Resource Sciences
Signal Foundation for Wireless Innovation Inc	Gift	College of Science and Engineering
Thomas Brink, M.D. and Mary Florence Brink	Pledge	Medical School
Thomas Jones, Ph.D. and Lynne Edwards	Gift	College of Veterinary Medicine
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Michael and Julie Speetzen	Gift	Law School
Michael and Marilyn Sullivan	Gift	College of Science and Engineering
Michael and Shari Rogalski	Gift	Carlson School of Management; College of Liberal Arts
Michael and Shelly Hanson	Gift	College of Food, Agricultural and Natural Resource Sciences
Michael and Stacie Hafner	Gift	University of Minnesota Extension
Minnesota Honey Producers Association Inc	Gift	University of Minnesota Duluth
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Nancy Knowlton	Gift	College of Veterinary Medicine
Nancy Saathoff	Gift	Academic Clinical Affairs
Newport Masonic Lodge #118	Gift	College of Biological Sciences; College of Food, Agricultural and Natural Resource Sciences
North Oaks Garden Club	Gift	College of Science and Engineering
Northrop Grumman Fdn	Gift	Graduate School
Olga B Hart Education Foundation	Gift	College of Veterinary Medicine
Olseth Family Foundation	Gift	

\$5,000 - \$10,000

Otter Tail Lakes Property Owners Association Inc	Gift	College of Food, Agricultural and Natural Resource Sciences
PKA Architecture	Gift	College of Design
Patricia Beithon	Gift	Law School
Patricia Gay	Gift	College of Veterinary Medicine
Patricia Lewis, Ph.D.	Gift	College of Liberal Arts
Patrick Foley	Gift	College of Science and Engineering
Patty Carney-Bradley and Patrick Bradley, J.D.	Gift	Medical School
Paul Jungquist	Gift	Carlson School of Management
Paula and Bryce Johnson	Gift	College of Veterinary Medicine
Penny Winslow	Gift	College of Continuing and Professional Studies
Philip Hage and Kathleen Franzen	Gift	College of Food, Agricultural and Natural Resource Sciences
Philip and Christy Caspers	Gift	Law School
Phyllis Westbrock	Gift	University of Minnesota Morris
Purdue University	Gift	Undesignated
Randy Simonson, Ph.D. and Susan Simonson	Gift	College of Veterinary Medicine
Raul Gorospe, M.H.A.	Gift	School of Public Health
Rhonda Hovan	Gift	College of Veterinary Medicine
Richard & Ellen Sandor Family Fdn	Gift	College of Liberal Arts
Richard Koats and Lynnae Thompson-Koats	Gift	Academic Clinical Affairs
Richard and Nikole Krentz	Gift	College of Food, Agricultural and Natural Resource Sciences
Richard and Teresa Devick	Gift	Medical School
Rita James and Mark James, M.D.	Gift	Medical School
Robert E Hopper Family Fund of the Gates Family Fdn	Gift	Medical School; College of Liberal Arts
Robert Kill	Gift	Medical School
Robert Ryan	Gift	Intercollegiate Athletics
Robert Schafer Jr. and Beth Schafer	Gift	School of Nursing
Robert Snook, M.D. and Judith Snook, M.D.	Gift	Medical School
Robert and Charlotte Shaddock	Gift	Law School
Robert and Linda Erlandson	Gift	College of Science and Engineering
Robert and Phoebe Vosbeck	Gift	College of Design
Robert and Sandra Stein	Gift	Law School
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Ronald and Janet Christenson	Gift	College of Food, Agricultural and Natural Resource Sciences
Ronald and Lynn Olson	Gift	Minnesota Landscape Arboretum
Ronald and Nancy Reimann	Gift	Carlson School of Management
Ross and Bridget Levin	Gift	Carlson School of Management
Russell Coleman, M.H.A. and Peggy Coleman	Gift	School of Public Health
Russell Luepker, M.D. and Ellen Luepker, M.S.W.	Gift	School of Public Health
Ruthie Johnson	Gift	Office of Undergraduate Education
Safety First Coalition Funds	Gift	University of Minnesota Extension
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Sandra Johnson	Gift	College of Science and Engineering
Scott and Andrea Harris	Gift	Academic Clinical Affairs
Scott and Karen Arves	Gift	Academic Clinical Affairs
Shari Ballard and Marianne Barnett	Gift	Intercollegiate Athletics

\$5,000 - \$10,000

Siobahn Morgan	Gift	Intercollegiate Athletics
Spire Credit Union	Gift	Medical School; College of Science and Engineering
Stablich Fdn	Gift	Libraries; University of Minnesota Duluth; Medical School
Stephen Fautsch and Susan Leszko Fautsch	Gift	College of Design; Medical School; College of Pharmacy
Stephen Haines, M.D. and Jennifer Plombon	Gift	Medical School
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Susan Colby, Ph.D. and Lawrence Baill	Gift	Law School
Susan Lowum, D.V.M. and Kerry Sarnoski	Gift	College of Veterinary Medicine
Susan Rydell, Ph.D.	Gift	Medical School
Susan Schmidgall and Paul Steigerwald	Pledge	University of Minnesota Morris
Suzanne Schwarz	Gift	Medical School
Suzanne and John Haugen	Gift	College of Veterinary Medicine
Tamiko Johnson	Gift	Medical School
Team Kopacz Foundation	Gift	Medical School
Thomas Day and Lori McCunniff Day	Gift	Office of the Vice President for Research
Thomas Grande, M.D. and Susan Grande	Gift	Medical School
Thomas Heller	Gift	Carlson School of Management
Thomas S Kemp Fdn Inc	Gift	College of Food, Agricultural and Natural Resource Sciences; Medical School
Thomas and Mary Harding	Gift	Intercollegiate Athletics
Timothy Bartl	Gift	Law School
Timothy and Susan Mowbray	Gift	University of Minnesota Duluth
Timothy and Valerie Doherty	Gift	Law School
Ulland Brothers Inc	Gift	Office of the Vice President for Research
UnitedHealth Group Inc	Gift	Carlson School of Management
Virginia Homme	Gift	College of Veterinary Medicine
Virginia Spiegel and Joseph Edom	Gift	College of Food, Agricultural and Natural Resource Sciences
Walgreens Co	Gift	College of Pharmacy
Webb Financial Group Inc	Gift	Intercollegiate Athletics
Wendy Pradt Lougee and Michael Lougee, Ph.D.	Gift	University of Minnesota Extension; College of Food, Agricultural and Natural Resource Sciences
Wendy and Gary Bryan	Gift	University of Minnesota Duluth
William Johnson	Gift	Academic Clinical Affairs
William Johnstone Jr. and Andrea Johnstone	Gift	Law School
William Stevens and Lois Stevens, M.H.A.	Gift	Libraries
William and Dorian Jordan	Gift	Law School
Winslow Fdn	Gift	College of Continuing and Professional Studies
Woodhouse Family Foundation	Gift	Weisman Art Museum
Zinpro Corp	Gift	College of Veterinary Medicine

**MEETING OF THE BOARD OF REGENTS
GIFTS TO BENEFIT THE UNIVERSITY OF MINNESOTA
SUMMARY REPORT***

February 2024 Regents Meeting

	November		Year-to-Date	
	2023	2022	07/01/23 11/30/23	07/01/22 11/30/22
U of M Gift Receiving	\$ 127,534	\$ 46,990	\$ 277,938	\$ 444,786
Arboretum Foundation	\$ 2,397,288	2,363,035	10,999,834	32,096,422
Univ of MN Foundation	\$ 27,257,603	26,645,830	128,531,858	126,064,852
Total Gift Activity	\$ 29,782,425	\$ 29,055,855	\$ 139,809,630	\$ 158,606,060

*Detail on gifts of \$5,000 and over is attached.

Pledges are recorded when the commitment is made. To avoid double reporting, any receipts which are payments on pledges are excluded from the report amount.

Gifts to benefit the University of Minnesota
Gifts received November 2023

Donor	Gift/Pledge	Purpose of Gift
<u>\$1 Million and Over</u>		
Elmer L and Eleanor J Andersen Book Trust	Gift	Libraries; Minnesota Landscape Arboretum
Lester and June Nielsen	Pledge	University of Minnesota Crookston
Sturm Family Foundation	Gift	Humphrey School of Public Affairs
<u>\$500,000 - \$1,000,000</u>		
Bobbie Lynch	Gift	Medical School
McKnight Fdn	Gift/ Pledge	University of Minnesota Extension; Office of the Vice President for Research
<u>\$250,000 - \$500,000</u>		
Anna W Olson Estate	Gift	College of Veterinary Medicine
Anonymous Donor	Gift	College of Food, Agricultural and Natural Resource Sciences
Anonymous Donor	Gift	College of Veterinary Medicine
Eileen Vinnes Kalow, M.P.H., M.H.A.	Gift	Undesignated
James Ford Bell Trust	Pledge	Libraries
Margaret A Cargill Fdn Fund-Saint Paul & Minnesota Fdn	Gift	University of Minnesota Extension
Pine Rock Foundation Inc	Gift	Academic Clinical Affairs
Sauer Family Foundation	Pledge	College of Education and Human Development
Thomas and Diane Lentz	Gift	Intercollegiate Athletics
<u>\$100,000 - \$250,000</u>		
Andrew Magee, Ph.D.	Pledge	College of Science and Engineering
Anonymous Donor	Gift	Intercollegiate Athletics
Bonnie R Laird Estate	Gift	Academic Clinical Affairs
Christine and Dermod Norton	Gift	Medical School
Energy Foundation	Gift	University of Minnesota Extension
Frank Tsai, Ph.D. and Julie Tsai	Pledge	College of Science and Engineering
Frederick B Wells Jr Trust	Gift	Medical School
Gail Hanson, Ph.D. and Arthur Hanson, M.D.	Pledge	College of Education and Human Development; Medical School; School of Public Health
Hodder Family Foundation	Gift	Carlson School of Management
Huntington National Bank	Gift	Academic Clinical Affairs
Irving Harris Fdn	Gift	College of Education and Human Development
Larry Kinney	Gift	College of Science and Engineering; School of Nursing
Luong Tran and Minh-Tam Lu	Gift	College of Science and Engineering; College of Education and Human Development
Manitou Fund	Gift/ Pledge	College of Liberal Arts; College of Food, Agricultural and Natural Resource Sciences; College of Veterinary Medicine
Medica Fdn	Pledge	Medical School
Minnesota Landscape Arboretum Auxiliary	Gift	Minnesota Landscape Arboretum
Minnesota Mobile Resuscitation Consortium	Gift	Medical School
Patrick and Shirley Campbell	Gift	College of Education and Human Development

\$50,000 - \$100,000

Alliance for Trust in Media	Pledge	College of Liberal Arts
Anonymous Donor	Gift	College of Liberal Arts
Anonymous Donor	Gift	College of Liberal Arts
Blooming Prairie Cancer Group	Gift	Office of the Vice President for Research
Boston Scientific Corporation	Gift	College of Science and Engineering
Brenda and Jim Clancy	Gift	Academic Clinical Affairs
Darrin and Katelyn Schulte	Pledge	Intercollegiate Athletics
Douglas Marshall III	Gift	College of Liberal Arts
Elizabeth Knabe, D.V.M.	Pledge	College of Veterinary Medicine
Eugene M Lang Foundation	Pledge	Undesignated
Gary Dowling, Ph.D. and Helen Dowling	Gift	College of Science and Engineering
Gerald Witowski and Nancy Witowski, Ph.D.	Gift	Medical School
Gloria G Nelson	Gift	Medical School
Gloria and Ken Derks	Gift	School of Dentistry
Google Inc	Gift	College of Education and Human Development
Gretchen and Lyle Shaw	Gift	Intercollegiate Athletics
Hinman Foundation	Gift	Carlson School of Management
Hubbard Broadcasting Fdn	Gift	Academic Clinical Affairs
Infineum USA LP	Gift	College of Science and Engineering
James Zeese Jr., M.D. and Bill Herrmann	Gift	College of Science and Engineering; Medical School
Joan Dvergsten	Gift	College of Biological Sciences
John Fredell, M.D.	Pledge	College of Biological Sciences
Jonathan Nygren and Anna Horning Nygren	Pledge	College of Liberal Arts; Intercollegiate Athletics
K. C. Keady	Gift	Office of Undergraduate Education
Katharine Dumas	Gift	University of Minnesota Duluth
Leopoldo and Bella Yau	Pledge	College of Science and Engineering
Linda Maschwitz and David Maschwitz, Ph.D.	Gift	College of Biological Sciences; College of Design
Lori Ward	Gift	Medical School
Lyle Klein	Pledge	College of Science and Engineering
Madeleine Kerr and David Shanteau	Pledge	School of Nursing
Margot Monson	Pledge	College of Food, Agricultural and Natural Resource Sciences
Michael Repass	Pledge	Carlson School of Management
Michelle and Richard Gannon	Pledge	Intercollegiate Athletics
Midwest Radiology	Gift	Academic Clinical Affairs
Norling Family Fund-Fidelity Charitable	Gift	School of Nursing
Paul Scipioni	Pledge	Intercollegiate Athletics
Richard Lindstrom, M.D. and Jacalyn Lindstrom	Pledge	Intercollegiate Athletics
Richard and Mary Ostlund	Gift	Medical School
Robert A Koenig Estate	Gift	College of Education and Human Development
Russell and Rebecca Bierbaum	Pledge	Intercollegiate Athletics
Sheila J Browne Estate	Gift	College of Veterinary Medicine
Susan and Gerard Hughes	Gift	College of Science and Engineering
Toro Company	Gift	Minnesota Landscape Arboretum
Treva Paparella and Michael Paparella, M.D.	Gift	Medical School
Van Sloun Foundation	Gift	College of Veterinary Medicine
William Beeman and Frank Farris	Pledge	College of Liberal Arts
Alan and Peggy Nelson	Gift	College of Liberal Arts
Anonymous Donor	Gift	College of Education and Human Development; Office for Student Affairs

\$25,000 - \$50,000

Blythe Brenden-Mann Fdn	Gift	Academic Clinical Affairs
Boehringer Ingelheim Cares Fdn Inc	Gift	College of Pharmacy
Caribou Coffee Co Inc	Gift	Medical School
Carol and Jack Eugster	Gift	Medical School
Charles and Frances Symes	Gift	Office of Undergraduate Education
Cheryl and Hugh Reitan	Gift	University of Minnesota Duluth
Craig and Robin Dahl	Gift	Academic Clinical Affairs
Cynthia Breen and Laurie Dowley	Gift	Carlson School of Management
Dana Lonn	Gift	College of Science and Engineering; College of Food, Agricultural and Natural Resource Sciences
David and Laura Chelesnik	Gift	Intercollegiate Athletics
Denise and Zachary Bielke	Gift/ Pledge	Medical School
Devenish	Gift	College of Veterinary Medicine
Donald and Cynthia MacMillan	Gift	Intercollegiate Athletics
EisnerAmper	Gift	Carlson School of Management
Emory Morris	Gift	College of Biological Sciences; College of Food, Agricultural and Natural Resource Sciences
Ezgi Tiryaki, M.D. and Nathan Pankratz	Pledge	Academic Clinical Affairs
Haggerty Family Fdn	Gift	Medical School
James St George and Mark Sullivan	Gift	College of Liberal Arts
James and Mary Lindquist	Gift	Intercollegiate Athletics
Judd and Melinda Nystrom	Gift	Carlson School of Management
Karine Semmer	Gift	Medical School
Kathleen and Stephen Callaghan	Gift	College of Science and Engineering
Katina and Franck Gougeon	Gift	Academic Clinical Affairs
Kurtis Wohlford	Pledge	Carlson School of Management
Lillehei Family Charitable Fdn	Gift	Medical School
Lorena Jacobson	Gift	College of Education and Human Development; School of Nursing
Lynn Frostman, Ph.D. and Michael Zum Mallen, Ph.D.	Gift	College of Science and Engineering
Margaret A Cargill Philanthropies	Gift	University of Minnesota Extension
Mary Ebert, Ph.D. and Paul Stembler	Gift	University of Minnesota Duluth; Humphrey School of Public Affairs; College of Liberal Arts
Oren & Sharron Steinfeldt Fdn	Gift	Libraries
Pamela Rask	Gift	Medical School
Paul Crowell and Alexandra Stillman, M.P.H., M.H.A.	Gift	College of Science and Engineering
Philip and Margaret Plumbo	Gift	School of Nursing
Rachel Hollstadt	Gift	College of Veterinary Medicine
Roseau County 4-H Leaders Council	Gift	University of Minnesota Extension
Sally and Chris Mars	Gift	University of Minnesota Duluth
Steven Sanderson, M.D. and Penny Sanderson	Gift	Intercollegiate Athletics
Susan Marvin and Keith Schwartzwald	Gift	College of Science and Engineering
Terrence and Elizabeth Karpowicz	Gift	University of Minnesota Duluth
Thomas Birkey, M.D. and Doris Thompson	Gift	Medical School
Timothy and Valerie Doherty	Gift	Carlson School of Management
Toni Okada	Pledge	College of Science and Engineering
William Chin	Gift	College of Science and Engineering

