

STATE OF NEW HAMPSHIRE
SUPERIOR COURT

HILLSBOROUGH, SS.
NORTHERN DISTRICT

No. 216-2019-CV-01068

ABBOT MARK COOPER, O.S.B.

v.

BOARD OF TRUSTEES OF SAINT ANSELM COLLEGE

**ASSENTED-TO MOTION FOR EXPEDITED APPROVAL OF SETTLEMENT
AGREEMENT**

Respondent, Board of Trustees of Saint Anselm College (“Respondent”), respectfully moves this honorable Court to approve the Settlement Agreement entered into among Petitioner, Abbot Mark Cooper, O.S.B. (“Petitioner”), Respondent and Intervenor, the Director of Charitable Trusts (“Director”) for the reasons that follow:

1. In 2019, a corporate governance and control dispute arose between the Respondent and the Petitioner.
2. Specifically, on November 27, 2019, Petitioner initiated the above-captioned matter by filing a Verified Petition for Declaratory Judgment and Injunctive Relief (the “Verified Petition”) seeking, among other things, a declaration by this Court that RSA 292:6 does not apply to the Saint Anselm College corporation (the “College Corporation”).
3. On December 6, 2019, the Director of Charitable Trusts moved to intervene in the above-captioned matter, and on December 10, 2019 this Court granted his motion.

4. On March 12, 2020, Respondent filed an Answer and Counterclaims (the “Answer”) in response to the Verified Petition (the Answer and the Verified Petition are referred to collectively as the “Action”).

5. On June 22, 2020, this Court entered an Order that during the pendency of this Action, the Petitioner and Respondent could only amend the bylaws of the College Corporation by agreement consistent with the terms of Respondent’s Assented-to Motion for Clarification, dated June 19, 2020, and subject to notice to the Court.

6. The parties have since agreed to enter into a proposed Settlement Agreement, attached hereto as **Exhibit 1**.

7. As set forth more fully in the Settlement Agreement, the parties have agreed to settle this matter as follows:

- a. The parties will adopt Amended and Restated Bylaws of the College Corporation (the “Bylaws”) referenced by and incorporated in the Settlement Agreement as **Exhibit A**;
- b. The parties will adopt Memoranda of Understanding referenced by and incorporated in the Settlement Agreement as **Exhibit B**; and
- c. The parties will execute any additional documents reasonably necessary to further indicate to third parties, including but not limited to, the New England Commission on Higher Education, the legitimacy of the Settlement Agreement and the Bylaws adopted thereto.

8. The parties’ Settlement Agreement resolves the above-captioned matter in full. Accordingly, the Respondent requests that this Court approve the Settlement Agreement.

9. The parties require expedited approval of the Settlement Agreement because Petitioner and Respondent are scheduled to meet with Saint Anselm College’s accreditor, the New England Commission of Higher Education (“NECHE”), on November 19, 2020.

10. Saint Anselm College will be in a better position to secure reaccreditation if the parties can confirm that this pending litigation is resolved and provide a Settlement Agreement approved by this Court to NECHE either before or during the November 19 meeting.

11. Accordingly, it is in the best interests of Saint Anselm College for this Court to expeditiously approve the Settlement Agreement.

12. Both the Petitioner and the Director assent to the relief sought in this Motion.

WHEREFORE, the Respondent respectfully requests that the Court:

- A. Grant the Respondent's Assented-to Motion for Expedited Approval of the Settlement Agreement;
- B. Enter an order in substantially the form set forth in the attached Proposed Order; and
- C. Grant such other and further relief as is just and proper.

Respectfully submitted,

The Board of Trustees of Saint Anselm College

By its attorneys,
Bernstein, Shur, Sawyer & Nelson, P.A.

Dated: November 4, 2020

/s/ Ovide M. Lamontagne
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CERTIFICATE OF SERVICE

I hereby certify that on this date I am sending a copy of this document as required by the rules of the court. I am electronically sending this document through the court's electronic filing system to all attorneys and to all other parties who have entered electronic service contacts in this case. I am mailing or hand-delivering copies to all other interested parties.

/s/ Ovide M. Lamontagne
Ovide M. Lamontagne, Esq.

EXHIBIT 1

STATE OF NEW HAMPSHIRE
SUPERIOR COURT

HILLSBOROUGH, SS.
NORTHERN DISTRICT

No. 216-2019-CV-01068

ABBOT MARK COOPER, O.S.B.

v.

BOARD OF TRUSTEES OF SAINT ANSELM COLLEGE

Settlement Agreement

This Settlement Agreement (the “Agreement”) is entered into as of the date of the Order of the Hillsborough Superior Court approving the Agreement (“Effective Date”) by and between Petitioner, Abbot Mark Cooper, O.S.B., on behalf of himself and the Members of Saint Anselm College, who are the Members of the Chapter of Saint Anselm Abbey in good standing (referred to as the “Petitioner” or the “Members”) who also serve as the members of Saint Anselm College corporation (the “College Corporation”) and Respondent, the Board of Trustees of Saint Anselm College (referred to as “Respondent” or “Trustees”). Petitioner and Respondent are also individually referred to as “Party” and collectively referred to as the “Parties.”

Recitals

WHEREAS, on November 27, 2019, Petitioner initiated the above-captioned matter by filing a Verified Petition for Declaratory Judgment and Injunctive Relief (“Verified Petition”) seeking, among other things, a declaration by the Hillsborough Superior Court that RSA 292:6 does not apply to the College Corporation;

WHEREAS, the New Hampshire Director of Charitable Trusts (“Director”) intervened in the above-captioned matter on December 6, 2019;

WHEREAS, on February 19, 2019, Wadleigh, Starr and Peters, PLLC (“the Wadleigh Firm”), then counsel for Petitioner, was disqualified from continuing to represent Petitioner by Court Order (the “Disqualification”) and has since filed an independent appeal challenging the Disqualification before the New Hampshire Supreme Court (Docket No. 2020-0172) (the “Appeal”);

WHEREAS, on March 12, 2020, Respondent filed an Answer and Counterclaims (“Answer”) in response to the Verified Petition (the Answer and the Verified Petition are referred to collectively as the “Action”);

WHEREAS, the Parties reached an agreement to resolve their differences and to terminate and conclude the Action without prejudice; and

WHEREAS, the Parties will seek a determination that the Director of Charitable Trusts as Intervenor has no objection to the Court's approval of this Agreement;

NOW, THEREFORE, for good and valuable consideration set forth in this Agreement, the receipt and legal sufficiency of which the Parties hereby acknowledge, Petitioner and Respondent, intending to be legally bound hereby, agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby made a part of this Agreement and are incorporated into this Agreement by reference.
2. **Adoption of Amended and Restated Bylaws of the College Corporation**. Upon approval of this Agreement by the Court, the Parties agree that within ten (10) days, the Members will adopt the Amended and Restated Bylaws of the College Corporation (the "Bylaws") pursuant to Article XX of the October 29, 2019 Bylaws in the form appended hereto as **Exhibit A** and they will deliver the same to Respondent.
3. **Adoption of Memoranda of Understanding**. Upon approval of this Agreement by the Court, the Parties agree that within ten (10) days, they will cause to be executed the Memoranda of Understanding in the form appended hereto as **Exhibit B**.
4. **Coexistence and Cooperation**. In the event that, despite the undertakings set forth in this Agreement, there is confusion between the Parties' respective roles in the governance of the College Corporation pursuant to the Bylaws, the Parties agree to reasonably cooperate with one another in attempting to resolve and eliminate any further confusion.
5. **Costs and Fees**. The Parties further agree that they will bear their own costs, expenses, and attorney's fees, whether taxable or otherwise, incurred in or arising out of or in any way related to the matters released herein and set forth in this Agreement.
6. **Dismissal of Action Without Prejudice**. Upon approval of this Agreement by the Court, the Parties agree that the Action is dismissed without prejudice.
7. **Appeal**. The Parties agree to use their best efforts to resolve the underlying issues in the Appeal so that it is withdrawn by the Wadleigh Firm or dismissed by the New Hampshire Supreme Court.
8. **Miscellaneous**.
 - a. The Parties each agree to execute additional documents reasonably necessary to further indicate to third parties, including but not limited to, the New England Commission on Higher Education, the legitimacy of the Bylaws and the Parties' agreement to follow and abide by the Bylaws. Further, each Party hereto shall execute and deliver such additional documents, instruments, conveyances, and

assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the actions contemplated hereby.

- b. This Agreement shall inure to the benefit of and be binding upon the Parties.
- c. The Parties represent, acknowledge and agree that this Agreement is fair and reasonable under the circumstances and that, in entering into this Agreement, neither is relying in any way on any representation or act of the other Party other than as expressly set forth in this Agreement. The Parties further acknowledge that they have carefully read and fully understand the terms, conditions and provisions of this Agreement, including but not limited to **Exhibits A and B**, and that they had the opportunity to be represented by legal counsel of their own selection throughout the negotiation and execution of this Agreement, and that they enter into this Agreement freely and voluntarily.
- d. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.
- e. The Parties agree that this Agreement, which incorporates by reference the recitals above and the attached **Exhibits A and B**, represents the entire agreement of the Parties to resolve the Action and supersedes all prior negotiations, agreements, understandings, or representations between and among them with regard to resolution of the Action and may not be waived or amended except by written agreement signed by both Parties. All other agreements, including but not limited to the “Statement on Benedictine Stewardship and Terms of Agreement” dated January 20, 2009, the “Agreement” dated March 30, 2009, and the “Recitals” dated July 1, 2009 shall remain in full force and effect, unless otherwise amended by the bylaws attached as Exhibit A, and this Agreement shall not be construed in anyway as amending, superseding, terminating or otherwise affecting such agreements.
- f. The headings of the Sections of this Agreement are for convenience only and shall not affect this Agreement’s construction or interpretation.
- g. Except as provided in Section h. below, all disputes arising out of or in connection with this Agreement or its validity shall be brought before the Hillsborough Superior Court, Northern District. The rules of law applicable to the merits shall be the laws of the State of New Hampshire.
- h. In the event that there is a dispute arising out of or related to this Agreement, the Parties agree that they shall first attempt in good faith to provide notice as set forth above and to resolve it through negotiations between counsel. If the Parties are unable to resolve the dispute through such negotiations within 45 days from the date of notice, then the Parties shall submit the dispute to mediation. The Parties shall cooperate with one another in selecting a neutral mediator and in

scheduling the mediation proceedings. The Parties agree to mediate in good faith. If the Parties cannot resolve the dispute for any reason within 90 days from the date of notice, then either Party may bring said dispute to the Hillsborough Superior Court, Northern District.

