

Review and Planning Committee Minutes - October 29, 2003

PRESENT: Rich Allen, Jolene Barjasteh, Bob Hanson, Jim May, Alan Norton, Nancy Paddelford, Mark Schelske, Paul Wojick
Guest: David Emery

Minutes from the October 22 meeting were approved with the proviso that the letter from President Thomforde be included with the web posting of the minutes.

It was decided that the best way to communicate the text of the above letter to present and future faculty would be with a footnote defining the nature of a unilateral contract. Paul will draft a statement on this for RPC's meeting next week. It was questioned as to whether or not this would need to be proposed as an amendment to the Faculty Manual.

Line item salary recommendations due to the Dean of the College by November 15 were the next topic of discussion. It was noted that the deadline was missed last year. The value of making a recommendation was discussed. Alan explained that although the recommended percentage for increases may not be a possibility due to budget constraints the request shows desire on behalf of the faculty. Discussion continued on past recommendations, implementation, and issues with administration. Instead of specifying a specific percentage for raises, RPC specified where St. Olaf should rank in relation to peer institutions. This RPC recommendation was brought before College Council, discussed in conjunction with staff salaries and put into the Strategic Plan with the goal of reaching a minimum salary level of 80% of those of peer institutions and moving steadily upwards. No timetable was specified. Alan has created scenarios involving 2%, 4%, and 6% wage pools and has modeled them to show how the college would be financially affected. Wage increases will be on RPC's agenda in November.

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Although all members of the faculty are presently assigned to a department, with more interdisciplinary positions in the future joint appointments will need to be addressed in Section 4 XI.2 of the Faculty Manual. It was decided to establish the basics for the tenure and promotion recommendation and then work on variations. Those persons spending more time thinking and talking about it in relation to joint appointments are asked to make a recommendation of a proposal to RPC.

Discussion continued on a draft of the tenure and promotion statement reflecting uniformity across the board. A sentence on joint appointments would clarify the role of multiple departments in the process. It was suggested that a sentence be inserted after a subcommittee reviews joint appointments with the sentence referenced deleted for now.

Respectfully submitted,
Pam Dresow

Letter from President Thomforde to RPC

October 23, 2003

Paul Wojick, Chair
Review and Planning Committee
St. Olaf College

Dear Paul:

You have asked for clarification of the College's intent with respect to the proposed division of the existing Faculty Manual into separate documents. When reflecting on the Manual in its current state, it seemed that the faculty had an interest in gaining increased clarity as to which policies contained in the current Faculty Manual the College agrees it is contractually obligated to follow. For this reason, it was decided to divide the current Faculty Manual into two documents. The first, which will continue to be entitled "Faculty Manual," will contain language affirmatively acknowledging that the College is bound to follow the policies contained therein. The second portion of the current Faculty Manual will become a second book which, along with items from the current Faculty Handbook, will now be entitled "Faculty Handbook." The Faculty Handbook will contain, for example, informational items, benefits descriptions, policies related to legally required leaves and nondiscrimination obligations, and policies of the sort that would ordinarily be found in an employee handbook.

The proposed Faculty Handbook will not constitute an enforceable contract. Thus, this book will have the same legal status as the many employee handbooks that thousands of other Minnesota employees have. Faculty of higher education institutions, however, are not ordinary employees, and consequently, it is important that a second document exist, which will contain policies such as those relating to tenure and academic freedom, and which will make clear that the College is bound to follow those policies. In addition, of course, the College is bound to provide the life, health, dental and retirement benefits described in official ERISA benefit plan documents, or in contracts with insurance companies, as they all may be in effect at the time.

When a document is legally binding, it is, of course, a contract. The type of contract the Faculty Manual will be is a "unilateral contract." It has been explained to us that a unilateral contract is one that is not negotiated between two parties, but instead is offered by one party without receiving in return any promise of performance from the other. With a unilateral contract, the offering party must perform according to the offer for as long as the offer remains standing. A credit card agreement may be an example of such a unilateral contract. The interest rate and other terms of the credit card are not negotiated. The credit provider simply offers the terms. The credit provider may notify the cardholder of a change in interest or other terms, and need not negotiate with the cardholder before making such changes, as long as all notice or other terms in the agreement relating to revisions of the terms have been satisfied.

If the proposed division of the Handbook and Manual is carried out, requirements applying to the faculty shall continue to be communicated and enforced in all the ways that are used now. Department chairs may issue instructions; the President or other administrators may ask from time to time for certain actions to be taken; or the Manual and Handbook may contain directives. In all instances, the College's remedies in the event a faculty member fails to comply or to perform shall be limited by the disciplinary and dismissal policies to be contained in the new Manual. The College has never intended and does not intend now that the proposed Manual/Handbook split should result in an ability by the College to legally enforce in a court of law its Manual requirements on faculty.

I am hopeful that the very recent discussions about just what type of contract the Manual will be will not get us off track from the important task we have begun. I agree as others have said that a faculty manual is an important document, and one we adopt in good times to protect us all in bad ones. While we are all wise to be cautious and thoughtful about this project, please accept without undue suspicion the College's good faith willingness to formally acknowledge - something it has never before done - that the policies most precious to the faculty (such as those relating to tenure and academic freedom) are legally binding, and understand that under the new manual, the disciplinary, dismissal, and other policies in the new manual will continue to limit the College in such matters of importance.

Very truly yours,

Christopher M. Thomforde
President