\$10,000 - \$25,000

3M Co	Gift	Carlson School of Management
Abbott	Gift	Academic Clinical Affairs
Alan Sinaiko, M.D. and Kathleen Doar	Gift	Academic Clinical Affairs; Medical School
Alice M O'Brien Fdn	Gift	Medical School
Allen Saeks, Esq. and Linda Saeks	Gift	Law School
American Cancer Society Inc	Gift	Office of the Vice President for Research
Anne McClurg	Gift	Law School
Anonymous Donor	Gift	Academic Clinical Affairs; Medical School
Anonymous Donor	Gift	Academic Clinical Affairs
Barbara Forster and Lawrence Hendrickson	Gift	Law School
Benjamin and Laura Cooper	Gift	Law School
Bennett and Sharon Morgan	Gift	Carlson School of Management
Best Buy Co Inc	Gift	Carlson School of Management
Bonnie and Ed Engler	Gift	Academic Clinical Affairs
Bradley and Arlene Forrest	Gift	Unrestricted; Law School
Brian Wheeler	Gift	Intercollegiate Athletics
Buuck Family Fdn	Gift	Minnesota Landscape Arboretum
Carol Buesgens	Gift	College of Education and Human Development; Minnesota Landscape Arboretum
Carson and Amanda Kipfer	Gift	Academic Clinical Affairs
Catherine Mathis and Robert Burchell	Gift	Carlson School of Management
Catherine and Ford Nicholson	Gift	College of Biological Sciences
Chieh Ouyang	Gift	College of Science and Engineering
Chorzempa Family Fdn	Pledge	Carlson School of Management
Christopher Johnson	Gift	Minnesota Landscape Arboretum
Christopher and Cally Swanson	Gift	Intercollegiate Athletics
Clint Kruger	Gift	Medical School
Courtside Club	Gift	Intercollegiate Athletics
Craig and Jessica Schmidt	Gift	Carlson School of Management
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David Anderson, M.D. and Martha Anderson	Gift	Medical School; Intercollegiate Athletics
David Hardten, M.D. and Christine Hardten	Gift	Medical School; Academic Clinical Affairs
David and Mary Wille	Gift/ Pledge	College of Food, Agricultural and Natural Resource Sciences
David and Shannon Keller	Gift	Academic Clinical Affairs
Diana Peterson and Joseph Limacher	Gift	Medical School
Dorothy Peterson	Gift	College of Food, Agricultural and Natural Resource Sciences
Dorothy and Albert Marden	Gift	College of Science and Engineering
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Edward Farmer	Gift	College of Liberal Arts
Edward Santos, M.D. and Ligaya Santos	Pledge	Medical School
Elizabeth Wiens and Cornelius Wiens, M.D.	Gift	Medical School; School of Nursing
F H Muenster University of Applied Sciences	Gift	Institute on the Environment
Fredman Family Foundation	Gift	College of Food, Agricultural and Natural Resource Sciences
Gail Wellner	Gift	Academic Clinical Affairs
Gary Larson, Ph.D.	Gift	Undesignated
Gordon Weaver	Gift	Intercollegiate Athletics
Grace Cogan	Gift	College of Education and Human Development
Harold and Judy Walter	Gift	Intercollegiate Athletics

\$10,000 - \$25,000

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James and MaryEllen Weber	Gift	Carlson School of Management
James and Sandra Rutzick	Gift	College of Science and Engineering
Jean Lynch	Gift	Medical School
John Schrock, M.D. and Mary Berube	Gift	Medical School
Judd and Susan Frahm	Gift	University of Minnesota Duluth
Judith Beckman	Gift	School of Dentistry
Karen Corneil	Gift	Intercollegiate Athletics
Karen Nelson	Gift	Minnesota Landscape Arboretum; University of Minnesota Extension; College of Veterinary Medicine
Katherine Eaton and Dana Eaton, Ph.D.	Gift	College of Food, Agricultural and Natural Resource Sciences
Kathleen Gallagher	Gift	School of Nursing
Kelen Family Fdn	Gift	College of Science and Engineering
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Leland Lynch and Terry Saario, Ph.D.	Gift	College of Liberal Arts
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Marlys and Kenneth Jenson	Gift	Medical School; School of Nursing
Marsha Bradford	Gift	School of Public Health
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Michael and Susan Arneson	Gift	Intercollegiate Athletics
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Mrs William Mihelich	Gift	Minnesota Landscape Arboretum
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Paul Glewwe and Mary Yee	Gift	College of Food, Agricultural and Natural Resource Sciences
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Robert Ramsdell Jr.	Gift	College of Science and Engineering
Romelle Castle	Gift	Medical School

\$10,000 - \$25,000

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Scott and Nicole Tassani	Gift	Intercollegiate Athletics
Stephanie Sauer	Gift	Academic Clinical Affairs
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Todd and Tammie Zarfos	Gift	College of Science and Engineering
Tracy and Adam Krasnoff	Gift	Intercollegiate Athletics; Carlson School of Management
Valent USA LLC	Gift	College of Food, Agricultural and Natural Resource Sciences
Voyage Wealth Architects	Gift	Academic Clinical Affairs
Wayne Shovelin, M.H.A. and Julia Shovelin	Gift	School of Public Health
Windsong Donor Advised Fund--National Philanthropic Trust	Gift	Minnesota Landscape Arboretum
YMCA of the North	Gift	Libraries

\$5,000 - \$10,000

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Alvin Huss Jr. and Ruth Huss	Gift	College of Food, Agricultural and Natural Resource Sciences
Angela Brandes, M.D.	Gift	Intercollegiate Athletics
BASF	Gift	College of Food, Agricultural and Natural Resource Sciences
BASF Corporation	Gift	College of Food, Agricultural and Natural Resource Sciences
Ben & Jeanne Overman Charitable Trust	Gift	University of Minnesota Duluth
Bentson Fdn	Gift	Office of Undergraduate Education
Bergren Family Char Fund-Fidelity Charitable	Gift	Minnesota Landscape Arboretum
Berna French	Gift	Medical School
Bethany and Christopher Owen	Gift	University of Minnesota Duluth
Betty and Rodney Hestekin	Gift	Academic Clinical Affairs
Blythe Brenden	Gift	Academic Clinical Affairs
Brad and Kathy Wheelock	Gift	Intercollegiate Athletics
Brian Johnsrud and Noelle Gonsalves	Gift	Law School
Brian and Gretta Eder	Gift	Academic Clinical Affairs
Bridget and Sean Ennevor	Gift	Minnesota Landscape Arboretum
Bronwen Cound and William Brody	Gift	College of Liberal Arts; Law School; Office of the President
CHS Foundation	Gift	College of Food, Agricultural and Natural Resource Sciences
Caitlin Loudon	Gift	College of Food, Agricultural and Natural Resource Sciences
Cargill Inc	Gift	Unrestricted; Various Colleges
Carl E & Doris M Bachman Family Fdn	Gift	Minnesota Landscape Arboretum
Carol Klee and Luis Ramos-Garcia	Gift	College of Liberal Arts
Carol Pletcher, Ph.D.	Pledge	College of Biological Sciences
Carol and Paul Webb	Gift	University of Minnesota Duluth
Center for Computer-Assisted Legal Instruction	Gift	Law School
Christopher and Beth Berg	Gift	University of Minnesota Duluth

\$5,000 - \$10,000

Clara Adams-Ender	Gift	School of Nursing
Connexus Energy	Gift	Institute on the Environment
Constance Crane and Douglas Rausch	Gift	College of Food, Agricultural and Natural Resource Sciences
Constance Sullivan	Gift	College of Food, Agricultural and Natural Resource Sciences
Corey and Janeen Walther	Gift	Intercollegiate Athletics
Craig Eckdahl	Gift	Intercollegiate Athletics
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Cynthia Moore-Duddleston and Peter Duddleston	Gift	Office for Student Affairs
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Dane Nimako	Gift	Medical School
David Bell	Gift	Minnesota Landscape Arboretum
David Hansen and Karen Lilley	Gift	College of Food, Agricultural and Natural Resource Sciences
David and Kara Walter	Gift	Intercollegiate Athletics
David and Rosemary Emmons	Gift	College of Veterinary Medicine
Deborah Hopp	Gift	Academic Clinical Affairs
Deborah Olson	Gift	Intercollegiate Athletics
Decor Global Inc	Gift	College of Design
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Emily Hoover, Ph.D. and James Luby, Ph.D.	Gift	College of Food, Agricultural and Natural Resource Sciences
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Eugene C and Gail V Sit Foundation	Gift	Medical School
Fleetwood Foundation	Gift	College of Food, Agricultural and Natural Resource Sciences
Geoffrey and Mary Heidbrink	Gift	University of Minnesota Duluth
Gull Chain of Lakes Association	Gift	College of Food, Agricultural and Natural Resource Sciences
H M & C M Iverson Charitable Trust	Gift	University of Minnesota Morris
H.. Richard and Faith Coleman	Gift	Intercollegiate Athletics
Hunger Related Events	Gift	Medical School
Isanti County Agricultural Society, Inc.	Gift	University of Minnesota Extension
James Ridgeway and Sharon Ridgeway, Ph.D.	Gift	School of Nursing
James Stevens	Gift	Medical School
James and Mary Johnston	Gift	College of Veterinary Medicine
Jan and Arthur Anderson	Gift	Medical School
Janet and Steven Lesgold	Gift	Medical School
Jason Patzlauff, Ph.D.	Gift	University of Minnesota Morris
Jeffrey Holmbeck	Gift	University of Minnesota Duluth
Jeffrey Peterka and Bianca Lettieri	Gift	Academic Clinical Affairs
Jesse and Britta Bergland	Gift	Carlson School of Management; Academic Clinical Affairs
Joan Enerson and Kenneth Anderson	Gift	Office of Undergraduate Education; College of Liberal Arts
Joan Williams, M.D.	Gift	Medical School

\$5,000 - \$10,000

Joanne Wandrei, Ed.D. and Lyle Wandrei	Gift	Minnesota Landscape Arboretum
John Bridwell Jr. and Rita Bridwell	Gift	College of Veterinary Medicine
John and Nan Beard	Gift	College of Food, Agricultural and Natural Resource Sciences
John and Nancy Peyton	Gift	Earl E. Bakken Center for Spirituality and Healing
Jon Olson, D.V.M.	Gift	College of Veterinary Medicine
Joseph and Lauren Allen	Gift	College of Liberal Arts
Josy Volk	Gift	Medical School
Joyce and Anthony Nigro	Pledge	University of Minnesota Duluth
Judith and Alan Johnston	Gift	Minnesota Landscape Arboretum; College of Veterinary Medicine
Kaimay Terry and Joseph Terry, M.D.	Gift	Medical School
Karen Mescher	Gift	Medical School
Karen and Richard Foy	Gift	Intercollegiate Athletics
Kathleen and Dean Sanberg	Gift	Carlson School of Management; Law School
Kelly Coleman, Ph.D.	Gift	School of Public Health
Kevin Masters	Gift	School of Public Health
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Lindsay and Lambert Brown	Gift	Intercollegiate Athletics
Litigation Analytics Inc	Gift	College of Liberal Arts
Logan Loves Foundation	Gift	Academic Clinical Affairs
Lorna McReaken	Gift	University of Minnesota Extension
Lyle Hoxtell	Gift	University of Minnesota Morris
Lynda Welage	Gift	College of Pharmacy
M. Patricia Schaffer	Gift	Law School
Margaret Carlson Citron, Ph.D. and Paul Citron	Gift	University of Minnesota Alumni Association
Margery Hensel	Gift	Minnesota Landscape Arboretum
Marie Christensen, M.D.	Gift	Minnesota Landscape Arboretum
Mark Board, Ph.D. and Katherine Board	Gift	College of Science and Engineering
Mark Fagan	Gift	Humphrey School of Public Affairs
Mary Lou Belford	Gift	College of Veterinary Medicine
Mary and Ben Henschel	Gift	Law School
Matthew and Julie Walter	Gift	Intercollegiate Athletics
Maureen Steinwall and Mike Lavelle	Gift	Earl E. Bakken Center for Spirituality and Healing
Medtronic Foundation	Gift	Various Colleges; Various Colleges; College of Veterinary Medicine; Various Colleges
Merchology	Gift	Academic Clinical Affairs
Michael Benike and Linnea Benike, D.N.P.	Pledge	Intercollegiate Athletics
Michael Rodriguez	Gift	University of Minnesota Morris; College of Education and Human Development
Michael and Mia Jordan	Gift	Academic Clinical Affairs
Mickiel and Betty Fedde	Gift	College of Science and Engineering
Mitchell Pincus, M.D.	Gift	Intercollegiate Athletics; Medical School
Nadine Broholm	Gift	University of Minnesota Extension
Nancy Miller	Gift	School of Nursing
Nancy Walsh, D.N.P. and Michael Walsh	Gift	School of Nursing
National Student Leadership Fdn	Gift	Law School
Norma Ramsay, M.D. and Robert Ramsay, M.D.	Gift	Medical School; Academic Clinical Affairs
Northwestern Mutual Fdn	Gift	Various Colleges
Oliver and Sharlene Hagen	Gift	Office of the Vice President for Research

\$5,000 - \$10,000

Paul and Elizabeth Erdahl	Gift	Academic Clinical Affairs
Paulita LaPlante	Gift	College of Food, Agricultural and Natural Resource Sciences
Peter Rainey	Gift	Carlson School of Management
Peter and Lisa Janzen	Gift	Academic Clinical Affairs
R. Hugh and Nancy Magill	Gift	Law School
Rachel Schuneman, M.D. and Yang Lo, M.D.	Gift	Medical School
Rebecca Urbanski, Ed.D. and Scott Junkert	Gift	College of Veterinary Medicine
Richard and Stacy Hoge	Gift	Intercollegiate Athletics
Robert Edstrom	Gift	University of Minnesota Duluth
Robert and Kirsten Jacob	Gift	Intercollegiate Athletics
Rosemary Kelly, M.D. and Phillip Sosnowski	Gift	Academic Clinical Affairs
Ruth Howe	Gift	University of Minnesota Alumni Association
Ryan and Kelly Lampe	Gift	Academic Clinical Affairs
Sally and Kent Mainquist	Gift	Intercollegiate Athletics
Sandra Sunde	Gift	Intercollegiate Athletics
Sherry Oleson	Gift	College of Food, Agricultural and Natural Resource Sciences
Shirley M Frederick Estate	Gift	Unrestricted
Spire Credit Union	Gift	Medical School
Stanley and Sharon Hup	Gift	Intercollegiate Athletics
Stephanie Van D'Elden, Ph.D.	Gift	College of Liberal Arts; Libraries; Weisman Art Museum
Stephen Parente and Carrie Parente, M.D.	Gift	Carlson School of Management
Stuart Collins	Gift	Academic Clinical Affairs
Sylvia Quast and Peter Weiner	Gift	College of Liberal Arts
The Barcode Group	Gift	College of Design
The Brothers Family Fund of the Ayco Fdn	Gift	Minnesota Landscape Arboretum
Thomas Gjelten and Martha Raddatz	Gift	College of Liberal Arts
Thomas Onstad, M.D.	Gift	College of Liberal Arts
Tobin Sobaski and Kari Koehler	Gift	College of Food, Agricultural and Natural Resource Sciences; College of Veterinary Medicine
UMMC Medical Staff Services	Gift	Academic Clinical Affairs
Unreal LLC (UNRL)	Gift	Academic Clinical Affairs
Van and Susan Gooch	Gift	University of Minnesota Morris
William McElrath and Dorothy Sunne	Gift	College of Education and Human Development; College of Food, Agricultural and Natural Resource Sciences

**MEMORANDUM OF UNDERSTANDING
BETWEEN
REGENTS OF THE UNIVERSITY OF MINNESOTA
AND
UNIVERSITY OF MINNESOTA ALUMNI ASSOCIATION**

This Memorandum of Understanding (hereinafter “Agreement”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between **Regents of the University of Minnesota**, a constitutionally autonomous, education corporation under the laws of the state of Minnesota (the “University”) and **University of Minnesota Alumni Association**, a Minnesota nonprofit corporation (“UMAA”).