- i. The Parties hereto agree and acknowledge that this Agreement is a compromise settlement of each Party's disputed claims, and that the covenants given in consideration of this Agreement, as well as the execution of this Agreement, shall not be construed to be an admission of liability on the part of either Party with respect to the disputed matters set forth above, and specifically, with respect to the applicability of RSA 292.
- j. The drafting and negotiation of this Agreement have been participated in by each of the Parties, and for all purposes this Agreement shall be deemed to have been drafted jointly by each of the Parties. The Parties agree that in no event shall this Agreement be presumptively construed against any Party.
- k. Each individual executing this Settlement Agreement for a Party represents and warrants to the other Parties that: (a) such Party has all requisite power and authority to enter into and carry out all obligations undertaken by such Party in connection herewith; and (b) this Settlement Agreement has been duly authorized and delivered in accordance with applicable laws and bylaws and constitutes the valid and binding obligation of such Party. For avoidance of doubt, this Agreement is binding upon the Corporation Members.
- l. If, for any reason, any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement nevertheless shall be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the Agreement.

Abbot Mark Cooper, O.S.B.,
Petitioner

Board of Trustees,
Respondent

By: /s/ Mark Cooper, O.S.B.

By: /s/ Joseph Loughrey

Name: Abbot Mark Cooper, O.S.B.
Title: Chair of the Members

Name: Joseph Loughrey
Title: Chair of the Board

Date: November 3, 2020

Date: November 3, 2020

EXHIBIT A

1
2 The Bylaws of Saint Anselm College
3 *approved 27 January 2009, as amended and restated September 15, 2015*
4 *and, as amended and restated February 6, 2017,*
5 *and as amended and restated May 26, 2019 and October 29, 2019*
6

7 [THIS DRAFT REFLECTS PROPOSED BYLAW CHANGES AS PART OF A
8 SETTLEMENT PROPOSAL TO BE CONSIDERED BY THE BOARD AND THE
9 MEMBERS.]
10

11
12 ARTICLE I

13 Name

14
15 The name of this Corporation shall be “Saint Anselm College.”
16
17

18 ARTICLE II

19 Place of Business

20
21 The place of business of this Corporation shall be at Goffstown, in the County of Hillsborough,
22 and State of New Hampshire.
23
24

25 ARTICLE III

26 Purpose & Definitions

27
28 The object and aim of this Corporation is the institution of learning, known as Saint Anselm
29 College. Saint Anselm College is an educational corporation, established by charter granted on 1
30 August 1889 and is an independent, private, Catholic institution. As such, it is thoroughly
31 committed to the teaching of the Roman Catholic Church and maintains communion with the
32 Holy See and the Roman Catholic Bishop of Manchester. As the primary work and object of the
33 ongoing stewardship of the Members of the Corporation, Saint Anselm College fulfills its
34 mission in accord with the principles and ideals of the Rule of Saint Benedict. The purposes of
35 the Corporation are exclusively charitable, educational, religious, and scientific within the
36 meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the
37 corresponding provision of any future United States Internal Revenue Law (“Section 501(c)(3)”).
38 In furtherance of such purposes, the Corporation shall have the same powers as an individual to
39 do all things necessary or convenient to carry out the purposes of the Corporation, as set forth in
40 its charter and these Bylaws, including all power and authority granted by the laws of New
41 Hampshire within and subject to the limits of Section 501(c)(3).
42

43 To aid in the interpretation of these Bylaws, certain definitions and rules of construction are
44 provided in Article XIX.
45
46

1 ARTICLE IV

2 Mission

3

4 Saint Anselm is a Catholic, Benedictine College providing all its students a distinctive liberal
5 arts education that incorporates opportunities for professional and career preparation. It does so
6 in a learning community that encourages the lifelong pursuit of the truth and fosters intellectual,
7 moral and spiritual growth to sustain and enrich its graduates' personal lives, work, and
8 engagement within local, national, and global communities.

9

10 All Members of the Corporation and of the Board of Trustees of the Corporation shall at all
11 times conduct the affairs of the Corporation in such a manner as to promote and foster the
12 mission of the Corporation, its status as a Catholic Institution, the traditional and distinctive
13 Benedictine orientation of the Corporation, and the continuing presence of the Members of Saint
14 Anselm Abbey and their apostolate in the life of the Corporation, particularly in roles at all levels
15 of the academic disciplines offered by the Corporation and in the administration of the
16 Corporation.

17

18

19 ARTICLE V

20 Seal of the Corporation

21

22 The seal of the Corporation shall be a circular disc with the arms of Saint Anselm College
23 surrounded by the words *Sigillum Collegii Sancti Anselmi 1889*.

24

25

26 ARTICLE VI

27 Membership

28

29 Members of the Chapter of Saint Anselm Abbey in good standing shall be *ipso facto* Members of
30 the Corporation.

31

32

33 ARTICLE VII

34 Officers of the Corporation Members

35

36 The officers of the Corporation Members shall be the Chair of the Members, Vice-Chair, and
37 Secretary.

38

39 1. The Chair of the Corporation Members

40

41 a. The Abbot of Saint Anselm Abbey shall be the Chair. The Abbot of Saint Anselm Abbey
42 or, in his absence or if he is unable to serve, the Administrator of said Abbey in the town
43 of Goffstown, County of Hillsborough and State of New Hampshire shall be *ex officio* the
44 Chair of the Corporation Members. It is the Chair's right and power to appoint, name or
45 remove the other officers of the Corporation Members. The Chair of the Corporation
46 Members shall have the duties set forth in these Bylaws.

- 1
2 b. The Chair of the Corporation Members shall also be *ex officio* Chancellor of Saint
3 Anselm College. The role and duties of the *ex officio* Chancellor of Saint Anselm
4 College are solely ceremonial. He shall preside at commencements, convocations and
5 other such assemblies of the College.
6
7 c. The Chair of the Corporation Members shall call and preside over the annual meeting and
8 all other meetings of the Members.
9
10 d. He shall present important matters relating to the Reserved Powers as set forth in Article
11 IX to the Corporation Members for consideration and necessary action.
12
13 e. He shall have custody of and affix the seal of the Corporation to all papers which may
14 require it.
15
16 f. Upon completion of the applicable procedure for selecting a President established in
17 Article XII.7, he shall present a candidate for President of the College to the Board of
18 Trustees; following approval by the Board of Trustees, he shall immediately thereafter
19 appoint the President of the College.
20
21 g. He shall cause to be made each year a report by the President of the College on the state
22 of Saint Anselm College, a report by the Treasurer of the College on the financial state of
23 Saint Anselm College and a report by the Chair of the Board of Trustees to the
24 Corporation Members.
25
26 h. The Chair of the Corporation Members, or his duly authorized designee, shall have the
27 authority to execute and sign all documents pertaining to the exercise of the Reserved
28 Powers set forth in Article IX of these Bylaws. For purposes of execution and signature
29 relating to the transfer of real property, the President shall be the duly authorized
30 designee of the Chair of the Corporation Members who may execute such documents
31 upon notice by the Chair of the Corporation Members to the President that the
32 Corporation Members have approved the transfer pursuant to Article IX.2.
33

34 2. The Vice-Chair of the Corporation Members
35

- 36 a. The Vice-Chair of the Corporation Members shall be appointed by the Chair of the
37 Corporation Members.
38
39 b. He shall perform those duties assigned to him by the Chair of the Corporation Members.
40

41 3. The Secretary of the Corporation Members
42

- 43 a. The Secretary of the Corporation Members shall be appointed by the Chair of the
44 Corporation Members.
45
46 b. He shall keep the minutes of the meetings, when approved, as permanent records.

