UNIVERSITY OF ST. THOMAS
SHORT-TERM DISABILITY PLAN

ARTICLE I
THE PLAN

1.1 **Statement of Plan.** The University of St. Thomas (hereinafter called the “University”) has previously adopted for the benefit of its eligible employees a Short-Term Disability Plan. The University desires now not only to continue the Plan, but to provide a written statement of the Plan.

1.2 **Purpose.** The purpose of this Plan is to assist eligible employees of the University in providing an income for their support during a period not to exceed six (6) months should they be unable to work by reason of a medically approved illness or injury. The initial disability must be total. The benefits under this Plan constitute taxable income to the recipient.

ARTICLE II
DEFINITIONS

2.1 “Disability” means the employee is unable to work by reason of a medically approved illness or injury.

2.2 “Effective Date” means January 1, 2013, the date on which this Plan was established.

2.3 “Employee” means any person employed by the University as:
   a) a faculty member;
   b) an administrative employee;
   c) a staff employee;
   d) a service employee: housekeeping, building, grounds, and food service workers and security officers.

2.4 “Partial Disability” means a person, having been totally disabled and unable to work because of a medically approved illness or injury, is released by a medical practitioner to return to work on a part-time basis, or working full-time or part-time with restrictions.
“Participant” means any Employee who has satisfied the eligibility requirements of Section 3.1 hereof and has not, for any reason, become ineligible to participate in the Plan.

“Plan” means the University of St. Thomas Short-Term Disability Plan, unless the context in which such word is used clearly indicates otherwise.

“Plan Administrator” means the person or persons designated to administer the Plan pursuant to Article VII hereof.

“Plan Year” means the twelve (12) month period commencing on January 1 and ending on December 31.

“Pre-Disability Salary or Wages” on which the disability benefit will be calculated means the base or contract salary or wages the Employee was paid to work immediately prior to the illness or injury, but exclusive of overloads, overtime, summer school contract, shift premium, bonuses or commissions, or any form of additional compensation.

“University” means the University of St. Thomas, with its primary address at 2115 Summit Avenue in St. Paul, Minnesota.

“Waiting Period” means the period immediately following employment that the “Eligible Employee” must wait before becoming a “Participant” in the Plan.

ARTICLE III
ELIGIBILITY

3.1 Eligibility. An Employee is eligible to participate in the Plan if s/he is:

i) A full-time regular faculty member, including a Priest of the Archdiocese of St. Paul and Minneapolis (or a member of another religious order, as the case may be), with an appointment as a tenured, tenure track, clinical, distinguished service, limited term, or visiting professor, if s/he is in a position approved to work an authorized .625 FTE or greater;

ii) An administrative (exempt) Employee, including a Priest of the Archdiocese of St. Paul and Minneapolis (or a member of another religious order, as the case may be), if s/he is regularly employed in a position approved to work an authorized .625 FTE or greater; or
iii) A staff or service (non-exempt; hourly paid) Employee if s/he is regularly employed in a position approved to work an authorized .625 FTE or greater.

**Exceptions:**
Provided however, that the following Employees are not eligible to participate in this Plan:

a) Employees who are included in a unit of employees covered by collective bargaining agreement between employee representatives and one (1) or more employees, unless the collective bargaining agreement specifically provides that such unit of employees is eligible to participate in this Plan;

b) Any Employee whose employment by the University is incidental to his/her educational program, such as a student work-study employee or a Priest who is currently a student at the University;

c) A person employed on a temporary or seasonal basis;

d) An administrative, staff or service person employed in a position approved to work less than .625 FTE; or

e) A Priest of the Archdiocese of St. Paul and Minneapolis (or a member of another religious order, as the case may be) who does not meet the requirements described in subsections 3.1(i) or (ii) above.

3.2 **Commencement of Participation.**
Any Employee who has met the eligibility requirements of Section 3.1 shall become a Participant in the Plan on the first day of the calendar month after s/he meets the eligibility requirements of Section 3.1 except that for employment commencing on the first day of the month, such individual shall become a Participant in the Plan on that first date of employment.

3.3 **Participation Conditions.** As a condition to participation and receipt of benefits under this Plan, the Participant agrees to:

i) Observe all rules and regulations implementing this Plan.

ii) Provide a medical practitioner’s statement to the University’s Claims Administrator within 15 calendar days of the date the Participant notifies the University of his/her absence due to illness or injury (but in any event, no later than 30 calendar days after the date the Participant is first absent from work due
to illness or injury), which indicates:

a) that the Employee is under the care of the medical practitioner;
b) the nature of the illness or injury causing the disability;
c) the date the current illness or injury commenced;
d) the date on which the medical practitioner expects the Employee may be able to return to work; and

e) whether or not the employee is totally disabled and incapable of working.

iii) After a period of disability, provide ongoing medical updates from the medical practitioner.

iv) Consent to inquiries by the Plan Administrator (or his/her delegate) with respect to any physician, or other provider of service involved in a claim under this Plan;

v) If requested by the University, consent to see a medical practitioner selected by the University to examine the Participant physically, psychologically or psychiatrically (at the University’s expense) prior to being approved to receive benefits or for continuation of benefits.

vi) Follow the recommendations of the physician selected by the University. Failure to follow the recommendations of the University selected physician will make the Participant ineligible to receive, or continue to receive, benefits under this Plan.