RECITALS

WHEREAS, UMAA is an independent, dues-paying, membership organization dedicated to connecting alumni, students, and friends in lifelong support of the University and each other, and

WHEREAS, UMAA is separately incorporated from and legally independent of the University, and

WHEREAS, the University, historically through its custodian, provided UMAA access to alumni records on a timely basis which it has used to solicit alumni for University of Minnesota Alumni Association membership and to offer affinity products and services, and

WHEREAS, the University recognizes that UMAA, as an independent entity, has on a continuing basis developed and used its own marks and logos in connection with its programs, services, and magazine and it has entered into revenue producing agreements and contracts with outside organizations, and

WHEREAS, the University recognizes that, with the exception of the Healthcare Management Alumni Association, the University of Minnesota Alumni Association is the exclusive alumni association for the Twin Cities and Rochester campuses of the University and the various colleges, departments and institutes on those campuses, and

WHEREAS, the University has the authority under the Board of Regents Policy: *Associated Organizations* (the “AO Policy”) to recognize and provide benefits to certain entities (i.e. “associated organizations”) created and operated to support the University or the University’s mission. The University is further authorized to enter into written agreements with associated organizations to set forth and define cooperative working relationships between them and the University, and

WHEREAS, the parties desire to enter into a written agreement setting forth, among other things, the University’s recognition of UMAA as an associated organization and certain of its attendant rights, privileges and obligations as set forth in the AO Policy and as provided in this Agreement.

NOW, THEREFORE, the University and UMAA agree as follows:

1. Independence and Recognition

- a. The University hereby acknowledges UMAA's independence as a separate legal entity.
- b. Subject to and in compliance with the terms of this Agreement, the AO Policy and other applicable University policies, the University hereby recognizes UMAA as an associated organization.

2. Governance, Representation and Coordination

- a. The parties acknowledge and agree that UMAA is and shall continue to be separately governed and independent from the University. UMAA's Board of Directors shall establish, implement, adhere to and enforce policies and practices intended to ensure that UMAA adheres to sound corporate governance and management.
- b. Throughout the term of this Agreement, the bylaws of UMAA shall ensure that (i) the individual holding the position or office of President of the University shall be appointed an *ex officio*, non-voting member of the UMAA Board of Directors or successor governing body; (ii) the individual holding the position or office of President of the University or the individual the President so delegates as the University Representative to the UMAA Compensation Committee and so notifies the chair of the UMAA Board in writing, shall be appointed an *ex officio*, voting member of the Compensation Committee or its successor committee of the UMAA Board; and (iii) the individual the President so delegates as the University Representative to UMAA ("University Representative") shall be appointed an *ex officio*, voting member of the UMAA Board of Directors or successor governing body and its Executive Committee or successor committee.
- c. The parties recognize UMAA's interest in understanding the University's priorities, goals, programs and activities. The parties expect the Chief Executive Officer ("UMAA CEO"), other senior administrators, and the directors of UMAA, and the President and other senior officials of the University to maintain close cooperative relationships in furtherance of the University's and the UMAA's missions. To that end, the University will invite the UMAA CEO to participate actively on the University's Senior Leadership Team on matters of mutual interest or concern, to offer the alumni perspective to the senior administrators of the University. The University will also invite the UMAA CEO and UMAA board officers to participate and provide leadership in strategic planning and other discussions of major priorities where an alumni perspective is important.

- d. The parties recognize the growth potential from campus-wide sponsorships. To that end, the University and UMAA wish to align primary brand identities for brand consistency and partner together through campus-wide sponsorships, partnerships and other entrepreneurial ventures.

3. Program Functions

- a. UMAA shall continue to perform the central alumni relations function of the University's Twin Cities and Rochester campuses and coordinate as necessary with the University's other campuses. Specifically, it shall:
 - i. Work closely with the President of the University and the University Representative to align UMAA initiatives with the University's strategic plan and priorities;
 - ii. Work with appropriate collegiate unit staff to coordinate alumni programming across the University;
 - iii. Seek to actively engage all University alumni and friends in support of the University; and
 - iv. Maintain an active and engaged dues-paying alumni membership.
- b. As an organization, separate and independent from the University, UMAA shall have the right to:
 - i. Negotiate and enter into contracts and meet the terms of those contracts; and
 - ii. Define membership in UMAA and establish a dues structure.

4. Accounting, Audit and Compliance

- a. As both parties are committed to the highest standards of accountability and management, the University and UMAA will maintain sound management practices with effective internal and financial controls. At the request of a party, the other party shall provide copies of all written policies in effect from time to time that describe and impose such controls.
- b. UMAA shall account for its activities on an accrual basis in accordance with generally accepted accounting principles, consistently applied.
- c. Each year during the term of this Agreement, UMAA, at its expense, shall engage an independent accounting firm to conduct an audit and render an opinion of its financial statements and UMAA shall deliver a copy of such statements along with the firm's opinion to the University Representative. Each year during the term of this Agreement and upon written request, UMAA shall deliver to the University's chief financial officer or his/her designated representative the independent accounting firm's management letter.

- d. The parties shall cooperate and shall direct their respective independent accounting firms to cooperate in conducting audits of the University's and the UMAA's annual financial statements in order to obtain unqualified opinions regarding such statements.
- e. UMAA shall promptly notify the University's chief financial officer or his/her designated representative, in writing, of any "reportable condition" under generally accepted auditing standards or any material weakness in its internal or financial controls. UMAA shall promptly notify the University's chief financial officer or his/her designated representative, in writing, of any credible allegation of unlawful conduct or conduct in violation of the applicable policies of UMAA or the University in connection with UMAA's activities or operations.

5. **Shared Resources**

a. *Human Resources*

- i. The University shall make available and assign to UMAA, for direct supervision by the UMAA CEO and other UMAA senior administrators, such University employees as reasonably agreed upon by the parties. In all respects, subject to the terms of this Agreement, such employees shall be subject to the University's employment policies and practices, including compensation policies and practices, conflict of interest reporting rules, and all other policies and practices consistent with the University's common law employer relationship with such employees. The University reserves the exclusive right to alter its employment policies and practices. The parties acknowledge that the University is the common law employer of such employees and, subject to the terms of this Agreement, shall retain the rights and responsibilities over those employees as are held by a common law employer.
- ii. The Compensation Committee of the UMAA's Board of Directors shall provide primary oversight and supervision of the UMAA's CEO in his or her capacity as a UMAA officer, including but not limited to, establishing annual objectives and performance goals, conducting performance reviews and determining compensation. In fulfilling its responsibility, the Compensation Committee shall seek and carefully consider the input from the University President, or the University representative delegated by the University President to serve on the Compensation Committee, on the selection of a new candidate for Chief Executive Officer, on the Chief Executive Officer's objectives and performance goals, performance reviews and compensation. The UMAA CEO shall meet regularly with the President of the University and with the President's delegate.

- iii. Except as provided above, the University shall consult the UMAA CEO and other designated UMAA officials and administrators in setting compensation for University employees assigned and rendering services to UMAA. The University recognizes the unique nature of the services provided by the University employees assigned to UMAA and shall work cooperatively with UMAA in establishing compensation plans and systems for such employees. In no event shall UMAA separately compensate or provide any remuneration to any such University employee in the person's capacity as an employee of the University unless the University has given its prior written consent.
 - iv. The parties shall communicate regarding hiring and discharge requests, compensation amounts and bonuses (to include hours worked, including overtime) and compensation earned by each employee assigned to it for each pay period, work-related injuries or claims, and other information in respect of such employees necessary for the University to meet its responsibilities set forth above. In each instance if practicable, the University will recognize and use UMAA job titles for all such employees.
 - v. UMAA shall reimburse the University for the actual cost to the University of compensating and providing benefits to employees assigned to UMAA (including, but not limited to, all FICA, FUTA, and other taxes payable by the University with respect to the compensation paid to such employees), and for the costs of workers' compensation coverage, unemployment compensation insurance, liability insurance, and any other costs the University incurs with respect to such employees, provided such other costs have been approved in advance by UMAA. The University shall provide employee benefits to such employees through plans sponsored by the University generally for its employees; provided, however, the University shall have no obligation under this Agreement to provide any employee benefit to any of such employees that it does not provide to other comparably situated employees. The University shall comply with all applicable rules and regulations concerning the provision of such benefits.
 - vi. Except for claims arising from the willful misconduct, knowing violation of law, or intentional breach of this Agreement by UMAA, the University shall defend any claim brought against the University or UMAA by any employee assigned to UMAA and shall indemnify UMAA for any such costs, expenses or judgments in that regard.
- b. *Information Technology.* Throughout the term of this Agreement, the University shall provide UMAA access to the University's network computing system. UMAA shall comply with the University's rules and regulations, including, but not limited to, security protocols relating to such access.

- c. *Financial Accounts.*
 - i. The University agrees to maintain for the benefit of UMAA, University accounts through which the University will act as an agent of UMAA for the purpose of paying UMAA's "direct expenses" as those may be determined at the sole discretion of UMAA. UMAA shall contribute to the University sufficient funds to cover UMAA's direct expenses.
 - ii. The University agrees that, in recognition of the alumni relations services and support UMAA furnishes to the University, the University shall pay those expenses incurred for the benefit of and approved in writing by the University as part of its annual budget process.

- d. *Data.* As permitted by law, the University will provide UMAA access to University data on alumni, prospective alumni, and university community members for use in connection with its activities, including but not limited to event invitations and notifications, UMAA membership solicitations, affinity product and service offers, and revenue producing agreements with outside organizations. If the University has delegated management of this data to a custodian, UMAA may execute a data sharing agreement with that custodian. UMAA will use such data in conformance with the University's policies and law. UMAA may not assign or license its rights under this section without the prior written consent of the University.

6. Names, Marks and Images. When representing itself, UMAA as an integral brand strategy partner, will consider its mission of benefiting the University. In connection with UMAA's mission, the University grants the following license and permissions to UMAA subject to certain limitations and conditions:

- a. *License to word mark.* The University grants to UMAA, the non-exclusive, royalty-free license to use "University of Minnesota" as part of the corporate title and name of UMAA.
- b. *License to University 'M' marks.* The University grants to UMAA, pursuant to the terms and conditions detailed in the "University of Minnesota Alumni Association Identity System and Styleguide," (the "Styleguide") as may be updated from time to time by mutual agreement of the parties, a non-exclusive royalty-free license to use the specified marks in connection with its activities and in conformance with the University's policies. The word mark "University of Minnesota" together with the marks specified in the Styleguide will be referred to as the "Licensed Marks."
- c. *No assignment.* Other than the sublicense rights as granted and described in the Styleguide, UMAA may not assign or sublicense its rights under this section without the prior written consent of the University.
- d. *Limitations.* Notwithstanding the license granted in subsections (a) and (b) herein, and subject to the exceptions listed below in Section d(iii), without the prior written consent of the University, UMAA may not engage in relationships nor use the

Licensed Marks in advertising or in a manner that suggests University or UMAA endorsement or promotion of other institutions of higher education, clinical healthcare providers, or clinical healthcare-related providers or their goods or services.

- i. *Guidelines.* In evaluating whether to provide consent, the University may take into account the factors described in the Sponsorship and Advertising Guidelines located <https://university-relations.umn.edu/resources/use-university-name-and-trademarks-external-organizations>.
- ii. *Procedure.* To the extent UMAA exercises its license rights related to higher education or clinical health care entities pursuant to this MOU, it can only do so with the consent of the University's Chief Marketing Officer. To obtain consent, UMAA must submit a written well-defined proposal providing sufficient detail of UMAA's proposed advertising or promotional activities for a specific higher education entity, clinical healthcare provider, or clinical healthcare-related provider. The University's Chief Marketing Officer will provide the University's written determination within a commercially reasonable timeframe. In the event UMAA has a significant concern over the resulting University determination, UMAA can raise the matter with the University's President, with UMAA understanding that it must accept the President's resolution.
- iii. *Exceptions.* UMAA may engage in relationships with alumni, other individuals and small entities who are owned or controlled by individuals, regardless of the industry. This includes, but is not limited to, the MN Alumni Market, and all advertising and sponsorship opportunities offered by the UMAA.
- e. *Additional marks and logos.* Other than the Licensed Marks that must be used in accordance with this MOU, UMAA may use University-owned names, seals, marks, mascots, and architectural icons or other marks similar to University-owned marks solely with the prior written consent of the University.
- f. *Merchandise.* UMAA may sell or distribute products bearing the University's marks subject to the University's licensing program for retailers and suppliers.
- g. *Registrations for UNIVERSITY OF MINNESOTA ALUMNI ASSOCIATION.* UMAA will not continue to own U.S. Trademark Registration Nos. 2,378,915; 2,374,687; and 2,319,378 in connection with its UNIVERSITY OF MINNESOTA ALUMNI ASSOCIATION mark. UMAA shall assign ownership of these registrations to the University promptly upon execution of this MOU. UMAA shall cooperate with the University in the protection and enforcement of these marks, and shall maintain these registrations so long as UMAA is recognized as an Association Organization per the Board of Regents Policy: Association Organizations.

- h. *Discontinuation of the UMAA 'M' Mark.* UMAA shall immediately cease new uses of the mark depicted in U.S. Trademark Registration No. 3,809,060 (the “Discontinued M Mark”). UMAA shall assign ownership of U.S. Trademark Registration No. 3,809,060 to the University promptly upon execution of this MOU. Over a period of three years from the date of execution of this Agreement, UMAA will replace materials that use the Discontinued M Mark with materials bearing one of the Licensed Marks. Historical documents, magazines and photos do not need to be destroyed. All new items purchased or commissioned by UMAA after execution of this Agreement will bear one of the Licensed Marks and digital assets will be prioritized for immediate change. The University shall maintain or cancel U.S. Trademark Registration No. 3,809,060 in its sole discretion.

7. Term and Termination

- a. The term of this Agreement shall commence on the Effective Date and shall continue indefinitely until terminated.
- b. Either party may terminate this Agreement by delivering to the other party a written notice of termination at least one (1) year prior to the effective date of termination. In the event of termination, the parties shall confer concerning the terms of a new agreement with respect to the UMAA’s status.
- c. The University may terminate this Agreement for cause: (i) upon 90 days written notice to UMAA of a material breach if such breach remains uncured at the expiration of such period, or (ii) if UMAA becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. The University agrees to work with UMAA in good faith and with diligence regarding any actions or communications relating to the cure of any such breach, recognizing that time is of the essence in correspondence between the parties.
- d. Upon the written request of a party or upon the third (3rd) anniversary of the Effective Date and every three (3) years thereafter, the parties, in a mutually agreeable manner, shall review the terms of this Agreement for the purpose of determining whether amendments are appropriate.

8. Indemnification. The University shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions of the University or its employees or representatives acting within the scope of their duties in approving or not approving any advertising or sponsorship relationship. The liability of the University is as set out in chapter 3.736 of the Minnesota Statutes and is subject to the limitations therein. Nothing herein shall be construed to limit the University from asserting against third parties any defenses or immunities it may have or be construed to create a basis for a claim or suit when none would otherwise have existed. UMAA (1) shall promptly notify the University of such claims, (2) permit the University at its request to defend against such claims, and (3) reasonably cooperate with the University in the investigation and defense of such claims.

9.

General Provisions

Entire Agreement. This agreement and the Styleguide represent the entire understanding between the parties and supersedes all prior agreements between the parties regarding the subject matter herein.

- a. *Amendment.* The Agreement may be amended at any time only pursuant to a written agreement of the parties.
- b. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.
- c. *Assignment.* Neither party shall have the right to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
- d. *Third Party Beneficiaries.* No provision of this Agreement, express or implied, is intended to confer upon any person other than the parties to this Agreement any rights, remedies, obligations, or liabilities hereunder.
- e. *Notices.* All notices, requests, and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by United States mail, first-class, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

To the University:

Chief Marketing Officer
University of Minnesota
3 Morrill Hall
100 Church Street SE
Minneapolis, Minnesota 55455

With a Copy to:

General Counsel
University of Minnesota
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, Minnesota 55455

To UMAA:

Chief Executive Officer
University of Minnesota Alumni Association
200 McNamara Alumni Center
200 Oak Street SE

Minneapolis, Minnesota 55455-2040

IN WITNESS WHEREOF, the University and UMAA have executed this Memorandum of Understanding on the above specified date.

Regents of the University of Minnesota

University of Minnesota Alumni Association

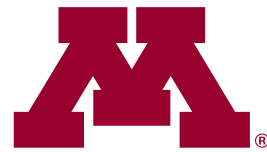
By: _____

By: _____

Interim President

By: _____

By: _____



UNIVERSITY OF MINNESOTA ALUMNI ASSOCIATION

Identity System and Style Guide

November 2023

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- 3 **Visual identity**
UMAA marks and other graphic elements; University maroon and gold, and secondary colors
- 7 **Usage guidelines**
How to use UMAA marks and other graphic elements
- 11 **Third-party relationships and examples**
UMAA branding in the context of sponsors, partners, advertisers, and affiliates; definitions; and examples



VISUAL IDENTITY

UMAA marks, other U logos, and graphic elements; University maroon and gold, and secondary colors

These marks represent the Alumni Association and establish its connection to the University of Minnesota, in alignment with brand standards. The UMAA marks should always be used in a way that enhances what the University offers and strengthens the overall University reputation.