1 ARTICLE VIII

2 Meetings of the Corporation Members

- 3
- 4 1. An annual meeting of the Corporation Members shall be held each year at such a time as
5 determined by the Chair of the Corporation Members for the purpose of transacting any
6 business which may come before the meeting.
7
 - 8 2. Other meetings of the Corporation Members may be called at any time by the Chair of the
9 Corporation Members.
10
 - 11 3. All regular and special meetings of the Corporation Members shall be held at Saint Anselm
12 Abbey in Goffstown, New Hampshire, or at such other place within or outside of the State of
13 New Hampshire as shall be fixed in the notice of the meeting.
14
 - 15 4. Written notice stating the place, date and hour of the meetings of the Corporation Members
16 shall be delivered to each member either personally, by mail, or by any other method of
17 communication at least two (2) calendar days in advance of the meeting. In the case of
18 meetings held without previous notice, a written waiver of notice, executed before or after
19 the meeting, shall be deemed equivalent to notice of the meeting. The notice shall include an
20 agenda for the meeting. A copy of the notice and agenda shall be provided to the Chair of
21 the Board of Trustees and the President of the College.
22
 - 23 5. The Chair of the Corporation Members shall call and preside at the meetings of the
24 Corporation Members.
25
 - 26 6. Except as otherwise provided in these bylaws, a majority of the Corporation Members
27 resident at Saint Anselm Abbey as defined in Article VI shall constitute a quorum for the
28 conduct of business. Actions may be taken by a majority vote (or such other greater
29 percentage vote as is required by these bylaws) of those Corporation Members present at a
30 meeting at which a quorum is present.
31
 - 32 7. The Secretary shall keep minutes of the meetings of the Corporation Members and give due
33 and proper notice of meetings to Corporation Members. A copy of the minutes shall be
34 provided to the Chair of the Board of Trustees and the President of the College. Any actions
35 proposed by the Corporation Members relating to the Reserved Powers shall be
36 communicated to the Chair of the Board of Trustees and the President of the College as soon
37 as reasonably practical after the meeting of the Corporation Members unless otherwise
38 specified herein.
39

40

41 ARTICLE IX

42 Reserved Powers of the Corporation Members

43

44 The following matters relating to the mission and identity of Saint Anselm College are reserved
45 to the Corporation Members:
46

- 1 1. Changes to and interpretation of the fundamental mission and identity of the institution,
2 which is a college of higher education providing a distinctive liberal arts education
3 committed to the teachings of the Roman Catholic Church and to the principles of its
4 Benedictine identity;
5
- 6 2. Authorization for purchase, sale, or long-term (one (1) year or longer) lease of any campus
7 real property from or to a third party in excess of the amount provided in the annual budget
8 approved by the Board of Trustees and approved at the annual meeting of the Corporation
9 Members;
10
- 11 3. Approval of a campus master plan, the construction and siting of significant new campus
12 buildings or roadways, and any substantial change to the physical environment of the
13 campus. Any authority exercised hereunder shall be subject to the budget established for such
14 improvement by the Board of Trustees;
15
- 16 4. Authority to repeal or change the Bylaws reserved to them pursuant to Article XX.2,
17 consistent with RSA 292:6 (2020);
18
- 19 5. Merger or consolidation, or dissolution, of the Corporation, provided that such action shall be
20 recommended by a two-thirds (2/3rds) vote of the Board of Trustees;
21
- 22 6. The election of Members of the Corporation to the Board of Trustees; and
23
- 24 7. When the Chair of the Corporation Members determines that a proposal or matter being
25 considered by the Board of Trustees may fall within the Reserved Powers, the Chair of the
26 Corporation Members shall notify the Chair of the Board of Trustees and thereafter meet
27 with the Chair of the Board of Trustees and, if determined advisable by the Chair of the
28 Board of Trustees, the Officers of the College identified under Article XII and/or the Chair of
29 the Board Committee on Catholic and Benedictine Mission and Identity, to discuss the
30 matter. If the Chair of the Corporation Members and the Chair of the Board of Trustees agree
31 that the proposal falls within the Reserved Powers, the Chair of the Corporation Members
32 will forward the proposal to the Corporation Members for their consideration and vote. Two-
33 thirds majority of the Corporation Members resident at Saint Anselm Abbey as defined in
34 Article VI shall constitute a quorum of the Corporation Members for purposes of voting
35 pursuant to this Article IX.
36

37 If the Chair of the Corporation Members and the Chair of the Board do not agree that the
38 proposal falls within the Reserved Powers, the following process will take place:
39

40 The Chair of the Corporation Members will meet with the Corporation Members for
41 preliminary consideration as to whether or not the matter falls under Reserved Powers. No
42 vote will be taken by the Corporation Members.
43

44 If, following the meeting with the Corporation Members, the Chair of the Corporation
45 Members still believes that the proposal may fall under the Reserved Powers, he shall notify
46 the Chair of the Board of Trustees who will notify the Board of Trustees. The Chair of the

1 Board of Trustees may consult with the Board Committee on Catholic and Benedictine
2 Mission and Identity but shall convene the Board of Trustees for consideration of the matter.
3

4 The Chair of the Board will convey to the Corporation Members, in writing or in person, the
5 results of the discussion of the Board of Trustees. Once the Corporation Members have
6 received the results from the Chair of the Board of Trustees, if the Chair of the Corporation
7 Members still believes the matter falls within reserved powers, he will bring the matter to the
8 Corporation Members for a non-binding vote on the matter. If the Corporation Members
9 determine by a two-thirds (2/3rds) non-binding vote of the Corporation Members in
10 residence that the proposal falls under the reserved powers, the Chair of the Corporation
11 Members shall notify the Chair of the Board of Trustees.
12

13 The Chair of the Corporation Members shall invite the Officers of the College as identified in
14 Article XII to meet with the Corporation Members to discuss the matter. After meeting with
15 the Officers of the College, if the Chair of the Corporation Members still determines that the
16 matter falls within Reserved Powers, he will submit the matter to the Corporation Members
17 for final consideration. If the Corporation Members agree by a two-thirds (2/3rds) vote of
18 the Corporation Members in residence that the matter falls within the Reserved Powers, the
19 Chair of the Corporation Members shall notify the Chair of the Board of Trustees who shall
20 notify the Board of Trustees. The final decision on the proposal or matter will be made by the
21 Corporation Members.
22

23 ARTICLE X

24 Authority and Responsibilities of the Board of Trustees

25

26 The Board of Trustees shall have the authority to perform and act as necessary or consistent in
27 the exercise of its power and authority in the complete governance of the affairs not otherwise
28 reserved to the Corporation Members as set forth in Article IX.
29

30 The authority of the Board of Trustees is exercised through its general, academic and financial
31 policy-making functions and its responsibility for the College's financial health and welfare.
32 The Board of Trustees shall exercise institutional authority as set forth in these Bylaws of Saint
33 Anselm College. It shall have the authority to oversee the affairs of the College and carry out all
34 lawful functions that are permitted by these Bylaws. This authority, exercised in consultation
35 with the President of the College, shall include but shall not be limited to these illustrative
36 functions:
37

- 38 1. Support the College's mission and ensure that the College is fulfilling its mission and
39 purposes.
40
- 41 2. The selection and termination of the President of Saint Anselm College shall be by a vote of
42 the Board of Trustees as follows:
43
 - 44 a. Presidential Selection. Subject to Article XII, select and approve the President of the
45 College, who is the College's Chief Executive Officer, and determine and approve all
46 terms and conditions of such appointment. If an Interim President is needed, the Board

1 of Trustees shall determine the term of service for such Interim President and all terms
2 and conditions of such appointment.
3

4 b. Presidential Termination. Should the Board of Trustees, by a two-thirds (2/3rds) majority
5 vote, determine that the President of the College should be removed either on its own
6 initiative or upon the recommendations of the Trustee Overseers of Saint Anselm College
7 as set forth in Article XI.6., the Chair of the Board of Trustees shall notify the Chair of
8 the Corporation Members. Upon such notification, and after consultation with the Chair
9 of the Corporation Members, the Chair of the Board is authorized to immediately remove
10 the President of the College upon terms and conditions the Board deems appropriate.
11

12 3. Consider, review and approve the appointment of any Vice Presidents and Institutional
13 Officers, and advise the President regarding the qualifications for and terms of employment
14 of any Vice President and Institutional Officer. Prior to reviewing and approving the
15 appointment of the Vice President of Academic Affairs and the Dean of the College or other
16 Institutional Officer overseeing academic affairs, the Board of Trustees shall receive any
17 comments and recommendations provided by the Faculty Senate in a manner deemed
18 appropriate to the search for such position. Upon considering, reviewing and approving any
19 appointment, the Board of Trustees shall maintain a preference for appointing qualified
20 Benedictines of Saint Anselm Abbey. Any Benedictine duly appointed shall be an employee
21 of the College, be subject to annual performance assessments, and shall receive all
22 appropriate benefits and assume all such liabilities in accordance with such status.
23

24 4. Provide counsel and support to the President and annually assess his/her performance based
25 on goals and other criteria established by the Chair of the Board, the Board of Trustees, and
26 the Chair of the Corporation Members, in consultation with the President.
27

28 5. Review and approve proposed significant changes in the College's academic programs and
29 other major enterprises and affiliations, including the approval of all academic majors, the
30 conducting of a five-year review of all majors and consider and approve whether post-
31 graduate degrees should be offered and conferred.
32

33 6. Review and approve all proposed revisions to the Faculty Handbook as may be proposed and
34 review and approve all institutional policies, including but not limited to Faculty Senate
35 Bylaws and those policies bearing on faculty appointment, promotion, tenure, and dismissal
36 as well as personnel or anti-discrimination policies for all categories of employees.
37 Additionally, the Board will review and approve any compensation and benefit agreements
38 that apply to any category of employees. Unless a recommendation is made by the President
39 for an earlier review, such policies shall be reviewed by the Board every five (5) years.
40

41 7. Review and approve the annual budget and tuition and fees. Through an annual audit and
42 other means, regularly monitor the College's financial condition and establish policy
43 guidelines affecting and insuring the fiscal health of the College and all institutional assets.
44 As part of each annual budget, certain funds shall be set aside for the hiring of new
45 Benedictines of Saint Anselm Abbey who may not already be employees of the College,

1 provided that all new and existing positions are approved by the President of the College in
2 accordance with Article VII.1.g.

