

## 2001-02 Approved Revisions

(posted 9/26/03)

Section 2 changes effective academic year 2002-03 are shown in green.

### 1.3.4 Faculty Representation to the Board of Regents of Saint John's University

Article IV, ~~Section 3~~ Section 4 of the ~~Revised~~ Statutes of the University (Governance Documents, Third Edition, 1990, amended 9/20/01) states: Each of the following shall ~~elect members~~ nominate one (1) person from their respective membership: ~~the Corporation shall elect eight (8); the Faculty shall elect one (1); the Alumni Association shall elect one (1); The Saint John's Senate shall elect one (1) student~~ the faculty (1); the undergraduate student government (1); and the alumni association (1). Following such nominations, these individuals shall be elected by a majority of the Regents present and voting at any regular meeting of the Board, according to procedures set forth in the University Bylaws.

### 2.1.3.1 Part-time Per Course Faculty

- d. receive fringe benefits only if their contract is for 4/7ths time or more greater than 3/6ths time;

### 2.2.4 Issuance and Return of Contracts

These same policies ordinarily apply to the renewal of term contracts. When it is not possible to determine by March 1 whether the term position will be continued for the following year, the Provost notifies the faculty member in writing of the date by which a decision will be made. ~~and~~ The Provost then either notifies the faculty member of non-renewal in writing or issues the new contract by the specified date specified in the previous letter.

### 2.5.1 Teaching Effectiveness

Candidates should present evidence of effective teaching from any classes that they have taught, including department courses, department courses with Core designation, ~~non-departmental~~ Core courses outside their department, and ~~January Term courses~~ other courses outside their department. Although most teaching occurs in the context of a course, important teaching also occurs in moderating individual learning projects, honors theses, internships and in mentoring and/or apprenticeships. Consequently, a candidate may wish to include evidence related to these forms of teaching if appropriate.

## 2.9.2 Sabbatical Leaves

The many roles and responsibilities of faculty members require that periodically a sustained and uninterrupted time be set aside to acquire new experiences to enrich teaching or to focus on scholarship, creative work, or other accomplishment related to faculty responsibilities. The College [University] endorses the importance of this dimension of faculty development by committing itself to funding sabbatical leaves, professional leaves with pay, ordinarily extending for one semester ~~and a January term~~ or for a full academic year.

### 2.9.2.2 Salaries for Sabbatical Leave

Faculty members on sabbatical for one semester ~~or for one semester plus January term~~ receive the full salary provided in the contract during the sabbatical period ~~and full employment benefits~~. Faculty members who are on sabbatical for a full academic year receive ~~4/7ths~~  $3/6^{\text{th}}$  of the salary provided in the contract in the sabbatical year ~~and full employment benefits~~. Annual raises are not withheld due to sabbatical leave and both the faculty member and the College [University] continue to pay their normal share toward retirement contributions (proportionate to the salary paid), and other employee benefits.

### 2.10.3.1 Faculty Assignment

- ~~d. Normal responsibilities require faculty members to teach (or fulfill an equivalent obligation) during the January term twice every three years. The third January term is free of teaching responsibilities to allow time for professional development. However, other duties assigned or unusual responsibilities during one of the regular terms may lead a faculty member to be excused from a teaching responsibility in January term. The Dean assigned responsibility for January term, in consultation with the department Chair, [and/or Dean of the School of Theology] will coordinate January term faculty assignments.~~
- d. The vitality of the Core Curriculum depends on the active involvement of faculty members. Faculty members are expected to teach Core courses. While departmental needs may sometimes prevent faculty members from teaching extra-departmental courses in the Core, faculty members are strongly encouraged to do so periodically.
- e. Faculty members in the School of Theology face explicit expectations for scholarship that should be taken into account in a determination of their annual faculty assignment.

### **2.10.5.1 Appendix to Part II**

Policies included as Appendices to Part II can be amended only through the full revision procedure for the rest of Part II, described in Section 2.15, requiring action of the faculty, the President, and the Board of Trustees [Regents]. **The Provost coordinates and transmits to the President all handbook amendments passed by the Joint Faculty Assembly.**

### **2.10.5.3 Policies in Part IV of this Handbook**

Policies included in Part IV are created and amended through approval of the Assembly and the President. **The Provost coordinates and transmits to the President all handbook amendments passed by the Joint Faculty Assembly.**

## **2.12.2 Employment Benefits**

Descriptions of the benefits listed below are available in the **Benefits Office at CSB and the Human Resources Office at SJU.**

### **2.12.2.1 Governmentally-Mandated Benefits**

- d. **FMLA (Family and Medical Leave Act)**

### **2.12.2.2 Other Employment Benefits**

Members of the faculty whose contracts are for ~~more than half-time~~ greater than 3/6ths time also receive other benefits attached to employment. ~~Ordinarily, changes in these benefits must be mutually agreed upon by the Faculty Assembly and the administration before being submitted to the Board of Trustees [Board of Regents and the Order of St. Benedict] as a part of the annual budget; otherwise, the amendment procedures (Section 2.15) are used to bring about a change in these benefits.~~

- e. ~~medical short-term disability benefits-sick leave~~

### **2.12.2.3 Changes in Employment Benefits**

Changes in employment benefits for faculty will generally be mutually agreed upon by the Joint Faculty Assembly and the administration, before being submitted to the Boards as part of the annual budget. In the spring semester (April-May), the Provost will

communicate to the Faculty Compensation Committee any likely or potential area of fringe benefits change. Consideration of faculty fringe benefits changes will be led by the Faculty Compensation Committee in collaboration with the Provost and completed by November 30, before being submitted to the Boards as part of the annual budget.

When an agreement cannot be reached in time for the budget cycle (March), the administration and Joint Benefits Committee may agree to an interim solution for one year only and continue consultations for the next budget cycle.

Should the Joint Faculty Assembly and the administration be unable to agree by January 20 on a change in faculty benefits or an interim solution for one year, then an impasse is automatically declared. The following collaborative process will be followed.

- a. One or both of the Presidents (or the Provost, in their absence and at their direction) will convene a meeting(s) with the Joint Benefits Committee, the Vice-President/s for Finance, the Director of Human Resources, and the Officers of the Joint Faculty Assembly to discuss strategies to end the impasse and/or make changes in the proposed benefit change to reach a mutually acceptable proposal for action by the Boards.
- b. If, by February 20, an acceptable agreement is not reached through the efforts of the convened meeting(s), the President/s may report the disagreement to the Board/s or the Coordinate Finance Committee for its guidance in the matter from the perspective of the Board's governance prerogatives.

The benefit revision process will be concluded by the definitive action of the Boards or of a delegated subcommittee of the Boards at the direction of the Boards.

## ~~2.12.2.3~~ 2.12.2.4 Note on Members of Religious Orders

### 2.15.1 Scope of This Policy

- a. ~~[CSB only: With the exception of Section 2.12.2 "Employment Benefits,"]~~ Changes in employment benefits for faculty are covered in section 2.12.2.3. The complete revision procedure outlined in Section 2.15 governs ~~any~~ all other changes in Part II (i.e., Sections 2.0 through 2.15) of this Handbook, as well as in any Appendices to Part II.
- b. An abbreviated revision procedure requiring only the approval of the faculty and the President (but not the Board of Trustees [Regents]) (i.e., Sections 2.15.2 through 2.15.3.e) governs changes to Part IV, "Faculty Procedures," and Part V, "Faculty Governance."

- c. Editorial changes to the Handbook, which are not deemed to be substantive in nature by the Faculty Handbook Committee, are not governed by this revision process. Editorial changes to the Handbook are implemented by the Faculty Handbook Committee on an on-going basis. These editorial changes will be announced and posted electronically to allow for a 30-day response prior to implementation.