Use of the Block M University of Minnesota Alumni Association lock-up is intended to convey the activities related to UMAA. If the intention is to indicate an activity in conjunction with a University unit, UMAA will work with the UMN unit contact to ensure the proper name and unit marks are used.

The Block M may not be used without “Alumni” or “Alumni Association” in the logo lock-up in any situation where it exclusively benefits the UMAA. This is because the Block M alone is the most widely recognized symbol for the University of Minnesota and without the Alumni Association name paired with it, the public will naturally think the relationship is with the University of Minnesota, not UMAA.

UMAA MARKS



UMAA COLOR VERSIONS



The U Alumni mark represents all alumni. It conveys “we are proud alumni” and used most often on clothing or items used by alumni.

The preferred treatment for UMAA programs is to display the program name in gray under the UMAA mark. Programs are also permitted to have a unique identity.

UMAA networks are related to UMAA, such as alumni groups or networks.

Alumni marks should be used in UMAA communications that reference an affiliation between the UMAA and an alumni network or an external entity so that audiences understand that relationship.

These are examples of marks that can be provided to external entities if they want to identify themselves in this particular manner on non-UMAA owned communication assets. There are also options that can compliment what is produced by the UMAA if clarification is needed, but would not be required. If providing these group marks to an external entity, a trademark license agreement must be obtained from UR.

MARKS THAT REPRESENT ALL U ALUMNI



MARKS THAT REPRESENT UMAA PROGRAMS



MARKS THAT REPRESENT AN ALUMNI NETWORK



Versions that may be used when network wants to align with UMAA branding, such as for social media or on promotional items.

Versions that may be used with a network that wants a unique identity, such as the Pride Alumni Network. Adding this mark to their materials will connect them to the UMAA.

UMAA OFFICIAL PARTNER AND SPONSOR MARKS



The official U maroon or gold or both (see box) should be the primary colors of any print or electronic communication.

Besides the official U maroon and gold, shades of maroon, gold, and neutral grays may be used as secondary colors.

See [Colors and Type](#).

COLORS



DARK MAROON
CMYK 23/84/54/68
RGB 91/0/19 #5b0013



DARK GOLD
CMYK 0/38/95/0
RGB 255/183/30 #ffb71e



LIGHT GRAY
CMYK 16/11/14/0
RGB 212/214/210
#d5d6d2



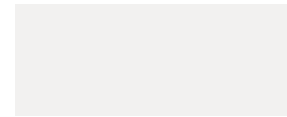
DARKER GRAY
CMYK 69/63/62/58
RGB 52/51/51 #333333



U MAROON
CMYK 0/100/61/43
RGB 122/0/25 #7a0019



U GOLD
CMYK 0/27/76/0
RGB 255/204/51 #ffc333



LIGHTER GRAY
(web only)
RGB 240/239/238
#f0efee



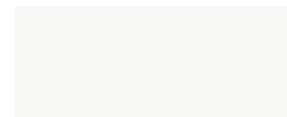
DARK GRAY
CMYK 63/55/54/28
RGB 90/90/90 #5a5a5a



LIGHT MAROON
CMYK 5/100/71/22



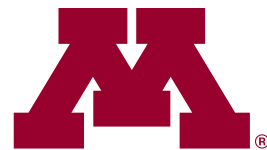
LIGHT GOLD
CMYK 1/11/62/0



OFF WHITE
(web only)
RGB 247/245/244
#f9f7f6



MEDIUM GRAY
CMYK 55/47/45/11



USAGE GUIDELINES

How to use UMAA marks

PLACEMENT

Place UMAA mark at the top or bottom of a page/screen, where it isn't overshadowed by other elements. See university-relations.umn.edu/brand.

MINIMUM SIZE

Minimum size of the words "Alumni Association":

- 1 5/8" for paper sizes 3" x 5" and larger
- 220 px wide on desktop and 170 px wide on mobile

BUFFER SPACE

It is important that the UMAA mark does not appear combined with other elements or marks. Leave a buffer space between the UMAA mark and other elements; do not use a pipe to separate the UMAA mark from third party marks.

REMEMBER

- Make sure mark is visible.
- Use gold/white versions on maroon; use white versions on dark areas of photos or backgrounds.
- Don't integrate the mark into text or a headline.
- Scale proportionally. Don't alter color, shape, or elements of the mark.
- Don't screen the mark or incorporate into imagery.

HOW TO USE UMAA MARKS



Lorem ipsum dolor sit amet

Aliquet efficitur. Integer molestie ante sit amet lectus consectetur facilisis a elementum mi. In in mauris

dolor. Maecenas eget tellus et urna venenatis auctor. Cras accumsan metus ut nulla pellentesque suscipit. Morbi

ultrices sit amet ex sit amet commodo. Quisque scelerisque odio ac semper ultrices. Quisque in sagittis.

 ALUMNI ASSOCIATION



Lorem ipsum dolor sit amet

 ALUMNI ASSOCIATION

Aliquet efficitur. Integer molestie ante sit amet lectus consectetur facilisis a elementum mi. In in mauris

dolor. Maecenas eget tellus et urna venenatis auctor. Cras accumsan metus ut nulla pellentesque suscipit. Morbi

ultrices sit amet ex sit amet commodo. Quisque scelerisque odio ac semper ultrices. Quisque in sagittis.

Place the UMAA mark at the top or bottom of a page/screen, where it isn't overshadowed by other elements. [Examples shown at 40% size.]



UNIVERSITY OF MINNESOTA
ALUMNI ASSOCIATION

1 5/8"

EPS marks are at the minimum size when you



Leave a buffer space the height of an "N"



Use gold/white versions on maroon.



Use white versions on dark areas of photos or backgrounds.



Do not scale marks disproportionately.

HOW TO USE MARKS FOR UMAA AFFINITY GROUPS

Affinity groups are organizations related to UMAA, such as alumni groups or official networks. See [Alumni Networks](#).

PLACEMENT

Place alumni official network marks at the top or bottom of a page/screen, where they aren't overshadowed by other elements.

MINIMUM SIZE

- 1.5" for all paper sizes
- 200 px on digital

BUFFER SPACE

Use a buffer space equal to the height of the "N" in "ALUMNI!"

REMEMBER

- Do not alter or combine these marks with any other marks.
- For group identification: groups are encouraged to list their official name on all promotional materials.
- For promotional products or clothing: The Block M affiliated group marks cannot appear next to or in the same visual space as other artwork.



2 3/8"



EPS marks are at the minimum size when you place them into a document.



Use a buffer space equal to the height of the "N" in "ALUMNI!" between the official network and certified vendor marks and other elements.



Stay engaged and connect to the many resources offered through the University and alumni community.

Pride Alumni Network



HOW TO USE MARKS FOR UMAA OFFICIAL PARTNERS AND SPONSORS

PLACEMENT

Place alumni official partner and proud sponsor marks at the top or bottom of a page/screen, where they aren't overshadowed by other elements.

MINIMUM SIZE

- 1.5" for all paper sizes
- 200 px on digital

BUFFER SPACE

Use a buffer space equal to the height of the "N" in "ALUMNI!"

REMEMBER

- Do not alter or combine these marks with any other marks.
- For group identification: groups are encouraged to list their official name on all promotional materials.
- For promotional products or clothing: The Block M affiliated group marks cannot appear next to or in the same visual space as other artwork.



2 3/8"



EPS marks are at the minimum size when you place them into a document.



Use a buffer space equal to the height of the "N" in "ALUMNI!" between the affinity group and certified vendor marks and other elements.

The advertisement for 'The Pillars of Prospect Park' features a collage of images showing the building's exterior, interior common areas, and a gym. The text is as follows:

THE PILLARS OF PROSPECT PARK
SENIOR LIVING | ASSISTED LIVING | MEMORY CARE

GET 2 MONTHS FREE RENT
IF YOU MOVE IN BY 3/1/23
Mention "POPP ALUMNI" when you inquire.

FOCUSED ON SUSTAINABILITY

At the Pillars of Prospect Park, we understand how crucial sustainability is right now and for future generations. We've taken important steps to support our environment, including:

- Rooftop garden
- Dedicated compost, trash and recycling chutes
- Ample bike racks and electric vehicle charging stations
- Participation in Xcel Energy's Energy Design Assistance program to monitor mechanical/electrical energy consumption.
- Street level amenity spaces complimenting the City of Minneapolis's Green on 4th initiative
- Harvesting rainwater for irrigation and creation of a roof/structural system designed for storm water rate control, as part of the Mississippi Watershed Management Organization Towerside District Storm System

At the bottom, there are three logos: a phone icon with 'CALL TO SCHEDULE YOUR TOUR TODAY!', 'THE PILLARS CHILD CARE', and the Alumni Association Official Partner logo.

A dark red banner at the bottom contains the text: SENIOR LIVING | ASSISTED LIVING | MEMORY CARE

At the very bottom, there are logos for 'OPPIDAN' and 'EBENEZER' along with the phone number 612.623.7000 and the website URL PILLARSENIORLIVING.COM/PROSPECTPARK.



THIRD-PARTY RELATIONSHIPS AND EXAMPLES

UMAA branding in the context of sponsors, partners, advertisers,
and affiliates; definitions; and examples

HOW TO THINK ABOUT UMAA BRANDING IN THE CONTEXT OF SPONSORS, PARTNERS, ADVERTISERS, AND AFFILIATES

Brand application should be consistent with and guided by the MOU between the University and UMAA.

As you develop a communication, think about the audience and what they need to know to accurately understand who the communication is coming from and who is taking the lead on providing the program resources. Ensure the branding reflects this.

So, if, for example, the UMAA is the one producing the communication and is solely funding or offering the program/event, the UMAA mark should be prominent.

If a program/event is led by the UMAA with external and/or internal partners or sponsors, that should be made clear to the audience.

When multiple external entities are equal partners with the UMAA on a program/event, it's recommended that those entities be conveyed in text—unless there is an agreement that identities must be used or there are other considerations, such as visibility for the business or the UMAA communities.

It is also preferred that program/event sponsors (both external and U) should be conveyed in text, though external entities may use marks if there is an agreement.

SPONSORSHIP & ADVERTISING VERBIAGE

Advertiser

Commonly used to describe a company that runs print or digital ads within the UMAA owned media channels. They typically don't have any other relationship with the UMAA other than this.

Brought to you by

- Reserved for referring to the UMAA.
- Brought to you by the University of Minnesota Alumni Association.
- Brought to you by the UMAA.

The MN Alumni Market is brought to you by the University of Minnesota Alumni Association.

Partner

Partner implies we have a stake/input in the creation of the product, event, or program. Examples would be the UMAA's relationship with Liberty Mutual, Pillars of Prospect Park, and others we co-brand with. Note: It's common to use this in conversation when describing a business relationship with the UMAA. In casual conversation, this is permitted. In formal communication, the use of partnership should be limited and reserved for only those with whom we are truly co-creating something with.

Powered by

Reserved for members/membership only. Rarely used in advertising or promotion.

- Events like today are powered by members like you.
- Send Off is powered by UMAA members.
- Membership powers everything we do.

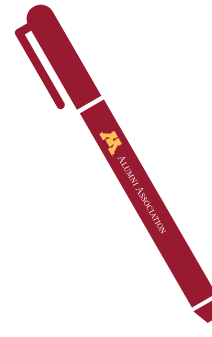
Presented by

Top tier sponsorship sold for a product or event. Usually a singular company.

Sponsors or sponsored by

Not the top tier sponsorship sold for a product or event. Usually many companies and is our most common descriptive of formal financial contracts with the UMAA.

EXAMPLE 1 : UMAA ONLY



For general pieces, use a UMAA mark to represent the Alumni Association or the block M Alumni mark to represent all alumni.

Lorem ipsum dolor sit amet

Aliquam sed ipsum sed tortor tempor lobortis vitae vitae neque. Mauris mauris tortor, placerat id tincidunt et, ullamcorper ut mi. Fusce eu cursus tellus. Sed ullamcorper vulputate mauris, id laoreet risus vestibulum nec.

Quisque erat nisi, imperdiet sit amet leo eget, scelerisque molestie quam. Ut sodales vestibulum vehicula. Mauris at lorem nisi. Mauris viverra leo ac turpis consequat, nec ullamcorper velit porttitor. Nunc fringilla feugiat eleifend. Aliquam auctor sagittis efficitur. Sed eget lacus mi.

MAURIS EU ULTRICIES TORTOR

Accumsan elit. Duis ullamcorper diam at ex lobortis iaculis. Nullam convallis lectus arcu, vel tempor eros gravida commodo. Proin molestie finibus diam, ac sagittis neque pellentesque eu.

Etiam efficitur pulvinar libero, in gravida neque laoreet sed. Praesent vel velit id nisi venenatis finibus. Integer sed

nisi sit amet nulla pulvinar imperdiet. Aliquam ultricies at neque vitae mattis. Quisque nec imperdiet ante, at congue justo.

FUSCE EGRET LOREM NON TORTOR

Aliquet efficitur. Integer molestie ante sit amet lectus consectetur facilis a elementum mi. In in mauris dolor. Maecenas eget tellus et urna venenatis auctor.

Cras accumsan metus ut nulla pellentesque suscipit. Morbi ultrices sit amet ex sit amet commodo.

Quisque scelerisque odio ac semper ultrices. Quisque in sagittis nisi. Ut volutpat lectus in quam consequat, at facilisis nisi dictum.

Viverra felis magna sodales enim, non dignissim justo justo sed justo. Etiam lorem risus, porttitor eget risus eget, accumsan gravida ex. Pellentesque habitant morbi tristique senectus et netus et malesuada fames ac turpis egestas.



EXAMPLE 2: LED BY UMAA + EXTERNAL PARTNERS OR SPONSORS



If a program/event is led by the UMAA, that should be made clear to the audience.

Any external partnership or sponsorship must be documented. When the agreement includes displaying that external entity's mark, see examples for how it should be done. If there is no specification for using the external entity's mark, then text should be used.

Note: each of the elements should be separate, not put together in a block.



UMAA mark + partners and/or supporters in text



EXAMPLE 3: U ALUMNI MARK + PARTNERS OR SPONSORS IF APPLICABLE

The U Alumni mark is used to represent all alumni. It conveys "we are proud alumni." This mark would be used most often on clothing or items used by alumni.

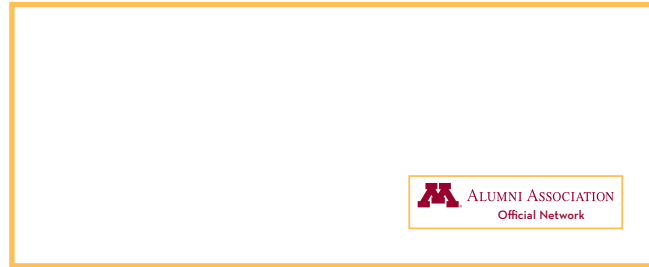
Partners and sponsors should be conveyed in text or external entity marks placed separately from the U Alumni mark.

Any external partnership or sponsorship must be documented. When the agreement includes displaying that external entity's mark, see examples for how it should be done. If there is no specification for using the external entity's mark, then text should be used.

Note: each of the elements should be separate, not put together in a block.



EXAMPLE 4 : UMAA AFFINITY GROUP



For general pieces, use the Alumni Affinity Group mark.

The affinity group name should be listed along with the affinity group mark, which connects the group to the alumni association.

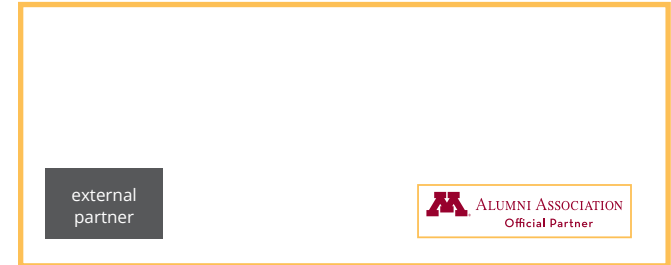


When an affinity group is partnered with a U entity, such as the University of Minnesota Marching Band, an affinity group mark may be used, but it is not needed.

EXAMPLE 5: LED BY EXTERNAL ENTITY WITH UMAA DESIGNATION

If a program/event is led by an external entity and UMAA is a partner or sponsor, the use of the UMAA mark should be accompanied with the accurate statement of that UMAA/third party relationship, e.g. Proud Sponsor or Official Partner, Official Senior Living Community.

