

AGREEMENT

THIS AGREEMENT is made and entered into by and between THE ORDER OF ST. BENEDICT, a corporation conducting St. John's University, Collegeville, Minnesota, hereinafter referred to as the University, and Edward L. Henry, hereinafter referred to as the Appointee, each of whom, in consideration of the promises and agreements of the other herein made, agrees as follows:

(1) The University offers and agrees to employ the full time services of the Appointee for the period of one years, beginning on the first

day of September, 1955, and to pay therefor the annual sum of \$4900 plus \$500 dollars in equal pro-rated amounts monthly during the academic year. At the discretion of the University or of the Appointee, the amount may be pro-rated and paid on a twelve-month basis.

(2) The University offers and agrees to employ until retirement the full time services of the Appointee beginning on the _____ day of _____, 19____, and to pay therefor the annual sum of _____ dollars in equal pro-rated amounts monthly during the academic year. At the discretion of the University or of the Appointee, the amount may be pro-rated and paid on a twelve-month basis.

(3) The Appointee accepts the rank and title of Associate Professor in the 1st/2nd second year* year of service at said University and agrees to teach a maximum of 12 class hours per week, and to perform the collateral duties usually associated with the teaching position to which he shall be assigned, including plus debate, 9 hours plus debate during second semester

(4) The Appointee agrees to observe the rules and regulations of the university, including the following:

- a) To perform with due diligence and competence the duties listed in paragraph (3).
- b) To conduct himself in such a manner as not to discredit the principles and ideals for which the University stands.
- c) To conduct his teaching and professional activities in such a manner as not to be offensive to Catholic doctrine and morals.

(5) With respect to tenure, this contract shall remain in force in accordance with the rules governing tenure as provided in the Statement of Policy on Rank and Tenure, approved by the Board of Trustees on May 11, 1954. If the University should wish to effect a change in the salary or academic rank of the Appointee, such change may be accomplished

* Mr. Henry came with the understanding that he was to be given tenure after a period of two years.

by means of a modification of this contract. Such modification shall take the form of an agreement between the University and the Appointee and be signed by both, and shall be made a part of this contract by incorporation herein.

(6) For all ranks, excepting the position of lecturer, this contract shall be deemed to be renewed each year automatically for one year, unless notice, in writing, is given by either party before March 1 prior to the date of expiration of this contract.

(7) In the event the Appointee is an Instructor or Assistant Professor, and shall be unable to perform all or a substantial part of his duties for a period in excess of six months on account of ill health, this agreement may be terminated by the University; in like cases when the Appointee is an Associate Professor or Professor, he may be placed upon indefinite leave of absence, until such time as he may be able to resume his duties.

(8) This contract may be dissolved at any time by mutual consent of both parties.

(9) Termination of tenure or dismissal of the Appointee previous to the expiration of the appointment shall be only for breach of the rules and regulations listed in paragraph (4). However, in cases where the facts are in dispute, the Appointee shall be notified in writing of the charges made against him, and shall be afforded a reasonable opportunity to have a hearing before the Board of Trustees of the University. At this hearing he may bring with him another person to act as his advisor, and a copy of the minutes of this hearing shall be made available to him. The decision of the Board of Trustees shall be binding upon the University and the Appointee.

IN WITNESS WHEREOF the parties hereunto set their hands at Collegeville, County of Stearns, Minnesota, this 29 day of September, 1955.

ORDER OF ST. BENEDICT, INC.

By Baldwin Dworschak, O.B.

Pres.

Edward J. Henry.

Appointee