### 2.15.3 Processing of Proposals to Revise the Faculty Handbook

The following procedures are based on the need for common discussion by the faculties of both the College of St. Benedict and Saint John's University, accomplished at their Joint Faculty Assembly. ~~Action to approve any revision is taken by each Assembly separately.~~ Action to approve any revision to Part II is taken by each Assembly separately, subject to the provisions of Section 2.15.5, Revision of Joint Sections of the CSB and SJU Handbooks. Action to approve any revision to Parts IV and V is taken by the Joint Faculty Assembly. All parties to this revision process should keep in mind the importance of final Board action on proposed revisions to Part II prior to the issuance of contracts for the next year. (See Section 2.15.6.a below.)

- a. Regardless of origin, all proposals will be considered by the Faculty Handbook Committee, which may choose one of the following courses of action:
  - 1. it may receive a particular proposal and transmit it ~~to the President and the Joint Faculty Assembly~~ without change or comment to the Joint Faculty Assembly and then the Provost, who will notify the President and secure acceptance, rejection, or proposed amendments to the proposals;
  - 2. it may endorse it and transmit both its endorsement and the original proposal to ~~the President and~~ the Joint Faculty Assembly ~~and then the Provost,~~ who will notify the President and secure acceptance, rejection, or proposed amendments to the proposals;
  - 3. with the consent of the party submitting the proposal, it may amend the proposal before transmitting it to ~~the President and~~ the Joint Faculty Assembly ~~and then the Provost,~~ who will notify the President and secure acceptance, rejection, or proposed amendments to the proposals; or
  - 4. if the party submitting the proposal does not agree to such alterations or amendments, the Faculty Handbook Committee may reject the proposal, sending written notice of its reasons to the one submitting the proposal, with a copy to the Chair of the Faculty-Staff [Faculty] Assembly. The one submitting the proposal retains

the right to make a direct request to the leadership of the Assembly in accord with usual Assembly procedures.

- b. The Joint Faculty Assembly shall consider the proposed amendment and the separate Assemblies of the College of St. Benedict and Saint John's University shall either accept or reject the proposal(s), by a simple majority vote of each body. The Joint Faculty Assembly may modify the proposal and accept the modification or it may return the proposal to the Faculty Handbook Committee for further work or modification.
- c. The Chair of the Faculty Handbook Committee notifies **the Provost who will alert** the President of any action taken by the Assembly, sending a copy of the notification to the Chair of the Faculty-Staff [Faculty] Assembly.
- d. The President may accept, reject, or propose amendments to the proposal(s).
- e. Should the President disagree with the proposed amendment, the Faculty Handbook Committee, the President, **the Provost** and the officers of the Joint Faculty Assembly shall meet to discuss the next steps. These steps may include further study, modification, and/or resubmission of the proposal to the Faculty Handbook Committee and the Joint Faculty Assembly and reconsideration by the President.
- f. If in agreement with the proposed amendment to the Handbook, the President submits it to the Board. If after serious efforts to reach agreement, such agreement is still not possible, the President may report that disagreement to the Board for its guidance in the matter from the perspective of its governance prerogatives.
- g. Before definitive action on the proposal(s), the Board of Trustees [Regents] may commission an authorized Board subcommittee to meet with the Faculty Handbook Committee, the President, **the Provost** and the officers of the Joint Faculty Assembly to discuss final adjustments in the revisions. The adjusted proposal will be sent back to the Assembly for a vote only if those adjustments are deemed significant by the faculty members involved.
- h. Finally, the revision process is concluded by the definitive action of the Board (or of a delegated subcommittee).
- i. The President **or the Provost as delegated by the President** will write to the Chair of the Faculty Handbook Committee to report the Board's decision, sending a copy to the Chair of the Faculty-Staff [Faculty] Assembly.

#### **2.15.4.1 Amendments to Part II or its Appendices**

When the Faculty Handbook Committee, the President, and the Chair of the Faculty-Staff [Faculty] Assembly agree that in the best interests of the College [University] an immediate modification in Part II of the Faculty Handbook is necessary, they may petition, through the President, **the Provost** and the Chair of the Board of Trustees/Regents, for a special Board review of a specific change at the next regular or an emergency meeting of the Board. It shall be fully at the discretion of the Board of Trustees [Regents] to accept or reject such a petition.

#### **2.15.4.2 Amendments to Part IV or Part V**

When the Faculty Handbook Committee, the President, **the Provost** and the Chair of the Faculty-Staff [Faculty] Assembly agree that in the best interests of the College [University] an immediate modification in Part IV or Part V of the Faculty Handbook is necessary, they may call a special meeting of the Joint Faculty Assembly in accord with Assembly procedure for the purpose of voting on the proposed modifications.

#### **2.15.5 Revision of Joint Sections of the CSB and SJU Handbooks**

~~Sections of this Handbook which are the same or substantially the same as the Faculty Handbook of Saint John's University [The College of Saint Benedict] and which come under the provisions of section 2.15 will be revised and amended only after consultation between the two institutions through the Faculty Handbook Committee in conjunction with the appropriate administrative officers. However, each institution will follow its own amendment procedures.~~

~~Amendments to sections of this Handbook which are the same or substantially the same between The College of Saint Benedict and Saint John's University and which require separate action within the two institutions become effective only when the approval process is completed at both institutions. However, either Board may approve explicitly a change in one Handbook that is not approved by the other, in accordance with the other procedures of Section 2.15.~~

### **3.0 Administrative Procedures**

Part III of the Faculty Handbook contains administrative procedures which pertain to the faculty. It is revised by administrative update. The Provost and the Faculty Handbook Committee are jointly responsible for ensuring that Part III of the handbook is current.

### **3.3 Description of Working Conditions**

Section 3.3 describes the working conditions available to faculty that are mandated in Part II 2.10.4 Working Conditions. These are included here for information purposes only and cannot be construed as contractually binding. Full descriptions of benefits are available in the Human Resources Office.

In order to assist faculty members in the performance of their duties, College of St. Benedict and St. John's University provide the facilities and services listed below.

#### **3.3.1 Office Space**

Faculty offices are assigned by the Academic Dean in coordination with the Space Committee. In non-teaching areas, office assignments are negotiated by the area vice president.

#### **3.3.2 Media Services**

The College of St. Benedict and St. John's University have two Media centers, which contain a collection of nearly 17,000 titles of audiovisual materials and a trained staff. Media services are available at no charge to all employees. For more information call Media Services at 363-2118 or visit the Website <http://www.csbsju.edu/library/about/services/media.html>

#### **3.3.3 Computer Services**

Information about available computer services can be found at the following Website: <http://www.csbsju.edu/itservices/faculty/faculty.htm>

#### **3.3.4 Library Services**

Library services are available at no charge to all employees. In addition, staff members have extended loan periods for most library materials. Interlibrary loan and photocopying services may be charged to the academic department. For further information contact general information at the Alcuin Library, SJU, at 363-2122, or the Clemens Library, CSB, at 363-5611, or log on at <http://csbsju.edu/inside/Libraries/>

#### **3.3.5 Office Keys**

Faculty employees are provided keys. Contact the Physical Plant at SJU or Facilities Maintenance at CSB to obtain office keys.

#### **3.3.6 Identification Cards**

Photo identification cards are produced at the Mary Commons Desk at CSB and at the Campus Life Office in Sexton Commons at SJU during normal office hours. New

employees must present an authorization form from Human Resources in order to have an ID produced. Employees needing to replace their ID card must present their existing ID card or other photo identification. Photo identification cards can be used as a charge card at the colleges' bookstores and dining options as well as an identification card at the colleges' libraries, athletic facilities, computer facilities, fine arts programs, and campus programs and events. The photo identification card can also be used to access buildings or labs on both campuses using a card-swipe system at CSB or a proximity card reader at SJU. If an identification card is lost, please contact the Mary Commons Desk at 0 (or 363-5011 from off-campus) or the Campus Life Office at 363-3512 to deactivate the card. If access is needed for an area using a card-swipe or proximity card reader access system, please contact CSB Security at 363-5000 or SJU Life Safety Services at 363-2144.

### **3.3.7 Secretarial Services**

Secretarial services and photocopying are provided by the College [University] within the constraints of departmental budgets and secretaries' other departmental responsibilities.