An exception to this would be if the UMAA logo is clearly identified by the external group as a sponsor. For example, if they have a header that says "Thank you to our sponsors," the UMAA logo may be listed without the extra text identifier. See bottom left example.



THE PILLARS OF PROSPECT PARK
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- Street level amenity spaces complimenting the City of Minneapolis's Green on 4th initiative
- Harvesting rainwater for irrigation and creation of a roof/structural system designed for storm water rate control, as part of the Mississippi Watershed Management Organization Towerside District Storm System

CALL TO SCHEDULE YOUR TOUR TODAY!

THE PILLARS CHILD CARE

ALUMNI ASSOCIATION Official Partner

SENIOR LIVING | ASSISTED LIVING | MEMORY CARE

612.623.7000 | PILLARSENIORLIVING.COM/PROSPECTPARK

EXAMPLE 6: UMAA + ADVERTISER

Partners or sponsors
 External partner or sponsor
 External partner or sponsor

external
 partner/
 sponsor mark



If UMAA is communicating a message about an offer for an advertiser who will benefit financially, the Block M Alumni Association mark may be used to make it clear this is coming from UMAA, not the partner.

A Message From Our Sponsor

Lisa,

The Alumni Association is teaming up with Nerderly to help you achieve your business goals.

NERDERLY.

Nerderly is a premier digital product consultancy. As a collection of strategists, designers and technologists, Nerderly creates breakthrough digital products to help companies grow their revenue, outpace their market and connect with their customers. Nerderly is headquartered in the Twin Cities with offices in Chicago and Phoenix.

In a world where change happens faster than ever, Nerderly helps you thrive and build your company's future now — with results you never thought possible. Better yet, University of Minnesota alumni are leading the way.

Meghan Stiling is Nerderly's Chief Digital and Operating Office and proud Carlson School of Management alumna. Hear what she has to say about how Nerderly can bring transformational change to your organization.



“ Minnesota has had a big impact on who our Nerds are and how they bring experiences to life that win in the market, drive revenue and transformational change. ”

Get in touch with a digital product expert and learn more about life at Nerderly by visiting their website. Stay in the know and follow Nerderly on LinkedIn.

[View this message on the web.](#)

UNIVERSITY OF MINNESOTA
 ALUMNI ASSOCIATION



Extraordinary
 Opportunities

Dear University of Minnesota alumni,

Live in an urban oasis designed exclusively for seniors. Enjoy city living near the University of Minnesota campus in the heart of the Prospect Park neighborhood. The Pillars of Prospect Park features 283 apartments in a convenient and active area of the city. Choose from 229 independent and assisted living options, or 54 memory care apartments.

Located in the Prospect Park neighborhood, our Minneapolis senior living community offers an urban oasis. Just a stroll from the University of Minnesota campus or a short light-rail ride from downtown Minneapolis or St. Paul, you're steps away from exploring the city while enjoying the comfort of private, upscale apartments.

The Pillars is a trusted senior living organization serving families and individuals throughout Minnesota. Managed by Ebenezer Management Services, Minnesota's largest senior living operator, our services and care reflect the recognized standards that Ebenezer has established. We are proud to provide notable care to our local Minneapolis community.

[Schedule a visit at the Pillars of Prospect Park.](#)

THE PILLARS
 OF PROSPECT PARK



This email was sent to all Twin Cities Alumni.



UNIVERSITY OF MINNESOTA
ALUMNI ASSOCIATION

The University of Minnesota is an equal opportunity educator and employer.

Sponsorship and Advertising Guidelines

The purpose of these guidelines is to safeguard the integrity of the University of Minnesota name and brand. This includes ensuring Sponsorship partners align with the University and its values. Sponsorships and advertising on University or Associated Organization assets will be conducted in a manner that is consistent with the University's mission, vision, strategic plan, and shared values.

University units and Associated Organizations (as defined by the Board of Regents Policy) may not engage in relationships, nor use university marks and logos, in connection with other institutions of higher education or healthcare and healthcare-related providers in advertising or in a manner that suggests university or Associated Organization endorsement or promotion of that entity's goods or services without prior approval from University Relations.

DEFINITIONS

Advertisement is any monetized pre-contracted signage, label, packaging, imprint, logo, sales promotion activity, public relations material or events, printed page or material or other activity or communication that has the intent of promoting a non-University product, service, event, or organization.

Sponsorship is a relationship with an entity where that entity provides money, goods and/or services to the University or Associated Organization, and in return, the entity receives a contractual monetized acknowledgement or other quid pro quo benefit of the Sponsorship via television or radio broadcasts, signage, tickets, programs, other print material, the Internet.

CRITERIA

Potential Sponsors and Advertisers will be evaluated on a range of criteria. Potential Sponsors and Advertisers should not offer services that conflict with services currently being offered by the University. The University reserves the right to select or reject Sponsors. In addition, there are certain categories of Sponsorship and Advertising that are automatically excluded from consideration as listed below.

The University of Minnesota and its Associated Organizations **will not** receive Sponsorships or advertisements if the business or products sold are inconsistent with the University's mission and shared values. Excluded Advertising and Sponsorship categories are as follows:

- a. The prohibitions listed in the University *Brand Policy: Trademarks, Logos, Color, and Seal*
- b. Competitors of the University for university educational programs or university clinical healthcare services and clinical healthcare-related services.

PERMISSIBLE ACTIVITY

The University of Minnesota and its Associated Organizations **may** receive Sponsorships or advertisements from individuals or small entities that are owned or controlled by individuals, regardless of the industry. Nothing herein is intended to prevent the recognition of individuals who are associated with or alumni of the University.



BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents

February 9, 2024

AGENDA ITEM: University Performance and Accountability Report

Review

Review + Action

Action

Discussion

This is a report required by Board policy.

PRESENTERS: Interim President Jeffrey Ettinger
Rachel Croson, Executive Vice President and Provost

PURPOSE & KEY POINTS

The purpose of this item is to act on the University Performance and Accountability Report. This annual report provides the Board with the information needed to fulfill its accountability role. Throughout the year it is used as a reference guide to the University’s progress toward strategic goals.

Final proofreading continued after the Board reviewed the report in December. Additional data and information were also incorporated which resulted in some small corrections and adjustments. Key changes include:

- Cover page: Add “Published February 2024” to the final version of the PDF
- Page 8: We are a responsible steward of resources > Increased Student Employment > Change 13% increase to 15% increase
- Page 9: Commitment 1> Achieve goal ACT interquartile range > Change 'Current' value from 27-32 to 27-31
- Page 10: Commitment 2 > Achieve Carnegie Community Engagement designation: 2023/24 update: Change from “Work is underway and on track” to “Complete”; Progress: Change from green circle to green checkmark
- Page 10: Commitment 2 > Increase state funding: 2023/24 update: \$1.91B (2022-23 Biennium); Progress: Change from “N/A” to green circle
- Page 12: Commitment 4 > Increase Commitment and Dedication measure in Engagement Survey: 2023/24 update: Change from “Survey results available January 2024” to “74%”; Progress: Change from “N/A” to yellow circle
- Added peer comparisons for each campus:
 - Page 15: Crookston
 - Page 17: Duluth
 - Page 19: Morris
 - Page 21: Rochester
 - Page 23: Twin Cities

BACKGROUND INFORMATION

In 2000, the Board approved the creation of the University Plan, Performance, and Accountability Report. In its resolution, the Board noted that it “... holds itself accountable to the public for accomplishing the mission of the University” and that the report was to become the principal annual documentation of that accountability. The first report was published in 2001.

The report was codified as a fundamental planning document when the current Board of Regents Policy: *Board Operations and Agenda Guidelines* was adopted in 2002. In 2018, the Board changed the name to the University Performance and Accountability Report in response to the addition of the Systemwide Strategic Plan as a fundamental planning document in Board policy. It also added the requirement that progress in achieving the goals articulated in the University Progress Card be included as a component of the report each year.

INTERIM PRESIDENT’S RECOMMENDATION

The Interim President recommends approval of the resolution related to the University Performance and Accountability Report.



REGENTS OF THE UNIVERSITY OF MINNESOTA

RESOLUTION RELATED TO

University Performance and Accountability Report

WHEREAS, the Board of Regents (Board) and the president are entrusted with the responsibility in their oversight of the University of Minnesota (University) to be good stewards of the public interest, resources, and facilities; and

WHEREAS, it is the responsibility of the Board, in cooperation with the president, to identify and analyze the critical issues and challenges confronting the University; assess its operations; and evaluate the performance and success of its campuses and colleges; and

WHEREAS, it was resolved that the University Performance and Accountability Report shall publicly demonstrate the University's accountability for progress in reaching its stated goals and objectives; link planning, performance evaluation, and resource allocation at the system and campus/college level; illustrate and analyze longitudinal trends in key areas; provide a means to make comparisons with peer institutions; identify areas for continued work; and include progress made in achieving the goals articulated in the MPact 2025 Systemwide Strategic Plan; and

WHEREAS, on the recommendation of the executive vice president and provost, the president recommends that the Board approve the University Performance and Accountability Report.

NOW, THEREFORE, BE IT RESOLVED that the Board approves the University Performance and Accountability Report as submitted in the February 2024 Board of Regents docket materials.

UNIVERSITY PERFORMANCE AND ACCOUNTABILITY REPORT



Published February 2024



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LETTER FROM THE INTERIM PRESIDENT

Dear U of M community members and partners,

When I joined the University, I was glad to see that there was a comprehensive systemwide strategic plan in place, MPact 2025. It has provided me, and all of us, with a tool to track progress on our highest priority goals. When you look at our recent accomplishments, there is so much to be proud of.

Across our five campuses, 70% of enrolled freshmen are from Minnesota this fall. Also systemwide, our incoming class in the fall had the highest percentage of BIPOC students in our recorded history—nearly one-third of all freshmen. Upon graduation, nearly 92% of our students systemwide are employed or are continuing their education, and over two thirds of employed graduates work for an organization in Minnesota. Our Twin Cities campus recorded its second highest four-year graduation rate (74.5%). We topped \$1 billion in research awards for the third year in a row, and launched a record-setting 23 startup companies. And the list goes on.

These pages reflect our commitment—as a University of Minnesota System—to student success, to discovery and innovation, to collaboration with our many partners across the state, to community and belonging, and to fiscal stewardship. Our work in all these areas will continue with a firm resolve. As we continue to improve, we look forward to sharing more success stories in future years.



Sincerely,

A handwritten signature in black ink that reads "Jeff Ettinger". The signature is written in a cursive, flowing style.

*Jeff Ettinger,
Interim President*



FIVE STRONG CAMPUSES. ONE STRONG STATE.

The University of Minnesota System is one of the most comprehensive in the nation, with offerings to meet the interests of every student and the changing needs of our society. We're proud of our land-grant mission of world-class education, groundbreaking research, and community-focused engagement, and we are unified in our commitment to elevate Minnesota and beyond.

We promote student success.

Meeting all students where they are and maximizing their skills, potential, and well-being in a rapidly changing world.

ENROLLMENT AND GRADUATION

Serving Minnesota Students

70% of enrolled freshman systemwide are from Minnesota this fall. The past three years have been the highest years of MN high school graduate enrollment.

Continued Strong Demand

Systemwide, the University welcomed more than **68,000 students for the Fall 2023 semester**, the fourth highest enrollment in history. The Twin Cities campus saw the second highest enrollment with nearly 55,000 students.

Record-High Graduation Rates

The Duluth and Rochester campuses had the highest 4-year graduation rates ever recorded. The Twin Cities campus recorded the second highest 4-year and the overall highest 6-year graduation rates.

Student Career Outcomes

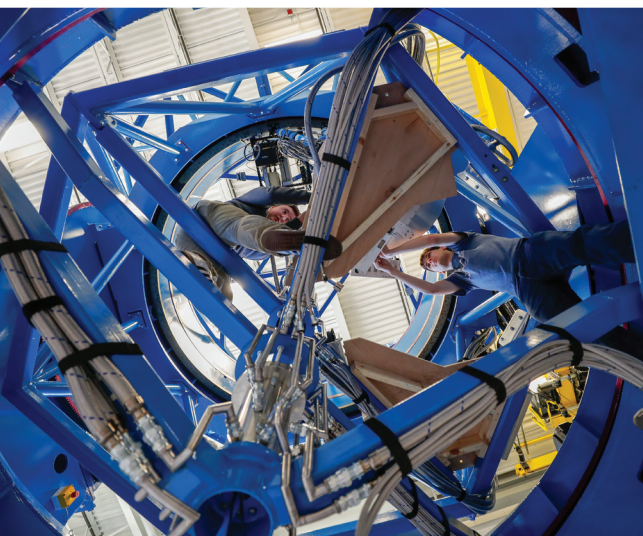
Nearly 92% of graduated students systemwide are employed or are continuing their education.

Systemwide, **over two thirds of employed graduates work** for a company or organization located in Minnesota.



We are a research and innovation powerhouse.

Channeling curiosity, investing in discovery to cultivate possibility, and innovating solutions while elevating Minnesota and society as a whole.



NATIONAL STANDING

Highest Ever National Ranking

The Twin Cities campus achieved its highest national universities ranking ever according to U.S. News and World Report, and continues to rank in the top 25 of public national universities.

- #53 in National Universities
- #23 in Top Public Schools

Research Impact

\$1 billion plus in research awards for the third year in a row; external research funding has increased 30% over the past five years.

CATALYZING INNOVATION

Record-Setting New Startups

The University launched **23 new startups**.

Industry Partnerships

\$131.4 million in industry sponsored awards is the University's 2nd highest total ever.

\$495.6 Million

In state-sponsored research over the past five years across all disciplines.

We serve the state and impact the world.

Inspired by Minnesota to improve people and places at world-class levels.

SUSTAINABILITY FOR MN AND THE WORLD

Meeting Sustainable Development Goals

#8 University in the U.S. overall



Ranked 2nd for promoting good health and well-being



Ranked 3rd for combating hunger, up two spots from 2022

INVESTING IN THE HEALTH OF MINNESOTANS

Increasing Medical School Funding

- #8 among U.S. public medical schools, up 5 spots from the previous year
- #21 among all U.S. medical schools, the University's highest ranking in 30 years

Based on funding received according to the NIH Blue Ridge Institute for Medical Research.

Enhancing Extension's Reach

Individual partnerships with Extension continue to rise, up 22 percent in the past two years to 1,724.



We are equitable, diverse, and inclusive.

Fostering a welcoming community that values belonging,
equity, diversity, and dignity in people and ideas.



CONTINUED COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

Students

Systemwide, the incoming Fall 2023 freshman class had the highest percentage of BIPOC students in recorded history, representing nearly one third of all freshmen.

Faculty & Staff

Newly hired faculty and staff who identify as BIPOC rose to a new high of nearly 25% systemwide, and the percentage of total BIPOC faculty and staff has risen more than 6 percentage points since 2012.

University Suppliers

In FY 23, the Office for Supplier Diversity grew the Targeted Business Directory from 78 businesses to 530. The directory lists suppliers that are owned and operated by BIPOC, women, and/or disabled individuals.

Investing in DEI Partnerships

More than 25% of the University's new private partnerships were committed to investment managers classified as emerging, minority- or woman-owned.



We are a responsible steward of resources.

Stewarding resources to promote access, efficiency, trust, and collaboration with the state, students, faculty, staff, and partners.

DIRECTING FUNDS TO STUDENTS

Expanding Student Aid

The University expanded the amount of student financial aid that does not need to be repaid to **\$307.3M, exceeding \$300M for the first time** and surpassing the MPact 2025 goal of \$304M.

Increased Student Employment

15% increase in University employment opportunities for undergraduate and graduate students over the past four years.

DIRECTING FUNDS TO MISSION

Investing in the University's Future

\$328 million in proceeds from the University's Long Term Capital Financing Program have been allocated to Board-approved projects; \$66 million of that supported projects in the past year, including upgrading the University's education and research buildings and utilities infrastructure.