- 3
- 4 8. Initiate, promote, and support major fund-raising efforts for the College, and authorize the
5 College's officers to accept gifts and bequests subject to Board policy guidelines.
6
- 7 9. Authorize any debt financing, the issuance of any bonds, and approve the securitization of
8 loans.
9
- 10 10. Approve the major renovations of existing buildings; recommend the purchase or sale of land
11 to the Corporation Members; recommend the construction of significant new campus
12 buildings or roadways to the Corporation Members; purchase major equipment; and
13 recommend any substantial change to the physical environment of the campus to the
14 Corporation Members. As required by the Reserved Powers set forth in Article IX.2 and
15 IX.3, the Board shall recommend to the Corporation Members the purchase or sale of real
16 estate and shall recommend to the Corporation Members the approval of a campus master
17 plan, the construction and siting of new campus facilities and roadways and the siting of
18 significant new campus buildings or roadways, and any substantial change to the physical
19 environment of the campus.
20
- 21 11. Approve the lease of any campus real property to a third party as recommended by the
22 President, subject to the Reserved Powers in Article IX.2.
23
- 24 12. Approve such policies that contribute to the best possible environment for students to learn
25 and develop their abilities. Unless a recommendation is made by the President for an earlier
26 review, such policies shall be reviewed by the Board every five (5) years.
27
- 28 13. Review and approve such policies that protect academic freedom and contribute to the best
29 possible environment for the faculty to teach, pursue their scholarship, and perform public
30 service. Unless a recommendation is made by the President for an earlier review, such
31 policies shall be reviewed by the Board every five (5) years.
32
- 33 14. Review and approve all honorary degrees as recommended by members of the college
34 community and authorize the President to award all earned degrees as recommended by the
35 faculty. The determination of honorary degree recipients may be delegated to a committee
36 appointed by the Chair of the Board and such honorary degree recipients may thereafter be
37 presented to the Board for review and approval.
38
- 39 15. Serve actively as advocates for the College in appropriate matters of public policy in
40 consultation with the President and other responsible parties as the Board shall determine.
41
- 42 16. Periodically, but at least every five years, undertake assessment of the Board's performance.
43
- 44 17. Perform and do all things necessary in order to fulfill the mission of the College and the
45 responsibilities delegated by these Bylaws or otherwise required of the Board of Trustees.
46

- 1 18. The Board of Trustees, either through the Chair of the Board of Trustees or by his/her
2 delegated representative, shall provide an annual report of the Board's stewardship for the
3 Members of the Corporation, which may be a written report or an oral report at a duly called
4 meeting of the Corporation Members.
5
- 6 19. Do all things necessary to foster and champion a diverse and inclusive community for
7 teaching, learning and working, and to ensure that the affairs of the College be administered
8 in a manner that promotes diversity and inclusion of all people regardless of any person's
9 race, color, gender, religion, national origin, marital status, age, disability, sexual orientation,
10 or veteran status and consistent with the Benedictine, Catholic principles that sustain the
11 mission and heritage of Saint Anselm College.
12
- 13 20. As requested by the Chair of the Board or upon its own initiative, refer any matter authorized
14 under these Bylaws to the Trustee Overseers as set forth and established in Article XI,
15 Section 6. Upon receipt of the recommendations of the Trustee Overseers, the Board may
16 ratify, reject or modify such recommendations or seek further assessment from the Trustee
17 Overseers or any other person. Once the Trustee Overseers complete the purpose for which
18 they are convened, the Board shall take final action except as provided in Article IX, in
19 which case the Corporation Members may take final action.
20

21 22 ARTICLE XI

23 Membership of the Board of Trustees 24

- 25 1. The Chair of the Corporation Members shall be an *ex-officio* voting member of the Board of
26 Trustees. The President of Saint Anselm College shall be an *ex-officio* non-voting member
27 of the Board of Trustees.
28
- 29 2. The Corporation Members may elect thirteen (13) people to serve on the Board of Trustees.
30 No more than twelve (12) members of the Board of Trustees including the Chair of the
31 Corporation Members shall be comprised of Corporation Members. The Corporation
32 Member Trustees, other than the Chair of the Corporation Members, shall be nominated and
33 elected solely by the Corporation Members from among their number to three-year terms
34 with no limit on the number of terms to which they may be elected. Neither the Corporation
35 Member Trustees, nor any Member-Elected Trustee pursuant to this section shall be subject
36 to the nomination procedure set forth at Article XI.4. Any non-Member elected by the
37 Corporation Members to serve on the Board of Trustees shall be limited to three consecutive
38 three-year terms. A non-Member Member-Elected Trustee who has served three consecutive
39 three-year terms on the Board may be reappointed after one year off the Board, with the
40 consent of the Chair of the Board and the Chair of the Corporation Members before being
41 considered by the Committee on Trusteeship. Before being elected by the Corporation
42 Members, the name of any non-Member Trustee candidate will be submitted to the
43 Committee on Trusteeship for its review and non-binding recommendation to the
44 Corporation Members. The purpose of the review is to consider and provide feedback on the
45 following: (1) skills, knowledge, and expertise; (2) ability to understand and discharge
46 fiduciary duties as Trustees; and (3) diversity. Beginning in November 2020, Member-

1 Elected Trustees on average will fill two out of every three vacancies as they arise until
2 Member-Elected Trustees have reached their maximum of 13 no later than the October 2023
3 Board meeting.

- 4
- 5 3. No more than twenty-six (26) other persons shall serve on the Board of Trustees. Their term
6 of office shall be for three years and may be renewed twice. A trustee who has served three
7 consecutive three-year terms on the Board may be reappointed after one year off the Board,
8 with the consent of the Chair of the Board and the Chair of the Corporation Members before
9 being considered by the Committee on Trusteeship.

10

11 If there are fewer than twenty-six Trustees who are not Corporation Members, a proportional
12 number of Corporation Member Trustees will be non-voting Trustees so that the number of
13 voting Corporation Member Trustees is no more than one-third of the total voting members
14 of the Board of Trustees. In this instance, the Chair of the Corporation Members shall
15 determine which of the Trustees who are Corporation Member Trustees shall have voting
16 rights.

- 17
- 18 4. Nominations for membership shall be presented to the Board of Trustees by a committee on
19 trusteeship designated by the Chair of the Board pursuant to Article XVI, Section 1. The
20 names of candidates for nomination as Trustees pursuant to Section 3 of this Article XI will
21 be submitted to the Chair of the Corporation Members for his review before they are
22 considered by the Committee on Trusteeship. If the Chair of the Corporation Members in his
23 sole discretion objects to a candidate for nomination at any time during the nominating
24 process, the candidate shall not be considered by the Committee on Trusteeship, the
25 Executive Committee, or the Board of Trustees, such objection being limited to one
26 candidate if there are up to five seats open during the year or two candidates if there are six
27 or more seats open during the year. All appointments to the Board of Trustees shall be made
28 by the Chair of the Corporation Members, and from those individuals approved by the Board
29 of Trustees. Within ten (10) days of the vote of the Board of Trustees approving such
30 nomination, the Chair of the Corporation Members shall make such appointment.
31 Membership shall become effective on the date the nominee accepts invitation to the Board.
32 The nominee's first three-year term shall commence on the date of the first regularly-
33 scheduled meeting of the Board following acceptance.

- 34
- 35 5. A trustee may be removed by a majority vote of the Board.
- 36
- 37 6. Trustee Overseers of Saint Anselm College. The Trustee Overseers of the College may be
38 created by the Chair of the Board of Trustees or by the Chair of the Corporation Members, as
39 may be appropriate. The Chair of the Board of Trustees shall also convene the Trustee
40 Overseers upon the recommendation of the Board of Trustees pursuant to Article XIII,
41 Section 3. The Trustee Overseers shall include the Chair of the Corporation Members and
42 the Chair of the Board of Trustees. The Trustee Overseers shall also include six additional
43 Trustees: three selected by the Chair of the Corporation Members who shall select Trustees
44 who are Members of the Corporation and three selected by the Chair of the Board who shall
45 be non-Corporation Members. Three Members of the Corporation and three non-Member
46 trustees shall constitute a quorum for the transaction of business at any meeting of the

1 Trustee Overseers. Meetings of the Trustee Overseers may be held at the call of the Chair of
2 the Board of Trustees, the Chair of the Corporation Members, or two thirds (2/3rds) of the
3 Trustees who are Trustee Overseers.
4

5 a. The Trustee Overseers shall only be created and convened for a specific purpose as
6 specifically authorized hereunder and the composition of the Trustee Overseers may
7 change as determined by agreement of the Chair of the Board of Trustees and the Chair
8 of the Corporation Members. The Trustee Overseers are to consider and assess and make
9 recommendations to the Board of Trustees as set forth herein. The Trustees appointed as
10 Trustee Overseers shall serve for that purpose and as long as needed to fulfill the request
11 of the Chair of the Corporation Members or the Chair of the Board of Trustees. The
12 Trustee Overseers are authorized to assess and make recommendations in the following
13 areas:
14

15 i) In the event of a vacancy for the President of the College, the Trustee Overseers shall
16 consider any member of Saint Anselm Abbey presented by the Chair of the
17 Corporation Members to the Chair of the Board of Trustees. If the Trustee Overseers
18 determine by a majority vote that a Member of Saint Anselm Abbey is qualified to be
19 President of the College, the Trustee Overseers shall receive comments from the
20 faculty and administration in a manner determined appropriate by the Trustee
21 Overseers and thereafter make a recommendation to the Board of Trustees for
22 consideration.
23

24 ii) The Trustee Overseers by a vote of at least five (5) Trustee Overseers shall make a
25 recommendation on the selection of an interim President, to the Board of Trustees.
26

27 iii) The Trustee Overseers shall meet and determine whether any reason to remove the
28 President, with or without cause, exists. Upon a determination by a vote of at least
29 five (5) Trustee Overseers that the President's employment should be terminated, the
30 Trustee Overseers shall make a recommendation to the Board of Trustees.
31