### **3.3.8 Duplicating Services**

The SJU Duplicating Center and the CSB Duplicating Department are two full service copy centers which can copy, collate, staple and fold orders as requested. For more information check the [www.csbsju.edu/copycenter/](http://www.csbsju.edu/copycenter/) or call the SJU Duplicating Center at 363-2498 or Duplicating Department at 363-5072.

### **3.3.9 Official Stationery**

Provided by the College of St. Benedict and St. John's University within the constraints of departmental budgets.

### **3.3.10 Postage for Official Correspondence**

Provided by the College of St. Benedict and St. John's University within the constraints of departmental budgets.

### **3.3.11 Health Services**

All employees and their dependents are eligible to use the health center located on the St. John's campus. It is currently staffed with a doctor and physician assistant. For more information contact the Health Center at 363-3142 or visit the website : <http://www.csbsju.edu/sjuhealthcenter/>

### **3.3.12 Counseling Services**

The Employee Assistance Program (EAP) is currently a free resource available to all

employees and immediate family members. Counselors are available to assist in identifying problems and concerns, including the areas of family, marriage, emotions, alcohol and drugs, financial difficulties, job stress, and legal issues. The telephone number is listed in the campus directory under Benefits/Insurance or check the website <http://www.midwesteps.com>.

### **3.3.13 On-campus Parking**

Faculty and staff permits are issued once per vehicle for the term of employment. Employees are encouraged to register all vehicles they may use on campus so that permits can be issued. Check the Department of Security Website for specific information regarding parking permits and lot assignment for CSB and SJU faculty [www.csbsju.edu/csbsecurity/](http://www.csbsju.edu/csbsecurity/) or call the CSB Department of Security Traffic Bureau at 363-5000 or Life Safety Services, SJU, 363-2144.

### **3.3.14 Academic Regalia**

Contact the Provost's Office for current policy.

### **3.3.15 Notary Public**

Contact the Business Office or the employee's academic department for Notary Public services related to faculty responsibilities.

## **3.4 Employment Benefits**

Section 3.4 describes the employment benefits available to faculty that are mandated in Part II 2.12.2 Employment Benefits. These are included here for information purposes only and cannot be construed as contractually binding. Full descriptions of benefits are available in the Benefits Office at CSB or Human Resources Office at SJU.

### **3.4.1 Governmentally-Mandated Benefits**

#### **3.4.1.1 Social Security**

The College [University] and each employee contribute monthly to the retirement program established under the Federal Insurance Contribution Act (FICA). In addition to retirement benefits, this program includes disability, survivor, and dependent benefits.

#### **3.4.1.2 Workers' Compensation Insurance**

The College [University] carries Workers' Compensation Insurance to provide reimbursement for medical expenses and continuation of salary in the event of occupational illness or accidents incurred during the course of employment.

All injuries, even if serious personal injury is not involved, must be reported to the employee's supervisor. At CSB, the supervisor must contact campus Security (363-5000). If professional medical treatment is indicated, the supervisor, along with Security, will make the necessary arrangements.

Cooperation could mean prevention of future accidents. Absence from work due to a Workers' Compensation claim is not considered sick leave.

Any questions about work-related injuries should be directed to the Human Resources Office at CSB or Human Resources Office at SJU.

### **Benefit Information**

When absent due to a work-related injury, the College [University] will continue to pay the employer portion of health, dental and life insurance for a period of twelve (12) months. The employee will need to pay the employee portion.

If an employee suffers an accident that requires long-term recuperation as defined by the Insurance Carrier and the employee's physician, the faculty employee is placed on a Nonprofessional Leave (See Faculty Handbook Section 2.11 and 2.13.4). During the period of prolonged illness, the absence will be coordinated with the faculty member's accrued sick leave, the provisions of the Family Medical Leave Act and other applicable state or federal laws and regulations on leaves.

### **Return-To-Work Program Statement**

The College [University] supports the practice of bringing injured employees back to work, as soon as they are medically able, to a position within the college compatible with any physical restrictions they may have. We believe this practice serves the best interests of our employees and the College [University].

The prompt return of injured employees to positions within their medical restrictions will minimize the impact of work-related injuries. Coming back to work early helps employees remain functional as they recover while providing the college with the valuable use of employees' talents. Bringing injured employees back as soon as medically appropriate also helps to control workers' compensation costs to the College [University].

Current positions can be modified to fit the medical limitations of injured employees. If this is not possible, temporary transitional positions will be made available within or outside the employee's department.

If an employee is injured at work, the employee should report the injury to his or her supervisor immediately, no matter how minor it is. The supervisor will complete an accident investigation form and report the injury to the Human Resources Office at CSB or Human Resources Office at SJU.

The employee's supervisor and/or Human Resources Office at CSB or Human Resources Office at SJU will help arrange for medical treatment following an injury if necessary.

This return-to-work program is an important part of the commitment to manage work-related injuries in the manner best for employees and the College [University].

### **3.4.1.3 Unemployment Compensation Insurance**

Employees are eligible for unemployment compensation coverage as established under the Minnesota Department of Economic Security. It is the individual's responsibility to determine if he or she should apply for benefits.

### **3.4.1.4 Family Medical Leave Act**

The Family Medical Leave Act requires employers with fifty (50) or more employees to provide up to twelve (12) weeks of job guaranteed unpaid leave during a twelve (12) month period to care for the employee's child after birth, adoption or foster care; the employee's spouse, son or daughter or parent who has a serious health condition; or for a serious health condition that makes the employee unable to perform his or her job.

The eligible employee must be employed for at least twelve (12) months, or have performed at least 1,250 hours of service during the preceding twelve (12) months before the leave is requested.

The following apply to the use of family medical leave:

- 1) If the leave is foreseeable, the employee must complete an application thirty (30) days in advance of the effective date of the leave. The forms are available in the Benefits Office at CSB or Human Resources Office at SJU.
- 2) Sick leave may be used to care for a family member living in the immediate household if the leave is deemed medically necessary by a physician (with the appropriate documentation). Vacation time may be used to supplement time off.
- 3) Employees may take leave intermittently or by working a reduced workweek, upon approval of the employee's supervisor. This will not, however, extend the period beyond twelve (12) weeks.
- 4) Employees may take unpaid leave to care for a parent who has a serious health condition (with the proper documentation from a physician). Vacation time only may be used to supplement time off.

- 5) The employer will not allow any stacking of benefits. (“Stacking of benefits” is defined as the use of accrued time to extend the Family Medical Leave beyond twelve weeks). Any paid or unpaid leave taken will be included within the Family Medical Leave period.

### **Health Care Coverage**

During an employee’s Family Medical Leave, the employer will continue to pay its share of the benefits, i.e., medical, dental, life, and long-term disability if applicable.

Employees are required to pay their portion for the duration of the leave. If the employee is in a pay status, premiums will be taken out through the normal payroll process. If the employee is in a non-pay status, payments will be requested to be paid in advance of the leave.

### **Medical Certification**

If an employee takes Family Medical leave for one’s own serious health condition or to care for the serious health condition of one’s child, spouse, or parent, the employer requires certification from a health care provider. The initial certification will be due at least fifteen (15) calendar days after the request for Medical Leave, and a certification supporting the leave will be required every thirty (30) days, subject to exceptions. If certification is not provided as required, leave may be denied until it is provided.

### **Parental Leave Rights**

Minnesota law requires an employer to provide up to six (6) weeks of unpaid parental leave to a mother or father upon the birth or adoption of a child. The eligible employee must be employed for at least twelve (12) months, or have performed at least 1,250 hours of service during the preceding twelve (12) months before the leave is requested. Contact the Benefits Office at CSB or Human Resources Office at SJU for more information.

### **Working Parents’ Rights**

Minnesota law requires that every employee is entitled to take up to sixteen (16) hours unpaid leave a year to attend their children’s school conferences, classroom activities or child care or other early childhood programs. Employees may elect to use vacation time for these events.