UNIVERSITY PROGRESS CARD

Commitment 1: Student Success

Strategic Focus	Campus	Performance Drivers/Outcomes	Baseline	Current	2025 Goal	Progress
Systemwide enrollment	Twin Cities	Meet undergraduate enrollment goals for each campus.	30,907	30,469	33,000	●
	Twin Cities	Achieve interquartile ACT range.	25-31	27-31	25-31	●
	System	Increase percentage of MN H.S. graduates who attend U of M campuses as freshmen.	10.4%	10.6%	12%	●
Graduation rates	Twin Cities	Increase 4-year graduation rates.	72.7%	74.5%	76%	●
	Twin Cities	Increase 6-year graduation rates.	84.5%	85.0%	86%	●
	System	Reduce gap between 4-year and 6-year grad rates of Pell-eligible and non Pell-eligible students by 50%.	13.3% / 9.2%	9.7% / 10.2%	6.6% / 4.6%	●
Retention	Twin Cities	Increase freshman to sophomore retention rate.	93.5%	91.1%	94%	●
Institutional gift aid	System	Increase institutional gift aid for degree-seeking students by 10%.	\$281M	\$307.3M	\$304M	●
Student mental health	System	Develop and launch initiative by June 2021 (building on the existing Mental Health Learning Collaborative).	N/A	Complete	By June 2021	✓
Strengthen career outcomes and placement	System	Career success outcomes of UMN students will exceed national outcomes reported by NACE between 6 and 10%.	94%	91.8%	Maintain 6-10% above national average	●
Distributed learning models	System	Add one new distributed education program leveraging systemwide expertise each year.	Current Programs	NXT GEN BADGE and NXT GEN TEACH launching Fall 2024	One new program each year	●






✓ = Completed ● = Inside Targeted Range ● = Outside Targeted Range or Requiring Additional Attention ● = Not Completed

Commitment 2: Discovery, Innovation, and Impact

Strategic Focus	Campus	Performance Drivers/Outcomes	Baseline	Current	2025 Goal	Progress
Research Growth	Twin Cities	Increase research opportunities for all undergraduate students.	40.9% indicating participating in a research opportunity (SERU)	Next update 2024	Above 50%	N/A
	System/ Twin Cities	Target growth for sponsored awards of 5% per year (stretch 7%) for next 5 years. Maintain Top 10 public University expenditure ranking in HERD.	\$876M / 10th HERD ranking	\$1.13B / 12th in HERD ranking	\$1.1B / Top 10	●
	Twin Cities	Increase percentage of graduate students and postdocs employed in positions that use their degree.	98%	97%	Maintain 95% or above	●
	System	Grow start-ups per year.	19	23	25	●
	System	Increase industry sponsored awards.	\$81.6M	\$131.4M	\$109M	●
	Twin Cities	Elevate USNWR National Public rankings and Shanghai rankings.	#26 USNWR / #40 Shanghai	#23 USNWR / #44 Shanghai	Top 25 public in USNWR / Top 35 in Shanghai	●
	System	Achieve Carnegie Community Engagement designation.	UMM & UMTC	Complete	All campuses	✓
	System	Develop unified service, outreach, & engagement database and map.	Establish baseline Spring 2021	Complete	By December 2021	✓
	System	Increase state funding.	\$1.86B (20-21 Biennium)	\$1.91B (2022-23 Biennium)	Expand state partnership	●
	System	Increase state-sponsored research.	\$412M (over last five years)	\$495.6M	Increase 2021-2025 total	●









✓ = Completed ● = Inside Targeted Range ● = Outside Targeted Range or Requiring Additional Attention ● = Not Completed

Commitment 3: MNtersections

Strategic Focus	Campus	Performance Drivers/Outcomes	Baseline	Current	2025 Goal	Progress
Medical School ranking	System	Elevate NIH Blue Ridge ranking each year.	27	21	Top 25	
Technology innovation	System	Increase the number of med-tech / health science disclosures each year.	239	210	Increase year over year	
Leading health care delivery models	System	Improved patient experience scores year over year.	82.6%	89.4%	85% of patients recommend UMN	
Sustainability leadership	System	Increase Times Higher Ed Sustainability Development Goal Ranking, including but not limited to climate action, clean water, and land ecosystems.	Submit baseline data by Fall 2021	Overall 101-200 range	N/A	
	System	Achieve Gold STAR rating.	Duluth and Morris	Morris and Twin Cities achieved; Crookston expected 2024.	All campuses	
Climate action plan for 2030	Each campus and systemwide	Establish next generation climate action plans for 2030.	N/A	Twin Cities, Duluth complete. Rochester to be completed June 2024.	By 2025	
Ag-innovation and partnerships	System	Increase number of food, ag-tech, and natural resource-related disclosures.	33	56	Increase year over year	
	System	Actively participate in industry and government food, ag, and natural resource-related initiatives and partnerships.	Actively participating	Actively participating	Continue participating	






 = Completed
  = Inside Targeted Range
  = Outside Targeted Range or Requiring Additional Attention
  = Not Completed

Commitment 4: Community and Belonging

Strategic Focus	Campus	Performance Drivers/Outcomes	Baseline	Current	2025 Goal	Progress
Recruit diverse students, faculty and staff	System	Increase percentage of BIPOC / underrepresented (ethnicity) undergraduate students in the freshmen class.	26.1% BIPOC / 15.5% under-represented	32.3% BIPOC / 20.5% under-represented	Increase year over year	
		Increase percentage of BIPOC / underrepresented (ethnicity) incoming professional and graduate students.	21.9% BIPOC / 14.6% under-represented	22.0% BIPOC / 14.9% under-represented	Increase year over year	
		Increase percentage of BIPOC / underrepresented (ethnicity) faculty hired year over year.	18.9% BIPOC / 11.8% under-represented	19.7% BIPOC / 11.9% under-represented	Increase year over year	
		Increase percentage of BIPOC / underrepresented (ethnicity) staff hired year over year.	26.9% BIPOC / 18.3% under-represented	26.5% BIPOC / 18.9% under-represented	Increase year over year	
Reduce disparities among underrepresented groups	Twin Cities	Decrease 4-year and 6-year graduation gaps between white and BIPOC students.	7.9% four-year / 3.3% six-year	4.7% / 3.2%	4% / 1.7%	
Climate survey	Twin Cities	Increase percentage of students with a favorable sense of belonging (Climate survey; SERU; "Agree I feel I have a sense of belonging to my campus")	86.4%	Next update 2024	Increase year over year	
Job satisfaction	System	Increase commitment and dedication measure in Engagement Survey.	75%	74%	77%	
Institutional history	System	Complete Board of Regents April 2019 charge.	N/A	Complete	By June 2021	

 = Completed
  = Inside Targeted Range
  = Outside Targeted Range or Requiring Additional Attention
  = Not Completed

Commitment 5: Fiscal Stewardship

Strategic Focus	Campus	Performance Drivers/Outcomes	Baseline	Current	2025 Goal	Progress
Student debt	System	Ensure average student debt for those who borrow is under the national average by at least \$2,500.	\$27,864 (\$2,155 below national average)	\$27,913 (\$1,545 below national average)	\$2,500 below national average	
On-campus employment	System	Increase on-campus employment opportunities for all students each year.	13,349	15,380	Increase year over year	
Targeted student aid	System	Create tuition free program for undergraduate students by 2021.	N/A	Complete	By Fall 2021	
Administrative costs	System	Promote operational efficiencies by maintaining spending on administration at 10 to 11.6% of total expenditures.	11.6%	11.4%	N/A	
Continuous improvement	System	Institute annual reporting effort of continuous improvement practices systemwide.	N/A	PEAK Phase 2 begins January 2024	By June 2022	

 = Completed
  = Inside Targeted Range
  = Outside Targeted Range or Requiring Additional Attention
  = Not Completed

UNIVERSITY OF MINNESOTA CAMPUSES

The University of Minnesota System has five distinct campuses—Crookston, Duluth, Morris, Rochester, and Twin Cities—serving all regions of the state. Each campus has unique strengths, enriched by its surrounding communities, and all are focused on meeting the needs of students and the state. Discover the signature offerings of each of our campuses at system.umn.edu/campuses.



CROOKSTON CAMPUS AT A GLANCE

The University of Minnesota Crookston is known for its focus on experiential learning, and the campus is also one of the nation’s pioneers in online and distance education.

Student Enrollment (Fall 2023)

Undergraduate	1,650
Non-degree	868

Total Students 2,518

Degrees Awarded (2022-2023)

Bachelor's	359
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Numbers of Employees (Fall 2023)

Direct Academic Providers	110
Higher Ed Mission Support	61
Intercollegiate Athletics	29
Facilities Related Jobs	24
Organizational Support	61
Leadership	3

Total Employees: 288

Campus Physical Size (2023)

Number of Buildings	41
Assignable Square Feet	482,375

Total Expenditures (FY2023)

\$45 million



CROOKSTON CAMPUS

Comparison Group Institutions

For planning and assessment benchmarking, Crookston has identified the following public research universities for primary comparison.

Institution	4-year graduation rate	Rank	6-year graduation rate
SUNY College of Agriculture and Technology at Cobleskill	51%	1	55%
University of Minnesota-Crookston	43%	2	53%
University of Wisconsin-River Falls	41%	3	59%
Northern State University	40%	4	59%
Northwest Missouri State University	40%	4	53%
The University of Tennessee-Martin	38%	6	53%
University of Pittsburgh-Johnstown	36%	7	48%
Lake Superior State University	31%	8	49%
University of Wisconsin-Platteville	31%	8	61%
Southwest Minnesota State University	27%	10	40%
Indiana University-Kokomo	26%	11	41%
Northwestern Oklahoma State University	18%	12	27%
Comparison Group Average	35%		50%

Class matriculating 2016

Source: Integrated Postsecondary Education Data System (IPEDS)

Graduation rates reported to the national database (IPEDS) have a two-year lag and count only students who matriculated at and graduated from the same campus. The rates presented above will differ from those included in the Progress Card, which reports graduation rates based on students graduating from any campus in the system, regardless of transfer activity. Using this methodology, the Crookston campus would have a 49% four-year graduation rate and a 59% six-year graduation rate for the class matriculating in 2016.



DULUTH CAMPUS AT A GLANCE

The University of Minnesota Duluth is a highly ranked medium-sized regional university with a strong emphasis on the environment and sustainability, and a global reputation for natural resources and freshwater research.

Student Enrollment (Fall 2023)

Undergraduate	7,475
Graduate	564
Professional	237
Non-Degree	1,074

Total Students 9,350

Degrees Awarded (2022–2023)

Bachelor's	1,912
Master's	202
Doctoral and Professional	3

Total Degrees Awarded 2,117

Numbers of Employees (Fall 2023)

Direct Academic Providers	633
Fellows, Trainees & Students in Academic Jobs	218
Higher Ed Mission Support	253
Intercollegiate Athletics	51
Facilities Related Jobs	152
Organizational Support	421
Leadership	16

Total Employees 1,744

Campus Physical Size (2023)

Number of Buildings	107
Assignable Square Feet	2,001,272

Total Expenditures (FY2023)

\$275 million



DULUTH CAMPUS

Comparison Group Institutions

The Duluth campus has identified the following public research universities for primary comparison.

Institution	4-year graduation rate	Rank	6-year graduation rate
California Polytechnic State University-San Luis Obispo	60%	1	85%
College of Charleston	57%	2	65%
University of North Carolina at Charlotte	48%	3	70%
University of Minnesota-Duluth	43%	4	62%
University of Northern Iowa	43%	4	64%
Western Washington University	42%	6	65%
South Dakota State University	42%	6	59%
University of Massachusetts-Dartmouth	39%	8	55%
Southern Illinois University-Edwardsville	34%	9	52%
Minnesota State University-Mankato	30%	10	52%
Western Michigan University	28%	11	55%
University of Michigan-Dearborn	27%	12	56%
Comparison Group Average	41%		62%

Class matriculating 2016

Source: Integrated Postsecondary Education Data System (IPEDS)

Graduation rates reported to the national database (IPEDS) have a two-year lag and count only students who matriculated at and graduated from the same campus. The rates presented above will differ from those included in the Progress Card, which reports graduation rates based on students graduating from any campus in the system, regardless of transfer activity. Using this methodology, the Duluth campus would have a 46% four-year graduation rate and a 68% six-year graduation rate for the class matriculating in 2016.



MORRIS CAMPUS AT A GLANCE

The University of Minnesota Morris is a public liberal arts college where students work closely with faculty and mentors to shape an education that prepares them for challenging graduate programs, productive careers, and deep civic engagement.

Student Enrollment (Fall 2023)

Undergraduate	980
Non-degree	40

Total Students 1,020

Degrees Awarded (2022-2023)

Bachelor's	226
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Numbers of Employees (Fall 2023)

Direct Academic Providers	129
Fellows, Trainees & Students in Academic Jobs	1
Higher Ed Mission Support	64
Intercollegiate Athletics	25
Facilities Related Jobs	46
Organizational Support	89
Leadership	6

Total Employees 360

Campus Physical Size (2023)

Number of Buildings	37
Assignable Square Feet	601,040

Total Expenditures (FY2023)

\$53 million



MORRIS CAMPUS

Comparison Group Institutions

The Morris campus has identified the following public research universities for primary comparison. These peer institutions come closest to aligning with the Morris campus's distinctive identity as a public liberal arts college. Comparable peers are listed in the table; aspirational peers are listed in the footnote.

Institution	4-year graduation rate	Rank	6-year graduation rate
Concordia College at Moorhead (PR)	65%	1	69%
St. Mary's College of Maryland (PR)	60%	2	71%
Coe College (PR)	60%	2	65%
SUNY at Purchase College (P)	58%	4	67%
Lycoming College (PR)	55%	5	64%
Massachusetts College of Liberal Arts (P)	49%	6	56%
Albion College (PR)	48%	7	59%
University of Minnesota-Morris (P)	48%	7	58%
University of North Carolina at Asheville (P)	44%	9	59%
University of Maine at Farmington (P)	39%	10	53%
University of Virginia's College at Wise (P)	24%	11	45%
Comparison Group Average	50%		61%
Aspirational Peer Average* (PR)	77%		82%

Class matriculating 2016

Source: Integrated Postsecondary Education Data System (IPEDS)

Public = (P) Private = (PR)

*Aspirational peer institutions 4-year/6-year graduation rates: Macalaster College (83%/88%), St. Olaf College (82%/85%), DePauw University (75%/79%), Gustavus Adolphus College (73%/76%), Kalamazoo College (71%/80%)

Graduation rates reported to the national database (IPEDS) have a two-year lag and count only students who matriculated at and graduated from the same campus. The rates presented above will differ from those included in the Progress Card, which reports graduation rates based on students graduating from any campus in the system, regardless of transfer activity. Using this methodology, the Morris campus would have a 50% four-year graduation rate and a 63% six-year graduation rate for the class matriculating in 2016.



ROCHESTER CAMPUS AT A GLANCE

The University of Minnesota Rochester prepares health sciences professionals and maintains unique collaborations with world-renowned medical organizations in the community.

Students Served (Fall 2023)

Undergraduate	568
Non-degree	20
Nursing partnership programs*	116
Graduate and Professional partnership programs*	228
Total Students Served	932

Degrees Awarded (2022–2023)

B.S. (Health Science)	134
B.S. (Health Professions)	25

Total Degrees Awarded 159

Partnership Degrees (2022-23)**

Nursing partnership programs	26
Graduate and Professional partnership programs	51

Numbers of Employees (Fall 2023)

Direct Academic Providers	43
Fellows, Trainees & Students in Academic Jobs	5
Higher Ed Mission Support	31
Facilities Related Jobs	0
Organizational Support	19
Leadership	5

Total Employees 103

Campus Physical Size (2023)

Number of Buildings (leased)	6
Assignable Square Feet	272,382

Budget Expenditures (FY2023)

\$26 million



*Students not officially enrolled at UMN Rochester but who participate in a partnership program between UMN Rochester and another UMN campus. These students are included in official enrollment of other UMN campuses.

**Degrees are awarded by a degree-granting UMN institution through a partnership program. These degrees are included in official degrees awarded for other UMN campuses.

ROCHESTER CAMPUS

Comparison Group Institutions

The Rochester campus has identified the following public research universities for primary comparison. The group includes newer institutions that value innovation; health and community connections; pedagogical and faculty research emphasis; and student demographics and institutional commitments to diversity, access, and equity.

Institution	4-year graduation rate	Rank	6-year graduation rate
University of New Hampshire at Manchester	60%	1	69%
New College of Florida	54%	2	63%
University of Minnesota-Rochester	54%	2	59%
College of the Atlantic	52%	4	58%
MCPHS University	50%	5	62%
Albion College	48%	6	59%
University of California-Merced	44%	7	67%
Western Washington University	42%	8	65%
Florida Polytechnic University	31%	9	47%
Arizona State University-Polytechnic*			
Comparison Group Average	48%		61%

Class matriculating 2016

Source: Integrated Postsecondary Education Data System (IPEDS)

**Arizona State University does not disaggregate their Polytechnic campus data for IPEDS reporting.*

Graduation rates reported to the national database (IPEDS) have a two-year lag and count only students who matriculated at and graduated from the same campus. The rates presented above will differ from those included in the Progress Card, which reports graduation rates based on students graduating from any campus in the system, regardless of transfer activity. Using this methodology, the Rochester campus would have a 56% four-year graduation rate and a 66% six-year graduation rate for the class matriculating in 2016.