32 ARTICLE XII

33 Officers of the College 34

- 35 1. The Officers of the College shall be the Chair, Vice-Chair, Secretary, and Treasurer of the
36 Board of Trustees, and the President of the College.
37
- 38 2. From those Trustees mentioned in Article XI.3 the Board shall elect biennially a Chair, Vice-
39 Chair, a Secretary, and a Treasurer for a term of two (2) years. These officers may be re-
40 elected without limitation during their terms on the Board. If an officer is elected with only
41 one year remaining on a term, that officer's term on the Board shall be extended for an
42 additional year. The Trustee will only be eligible for one one-year extension. The Board may
43 create such other officers or committees as it shall determine necessary in the conduct of its
44 affairs, appoint such committees and designate officers to fill such offices, fill vacancies in
45 any office or committee, delegate to one or more officers any of the duties of another officer
46 or officers, and prescribe the duties of any officer or committee. If neither the Chair nor the

1 Vice Chair have been appointed or are available to exercise their duties as set forth in
2 subsections (3) and (4) below or as otherwise conferred by these Bylaws, the President of the
3 College shall exercise such duties until such time as either the Chair and Vice-Chair are
4 appointed or available.
5

- 6 3. Authority and Responsibilities of the Chair of the Board. The Chair shall preside at all
7 meetings of the Board and Executive Committee. The Chair shall also appoint such
8 committees and perform such other duties as may be directed by the Board. The Chair will
9 serve as an *ex officio* voting member of all other committees of the Board and have other
10 duties as the Board may prescribe from time to time. The Chair of the Board may appoint
11 faculty or students or other persons to serve on any Committees of the Board; provided,
12 however, that any person appointed by the Chair of the Board who is not a Trustee shall be a
13 non-voting member of the Committee. The Chair of the Board shall make the determination
14 whether a matter falling within the scope of Article XI, Section 6 shall be reviewed by the
15 Trustee Overseers prior to submission to the Board of Trustees for final action. If the Chair
16 of the Board elects to refer a matter to the Trustee Overseers, the Chair of the Board shall
17 notify the Board of Trustees of such election. Alternatively, the Chair of the Board may
18 request the Trustees to consider the matter or make the referral to the Trustee
19 Overseers. Any matter so concluded by the Board of Trustees shall be reported by the Chair
20 of the Board to the Chair of the Corporation Members together with any and all resolutions
21 or recommendations passed by the Board of Trustees. The Chair of the Board shall also
22 review with the Chair of the Corporation Members every two (2) years the process regarding
23 consideration and exercise of Reserve Powers and shall provide a report to the Board of
24 Trustees.
25
- 26 4. Authority and Responsibilities of the Vice-Chair. The Vice-Chair shall perform such duties
27 as shall be assigned by the Board of Trustees. The Vice-Chair shall, in the case of the death,
28 disability or absence of the Chair, perform all the duties of the latter and be vested with
29 his/her powers.
30
- 31 5. Authority and Responsibilities of the Secretary. The Secretary shall ensure that the Board of
32 Trustees is acting in accordance with these Bylaws, that Bylaw amendments are promptly
33 published as necessary, that minutes of Board and Executive Committee meetings are
34 accurate and promptly distributed to all trustees, that meetings are properly scheduled and
35 trustees notified, and that Board policy statements and other official records are properly
36 maintained. The Secretary shall perform other duties as prescribed from time to time by the
37 Board and may be assisted in all duties by a staff member designated by the President. The
38 Secretary shall occupy the role of Parliamentarian of the Board.
39
- 40 6. Authority and Responsibilities of the Treasurer. The Treasurer shall ordinarily serve as Chair
41 of the Finance Committee of the Board of Trustees and otherwise serve as the key leader of
42 the Board on all financial management policy matters. He or she shall ensure that all
43 Trustees regularly receive appropriate and comprehensible financial reports from the
44 administration of the College that include comparisons of revenues and expenditures with
45 both the approved annual budget and the preceding fiscal year for the same time periods.
46 The Treasurer shall ensure that other financial reports, including those for special or major

1 board-approved expenditures, college investments, and annual or special audits, are provided
2 to all Trustees in a timely manner for review and discussion as appropriate. He or she shall
3 work closely with the chief financial officer of the College, the Board-approved auditor, and
4 the investment and audit committees of the Board as appropriate or necessary.
5

6 7. The President.
7

8 a. The Chair of the Corporation Members may present to the Chair of the Board of Trustees
9 a Benedictine of Saint Anselm Abbey to serve as President. The Chair of the Board of
10 Trustees shall either present the candidate to the Board of Trustees or convene the
11 Trustee Overseers for review of the candidate. If the Trustee Overseers agree by a
12 majority, the candidate shall be presented to the Board of Trustees for consideration. A
13 qualified Benedictine of Saint Anselm Abbey, upon nomination by the Chair of the
14 Corporation Members and presentment by the Trustee Overseers shall be given due and
15 substantial consideration in respect of the significance of the mission. If no such
16 candidate is presented by the Chair of the Corporation Members, recommended by the
17 Trustee Overseers, or if the Board of Trustees does not approve the Benedictine of Saint
18 Anselm Abbey, the President shall be selected as set forth in 7.b.
19

20 b. A committee, selected by the Chair of the Board and the Chair of the Corporation
21 Members, shall work together to establish the process and qualifications under which a
22 President shall be selected, and thereafter presented to and approved by the Board of
23 Trustees and appointed by the Chair of the Corporation Members in accordance with
24 Article VII.1.f. The Committee shall include at least two members of the faculty
25 recommended by the faculty to the Chair of the Board and the Chair of the Corporation
26 Members. Once the final candidate or candidates for President are determined, the Board
27 of Trustees shall solicit and consider input provided by the faculty and the Faculty Senate
28 representatives about those candidates in a manner appropriate to the search.
29

30 c. In the event of a Presidential vacancy and an Interim President is needed to serve, the
31 Chair of the Board of Trustees and Chair of the Corporation Members shall meet and
32 confer as to whether there is an internal candidate who can serve on an interim basis,
33 which candidate shall thereafter be presented to the Board of Trustees. If the Chair of the
34 Board of Trustees and Chair of the Corporation Members are not in agreement, the
35 Trustee Overseers shall make a recommendation to the Board of Trustees as to whether
36 an internal or external candidate should serve on an interim basis.
37

38 d. The President of the College shall be the Chief Executive Officer of the College and shall
39 have the general powers and duties usually vested in the office of president of a college
40 and a chief executive officer, including but not limited to, the signing authority for all
41 contracts and third-party obligations of the College, upon the exercise of which, if
42 necessary, the seal of the College may be affixed. In the exercise of his office the
43 President reports directly to and is exclusively responsible to the Board of Trustees. The
44 President shall have the general and active management, control and direction of the
45 business operations, educational activities and all other affairs of the College and shall
46 exercise such powers and duties consistent with the mission of the College. The

1 President's authority includes responsibilities for all College educational and managerial
2 affairs, including the appointment and continuing employment of the faculty. The
3 President is responsible for leading the College, overseeing, and with the faculty,
4 developing, and implementing the academic vision. The President is responsible for
5 leading the College's future initiatives consistent with its mission and identity. The
6 President shall hire all Vice-Presidents and Institutional Officers, subject to the approval
7 of the Board of Trustees set forth in Article X.3.
8

- 9 e. In all events of hiring of Vice-Presidents or other Institutional Officers, the President
10 shall follow the procedures set forth in this subsection prior to conducting a search
11 process or proposing an internal candidate. The President shall inform the Chair of the
12 Corporation Members of a vacancy or any new position at this level and if the Chair of
13 the Corporation Members has a qualified Benedictine of Saint Anselm Abbey for such a
14 position, he shall propose that Benedictine to the President. If such candidate is found
15 satisfactory by the President for the position, which determination is within the sole
16 discretion of the President, he shall be proposed to the Board of Trustees for
17 consideration and, if approved, appointed by the President and Chair of the Corporation
18 Members.
19
- 20 f. All Vice-Presidents, Institutional Officers, members of the administration, faculty and
21 staff serve at the pleasure of the President; however, any Benedictine of Saint Anselm
22 Abbey may be removed from his position by either the Chair of the Corporation
23 Members or the President.
24
- 25 g. Subject to these Bylaws the President shall appoint qualified Benedictines of Saint
26 Anselm Abbey as members of the faculty, staff, and administration at all levels below
27 Vice President or Institutional Officers of Saint Anselm College who shall serve at the
28 pleasure of both the Chair of the Corporation Members and the President. Such
29 appointments may be made without the approval of the Board of Trustees provided the
30 appointment is made after approval by the President in consideration of the needs of the
31 College and within any budget approved by the Board of Trustees pursuant to Article
32 X.7. Prior to approving the appointment, the President shall find the Benedictine duly
33 qualified and he shall approve the position, job title, job description and compensation.
34 To the extent that the Chair of the Corporation Members and the President agree as to the
35 qualifications of Benedictine, no appointment shall be made to a faculty position without
36 the President consulting with and receiving input from the relevant faculty department.
37 The Chair of the Corporation Members and the President shall meet twice annually
38 regarding planning for the appointments of the Benedictines to the College faculty or
39 staff. The Chair of the Corporation Members acknowledges that any Benedictine duly
40 appointed will be an employee of the College, subject to performance reviews and the
41 standard employment policies, handbooks and legal requirements of the College.
42
- 43 h. The President is responsible for implementing Board policies, keeping the Board and the
44 Members of the Corporation informed on appropriate matters, consulting with the Board
45 in a timely fashion on matters appropriate to its governance, policy-making and fiduciary
46 functions, and serving as the key spokesperson for the College. The President shall have

1 authority on behalf of the Trustees to perform all acts consistent with his powers and
2 duties. The President shall be authorized to execute all documents of the College and the
3 Board consistent with Board policies and the best interests of the College not otherwise
4 reserved to the Chair of the Corporation Members under Article VII.1.i. The President,
5 or the Chief Financial Officer and Vice President for Finance of the College, shall
6 prepare and present, upon advice of the Finance Committee of the Board of Trustees, the
7 annual budget for the operation of the college and present a formal report on the
8 condition of said college at each annual and regular meeting of the Board of Trustees.