***[The WEB version of Section 3.4.2 Other Employment Benefits is current for 2001-2002. Health and Dental benefits have changed effective July 1, 2002.]***

### **3.4.2 Other Employment Benefits**

Faculty employees must be greater than 3/6ths time to be eligible for the following benefits:

### **3.4.2.1 Health Insurance**

Employees are eligible for coverage under the current policy effective the first of the month coincident with or following the date of commencement of active employment. Employees may choose from employee, employee + 1, or family coverage. Employees must apply for this coverage during open enrollment each May, effective July 1 of every year. In the event that the family status changes mid-year, a form must be completed within thirty-one (31) days in order to have additional people covered or deleted without penalty. There is a premium participation whereby the employer pays 80 percent of each full-time employee's coverage and 50 percent of each part-time, benefit-eligible employee's coverage. The employee pays the remaining portion.

### **Coverage Continuation Program**

Qualified persons have the option of continuing group Health and Life coverage after it would otherwise end. The health coverage currently can be continued for up to eighteen (18) months or until age sixty-five (65), whichever comes first.

### **3.4.2.2 Dental Insurance**

Employees are eligible for coverage under the current policy effective the first of the month coincident with or following the date of commencement of active employment. Employees may choose from employee, employee + 1, or family coverage. Employees must apply for this coverage during open enrollment each May, effective July 1 of every year. In the event that the family status changes mid-year, a form must be completed within thirty-one (31) days in order to have additional people covered or deleted without penalty. There is a premium participation whereby the employer pays 80 percent of each full-time employee's coverage and 50 percent of each part-time, benefit-eligible employee's coverage. The employee pays the remaining portion.

### **3.4.2.3 Life Insurance**

Employees are eligible for coverage effective the first of the month coincident with or following the date of commencement of active employment. This benefit is currently paid for by the College [University]. The amount of coverage is currently as follows:

<i>Salary Ranges</i>	<i>Amount of Life Insurance and AD &amp; D</i>
\$0-\$20,000	\$ 50,000
\$20,001-\$37,500	\$ 75,000
\$37,501-\$50,000	\$ 90,000
\$50,001 +	\$100,000

\*The employee is responsible for income tax on the life insurance benefit amount above \$50,000.

In the event of death, a benefit will be paid to the designated beneficiary in the amount described above. If an employee continues to be employed between age 70 and 75, the benefit received will be reduced to 65 percent. At age 75, the benefit will be reduced to 50 percent.

### **Employee Optional Insurance**

In addition to the benefit listed above, employees may purchase one, two, three, or four times their annual salary in optional life insurance and they also may purchase a basic amount of life insurance for their spouse and eligible dependents. Matching AD & D Insurance may also be purchased, but on the employee only. Employees may apply for this optional life insurance during open enrollment each May, effective July 1 of every year. In the event that the family status changes mid-year, a form must be completed by the employee within thirty-one (31) days in order to change the amount of optional life insurance.

### **Coverage Continuation Program**

Qualified persons have the option of continuing group Health and Life coverage after it would otherwise end. This coverage currently can be continued for up to eighteen (18) months.

#### **3.4.2.4 Long-Term Disability**

Full-time employees become eligible for long-term disability after one year of employment. The employer provides disability coverage to eligible employees. This plan provides a benefit equal to 60 percent of the employee's monthly salary to a maximum \$6000 per month if they are unable to work due to an illness or non-work-related injury and after the completion of the 120 calendar day elimination period. The employer pays 100 percent of the employee's premium for this protection.

After the Long-Term Disability elimination period of 120 calendar days, the employee has the right to continue current elected benefits for up to eighteen (18) months, as stated in the Coverage Continuation program. The College [University] will pay the employer's share of the premiums for current elected benefits for individuals on long-term disability for the first twelve (12) months of the eighteen (18) month period, provided the individual remains benefit eligible.

(See Faculty Handbook Sections 2.11 and 2.13.4)

#### **3.4.2.5 Sick Leave**

Refer to Faculty Handbook Section 2.10.3.2.c for reporting an absence.

An eligible employee who suffers from a non-occupational illness that prevents him or her from working, including illness of a family member living in the immediate household

which requires the employee's attention, may use accumulated sick leave hours to account for absence(s). Eligible employees may also use up to two weeks/80 hours per fiscal year of accumulated personal sick leave hours to care for ill family members not living in the employee's household. In this policy, family members are defined as children, parents and parents-in-law. If the use of sick leave is for multiple days, or a number of consecutive days, the employee must notify his or her supervisor in writing explaining the amount of time needed and the medical reason for the request. A copy of this notification must be sent to the Benefits Office at CSB or Human Resources Office at SJU. Sick leave is earned at the rate of 20 days per academic year and is cumulative from year to year to a maximum of 90 days (720 hours). Sick leave is lost at the time of termination.

(See Faculty Handbook Sections 2.11 and 2.13.4)

#### **3.4.2.6 Flexible Benefit Plan**

The flex program allows benefit-eligible employees to restructure their compensation package to pay for eligible benefit expenses on a before-tax (salary reduction) versus an after-tax (salary deduction) basis. Using a salary reduction versus a salary deduction generally increases an employee's take-home pay. Examples of benefit-related items eligible for a salary reduction include child care, medical and dental expenses.

#### **3.4.2.7 Tuition Remission**

The benefit provides for free tuition the next full semester after six (6) months of continuous employment and with the approval of the Provost. Educational benefits for eligible employees/spouse are available within the scope of the following policy. The payment of special fees is the responsibility of the employee/spouse. An employee is required to make up the time away from work. Full-time employees and/or their spouse may enroll for one undergraduate course per term. Such courses may carry credit of up to four credit hours. Courses available are limited to undergraduate offerings at Saint John's University and the College of Saint Benedict on either campus during the fall and spring terms. Thus, the following are excluded: SJU/CSB/SCSU Exchange Program, special evening courses, and School of Theology courses. The privilege of enrollment in courses does not imply acceptance of the employee/spouse by either Saint John's University or the College of Saint Benedict as a degree candidate.

##### **3.4.2.7.1 Tuition Remission for Faculty Employees**

The request to make use of this benefit shall be made by the employee to their department chair and approved by the Provost.

The faculty employee's department chair shall, if he or she deems appropriate, give the faculty employee approval by signing the registration form in the space provided for adviser's signature.

The Benefits Office at CSB or Human Resources Office at SJU will need to confirm the employee's eligibility after the request for authorization has been filled out by the faculty employee.

#### **3.4.2.7.2 Tuition Remission for Spouses of Faculty Employees**

The spouse of a full-time faculty employee who is interested in the educational benefit should contact the Benefits Office at CSB or Human Resources Office at SJU for further information.

#### **3.4.2.7.3 Tuition Remission/Assistance for Children of Faculty Employees**

This employee benefit program provides a financial resource to a qualified son or daughter for meeting the tuition costs at the College of Saint Benedict or Saint John's University.

The employee and/or the son or daughter assumes all liability for any federal or state taxes that may be attached to this benefit.

**Note:** This policy may be subject to review as federal and state tax regulations evolve.

##### **3.4.2.7.3.1 Internal Tuition Remission/Assistance**

#### **Eligibility**

After a benefit-eligible employee has worked for at least twenty-four (24) months in a full-time capacity, the college will grant tuition remission the next full semester to the eligible employee's children to attend either the College of Saint Benedict or Saint John's University. The terms of the plan are as follows:

Tuition remission at the College of Saint Benedict or Saint John's University:

A son or daughter who, at each time of requesting a tuition remission benefit, meets the following criteria:

- 1) is less than twenty-five (25) years old;
- 2) is not and has not been married;
- 3) is a natural child of a full-time employee or a child who was legally adopted prior to age eighteen (18) or is declared to be a dependent of the employee for Internal Revenue Services purposes.

**Note:** The student must meet the academic standards set by the school selected and must maintain satisfactory academic progress, as determined by that college.