TWIN CITIES CAMPUS AT A GLANCE

The University of Minnesota Twin Cities is the flagship campus and one of five university campuses in the nation with schools of engineering, medicine, veterinary medicine, law, and agriculture all in one campus.

Student Enrollment (Fall 2023)

Undergraduate	30,469
Graduate	11,233
Professional	3,904
Non-degree	9,284

Total Students 54,890

Degrees Awarded (2022–2023)

Bachelor's	7,640
Master's	3,100
Doctoral & Professional	1,804

Total Degrees Awarded 12,544

Numbers of Employees (Fall 2023)

Direct Academic Providers	7,267
Fellows, Trainees and Students in Academic Jobs	6,142
Higher Ed Mission Support	4,207
Intercollegiate Athletics	192
Facilities Related Jobs	1,195
Organizational Support	5,962
Leadership	215

Total Employees 25,180

Campus Physical Size (2023)

Minneapolis	No. of Buildings	193
	Assignable Sq Ft	12,389,340
Saint Paul	No. of Buildings	157
	Assignable Sq Ft	2,548,259

Total Expenditures (FY2023)

\$4.4 billion



TWIN CITIES CAMPUS

Comparison Group Institutions

The Twin Cities campus has identified the following public research universities for primary comparison. While these institutions are among the most similar in size and complexity to the Twin Cities campus and the best available for comparison, the institutions have significant differences. Notably, the Twin Cities campus comparison group includes the very best public research universities in the United States. In using this peer group as a benchmark, the campus intentionally measures itself against the highest standards in the nation.

Institution	4-year graduation rate	Rank	6-year graduation rate
University of Michigan-Ann Arbor*	81%	1	93%
University of Maryland-College Park	74%	2	89%
University of Minnesota-Twin Cities*	73%	3	84%
Indiana University-Bloomington	72%	4	81%
University of Illinois Urbana-Champaign*	72%	4	85%
University of Wisconsin-Madison*	71%	6	89%
Rutgers University-New Brunswick	70%	7	84%
Ohio State University-Main Campus*	69%	8	88%
Pennsylvania State University-Main Campus*	69%	8	83%
Michigan State University	63%	10	82%
Purdue University-Main Campus	62%	11	83%
University of Iowa	55%	12	74%
University of Nebraska-Lincoln	46%	13	65%
Big Ten Public Group Average	67%		83%
University of California-Los Angeles*	84%		92%
University of California-Berkeley*	82%		94%
University of Florida*	72%		90%
The University of Texas at Austin*	72%		88%
University of Washington-Seattle Campus*	71%		84%
Comparison Group Average	74%		88%

Class matriculating 2016

Source: Integrated Postsecondary Education Data System (IPEDS)

*Twin Cities Peer Group Institution

Graduation rates reported to the national database (IPEDS) have a two-year lag and count only students who matriculated at and graduated from the same campus. The rates presented above will differ from those included in the Progress Card, which reports graduation rates based on students graduating from any campus in the system, regardless of transfer activity. Using this methodology, the Twin Cities campus would have a 73% four-year graduation rate and a 85% six-year graduation rate for the class matriculating in 2016.

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BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents

February 9, 2024

AGENDA ITEM: University of Minnesota and Fairview Health Services: Letter of Intent

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

This is a report required by Board policy.

PRESENTERS: Interim President Jeffrey Ettinger
Myron Frans, Senior Vice President
Jakub Tolar, Dean of the Medical School and Vice President for Clinical Affairs

PURPOSE & KEY POINTS

The purpose of this item is to review and act on a non-binding letter of intent (Non-Binding LOI) to be signed by the University, University of Minnesota Physicians (UMP), and Fairview Health Services (Fairview). The Non-Binding LOI signals agreement to advance discussions toward creating a new relationship centered around the University’s eventual ownership and control of the University of Minnesota Medical Center and allowing the parties to begin the next steps of necessary due diligence around such relationship.

The Non-Binding LOI has been approved by the governing boards of Fairview and UMP.

The LOI supports the University’s [Five-Point Plan for the Future of Academic Health](#), which was articulated in January 2023 and presented to the Governor’s Task Force on Academic Health in December 2023.

BACKGROUND INFORMATION

Since 1997, an academic affiliation agreement between the University and Fairview has ensured that Medical School faculty, practicing through UMP, have access to an academic medical center housed within the Fairview system, facilitating training of residents, and ensuring Minnesotans have access to clinical trials as well as specialized health care.

INTERIM PRESIDENT’S RECOMMENDATION

The Interim President recommends approval of the resolution related to the Non-Binding Letter of Intent with Fairview Health Services.



REGENTS OF THE UNIVERSITY OF MINNESOTA

RESOLUTION RELATED TO

Non-Binding Letter of Intent with Fairview Health Services

WHEREAS, in late 2023, the University of Minnesota (University) and Fairview Health Services (Fairview) each gave reciprocal notices of their intent not to renew the 1997 Academic Affiliation Agreement and related agreements between the parties when they end, by their terms, on December 31, 2026; and

WHEREAS, the University viewed its notice to Fairview around the 1997 Academic Affiliation Agreement as an affirmation of a commitment to work with Fairview to redesign the parties' joint public health mission for the years beyond 2026, recognizing that any such notice, while a contractually required formality carrying legal consequences for both parties, serves as a challenge to all concerned to work together to build a better future for Minnesota's public health; and

WHEREAS, the University and Fairview have been engaging in good faith discussions around a redesigned relationship and have prepared a Non-Binding Letter of Intent (Non-Binding LOI), attached to this resolution, that reflects the parties' interest in advancing discussions around creating a new relationship, centered around the University's eventual ownership and control of the University of Minnesota Medical Center, and that allows for the parties to begin the next steps of necessary due diligence around such relationship.

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents as follows:

1. The Non-Binding LOI is approved.
2. The Interim President or delegate are hereby authorized to execute, deliver, and enter into, on behalf of the University, the Non-Binding LOI.

LETTER OF INTENT

THIS LETTER OF INTENT (the “**LOI**”) is made and entered into as of February _____, 2024 (the “**Effective Date**”), by and among Fairview Health Services (“**Fairview**”), the Regents of the University of Minnesota (“**University**”), and University of Minnesota Physicians (“**UMPhysicians**”) (Fairview, University, and UMPhysicians each is referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, the Parties have been engaged in discussions regarding defining a new relationship and a proposal pursuant to which they would enter into a transaction involving University acquiring directly and/or through a controlled affiliate, the ownership, operation, and control of certain Fairview assets, as further detailed herein (the “**Proposed Transaction**”); and

WHEREAS, the Parties wish to set forth certain binding and non-binding understandings and business terms intended by the Parties with respect to the Proposed Transaction, as further set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this LOI, the Parties agree as follows:

1. Terms of the Proposed Transaction. During the Term of this LOI, the Parties will work collaboratively to negotiate **Definitive Agreements** (as described below) pursuant to which the Parties will consummate the Proposed Transaction, consistent with the Parties’ intentions as set forth in the Term Sheet attached hereto as Attachment A, which is incorporated herein by reference.
2. Existing Agreements. Under the Proposed Transaction, the Parties intend to define a new relationship relative to UMMC assets (defined in Attachment A) and their operations. Correspondingly the Parties shall fully perform and comply with the terms of currently existing agreements between them, but as set forth in this LOI, such existing agreements will be terminated or superseded to support the Proposed Transaction, all as more specifically set forth in the Definitive Agreements.
3. Confidentiality. The Parties have entered into a Nondisclosure Agreement dated September 22, 2023 (“NDA”). The Parties will continue to abide by the terms of the NDA with respect the Proposed Transaction, provided that it is understood that this LOI will be publicly disclosed as part of the process of obtaining Board of Regents approval, following presentation to and approval by, the Fairview Board and the UMPhysicians Board. The Parties specifically agree not to disclose or otherwise publish any other confidential information of another Party covered by the NDA concerning the Proposed Transaction, whether by press release, conversation or otherwise, to any third party without the consent in writing of the

other Party; except (a) as may be required by law or lawful obligations, including without limitation under Minnesota's Data Practices Act, (b) to such Party's professional advisers or providers of credit to whom disclosure may be required in order to consummate the Proposed Transaction; or (c) as may be reasonably required in liaising with public officials in order to achieve the Proposed Transaction, with the understanding that the Parties will work together appropriately on messages and/or communications in order to support the Proposed Transaction. If any Party receives a request or demand, by subpoena, civil investigative demand, or otherwise, for any information obtained pursuant to the NDA, it will promptly notify the other affected Party or Parties. Each Party will take all steps reasonably necessary to permit the assertion of all applicable rights and privileges with respect to such information and shall assist and cooperate with the other Parties in any action relating to maintaining the confidentiality of such information. It shall not be a violation of the NDA and this LOI to produce information covered by the NDA as provided above or if compelled to do so by court order. This Section 3 shall survive the expiration or earlier termination of this LOI.

4. Entire Agreement; Amendment. This LOI constitutes the entire understanding and agreement among the Parties with respect to the subject matter hereof, other than the existing NDA among the Parties that remains in effect as reflected herein. No modification, waiver, or amendment of any provision of this LOI shall be binding upon any Party unless it is in a writing signed by each Party.
5. Governing Law. This LOI shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without regard to its conflict of laws principles.
6. Assignment; Waiver. No Party may assign this LOI without the prior written consent of the other Party. No failure or delay by any Party in exercising any right under this LOI shall operate as a waiver of such right by that Party.
7. Fees and Expenses. Except as otherwise agreed to by the Parties, each Party is responsible for its own expenses and those of its respective agents, advisors, attorneys, and accountants with respect to carrying out of the negotiation of this LOI and the Definitive Agreements, regardless of whether the Definitive Agreements are executed.
8. Counterparts. This LOI may be executed in facsimile or PDF counterparts, each of which shall be deemed an original but each of which together shall constitute one and the same instrument.
9. Term and Termination. This LOI shall be effective as of the Effective Date and shall remain in effect until the earlier of: (a) the date on which the Parties enter into the Definitive Agreements or (b) the date of termination specified in a writing of a Party to the other Parties of its intent to terminate this LOI upon not less than thirty (30) days advance notice, or (c) September 30, 2024 (the "**Term**").

10. Notification. Notices or communications required or permitted to be given under this LOI shall be given to the respective Parties by hand or by email or by registered or certified mail (said notice being deemed given as of the date of mailing) at the following addresses unless a Party shall otherwise designate by notice:

If to Fairview: Fairview Health Services
2450 Riverside Ave
Minneapolis, MN 55454

Attn: James Hereford, President and CEO

If to University: Regents of the University of Minnesota
600 McNamara Alumni Center
200 Oak Street SE
Minneapolis MN 55455

Attn: Brian Steeves, Corporate Secretary

If to UMPHysicians: University of Minnesota Physicians
720 Washington Avenue, SE Suite 200
Minneapolis, MN 66414

Attn: Bevan Yueh, MD, MPH, Chief Executive Officer

11. Effect of Agreement. Except for paragraphs 2 through 14 of this LOI, which the Parties agree are binding agreements (“Binding Provisions”) regardless of whether the Parties enter into Definitive Agreements, this LOI and Attachment A are not binding on any Party, and do not create any enforceable legal rights or obligations, but rather signify the Parties desire to work towards establishing Definitive Agreements that will memorialize, in binding fashion, the understandings set forth in Attachment A, by no later than September 30, 2024, for presentation to their respective governing bodies for approval, and, contingent upon such approvals, execution of the applicable Definitive Agreements by the Parties by no later than December 31, 2024 or the earliest agreed date thereafter that proves feasible. The Parties will consider all key transition issues and develop an agreed-upon workplan with sufficient time to have an effective transition of operations and meet all regulatory requirements, including, but not limited to, Minnesota Attorney General review, by no later than December 31, 2024, or if that proves not feasible, then the earliest agreed feasible date.

None of the Parties shall be entitled to any recourse, in the form of damages, or otherwise, for expenses incurred or benefits conferred or lost before or after the Effective Date in the event that there is a failure, for any reason, of the Parties to enter into the Definitive Agreements; further, each Party shall be entitled to all rights and remedies at law, in equity or otherwise in the event of any breach of any obligation imposed by the Binding Provisions. The definitive terms and conditions

of the transactions will be as set forth in the Definitive Agreements, which once executed will supersede this LOI as well as all prior discussions and agreements among the Parties with respect to the subject matter of this LOI.

12. Press Release. The Parties shall work together to issue, and agree or align upon, any press release or other public announcement relating to this LOI, the Proposed Transaction or any Definitive Agreements. In addition, the Parties will coordinate and keep one another reasonably informed of public statements and other communications relative to the Proposed Transaction.
13. No Waiver or Modification The Parties agree that nothing contained in this LOI or Attachment A or otherwise shall be deemed to have waived or modified any of their rights or remedies under or in connection with the current agreements between the Parties, including without limitation the Academic Affiliation Agreement, Master Academic Health System Agreement, Master Professional and Related Services Agreement, Branding and Marketing Agreement, or any other agreements between or among any of them until terminated via the process described in this LOI. Accordingly, until and unless modified by written agreement of the relevant Parties in accordance with the terms of any applicable such Agreement, each Party will fully perform and comply with the terms, thereof, and each Party hereby expressly reserves all rights and remedies thereunder.
14. No Assignment; No Third-Party Beneficiary. The only Parties to this LOI are the University, UMPPhysicians and Fairview. This LOI may not be assigned by any party, by operation of law or otherwise, without the prior written consent of the other Parties. No person or entity is intended or shall be deemed or determined to be a third-party beneficiary of this LOI.

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this LOI as of the Effective Date.

FAIRVIEW HEALTH SERVICES

By: _____

Name: James Hereford
Its: President and CEO

REGENTS OF THE UNIVERSITY OF MINNESOTA

By: _____

Name: Jeff Ettinger
Its: Interim President

By: _____

Name: Jakub Tolar, M.D., Ph.D.
Dean Medical School
Vice President for Clinical Affairs

UNIVERSITY OF MINNESOTA PHYSICIANS

By: _____

Name: Bevan Yueh, M.D., MPH
Its: Chief Executive Officer

ATTACHMENT A
Term Sheet

<p>1. Overview</p>	<p>A. The Proposed Transaction will result in University acquiring (directly and/or through a controlled affiliate) 100% ownership, operation, and control of Fairview’s facilities, business, assets and operations comprising the University of Minnesota Medical Center, including: East Bank hospital, West Bank hospital, Masonic Children’s Hospital, Fairview’s interest in University of Minnesota Clinics and Surgery Center (“CSC”), and such appurtenant, ancillary, functionally integral, parking or other assets and assembled workforce as the Parties may agree (collectively “UMMC”).</p> <p>B. The Proposed Transaction will include a “Transition Period” during which Fairview and University will have shared economic interests and governance rights in UMMC (the “Transition Structure”) as described herein. The Transition Period will begin with the First Closing (on or before December 31, 2024 or the earliest agreed date that is feasible, given necessary regulatory approvals) and end with the Second Closing, as described below. (the “Transition Period”).</p> <p>C. The Transition Period will end with the Second Closing, and the Second Closing shall occur on December 31, 2027, unless during the Transition Period the Parties agree in writing upon an earlier Second Closing date.</p> <p>D. The Proposed Transaction also will involve creating a new affiliation and operational relationship between the University, UMPhysicians and Fairview (the “New Affiliation”). The strategic objectives of the Parties will be furthered by certain ancillary agreements among the Parties, as further detailed herein. Overall, the Parties intend to create a framework for the New Affiliation where (1) they will be separate independent organizations but will have shared</p>
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	<p>governance and operational oversight over Newco (as defined in Section 2 below) during the Transition Period as reflected herein, (2) UMPHysicians will have defined roles and authorities that are appropriate and consistent with the then-applicable branding conventions for those identified service lines at Fairview’s community hospitals that are agreed to by the Parties, and (3) the Parties anticipate having a preferred relationship where patients in the Fairview system have access to and are referred appropriately for complex or tertiary and quaternary care to UMPHysicians and/or UMMC’s academic medical center and Clinics and Surgery Center based on service, access and other measures, with a process for transition of care back to the appropriate community hospital or ambulatory site that is seamless, high quality and promotes an optimal patient experience.</p> <p>E. All organizations agree on the critical importance of the providers and team members who support the care and operations at UMMC. The Parties agree that no changes to employer or employment home are anticipated during this time as the Parties work towards an agreement on shared management and governance (to begin with the First Closing). The Parties commit to working collaboratively with staff on any transitions of employment home that might be necessary as the Parties approach the Second Closing and transition to full ownership by the University, anticipated by December 31, 2027. The mutual goal will be a seamless experience for both patients and staff as ownership and governance change.</p>
<p>2. Transition Structure</p>	<p>A. During post-LOI due diligence, (a) the University will determine the legal structure for holding its interest in UMMC, and (b) the Parties will determine the Transaction Structure, i.e. the legal terms and entity structure for owning and operating UMMC during the Transition Period, which shall include the creation of a new joint entity</p>