- 9 i. Prior to recommending to the Board of Trustees any long-term (one (1) year or longer)
10 lease of any campus real property to an unrelated third property, the President shall
11 consult with the Chair of the Corporation Members. The Chair of the Corporation
12 Members thereafter shall notify the Corporation Members of the lease, its terms and
13 duration, consistent with Article IX.2.

14 The President serves at the pleasure of the Board of Trustees to lead the College in all
15 facets including as the messenger of its Catholic and Benedictine identity and nothing
16 herein prevents the Board of Trustees from removing the President, with or without
17 cause, by a two-thirds (2/3rds) vote of the Trustees on its own initiative.

- 18
19 j. The President serves as an *ex officio* non-voting member of all Board committees except
20 the Audit Committee.

21
22
23 ARTICLE XIII
24 Meetings of the Board

- 25
26 1. The Board of Trustees shall hold an annual meeting and other regular and special meetings as
27 determined by the Chair of the Board, the Board as set forth in XIII.4, or the President. At
28 annual meeting and at least two other regular meetings shall be held every year.
29
30 2. Written notice stating the place, date and hour of the annual and regular meetings of the
31 Board shall be delivered to each member either personally, by mail, email, or by any other
32 method of communication at least five (5) calendar days in advance of the meeting. In the
33 case of meetings held without prior notice satisfying this provision, a written waiver of
34 notice, executed by two-thirds majority of the Board of Trustees, before or after the meeting,
35 shall be deemed equivalent to notice of the meeting.
36
37 3. A majority of members of the Board of Trustees shall constitute a quorum for the transaction
38 of business at any meeting of the Board of Trustees. Except as otherwise provided by law or
39 these Bylaws, a vote of the majority of those members of the Board of Trustees present shall
40 be valid and sufficient to transact any business coming before the Board of Trustees.
41
42 4. Special meetings may be held at the call of the Chair of the Board, the President, or one third
43 of the trustees. The Chair or Secretary of the Board of Trustees or such person as designated
44 by the Chair or Secretary, shall send written notice via email of such special meetings to all

1 trustees, along with a clear statement of purpose, at least three (3) calendar days in advance
2 unless two-thirds of the Trustees indicate that an earlier date is preferable. Business at such
3 special meetings shall be confined to the purpose stated in the notice. In the case of special
4 meetings held without prior notice satisfying this provision, a written waiver of notice,
5 executed by two-thirds majority of the Board of Trustees, before or after the meeting, shall
6 be deemed equivalent to notice of the meeting.
7

- 8 5. On matters pertaining to the areas of the College in which he works, a Corporation Member
9 who is also a member of the Board of Trustees will recuse and absent himself from that
10 portion of the [Board] meeting either voluntarily or by order of the Chair of the Board of
11 Trustees and he will not attend or participate in the deliberations of, or vote on, those matters;
12 provided any such Corporation Member Trustee may remain at the request of the Chair of the
13 Board to respond to any questions from other Trustees. However, Corporation Member
14 Trustees may vote on the annual budget. Any Corporation Member Trustee who is also an
15 employee of the College shall recuse and absent himself from the deliberations regarding,
16 and any vote pertaining to, the performance, any review, and possible termination of the
17 President or any appointment or review of any Vice President or other Institutional Officer to
18 whom the Member may directly or indirectly report. At all times Corporation Member
19 Trustees shall be permitted to vote on matters reserved to the Corporation Members pursuant
20 to Article IX that also may be before the Board of Trustees.
21
- 22 6. Any action required or permitted to be taken at a meeting of the Board of Trustees may be
23 taken without a meeting if a consent is obtained in writing, setting forth the action so taken,
24 and is signed by all trustees then in office. Such written consent may be obtained by
25 facsimile signature, or a transmittal via email of a scanned or photographed signature page.
26 When such action is taken in writing, execution is permitted in counterparts. Such consent
27 shall have the same force and effect as an affirmative vote at a meeting duly called. The
28 signed consents, or signed copies, shall be placed in the minute book.
29
- 30 7. Trustees may participate in, hold and vote at a meeting by means of a live video meeting
31 (e.g., Zoom, MS Teams) or a telephonic conference call or similar communications
32 equipment by means of which all persons participating in the meeting can simultaneously
33 hear each other during the meeting. Participation in such a meeting at the commencement
34 thereof or during shall constitute presence in person at the meeting.
35
36
37

38 ARTICLE XIV
39 Executive Committee
40

- 41 1. The Executive Committee shall include the Chair, Vice Chair, Secretary, Treasurer of the
42 Board, the President of the College the Standing and Special Committee Chairs established
43 pursuant to Articles XV and XVI, all of whom shall be voting trustees, appointed by the
44 Chair of the Board. The Chair of the Corporation Members shall serve as an *ex officio* voting
45 member of the Executive Committee. If no other Corporation Member is serving on the

1 Executive Committee, a Corporation Member Trustee will be appointed by the Chair of the
2 Board as an *ex officio* voting member. The purpose of the Executive Committee is threefold:
3

4 a. It shall have the authority to take action on matters that cannot or should not be deferred
5 to the Board's next scheduled meeting. The Executive Committee shall oversee the work
6 of Board committees, the College's planning process and progress on planning goals, the
7 Board's responsibility to advise and support the President and annually assess his/her
8 performance.
9

10 b. It shall serve as the Board's agent in helping the President to address business between
11 regular Board meetings.
12

13 c. It shall assist the Chair of the Board and the President with their joint responsibility to
14 help the Board function effectively and efficiently by suggesting Board meeting agenda
15 items and by periodically assessing the quality of committee work.
16

- 17 2. The committee shall meet as often as necessary to conduct its business as the Chair and
18 President determine, provided that the Executive Committee shall meet no fewer than four
19 (4) times a year. As to any action taken on matters that cannot or should not be deferred to
20 the Board's next scheduled meeting, the Chair shall ensure that minutes are taken and
21 promptly distributed to all trustees. At the next scheduled meeting of the Board of Trustees
22 the action shall be reported on and deemed ratified. A majority of voting trustee committee
23 members shall constitute a quorum.
24
25

26 ARTICLE XV

27 Board Committees

28

29 1. The Board shall establish such standing and ad hoc committees as it deems appropriate to the
30 discharge of its responsibilities. Each standing committee shall have a written statement of
31 purpose and primary responsibilities as approved by the Board, and such rules of procedure
32 or policy guidelines as it or the Board, as appropriate, approves. Each standing committee
33 shall annually review such statements for their appropriateness and adequacy.
34

35 2. The Chair of the Board shall have the responsibility to appoint the Chairs, Vice-Chairs, and
36 members of all Board committees including those members of the Executive Committee who
37 do not serve *ex officio*. All committee Chairs, Vice-Chairs, and committee members shall be
38 trustees unless otherwise set forth in these Bylaws. The Chair of the Board shall appoint at
39 least one Corporation Member-Elected Trustee to each standing or special committee so long
40 as there is no conflict of interest as determined by the Chair of the Board in consultation with
41 the Chair of the Corporation Members. Only trustees may vote on any matter before any
42 committee.
43

44 3. Each standing and Special Purpose committee shall have at least one administrative staff
45 advisor, as designated by the President, to assist it with its work. Each committee may also
46 consult with one or more members of the Faculty as designated by the Chair of the Board

1 upon recommendation by the President. Unless the member of the Faculty is a member of
2 the Board of Trustees, the Faculty member shall, at the Chair of the Board's invitation, serve
3 in a consulting capacity and shall not vote on any matters requiring a vote of the committee.
4 Each committee shall meet annually and as needed and report regularly on its work and
5 recommendations to the Board of Trustees. All committees shall keep minutes of their
6 meetings.

7
8
9 **ARTICLE XVI**

10 **Composition, Purposes, and Responsibilities of Special Purpose Committees**

11
12 **1. Committee on Trusteeship**

- 13
14 a. The Committee on Trusteeship shall have at least five members, including two
15 Corporation Member-Elected Trustees, one of whom shall be the Chair of the
16 Corporation Members and one third if there are seven or more Committee members. The
17 committee's Chair, Vice-Chair, and members shall be appointed for renewable one-year
18 terms by the Chair of the Board. The Committee on Trusteeship shall establish its own
19 rules of procedure in consultation with the Chair of the Board, President of the College,
20 and the Board of Trustees.
- 21
22 b. The purpose of the committee on trusteeship is as follows:
- 23
24 i) Ensure that the Board's membership and leadership consists of highly qualified
25 and committed individuals.
- 26
27 ii) Ensure that new trustees are provided with an orientation program within the first
28 year of their term regarding the Catholic and Benedictine mission and identity of
29 the College and the relationship between the Corporation Members and the Board
30 of Trustees, which shall be conducted by the Chair of the Members or his
31 designee.
- 32
33 iii) Periodically recommend initiatives by which the Board shall assess its
34 performance.
- 35
36 iv) Review the performance of incumbent trustees and Board officers who are
37 eligible for reelection.
- 38
39 v) Maintain a list of qualified candidates for possible nomination and consider
40 cultivation strategies for promising trustee candidates.
- 41
42 vi) Following approval by a majority of the Committee, recommend qualified
43 candidates for approval by the Executive Committee and then to the Board of
44 Trustees.
- 45