## **Amount, Duration and Other Policies**

Tuition remission covers only the tuition for two (2) semesters and does not cover overload and special courses. The duration of this benefit is a maximum of four (4) years of undergraduate higher education for each daughter or son. If the son or daughter has completed two (2) years of college at the time he or she becomes eligible for this benefit, the maximum amount that this benefit would cover is two (2) years, etc.

### **Duration of the Benefit**

The **maximum** duration is four (4) school years for each son or daughter—namely eight (8) semesters.

**Note:** Only undergraduate course offerings qualify. Continuing Education courses, special evening courses, School of Theology courses, and the like are excluded.

### **Additional Information**

#### **Dollar Value of Tuition Remission**

The maximum dollar amount of Tuition Remission each school year for a qualified son or daughter shall be the college's tuition for the current year. The employee or the son or daughter pays all other applicable charges: room, board, fees, books, and the like.

#### **Additional Financial Aid**

It is the responsibility of the faculty employee whose son or daughter is going to attend Saint John's University or the College of Saint Benedict to contact the College of Saint Benedict's Director of Financial Aid. The parents and student are encouraged to submit materials to qualify for other financial aid. In order to qualify for further financial aid, the current financial aid application (at this time called the Family Financial Statement) must be submitted to the College of Saint Benedict's Director of Financial Aid annually. If Federal or State of Minnesota grants are available, these will be applied according to the requirements of the grant and in consultation with the employee.

**Note:** Total grant money including tuition remission cannot exceed total cost of attendance.

#### **Living on Campus**

If space is available, a child who is receiving the Tuition Remission benefit may choose to live in the College of Saint Benedict or Saint John's University residence hall at the regular charge.

### **Following Disability or Death of Employee**

After ten (10) years of full-time employment for the College of Saint Benedict [Saint John's University], a 50%, plus an additional 5% for each year completed beyond 10 years, tuition remission shall survive the employee for each remaining son or daughter.

### **Following Retirement of an Employee**

The benefit for retirement after twenty (20) years will be for tuition remission at the College of Saint Benedict or Saint John's University only.

### **Twenty (20) Years of Service Tuition Remission Benefit**

Only the College of Saint Benedict employees who were hired before July 1, 1998, will retain the "20 years of service" benefit. This benefit provides tuition remission at the College of Saint Benedict or Saint John's University for eligible dependent children after an employee has twenty (20) years of service and is no longer employed at the College. The use of this benefit does not apply to any of the consortia programs offered by the College.

### **Status Changes During the Academic Year**

If the recipient loses qualified son or daughter status (e.g., if the recipient turns twenty-five (25) years of age, marries, discontinues being an IRS dependent of the employee or the employee terminates employment and is not eligible for the 20-year service tuition remission benefit) during the academic year, tuition remission is prorated.

#### **3.4.2.7.3.2 External Tuition Remission/Assistance**

##### **Eligibility**

After a benefit-eligible employee has worked for at least twenty-four (24) months in a full-time capacity, they are eligible to apply for the external tuition consortia programs. The terms of the plan are as follows:

The three (3) programs available through the Tuition Consortia are: Tuition Exchange, Inc. (TE), Council of Independent Colleges Tuition Exchange Program (CICTE) and the Catholic College Cooperative Tuition Exchange (CCCTE). A son or daughter who, at each time of requesting a tuition remission benefit, meets the following criteria:

- 1) is less than twenty-five (25) years old;
- 2) is not and has not been married;
- 3) is a natural child of a full-time employee **or** a child who was legally adopted prior to age eighteen (18).

## Priority for Utilizing Tuition Consortia

- 1) Seniority (years of service) is the main criterion for deciding priority of an employee's dependent child to receive this benefit. Years of service are measured from the date of hire in a full-time, benefit-eligible position. Leaves of Absence will not be counted towards years of service for the purpose of seniority calculation. Certain leaves, such as sabbaticals, do not count towards years of service. In cases of identical seniority of the employee, the age of the dependent child decides, with the older child given priority (birth date determines).
- 2) An employee may normally receive only one (1) tuition consortia benefit at a time. The dependent may have access to up to four (4) years of the benefit, or completion of the bachelor's degree, providing that the parent/employee continues to be eligible. An employee with one dependent using the benefit who wants to apply on behalf of another child must take a place on the priority list behind all other applicants who are applying for a first applicant in their family.

Each tuition consortia program has its own import/export requirements. A deterioration of our import/export balance may result in a student applying for or already attending college to lose the tuition consortia benefit. A dependent choosing to discontinue attending a consortia college cannot "release" unused tuition consortia years to a sibling.

The dependent already in the consortia ordinarily has priority over all new applicants unless a limit of less than four years was specified on the dependent's certification or decertification form or our credit/debit balance deteriorates.

**Note:** The student must meet the academic standards set by the school selected and must maintain satisfactory academic progress, as determined by that college.

### Application Deadline

The dependent must have been accepted at the school to which he or she is applying before consortia applications will be considered.

Application forms are available from the Benefits Office at CSB or Human Resources Office at SJU. The deadline for employees to request consideration for their children for the following school year is December 1<sup>st</sup>. After those who are declared eligible and given priority have either succeeded in gaining admission under tuition consortia, have matriculated at the college other than under tuition consortia, or have stopped attempting to get into a college, other spaces may be made available.

It is important that employees recognize that there are many variables that may affect a

dependent's ability to utilize this program. We cannot control how many of our applicants will be accepted into the program, nor do we have control over whether an applicant will be accepted by the school of their choice. Because of this, the college recommends that this program be considered as just one potential option for college financing.

### **3.4.2.7.3.3 Traveling Tuition Remission/Assistance**

#### **Traveling Tuition Remission**

A Saint John's University faculty employee is eligible to receive this benefit if the following conditions are met:

- 1) Hired before July 1, 1998; and
  - 2) Worked three (3) continuous years of full-time employment.
- See the SJU Human Resources Office for explanation.

Traveling Tuition Remission is a benefit available to a qualified son or daughter of a full-time eligible faculty member of Saint John's University. This employee benefit program provides a financial resource to a son or daughter for meeting the tuition costs of undergraduate education.

The employee and/or the son or daughter assumes all liability for federal and state taxes that may be attached to this benefit.

**Note:** This policy may be subject to review as federal and state tax regulations evolve.

#### **Definition**

- 1) Traveling Tuition Remission is an educational benefit provided by the corporation to a qualified son or daughter of an eligible employee for meeting the tuition costs at an institution other than Saint John's University or the College of Saint Benedict or an institution that is a member of the consortia or with whom there is a bi-lateral agreement.
- 2) Institution of Higher Education is a nationally or regionally accredited institution that offers the baccalaureate degree, or a community college whose credits would be of such value as to be transferable to Saint John's University.
- 3) Under this policy, the term eligible has reference to an employee who has met the criteria that allow him or her to receive this benefit for qualified sons or daughters, according to the schedule below.

- 4) Son or Daughter is used in this policy to define a person who may be qualified to receive the Traveling Tuition Remission benefit.
- 5) Under this policy, the term qualified refers to a son or daughter who, at each time of requesting implementation of the benefit in the form of a tuition payment, concurrently meets all of the following criteria:
  - a) is a natural child of the eligible administrative member, a child who was legally adopted prior to age eighteen (18), or a stepchild who was designated by name at the time of initial appointment;
  - b) is less than twenty-five (25) years old;
  - c) is a declared dependent of the employee for Internal Revenue Service purposes;
  - d) is not and has not been married; and
  - e) is enrolled at an accredited two (2) year or four (4) year institution of higher education for the purpose of pursuing a Bachelor's Degree.

**Note:** The student must meet the academic standards set by the school selected and must maintain satisfactory academic progress, as determined by that corporation.

At the time a faculty employee enters his or her initial contract with Saint John's University, the status of each child is clarified and written into the employment record by the Human Resources Office. At that time, it is also made clear that further natural children of the employee and children who are legally adopted prior to age eighteen (18) subsequently will also be written into the record.