	<p>(“Newco”) or other alternative structure that reflects the goals of the Parties including addressing financial sustainability and considerations in connection with the transition, e.g., provider numbers, payer contracts, bond covenants, etc. This shall also include terms consistent with the intent to afford, consistent with this LOI, each Party all (except as may otherwise be agreed) the benefits, economic rights and obligations (including, but not limited to, those as to operating gains/losses, capital investments and contractual obligations), that would be reflected under a shared ownership of or membership interest in the UMMC assets and business as defined herein, reflecting 49% Fairview interest (the “Fairview Transition Interest”) and 51% University interest (the “University Transition Interest”), and with governance rights as set forth in Section 3 below. The Parties further agree that the Definitive Agreements will include a specific capital plan for NewCo for the Transition Period.</p> <p>B. The University will pay Fairview 51% of the agreed Purchase Price at the time of the “First Closing” by which it acquires the interests described in Section 2.A.</p> <p>C. The Parties acknowledge that Fairview desires to leave its existing debt outstanding during the Transition Period.</p> <p>D. The existing agreements between the Parties will be terminated or superseded by the appropriate agreements supporting the Transaction Structure as are set forth in the Definitive Agreements. As part of the post LOI due diligence, the Parties will determine the appropriate contractual relationship to support the operations of Newco or other alternative legal structure during (1) the Transition Period, and (2) for periods thereafter as the Parties may mutually agree , including professional services, clinical services, administrative support services, and other</p>
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	<p>areas that may be provided by Fairview or UMPPhysicians.</p>
<p>3. Governance</p>	<p>A. During the Transition Period:</p> <ul style="list-style-type: none"> i. UMMC will be governed by a board of managers or directors (the “Newco Board”). ii. Members of the Newco Board will be appointed 50% by Fairview (the “Fairview Representatives”) and 50% by the University (the “University Representatives”). iii. All members of the Newco Board will have a fiduciary duty to Newco. iv. The powers and authority of the Newco Board will be subject to reserved powers, supermajority rights, and gridlock dispute resolution processes typical and customary for shared ownership transactions or as otherwise agreed by the Parties. v. The Newco Board will appoint the Chief Executive Officer (CEO) who will identify the Newco management team, considering the management services provided by Fairview as set forth herein. The Parties agree that the CEO and management team will be exclusively dedicated to Newco unless otherwise determined by the Newco Board and be appropriately qualified and have demonstrated experience in the management of academic medical center facilities and services. <p>B. After the Transition Period, upon the sale of the Fairview Transition Interest in Newco (49%) to the University at the “Second Closing,” the Newco Board will be dissolved or modified and full governance authority in Newco and UMMC assets will be held by University (and/or its controlled affiliate). For</p>

	<p>the avoidance of doubt, the Proposed Transaction does not provide University, UMPPhysicians, or any other entity other than Fairview any new powers or authority with respect to any Fairview assets or operations outside those described in the transfer of ownership of UMMC as reflected in Section 1.</p> <p>A. Any such powers or authority after the Transition Period relative to either Party will be as mutually agreed by the Parties and included in the Definitive Agreements associated with the Proposed Transaction.</p>
<p>4. Purchase Price</p>	<p>A. Each of Fairview and University will conduct its own independent valuation analysis and the Parties will negotiate a mutually agreeable enterprise value, to be specified in the Definitive Agreements, for 100% of the UMMC facilities, assets, business and operations on a cash-free, debt free basis and assuming the ownership of UMMC conveys with a normal level of net working capital (the “Enterprise Value”). The Parties understand that (1) Fairview’s position is that a condition to moving forward with the Proposed Transaction is that the Purchase Price cannot be less than the amount of cash necessary to effectuate the defeasance of Fairview’s taxable and tax-exempt debt required to be satisfied upon the sale to Newco.; and (2) the University’s position is that it must first conduct due diligence and that it should not pay more than fair value irrespective of what may be the amount of outstanding debt. Accordingly, the due diligence, valuation and negotiation process described herein will determine as promptly as feasible whether there is a purchase price that is agreeable to both Parties.</p> <p>B. In determining the “Purchase Price,” Enterprise Value will be:</p> <ul style="list-style-type: none"> i. Increased by the actual level of cash or cash equivalents included in the

	<p>Proposed Transaction, as mutually agreed to and if any.</p> <ul style="list-style-type: none"> ii. Decreased by the actual level of any debt or debt like liabilities included in the Proposed Transaction, as mutually agreed to and if any. iii. Adjusted in light of the actual level of net working capital excess or deficiency included in the Proposed Transaction, if any, as compared with a “normalized” level for such a business enterprise. <p>C. The Parties will agree upon (1) customary valuation methodologies, and (2) any major special factors in the facts of the UMMC situation that must be considered in assessing Enterprise Value that will be used by both their valuation advisers and that will facilitate an “apples to apples” comparison of their results. Purchase Price will be structured and paid as follows:</p> <ul style="list-style-type: none"> i. The amount equal to the Purchase Price multiplied by the 51% University Transition Interest will be paid to Fairview upon the date University receives the University Transition Interest (the First Closing). ii. The amount equal to the Purchase Price multiplied by the 49% Fairview Transition Interest (the “Fairview Retained Value”) will be placed in escrow (the “Escrow”) at the time of the First Closing as security for the satisfaction of University’s obligation to purchase the 49% Fairview Transition as of the Second Closing, or other reasonably acceptable measures that provides certainty to Fairview’s bondholders of appropriate defeasance at the time of the Second
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	<p>Closing and do not violate Fairview's obligations.</p> <p>D. Upon the Second Closing Fairview shall have no further financial responsibility (except as to indemnification or other obligations set forth in the Definitive Agreements) for the operations of the UMMC assets, which shall be owned, controlled and operated by Newco (or, at its option, the University).</p>
<p>5. Academic Mission Support</p>	<p>A. The Parties will agree on the amounts of mission support to be paid by (1) Fairview and (2) Newco to the University and UMPPhysicians during the Transition Period which will reflect the Transaction Structure. ,</p>
<p>6. Provider- Based Clinic Conversion</p>	<p>A. Promptly after the execution of this LOI, the Parties will begin working together to seek to obtain from CMS a waiver along with completing any necessary attestation processes that could allow CSC clinics to operate and bill as provider-based clinics in accordance with applicable standards.</p>
<p>7. Branding</p>	<p>A. The use of University marks, such as the Block M, will continue to be used during the Transition Period per the framework of the current agreements among the Parties but with such modifications as are needed to reflect the Transaction Structure and any other relevant changes in the Parties' relationship..</p>
<p>8. New AHC Hospital</p>	<p>A. The Parties understand that University will pursue analysis, planning, and obtaining legislative and/or other funding for the creation of a new state-of-the art flagship academic health center hospital on University's east bank campus (the "New AHC Hospital") to be owned by University or a controlled affiliate. For the avoidance of doubt, Fairview shall not have any rights, authority, or obligations with respect to such activities or the New AHC Hospital. However, if the Transition Period continues during a period in which the New AHC Hospital is being</p>

	<p>constructed, or if the agreements described in Section 10.B.(ii) below are in effect, Fairview will cooperate reasonably with Newco and the University in transition of services or other relationships supporting operations to the New AHC Hospital.</p>
<p>9. Due Diligence</p>	<p>A. Promptly after executing the LOI, the Parties agree to enter into additional due diligence to further define key transaction elements, with the initial priorities comprised of the following:</p> <ul style="list-style-type: none"> i. Defining the specific assets, operations workforce, and liabilities to be included in the Proposed Transaction (e.g., inclusion/exclusion of ancillary capabilities located in UMMC but that provide system-wide services and are not dedicated to UMMC, or conversely, that are located outside UMMC but are used primarily within UMMC). ii. The Parties jointly engaging a financial due diligence firm to conduct a quality of earnings study on UMMC (the “QofE”), taking into account the assets/operations and liabilities to be included in the Proposed Transaction. The purpose of the QofE will be to help establish UMMC’s baseline financial performance, together with other key financial features as mutually agreed by Fairview and University. The cost of engaging a financial due diligence firm to complete the QofE will be shared equally between Fairview and the University. iii. Completing respective valuation analyses and determining the Enterprise Value and assessing an appropriate Purchase Price. Each of Fairview and University will engage their own respective, third-party valuation advisor to inform these negotiations. It is anticipated that the valuation will be informed by typical

	<p>valuation methodologies for hospital and health system businesses, such as comparable transactions, comparable public companies, and discounted cash flow analyses, and other relevant factors as described in Section 4.C. above.</p> <p>B. The scope of other Fairview, University, and UMPPhysicians due diligence activities and information sharing will be as mutually agreed upon and will be as is reasonable and customary in transactions of similar nature and reasonably sufficient to assess the operations, revenues, expenses, prospects, liabilities, risks and other relevant features of the assets and business to be acquired by the University in the Proposed Transaction.</p>
<p>10. Definitive Agreements</p>	<p>A. This document sets forth summary key business terms which may be further detailed and documented in one or more definitive agreements (the “Definitive Agreements”). The Definitive Agreements will include additional business and legal terms that are customary in transactions such as the Proposed Transaction, including but not limited to representations, warranties, covenants, indemnification and dispute resolution. The Definitive Agreements will be subject to the approval of each Party’s governing body and, where applicable, regulatory approvals, and the Closing will be subject to customary or otherwise agreed conditions to Closing. For the avoidance of doubt, the parties agree that there will be no financing contingency as a condition to Closing.</p> <p>B. The Definitive Agreements to be entered into prior to the First Closing are anticipated to include the following, together with other binding agreements identified by the Parties during due diligence as being necessary to effectuate the Transition Period and to complete the Proposed Transaction, and as further agreed to among the Parties to support</p>

	<p>the operations of UMMC after purchase of Newco/UMMC by the University (or a controlled affiliate).</p> <ul style="list-style-type: none"> i. Purchase Agreement inclusive of Transition Structure ii. Transition, management services and other appropriate agreements for operational and other services to be provided by Fairview and/or UMPHysicians to Newco/UMMC, with appropriate and legally compliant compensation for such services... iii. .Model of Care Agreement to support the New Affiliation described in paragraph 1.C., including but not limited to patient referrals to appropriate clinical settings. iv. A professional services or other appropriate agreement to support, as necessary, any identified service lines at Fairview’s community hospitals to be provided by UMPHysicians to Fairview with appropriate and legally compliant compensation for such services.
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BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents

February 9, 2024

AGENDA ITEM: Select Finalists to be Interviewed for President of the University of Minnesota

Review

Review + Action

Action

Discussion

This is a report required by Board policy.

PRESENTERS: Regent Janie S. Mayeron

PURPOSE & KEY POINTS

The purpose of this item is to take action to select candidates to be interviewed for the position of President of the University of Minnesota.

BACKGROUND INFORMATION

On January 24, 2024, the Board released the following statement in a systemwide message to the University community:

I am pleased to share an update on the search for the University's 18th president. The search began with all of you. Your input, your voices, and your engagement have been integral to every step of this process. From the call for nominations to the Presidential Search Advisory Committee, to the listening sessions held across the state, to the continuous feedback received on the presidential search website, we have all worked together on this important endeavor.

Since the position profile was approved by the Board in November, our search consultants recruited a strong and diverse pool of 46 talented candidates. The applicant pool, which included candidates from a variety of backgrounds, was 89% men, 11% women, and 39% BIPOC individuals.

The Presidential Search Advisory Committee (PSAC) has completed its evaluation of the applicants and was very impressed with the quality of the pool. After conducting confidential interviews with 12 individuals, the PSAC has recommended four lead candidates to the Board of Regents for its consideration at the Board's February 9 meeting.

Pursuant to Minnesota law, all candidate names will remain confidential and only those who are selected to be interviewed by the Board will be named publicly.

On November 2, 2023, the Board unanimously approved the Presidential Position Profile. The profile was developed by the Presidential Search Advisory Committee (PSAC) based on input from the Board, the University community, and other constituents.

On October 13, 2023, the Board unanimously approved the following charge to the Presidential Search Advisory Committee:

The Presidential Search Advisory Committee (PSAC) is charged with recommending 2-4 unranked lead candidates for President of the University of Minnesota. To complete this charge, the committee is expected to:

- *Solicit input from the University community regarding opportunities for the University's next president to make an impact, as well as the leadership qualities the chosen candidate will need to be successful;*
- *Using input provided by the Board of Regents at its September and October 2023 meetings, and the opportunities and qualities identified by the University community, develop and recommend to the Board of Regents a position profile to guide recruitment of candidates;*
- *Invite nominations and broadly recruit candidates; and*
- *Carefully evaluate candidates against the leadership criteria and qualities identified by the University community.*

In addition, PSAC members are expected to:

- *Play an active role in all facets of the committee's work;*
- *Set aside parochial concerns and act in the best interest of the entire University community;*
- *Disclose to the PSAC chair any potential conflicts of interest;*
- *Serve as ambassadors on behalf of the University; Adequately prepare for and attend all committee meetings, unless an absence is excused by the chair;*
- *Understand and agree that only the PSAC chair and Chair of the Board of Regents will serve as spokespersons for the search; and*
- *Maintain strict confidentiality throughout the process, respecting the privacy interests of candidates prior to the selection of finalists, as required by the Minnesota Government Data Practices Act.*

In its charge to the committee, the Board "committed to selecting a president who has gone through the application process and been thoroughly vetted and recommended by the PSAC."

The Board also discussed key leadership characteristics desired in the University's 18th president. These discussions informed development of the position profile and guided recruitment of candidates. Themes from the Board's discussions are included in the October 2023 Board of Regents docket.



BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents

February 9, 2024

AGENDA ITEM: Reports of Committees

Review

Review + Action

Action

Discussion

This is a report required by Board policy.

PRESENTERS: Regent Janie S. Mayeron

PURPOSE & KEY POINTS

Pursuant to Board of Regents Policy: *Board Operations and Agenda Guidelines*, "The Board conducts business through meetings of the Board and its committees.... [and] Committees provide recommendations for action by the Board. Typically, standing committees have the following responsibilities:

- Recommend action on matters where the Board has reserved authority to itself as outlined in Board of Regents Policy: *Reservation and Delegation of Authority* and other Board policies;
- Provide governance oversight on topics within the committee's purview;
- Review and make recommendations on relevant new and existing Board policies;
- Receive reports on policy-related issues affecting University departments and units;
- Receive information items (e.g., status reports on current issues of concern and administrative searches); and
- Review other items placed on the agenda by the Board chair in consultation with the president and Board vice chair."

BACKGROUND INFORMATION

Current standing committee chairs:

- Audit & Compliance Committee – J. Farnsworth
- Finance & Operations Committee – D. Huebsch
- Governance & Policy Committee – K. Verhalen
- Litigation Review Committee – T. Johnson
- Mission Fulfillment Committee – R. Johnson

Current special committee chairs:

- Academic Health – P. Wheeler
- University Relations – B. Thao-Urabe



BOARD OF REGENTS DOCKET ITEM SUMMARY

Board of Regents

February 9, 2024

AGENDA ITEM: Resolution to Conduct Non-Public Meeting of the Board of Regents to Discuss Attorney-Client Privileged Matters

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

This is a report required by Board policy.

PRESENTERS: Douglas Peterson, General Counsel

PURPOSE & KEY POINTS

To consider a resolution to conduct a non-public meeting of the Board of Regents to discuss attorney-client privileged matters.

BACKGROUND INFORMATION

The Board reviews litigation matters and obtains legal advice regarding specific University actions and their legal consequences.



REGENTS OF THE UNIVERSITY OF MINNESOTA

RESOLUTION TO

Conduct Non-Public Meeting of the Board of Regents to Discuss Attorney-Client Privileged Matters

WHEREAS, based on advice of the General Counsel, the Board of Regents have balanced the purposes served by the Open Meeting Law and by the attorney-client privilege, and determined that there is a need for absolute confidentiality to discuss litigation strategy in particular matters involving the University of Minnesota.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Minn. Stat. § 13D.01, Subd. 3 and 13D.05 Subd. 3(b), a non-public meeting of the Board of Regents be held on Friday, February 9, 2024, in the Boardroom, 600 McNamara Alumni Center, for the purpose of an attorney-client privileged discussion of litigation, including the following:

- I. *In re College Athlete NIL Litigation, No. 4:20-cv-03919 (N.D. Cal.)*
- II. *Carter v. NCAA, No. 3:23-cv-06325 (N.D. Cal.)*
- III. *Hubbard v. NCAA, No. 4:23-cv-01593 (N.D. Cal.)*