- 1 vii) Consider and recommend to the Chair of the Board whether any person should
2 serve in an ex officio non-voting capacity on the Board of Trustees or on any
3 Committees of the Board.
4
- 5 c. The committee shall meet as often as necessary to conduct its business. It shall seek the
6 assistance of all trustees in the course of meeting its responsibilities in accordance with
7 these Bylaws and its own rules of procedure, as adopted by the Board of Trustees. A
8 majority of the committee's members shall constitute a quorum.
9
- 10 2. Academic Affairs Committee.
- 11
- 12 a. The Academic Affairs Committee shall have at least five trustee members and may
13 include other members, appointed by the Chair of the Board after consultation with the
14 President. The Academic Affairs Committee shall establish its own rules of procedure in
15 consultation with the Chair of the Board, President of the College, and the Board of
16 Trustees.
17
- 18 b. The academic affairs committee shall:
- 19
- 20 i) Upon consultation with the President, recommend to the Board of Trustees any
21 new academic majors and degrees.
22
- 23 ii) Review and recommend to the Board of Trustees promotion and tenure
24 recommendations from the President.
25
- 26 iii) Perform all functions as may be set forth in the Faculty Handbook or the Rank &
27 Tenure Bylaws.
28
- 29 iv) Recommend changes to the Faculty Handbook to be considered by the Faculty
30 Senate.
31
- 32 v) Perform such other functions as may be recommended by the Faculty Senate or
33 the President; provided, however, that the authority of the Academic Affairs
34 committee shall not be expanded beyond the authority conferred herein or as may
35 otherwise be approved by the Board of Trustees.
36
- 37 3. Committee on Catholic and Benedictine Mission and Identity.
- 38
- 39 a. The Catholic and Benedictine Mission and Identity Committee shall consist of at least
40 five Trustees, of which at least one-third shall be Corporation Members who are also
41 Trustees. The Committee may consult with other individuals from the campus
42 community who are not Trustees, who all shall be designated by the Chair of the Board
43 after consultation with the President and Chair of the Corporation Members. The
44 Catholic and Benedictine Mission and Identity Committee shall establish its own rules of
45 procedure in consultation with the Chair of the Board, President of the College, the Chair
46 of the Corporation Members, and the Board of Trustees.

- 1 b. The Catholic and Benedictine Mission Committee shall be concerned with the
2 preservation and enhancement of the distinctive Catholic and Benedictine educational
3 mission of the College in all its facets. The Committee shall provide an annual report to
4 the Board of Trustees and shall be a resource for the Board.
5
6

7 ARTICLE XVII

8 Indemnification
9

- 10 1. The Corporation shall indemnify and assume the defense of, to the fullest extent authorize
11 under New Hampshire law, its trustees, officers and committee members and its former
12 trustees, officers and committee members and their respective heirs, executors, and
13 administrators (individually referred to as “Indemnitee” and collectively referred to as
14 “Indemnitees”), for any and all claims, judgments and assessments and reasonable costs and
15 expenses, including attorney's fees, incurred by or imposed upon them in connection with
16 any legal action, lawsuit or regulatory proceedings (“Proceedings”) to which they may be a
17 party or with which they shall be threatened by reason of their being or having been trustees,
18 officers or committee members. except in relation to matters to which it is finally adjudged in
19 such proceeding or, in the case of a settled matter an independent evaluation determines, such
20 individual either: (a) intentionally and knowingly breached his or her fiduciary responsibility
21 to the College; (b) intentionally and knowingly acted in a manner which was not in good
22 faith, or failed to act in a manner which was in good faith, or which involved intentional
23 misconduct or a knowing violation of law or the College’s bylaws; or (c) derived an
24 improper personal benefit from the conduct in question as described in N.H. RSA 7:19.
25
- 26 2. To receive indemnification, the Indemnitee shall submit to the President of the College a
27 written request, including therein or therewith such documentation and information as is
28 reasonably available to such Indemnitee and reasonably necessary to determine such
29 Indemnitee’s entitlement to indemnification. Upon receipt by the President of a written
30 request for indemnification, a determination with respect to an Indemnitee’s request shall be
31 made: (1) by the College’s Board of Trustees by a majority vote of a quorum consisting of
32 trustees who are not parties to such action, suit or proceeding, even though less than a
33 quorum of the full Board; or (2) by a committee of such trustees designated by majority vote
34 of such trustees, even though less than a quorum; or (3) if there are no such trustees, or if
35 such trustees so direct, by independent legal counsel (selected by a majority of trustees) in a
36 written opinion. The determination of a Indemnitee’s entitlement to indemnification shall be
37 made within a reasonable time, and in any event within no more than 60 days, after receipt
38 by the College of a written request for indemnification, together with the supporting
39 documentation required hereby, and such determination shall specify whether the College
40 elects to assume the direct defense of the Indemnitee or to reimburse the Indemnitee for the
41 Indemnitee’s reasonable expenses incurred in defending the Proceeding. The burden of
42 establishing that an Indemnitee is not entitled to be indemnified shall be on the College.
43
- 44 3. In assuming the defense of the Indemnitee, reasonable expenses incurred in defending a
45 Proceeding shall be paid by the College in such Proceeding within 30 days after receipt by
46 the College of a statement requesting payment of such expenses as submitted by the

1 Indemnatee from time to time. Each such statement shall evidence the expenses incurred by
2 the Indemnatee through the submission date and shall include an undertaking by or on behalf
3 of the Indemnatee to repay such expenses if it shall ultimately be determined, by final judicial
4 decision from which there is no further right to appeal, that the Indemnatee is not entitled to
5 be indemnified by the College as authorized by the College's bylaws and these resolutions.
6 The burden of establishing that a Indemnatee is not entitled to payment of expenses shall be
7 on the College. Any such payment shall not be deemed to be a loan or extension or
8 arrangement of credit by or on behalf of the College;

- 9
- 10 4. The College shall purchase and continue in full force and effect an insurance policy
11 providing Trustees and Officers liability insurance to which the Indemnitees shall be named
12 insureds. The Board shall adopt such policies and procedures to implement this Article
13 XVII, including, but not limited to, establishing Trustees and Officers liability insurance
14 policy limits.
- 15
- 16 5. The College's obligation, if any, to indemnify or pay expenses to any Indemnatee under the
17 Bylaws or any resolution adopted by the Board of Trustees shall be reduced to the extent
18 such Indemnatee has otherwise received payment (under any insurance policy, indemnity
19 clause, bylaw, agreement, vote or otherwise).
- 20
- 21 6. The foregoing right of indemnification shall not be deemed exclusive of any other rights to
22 which any trustee, officer or committee member may otherwise be entitled as a matter of law
23 or contract.
- 24
- 25 7. The right to be indemnified and defended by the College hereunder shall be defined as
26 broadly as possible.

27

28

29 ARTICLE XVIII
30 Conflict of Interest

31

32 No trustee of the Board shall receive, directly or indirectly, any salary, compensation, or
33 emolument from the College in any capacity, except for Member trustees who are employees of
34 the College, or unless authorized by the concurring vote of a majority (unless a greater
35 percentage vote is required by New Hampshire law) of all trustees then in office. All contracts
36 with the College or compensation paid to any trustee shall be done in accordance with Board's
37 Conflict of Interest Policy and in compliance with New Hampshire law.

38

39

40 Article XIX
41 Miscellaneous

42

43 1. Books and Records

44

45 Saint Anselm College shall maintain books and records of account and minutes of the
46 proceedings of its Board of Trustees and committees having any of the authority of the Board of

1 Trustees, executed consents evidencing all actions taken by the Board of Trustees without a
2 meeting, and waivers of notice of all meetings of the Board of Trustees and its committees. In
3 addition, Saint Anselm College shall keep copies of all records required to be kept under New
4 Hampshire law.

5
6 2. Fiscal Year
7

8 The Board of Trustees is authorized to fix the fiscal year of Saint Anselm College and to change
9 the year from time to time as it deems appropriate.

10
11 3. Tax Exempt Status
12

13 The affairs of Saint Anselm College shall at all times be conducted in such a manner as to assure
14 the College's status as an organization qualifying for exemption from tax pursuant to Section
15 501(c)(3).
16

17 4. Dissolution
18

19 Upon the dissolution or other termination of existence of Saint Anselm College, the assets of the
20 College shall be distributed to Saint Anselm Abbey, a New Hampshire 501(c)(3) corporation or,
21 if it is not in existence, or if it declines acceptance, to one or more other organizations qualified
22 as a tax exempt organization pursuant to Section 501(c)(3), as determined by the Board of
23 Trustees at the time. Nothing herein, however, shall permit the distribution of assets that is
24 otherwise not authorized by or in accordance with the laws of the State of New Hampshire.
25

26 5. Internal Revenue Code
27

28 All references in these Bylaws to sections of the Internal Revenue Code shall be considered
29 references to the Internal Revenue Code of 1986, as from time to time amended, and to the
30 corresponding provisions of any applicable future United States Internal Revenue Law.
31

32 6. Definitions
33

34 For purposes of these Bylaws, these definitions shall apply:
35

36 “Institutional Officers” shall mean Vice Presidents (including but not limited to any vice
37 president, senior vice president or executive vice president), Provosts and Deans.
38

39 “Major renovation” as used in Article X.10, shall mean any improvement to a building, structure
40 or facility that changes the existing use of such building, structure or facility or constitutes a
41 repair, modification or upgrade that has not otherwise been approved by the Board in the annual
42 budget.
43

44 “Major equipment” as used in Article X.10, shall mean the purchase, lease or installation of any
45 equipment or technology that has not been approved by the Board in the annual budget.
46

1 “Review and approve” shall mean to assess the recommended action, analyze and deliberate as
2 to the outcome and arrive at a conclusion, which may or may not be consistent with the
3 recommendation offered. The deliberation process may also entail seeking further consultation
4 or information from the individual(s) making the recommendation and/or feedback from other
5 affected stakeholders, as may be determined in the sole discretion of the decision maker.
6