### **Schedule of Eligibility**

The traveling tuition remission benefit is granted according to the following schedule of eligibility:

- 1) Tuition Remission to assist in the payment of tuition for one (1) son or daughter shall be available after the employee has been employed his or her third academic year at full-time continuous employment. In the case of multiple births, tuition remission shall be available to each;
- 2) Tuition Remission to assist in payment of tuition for two (2) sons or daughters shall be available after the employee has been employed his or her fifth academic year at full-time continuous employment;

- 3) Tuition Remission to assist in the payment of tuition for three (3) sons or daughters shall be available after the employee has been employed his or her seventh academic year at full-time continuous employment;
- 4) Tuition Remission to assist in the payment of tuition for four (4) sons or daughters shall be available after the employee has been employed his or her ninth academic year at full-time continuous employment;
- 5) Tuition Remission to assist in the payment of tuition for any number of sons or daughters shall be available after the employee has been employed his or her tenth academic year at full-time continuous employment.

### **Duration of Benefit**

The maximum duration is four (4) full-time equivalent years for each son or daughter. Less than the maximum may occur if a son or daughter has completed some undergraduate studies before the employee becomes eligible for this benefit. For example, if the son or daughter has completed two (2) years of college work before the time at which the employee becomes eligible, the duration of the benefit will be two (2) years.

### **Dollar Value of Traveling Tuition Remission**

The maximum dollar amount for Traveling Tuition Remission each school year for a qualified son or daughter shall be the Saint John's University tuition for the current year, or the tuition of the college attending, whichever is less. The employee or the son or daughter pays all other applicable charges: room, board, student and activity fees, additional tuition (at another institution), books, and the like.

### **Status Change During the Academic Year**

If the recipient loses qualified son or daughter status (e.g., if the recipient turns twenty-five (25) years of age, marries, discontinues being an IRS dependent of the employee) during the academic year, tuition remission is prorated.

### **Summer School**

Attendance at summer school allows an individual to earn credits toward graduation. In this case, the number of credits paid for will be computed as a portion of an academic year. Thus, if eight (8) semester hours are paid for (supposing, for purposes of this example, an SJU sixteen (16) credit per semester full-time load), that payment represents one-half of a semester.

### **Additional Financial Aid—Through Another Institution**

It is the option of the employee or of the son or daughter who is going to attend another institution of higher education to contact that institution's Director of Financial Aid.

### **Method of Disbursement—To Another Institution**

A check for an amount equivalent to current tuition at Saint John's or tuition at the college at which the student is enrolled, whichever is less, will be sent to the institution the son or daughter is attending by the Business Office each time a tuition due statement is presented for payment by the eligible administrative employee.

### **Following Disability or Death of Employee**

All Order of Saint Benedict employees employed on or after July 1, 1998, will be governed by the present policy concerning the Order of Saint Benedict employees who become disabled or die. After ten (10) years of service, 50% tuition remission shall survive the employee for each remaining son or daughter and 5% each year thereafter.

### **Following the Retirement of an Employee**

The benefit for retirement after twenty (20) years will be for tuition remission at the College of Saint Benedict or Saint John's University only.

**Note:** If a son or daughter is attending another institution at the time of the eligible faculty employee's total disability or death, he or she will be allowed to complete the baccalaureate education at that institution with payment according to the above schedule.

#### **3.4.2.8 Paid Parental Leave**

A one-sixth release with pay due to the birth or adoption of a child in the semester that the new parenting occurs or in the following semester will be granted. New employees are eligible for this benefit after six months of employment. Additional information is available in the Benefits Office at CSB or Human Resources Office at SJU.

#### **3.4.2.9 Retirement**

To be eligible for the Retirement Plan, an employee must be a full-time employee and have completed three (3) consecutive years of benefit-eligible service.

The preliminary service period of three (3) years is waived for a person who already holds an active TIAA/CREF annuity policy from a previous college/university position.

## **Benefit Summary**

The College of Saint Benedict [Saint John's University] provides a retirement program for all eligible employees. The program is administered by Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF) of New York.

The full details of the plan are specified in the College of Saint Benedict [Saint John's University] Retirement Plans. The plan documents give specific information on all aspects of the plan, including eligibility, participation, and current contribution schedules. To the extent of any inconsistency between plan documents and this summary, the plan document controls.

## **Contributions**

### **Minimum Contributions**

The plan requires a minimum contribution by the employee of 2% of their salary in order to receive the employer contribution which is 9% of their salary.

At the time of entry into the plan, each participant determines the portion of the contribution that shall be directed to available TIAA and CREF options. Contribution payments by both the employer and the employee coincide with pay dates. Participants may change the percentage directed to available TIAA and CREF options if they so desire.

### **Voluntary Contributions**

A participating employee may elect to make voluntary contributions in excess of the established levels to this plan or a Supplemental Retirement Annuity (SRA). Part-time, benefit-eligible employees are eligible to make voluntary contributions to an SRA only.

## **Other Retirement Information**

### **Termination Information**

Participation in TIAA/CREF is transferable if the employee terminates employment with the College of Saint Benedict [Saint John's University] and becomes employed at an institution that carries the same retirement program.

A participant whose employment with the College of Saint Benedict [Saint John's University] terminates and whose new employer is not affiliated with TIAA/CREF may:

- 1) request a repurchase of the annuity for immediate payout if they meet the repurchase requirements. After such a "repurchase," the former employee is no longer a participant in the plan;

- 2) request a rollover to a qualified plan;
- 3) leave the funds invested in TIAA/CREF.

If a former employee is once again employed by the College of Saint Benedict [Saint John's University] and does not have active TIAA/CREF contracts, he or she will have to reestablish eligibility for participation.

### **Pre-Retirement Planning**

It is the responsibility of each employee to plan for retirement. At a minimum, the individual should include the institution in his or her planning one year prior to retirement.

### **Retirement**

At the time of retirement, the employee's annuity moves from the accumulation stage to the payout stage. The application form for benefits and other supporting documents should be completed ninety (90) days prior to retirement. This can be done by calling TIAA/CREF. At that time, a choice will be made among available payout options.

### **3.4.3 Additional Non-Contractual Benefits**

#### **3.4.3.1 Tuition Assistance**

#### **Saint John's Preparatory School Tuition Assistance**

This Grant is from the Abbey and the Prep School to the College of Saint Benedict and Saint John's University employees. Any decisions related to its continuance or changes in the current administration of it will be reviewed annually.

### **Eligibility**

#### ***Qualified Son or Daughter***

Under this policy, the term **qualified** refers to a son or daughter, who at each time of requesting implementation of the grant in the form of a tuition payment concurrently meets all of the following criteria:

- 1) is a natural child of the eligible employee, a child who was legally adopted prior to age eight (8), or a stepchild who was designated by name at the time of initial employment;
- 2) is less than nineteen (19) years old at the beginning of the academic year; and

- 3) is a declared dependent of the employee for Internal Revenue Service purposes.

**Note:** The student must meet the academic standards set by Saint John's Preparatory School and must maintain satisfactory academic progress, as determined by that institution.

### ***Employee Eligibility***

The Tuition Assistance Grant is accorded to the following schedule of employee eligibility:

- 1) payment of tuition for sons or daughters shall be available after the employee has been employed full time for twelve (12) months.

### ***Definitions***

**Tuition Assistance** is an educational grant in the form of a matching grant provided by the Benedictine Division and the Preparatory School.

**Eligibility** under this policy has reference to an employee who has met the criteria which allow him or her to receive this grant for qualified sons or daughters as noted under the eligibility employee.

**Son or Daughter** is used in this policy to define a person who may be qualified to receive the Tuition Assistance Grant.

**Dollar Value of Tuition Assistance** will be determined annually by the Order of Saint Benedict (corporate treasurer and Abbot) and will apply only to payments made to Saint John's Preparatory School.

### **3.4.3.2 Admission to Campus Events**

Employees and their immediate family and retirees may attend athletic and cultural events on each campus. ID cards may be needed for admittance to some events.

#### **College of Saint Benedict/Saint John's University Collegiate Athletic Events**

All employees of the College of Saint Benedict and Saint John's University may present their ID card for free admission to regularly scheduled College of Saint Benedict or Saint Johns University home collegiate events. This does not include any post-season contests. Eligibility applies to employee and immediate family.

#### **Benedicta Arts Center (BAC) and Stephen B. Humphrey Theater (SBH)**

All employees of the College of Saint Benedict and Saint John's University are welcome

to attend the performances at the BAC and the SBH Theater and to view Gallery exhibitions at the BAC and SJU Art Centers.

Many of the events are not ticketed and open to the public free of charge. For most CSB/SJU Fine Arts Series events to which tickets are sold, each College of Saint Benedict or Saint John's University employee may obtain two (2) half-price tickets per event upon presentation of a current ID card.

In recognition of the financial contribution of the Sisters of the Order of Saint Benedict and members of the Monastery at the Order of Saint Benedict toward the construction of the Benedicta Arts Center, the College of Saint Benedict and Saint John's University Fine Arts Programming will provide one (1) complimentary ticket per CSB/SJU Fine Arts Series event to members of the monastic communities upon presentation of a current ID card.

When an event is sponsored by an organization other than the CSB/SJU Fine Arts Programming, the employee discount or complimentary tickets for monastic community members may not be available. For further ticket and event information about the BAC and SBH Theater, please contact the Information Offices at extension 363-5777 or 363-3577.

#### **3.4.3.3 Use of Corporate Facilities**

Employees and their families and retirees may use recreational facilities on each campus according to procedures established by the facility management. Outside of these specific situations, however, the presence of persons on campus who are not directly involved in the work of the corporation is considered a disrupting influence. No facility or office on campus is to be used for childcare or unsupervised recreation for an employee's child.

#### **3.4.3.4 Campus Services**

Various campus departmental services such as duplicating and library/media are available to faculty according to departmental policy.

#### **3.4.3.5 Dining on Campus**

Contact the Dining Service at Saint John's University or the Food Service at College of St. Benedict for information on meal plans for faculty.

#### **4.2.3 Procedures for ~~Annual Review of Probationary and Term Faculty~~ the Post-Tenure Faculty Development Program**

3. Planning a program of scholarship and creative work: assessing direction through consideration of disciplinary development and

personal interest, intensive reading, networking with scholars of like interest, attending conferences, planning and taking research trips, writing research grants, applying for ~~in-house research seventh-~~ **reassigned time for research**, carrying out research, writing drafts of research and receiving feedback.

## 5.0.2 Faculty Role in the Governance of Saint John's University

In general, initiation of educational policy shall rest with the faculty; but whether initiated by the faculty, the academic administrators, the President, or by the Board of Regents, changes of a major nature in educational policy of the University shall require consultation among the faculty, **the Provost**, the President, and the Board of Regents, unless there is agreement to do otherwise.

### 5.1.3 Rules

- h. Votes on motions before the Joint Faculty Assembly will normally occur at Assembly meetings. However, mail or electronic voting on a motion may be employed, if the Assembly, by a vote of two-thirds of those present and voting, approves either a separate motion or an incidental motion to employ mail or electronic voting methods. Such mail or electronic voting on a motion will be conducted and supervised by the FGCC.
- hi. Sturgis' *Standard Code of Parliamentary Procedures* is the parliamentary authority of the Joint Faculty Assembly, subject to any rules and procedures specified in ~~this section~~ Part V of the Handbook.
- ij. Except as otherwise provided in Part II of the Faculty Handbook, any action taken by the Joint Faculty Assembly is reported to the Provost, who is responsible for both securing any necessary approvals and reporting back to the Assembly.
- jk. Separate votes by the faculty of the College and by the faculty of the University at meetings of the Joint Faculty Assembly ordinarily occur only when required by contract. For purposes of such a vote, one fourth of the voting members of the Joint Faculty Assembly under contract to the College or University, whichever pertains, constitute a quorum.

### 5.1.4 Assemblies of the College and the University

Unless otherwise provided for by the separate assembly, the Chair or Vice Chair of the Joint Faculty Assembly, whichever is under contract to The College of Saint Benedict, is *ex officio* Chair of any assembly of the faculty of the College and Vice Chair of any

assembly of the faculty of the University, and the Chair or Vice Chair of the Joint Faculty Assembly, whichever is under contract to Saint John's University, is *ex officio* Chair of any assembly of the faculty of the University and Vice Chair of any assembly of the faculty of the College. ~~Consequently~~ Moreover, unless otherwise decided by ~~an assembly of~~ the SJU Faculty Assembly, the Chair or Vice Chair of the Joint Faculty Assembly, whichever is under contract to Saint John's University, is *ex officio* ~~elected as~~ the ~~assembly's nominee for the position of~~ voting faculty member of the SJU Board of Regents (See ~~Revised~~ Statutes of the University, Article IV, ~~Section 3~~ Section 4, and the University Bylaws, Article IV, Section 3). Unless otherwise provided for by the separate assembly, the Secretary and Parliamentarian of the Joint Faculty Assembly are *ex officio* Secretary and Parliamentarian for meetings of the separate assemblies.

The Secretary of the Joint Faculty Assembly is selected by the Faculty Governance Coordinating Committee. If the Secretary is not a member of the faculty, then the Secretary has no voting privileges. The responsibilities of the Secretary are to take minutes at meetings of the Joint Faculty Assembly.

In the absence of the Secretary from an assembly meeting, the presiding officer appoints a member of the assembly to serve as Secretary for the duration of the meeting.

## 5.2 Officers

The elected officers of the Joint Faculty Assembly are: the Chair, the Vice-Chair, ~~the Secretary~~, and the Parliamentarian.

### 5.2.3 ~~Secretary~~

~~The responsibilities of the Secretary are to:~~

- ~~a. take minutes at meetings of the Joint Faculty Assembly;~~
- ~~b. insure that agendas, minutes, and supporting documents for assembly meetings are published in a timely manner and archived securely.~~

~~In the absence of the Secretary from an assembly meeting, the presiding officer appoints a member of the assembly to serve as secretary for the duration of the meeting.~~

### 5.2.45.2.3 Parliamentarian

The Parliamentarian advises the presiding officer ~~and all members~~ of the Joint Faculty Assembly ~~and serves as a consultant for the Faculty Governance Coordinating Committee~~ regarding parliamentary procedure and will render a ruling in cases of parliamentary challenges. Rulings of the Parliamentarian will be based upon, and may

be challenged in accord with, the parliamentary authority specified in Section 5.1.3 (h) above.

#### **5.2.55.2.4 Rules for the Election of Officers and Terms of Office**

- e. The ~~Secretary and~~ Parliamentarian ~~are~~ is elected to three-year terms and must be a ~~members~~ of the Joint Faculty Assembly. ~~They~~ The Parliamentarian may be re-elected.

#### **5.2.65.2.5 Vacancies**

Should the office of ~~Secretary or~~ Parliamentarian become vacant before the end of term, the FGCC may, at its discretion, either appoint a new officer to serve until the next regular election or arrange for the election of a new officer who assumes office immediately upon election and serves for the remainder of the term.

#### **5.3.0.1 General Procedures for Standing Faculty Committees**

- e. The Faculty Governance Coordinating Committee (FGCC) supervises the elections of faculty members to standing committees and to faculty offices. ~~If the elected members of a committee are to serve multiple year terms, the terms are staggered to insure continuity. Should a vacancy occur among the elected members of a committee, the FGCC appoints a new member to serve the remainder of the term. Terms of office start during the last committee meeting of the Spring Semester, but not earlier than four weeks before the last day of final examinations.~~ Elections are normally held during spring semester. Ballot nominations from FGCC will be presented to the Joint Faculty Assembly, permitting nomination from the floor. Elections shall be conducted by electronic ballot, with confidentiality of ballots ensured by the FGCC.
- f. Should a vacancy occur among the elected members of a committee, the FGCC appoints a new member to serve ~~the remainder of the term~~ the remainder of the academic year. Election to complete the remainder of the term will take place at the next scheduled election. Terms of office start during the last committee meeting of the Spring Semester, but not earlier than four weeks before the last day of final examinations.
- g. ~~If the elected members of a committee are to serve multiple year terms, the terms are staggered to insure continuity.~~
- fh. Each newly constituted standing committee meets in the spring to elect its chair and begin its work for the coming year. Unless otherwise noted, the chair of the committee is to be chosen from the tenured faculty members of the committee.