7 “Significant new campus buildings” as used in Article IX.3 and Article X.10 shall mean any
8 new, permanent building, structure or facility that has not been previously approved as part of
9 the campus master plan.
10

11 7. These Bylaws shall take precedence over all other institutional documents and policy
12 statements. To the extent any document and policy statement approved by the Board of
13 Trustees (including but not limited to the Faculty Handbook) or any action taken by any
14 Committee established by the Board of Trustees hereunder conflicts with or is inconsistent
15 with these Bylaws or an ambiguity is otherwise created, these Bylaws shall take precedence
16 and shall control the governance of Saint Anselm College.
17

18 Article XX

19 Review and Amendment of Bylaws

- 20
- 21 1. These Bylaws shall be reviewed periodically by the Chair of the Board of Trustees with the
22 Executive Committee. The Chair of the Board of Trustees and Executive Committee shall
23 recommend proposed changes and amendments to the Board of Trustees for their
24 consideration.
25
 - 26 2. The Board of Trustees may alter, amend or repeal the bylaws or adopt new bylaws subject to
27 the power of the Corporation Members to repeal or change by a two-thirds (2/3rds) vote of
28 those Corporation Members in residence at Saint Anselm Abbey, consistent with RSA 292:6
29 (2020).
30
 - 31 3. These Bylaws will be reviewed by the Corporation Members and the Board of Trustees every
32 five years from the adoption of any restated and amended Bylaws.
33
34
35

36 Article XXI

37 Non-Discrimination

38
39 Consistent with the Benedictine, Catholic principles that sustain the mission and heritage of Saint
40 Anselm College, no one acting on behalf of the College or in administering the affairs of the
41 College, shall discriminate against any student, faculty, staff, vendor, or contractor on the basis
42 of the individual’s race, color, gender, religion, national origin, marital status, age, disability,
43 sexual orientation, or veteran status.
44

45 <End>
46

EXHIBIT B

Memorandum of Understanding Regarding Changes to and Interpretation of the Fundamental Mission and Identity of Saint Anselm College

Abbot Mark Cooper, Chancellor of Saint Anselm College and Chair of the Members and Joseph Loughrey, Chair of the Saint Anselm College Board of Trustees, on behalf and with the approval of the Members of Saint Anselm College (the “Corporation”) and the Board of Trustees respectively (collectively referred to as the “Parties”), enter into this Memorandum of Understanding regarding changes to and interpretation of the fundamental mission and identity of Saint Anselm College and the exercise of the Members’ reserved powers pursuant to Article IX, Section 1 of the Bylaws of Saint Anselm College.

WHEREAS, the mission of Saint Anselm College (the “College”) is set forth in Article IV of the Bylaws of the College as follows: “Saint Anselm is a Catholic, Benedictine College providing all its students a distinctive liberal arts education that incorporates opportunities for professional and career preparation. It does so in a learning community that encourages the lifelong pursuit of the truth and fosters intellectual, moral and spiritual growth to sustain and enrich its graduates' personal lives, work, and engagement within local, national, and global communities;”

WHEREAS, this mission is pursued subject to the purpose of the College, set forth in Article III, which provides in pertinent part, as follows: “The object and aim of this Corporation is the institution of learning, known as Saint Anselm College. Saint Anselm College is an educational corporation, established by charter granted on 1 August 1889 and is an independent, private, Catholic institution. As such, it is thoroughly committed to the teaching of the Roman Catholic Church and maintains communion with the Holy See and the Roman Catholic Bishop of Manchester. As the primary work and object of the ongoing stewardship of the Members of the Corporation, Saint Anselm College fulfills its mission in accord with the principles and ideals of the Rule of Saint Benedict.”

WHEREAS, consistent with the above mission and identity - pursuant to which the Members of the Corporation and the Board of Trustees are stewards - Article IX, Section 1 of the College Bylaws prescribes the reserved powers of the Members regarding the mission and identity of the College as follows: “The following matters relating to the mission and identity of Saint Anselm College are reserved to the Members:

Changes to and interpretation of the fundamental mission and identity of the institution, which is a college of higher education providing a distinctive liberal arts education committed to the teachings of the Roman Catholic Church and to the principles of its Benedictine identity.”

NOW THEREFORE, in light of the foregoing, the Parties agree as follows:

1. The Parties understand and acknowledge that all of the endeavors of Saint Anselm College must exist in light of its mission and identity for their furtherance, but that not all

major decisions of the Board of Trustees or the Administration of the College impinge upon the “mission and identity” of Saint Anselm College as contemplated in Article IX, Section 1, and therefore not all major decisions invoke the Members’ reserved powers.

2. The Parties also agree that matters impinging upon mission and identity are limited to those which materially impact the fundamental mission and identity of the College as a Catholic, Benedictine institution of higher education. The Parties agree that the description of the College’s religious character and religious purpose, whether in a mission statement, or its equivalent in any constitutive governing documents of the College, falls within the Members’ reserved powers. For instance, if the Board seeks to change or expand the mission or identity statement of the College, that action is subject to the Members’ reserved powers.

3. With respect to curricular programs and the offering of degrees, the Parties agree that it is for the Board of Trustees to approve all proposals to alter, expand or amend the curriculum and degree offerings consistent with the College’s mission and identity, but it is within the Members’ reserved powers to require that such programs embed opportunities for students to engage meaningfully the Catholic and Benedictine mission of the College, such as the inclusion of a reasonable set of curricular components in theology, philosophy, and the humanities appropriate to the degree offering.

4. Regarding extra-curricular programs and activities such as campus ministry, athletics, student organizations and student services, the Board of Trustees, the President and the College Administration have the authority to manage and oversee these programs and activities so long as they are consistent with Church teaching. Any proposed changes to the existing operational standards to accomplish the College's mission, such as reducing or eliminating campus ministry or the offering of Catholic sacraments on campus, are subject to the Members’ reserved powers.

5. Regarding day-to-day operations of the College involving routine administrative matters such as, but not limited to, academic instruction and support services, athletics, campus security and parking, maintenance, payroll and finance functions, student housing, IT functions, marketing and communications, enrollment, alumni operations, and the management of vendors and construction projects, the Parties agree that the President has the primary authority over day-to-day operations and that the Members do not have reserved powers over the day-to-day operations of the College. However, the Members play an indispensable role ensuring that decisions by the College administration regarding day-to-day operations of the College are consistent with Catholic teaching; as such, Members may propose changes to day-to-day operations or propose outcomes that can be considered.

6. Regarding human resources policies, the Parties agree that they must be consistent with Church teaching, even matters that are controversial or debated within the Church, such as, but not limited to, coverage for elective abortions or gender reassignment. Further, the Parties agree that the hiring process for all faculty and staff include clear information about the Catholic and Benedictine mission and identity of the College. They also agree that an essential component in the decision to hire is the candidates’ support for and capacity to advance the mission and identity of the College.

7. This Agreement is intended to describe the current understanding of the Parties with respect to the types of operations they expect or do not expect to implicate issues of mission and identity. The Parties acknowledge that exceptions may exist in any category, even with respect to those enumerated herein. Should the Chair of the Members and the Chair of the Board not agree as to whether an issue falls under the Reserved Power related to mission and identity, the parties will follow the process identified in Article IX, Section 7.

Along with the Bylaws, this Agreement will be reviewed periodically consistent with Article XX. This Agreement is intended to clarify the respective roles of the President, the Members and the Board of Trustees regarding the mission and identity of the College and it does not alter or amend the meaning or intent of the Bylaws. After four years from its effective date, this Agreement may be amended or terminated by mutual agreement of the Board of Trustees and the Corporation Members by majority vote. Any disputes arising under this Agreement will be resolved by the Parties invoking the dispute resolution process available in Article IX, Section 7.

Date:

Joseph Loughrey
Chair of the Saint Anselm College
Board of Trustees

Date:

Abbot Mark Cooper, O.S.B.
Chancellor of Saint Anselm College
and Chair of the Members

Memorandum of Understanding Regarding the Termination of the President in Article XII.7(j)

Abbot Mark Cooper, Chancellor of Saint Anselm College and Chair of the Members and Joseph Loughrey, Chair of the Saint Anselm College Board of Trustees, on behalf and with the approval of the Members of Saint Anselm College (the “Corporation”) and the Board of Trustees respectively (collectively referred to as the “Parties”), enter into this Memorandum of Understanding regarding the process of termination of the President pursuant to Article XII.7(j) of the Bylaws of Saint Anselm College.

Article XII, Section 7(j) of the College Bylaws prescribes the following:

7.(j) The President serves at the pleasure of the Board of Trustees to lead the College in all facets including as the messenger of its Catholic and Benedictine identity and nothing herein prevents the Board of Trustees from removing the President, with or without cause, by a two-thirds (2/3rds) vote of the Trustees on its own initiative.

The Chair of the Members has a unique role to advise the Board that the President remains a true messenger of the College’s Catholic and Benedictine identity. This role is memorialized in the Employment Agreement of the President rather than in the Bylaws of Saint Anselm College.

In light of the foregoing, the Parties agree as follows:

All Employment Agreements for the President, present and future, shall include, in the section that details termination for cause, the following “cause” for termination among others:

Intentional and demonstrable violation of the social, moral or doctrinal teachings of the Catholic Church as reasonably determined by the Chair of the Members.

This agreement will be reviewed periodically.

Date:

Joseph Loughrey
Chair of the Saint Anselm College
Board of Trustees

Date:

Abbot Mark Cooper, O.S.B.
Chancellor of Saint Anselm College
and Chair of the Members