- gi. All faculty members, administrative officers, and students of the college and university are welcome to attend standing committee meetings, except portions of meetings designated by the committee as executive session. Any business pertaining to institutional policies and procedures is considered to be nonconfidential and may not be discussed in executive session; any business which reviews, evaluates, or proposes action pertaining to a particular faculty member, student, group of individual faculty members, or group of individual students is considered confidential and must be discussed in executive session.

#### **5.3.1.1 Membership:**

The **voting** members of the Faculty Governance Coordinating Committee are:

- a. five faculty members elected to three-year terms: one member from each of the four academic divisions (Fine Arts, Humanities, Natural Science, and Social Science) and one member from the School of Theology;
- b. the Chair of the Joint Faculty Assembly, who will serve as Chair of the committee;
- c. the Vice Chair of the Joint Faculty Assembly; **and**
- d. **in addition**, the Provost **serves as a non-voting member; and**
- e. **the Parliamentarian of the Joint Faculty Assembly as a non-voting consultant.**

#### **5.3.1.2 Responsibilities:**

- d. coordinate faculty participation in any review of the academic administration; **and**
- e. **communicate with the appropriate faculty committees as deemed necessary; and**
- ef. initiate whatever action is necessary to fulfill its duties and responsibilities.

#### **5.3.2.2 Responsibilities:**

- f. appoint faculty representatives to the CSB Admissions Committee, the SJU Admissions Committee, and the Calendar Committee; **and**

- g. communicate with the appropriate faculty committees as deemed necessary; and
- gh. initiate whatever action is necessary to fulfill its duties and responsibilities.

**5.3.3.1 Membership:**

- a. ~~four~~ five voting members, elected to three-year terms: one faculty member elected from each of the four academic divisions (Fine Arts, Humanities, Natural Science, and Social Science), and one faculty member elected at large.

**5.3.3.2 Responsibilities:**

- f. review and act on proposals for core designations; ~~and~~
- g. communicate with the appropriate faculty committees as deemed necessary; and
- gh. initiate whatever action is necessary to fulfill its duties and responsibilities.

**5.3.4.2 Responsibilities:**

- d. review and recommend changes in the institutional learning goals and objectives of the colleges to the faculty;
- de. recommend academic priorities emerging from the learning goals and objectives of the colleges;
- ef. recommend to the Joint Faculty Assembly changes in institutional learning goals;
- fg. recommend future budget and resource allocations based on academic planning and priorities as they relate to the curriculum;
- gh. review Strategic Priority Initiative proposals involving the academic area and forward recommendations to the Provost;
- hi. participate in all phases of the development and execution of the institutional strategic planning process; ~~and~~
- j. communicate with the appropriate faculty committees as deemed necessary; and

- ik. initiate whatever action is necessary to fulfill its duties and responsibilities.

### **5.3.5.2 Responsibilities**

The duties and responsibilities of the Academic Budget and Planning Committee are to:

- d. assist in the preparation of long-range fiscal plans for the academic area; ~~and~~
- e. communicate with the appropriate faculty committees as deemed necessary; and
- ef. initiate whatever action is necessary to fulfill its duties and responsibilities.

### **5.3.6.1 Membership:**

- b. six non-voting members: the Provost, the Dean of the College at CSB, the Dean of the College at SJU, the Director of the Core Curriculum, Assistant to the Deans/Program Review and Assessment Facilitator, and one student representative, appointed jointly by the CSB and SJU student governments.

### **5.3.6.2 Responsibilities:**

- g. communicate with the appropriate faculty committees as deemed necessary; and
- gh. initiate whatever action is necessary to fulfill its duties and responsibilities.

### **5.3.7.2 Responsibilities:**

- c. recommend institutional changes and improvements necessary to accomplish these goals; ~~and~~
- d. recommend institutional changes and improvements necessary to support faculty research and development;
- e. communicate with the appropriate faculty committees as deemed necessary; and
- ef. initiate whatever action is necessary to fulfill its duties and responsibilities.

**5.3.8.2 Responsibilities:**

- e. review and recommend changes in the criteria for evaluating both the professional performance and the institutional needs governing reviews, tenure, and promotion to the Faculty Handbook Committee; ~~and~~
- f. ~~communicate with the appropriate faculty committees as deemed necessary; and~~
- fg. initiate whatever action is necessary to fulfill its duties and responsibilities.

**5.3.9.2 Responsibilities:**

- e. advise the President on cases of suspension of faculty in accordance with procedures in Section 2.13.6.5; ~~and~~
- f. ~~communicate with the appropriate faculty committees as deemed necessary; and~~
- fg. initiate whatever action is necessary to fulfill its duties and responsibilities.

**5.3.10.2 Responsibilities:**

- i. foster discussion and communication of IT issues and concerns as they impact academic issues; ~~and~~
- j. ~~communicate with the appropriate faculty committees as deemed necessary; and~~
- jk. initiate whatever action is necessary to fulfill its duties and responsibilities.

**5.3.11.2 Responsibilities:**

- a. initiate or receive proposals for amending or revising the Faculty Handbook as described in Section 2.15;
- b. process proposed Faculty Handbook changes through the Faculty Assembly and ~~the President~~ ~~the Provost~~, who will notify the President and secure acceptance, rejection, or proposed amendments to the proposals in accordance with the procedures described in Section 2.15.3;
- c. petition for emergency changes in the Faculty Handbook by following procedures in Section 2.15.4;

- d. assist in the interpretation of particular passages in the Faculty Handbook;
- e. initiate or receive charges of Handbook violations, and when necessary, implement procedures for action, including filing a grievance according to procedures in Section 4.1;
- f. oversee the preliminary steps of each grievance as described in Section 4.1.5.3 and report annually to the Assembly about all faculty grievances filed, as described in Section 4.1.11.2;
- g. act as an oversight committee for Faculty Handbook issues; **and**
- h. **communicate with the appropriate faculty committees as deemed necessary; and**
- hi. initiate whatever action is necessary to fulfill its duties and responsibilities.

**5.3.12.2 Responsibilities:**

- a. conduct an open meeting with the faculty to elicit salary and fringe benefit concerns;
- b. negotiate with the appropriate administrative officers and committees regarding faculty compensation;
- c. appoint representatives to serve on the Joint Benefits Committee;
- d. review the fringe benefit package annually and recommend changes in fringe benefits to the Joint Faculty Assembly and the appropriate administrative officers and committees;
- ~~e. meet at least once in the Fall semester with the Academic Budget and Planning Committee to discuss the budgetary implications of salary and fringe benefit requests;~~
- fe. make recommendations for faculty compensation annually to the Academic Budget and Planning Committee, to the Joint Faculty Assembly, and to the administration;
- gf. recommend a method for distribution of the compensation package to the Joint Faculty Assembly each year;
- hg. make recommendations to the Provost on individual equity adjustments annually;

- ih. review policies governing medical leaves and advise the Provost on such policies;
- ji. review and recommend policies regarding early or partial retirement programs, in consultation with the Faculty Research and Development Committee;
- j. **communicate with the appropriate faculty committees as deemed necessary; and**
- k. initiate whatever action is necessary to fulfill its duties and responsibilities.

**5.3.13.2 Responsibilities:**

- n. act as a faculty advisory committee to the Dean of the School of Theology;  
**and**
- o. **communicate with the appropriate faculty committees as deemed necessary; and**
- op. initiate whatever action is necessary to fulfill its duties and responsibilities.