3.4 **Ending Date: Termination of Participation.**

Except as provided elsewhere in this Plan, cessation of active work by reason of separation from employment, unpaid leave of absence, temporary layoff, or total or partial suspension of the University’s operations terminates participation in the Plan.

i) A **faculty Employee** who is a Participant in the Plan ceases to be eligible for coverage under the Plan after the earliest of the following dates:

a) When a new employment contract with the University for the next following academic year has not been offered, has been offered but not renewed, or s/he has provided a written intent to resign from the University, benefits will cease on the last day on which s/he actively provides services or at the end of the academic semester, whichever is later; and

b) When s/he has moved to a class of employees not eligible to be covered
under the Plan;
except that benefits will not cease during an approved “sabbatical leave” and will be based on actual salary being received.

ii) An administrative, staff or service Employee who is a Participant in the Plan ceases to be eligible for participation under the Plan after the earliest of the following dates:
   a) the last day of employment when the Participant separates from a position s/he held at the University;
   b) the last day of the Participant’s planned employment when s/he has provided a verbal or written intent to resign from the University; and
   c) the last day of employment in an eligible class of employees prior to moving into a position no longer in a class of employees eligible to be covered under the Plan.

ARTICLE IV
BENEFITS

4.1 Benefits.
All Employees meeting the eligibility requirements in Section 3.1 and the participation conditions in Section 3.3 will receive the following full short-term disability benefits if such benefits are approved due to the Participant’s initial total disability:
   a) One hundred percent (100%) of pre-disability salary during the 1\textsuperscript{st} through 60\textsuperscript{th} day of disability;
   b) Eighty percent (80%) of pre-disability salary during the 61\textsuperscript{st} through 120\textsuperscript{th} day of disability;
   c) Sixty percent (60%) of pre-disability salary during the 121\textsuperscript{st} through 180\textsuperscript{th} day of disability;
All Participants will receive any such benefits effective on the 8th calendar day after the Participant’s initial absence from work due to the illness or injury that caused the total disability. If the claim for short-term disability benefits is approved, the benefits described above will be paid retroactively back to the first working day of the total
disability.
If the claim for short-term disability benefits is denied, the employee may request to use earned vacation, personal time off (PLT), or family emergency leave for a paid leave during his/her absence from work; employees may also request to have any such absence treated as unpaid leave.

4.2 Limitations on Benefits and/or Participation.
A. All Employees:
1) Participation in the Plan shall not become effective on a date when a person is for any reason not actively at work. However, if the first of the month is a non-working day, coverage shall nevertheless become effective on that date if s/he was actively at work on the last preceding working day.
2) After returning to work full-time following a period of receiving benefits under this Plan (for total disability), if an Employee has a reoccurrence of the same medically approved illness or injury within 30 calendar days, the benefits shall resume at the level paid prior to returning to work as if the Participant had not returned to work. However, if the full-time return to work period exceeds 30 calendar days, the reoccurrence may be considered to be a new illness or injury for calculating benefit purposes, except in the case of a work-related illness or injury, the initial date of benefit eligibility shall apply to the reoccurrence or related illness or injury. During this 30 calendar day return-to-work period, the employee must have worked at least 10 consecutive full working days. In situations where more than one illness or injury within any 12-month period occurs, the initial date of benefit eligibility may apply to a related illness or injury; that is, it is not expected that short-term disability benefits will be paid to an Eligible Employee for more than six (6) months during any 12-month period.
3) An Employee who is no longer an Eligible Participant and later meets the eligibility requirements for participation will be treated as a new Employee. The waiting period for service requirement will be waived for all paid leaves of absences, military leaves, or other approved leaves which do not exceed six (6) months in duration.
4) In the event of a change in an Employee’s classification or compensation, benefits payable will be based on the employee’s compensation and classification in effect on the onset date of the disability, not the date of filing the claim. Once the employee returns to being an active full-time employee in the changed classification or compensation, any subsequent short-term disability benefits shall be based on the new classification and compensation, provided the employee has returned for at least 30 calendar days and has worked at least 10 consecutive full working days.

5) Currently, other fringe benefits will be available to be continued while the Employee is receiving benefits under this Plan at the University’s cost. The Eligible Employee receiving benefits under this Plan will be required to make the same co-payment as if s/he were actively working.

B. **Faculty Employees:**

6) If a Participant is a full-time regular faculty Employee, who has renewed his/her employment contract with the University for the next following academic year, and then ceases active, full-time employment during the summer months, his/her participation in this Plan will not terminate but will continue for the duration of the summer recess. Pre-disability base salary is the basis for benefits under this Plan.

7) When the Participant is a faculty Employee who ceases active, full-time employment due to a “sabbatical leave” approved by the University, the eligibility for benefits under this Plan will continue. The benefit to be received will be based on the actual salary being received.

C. **Administrative, Staff and Service Employees:**

8) If the Participant is an administrative, staff or service Employee approved to receive short-term disability benefits, s/he does not receive holiday pay, does not accrue vacation or sick leave, and does not receive salary increases until s/he returns to active employment.
ARTICLE V
DISABILITIES COVERED

5.1 Definition of Disability.
A Participant must be unable to work for reasons of medically approved illness or injury. The initial disability must be total. The Participant is determined to be totally disabled if s/he is unable to perform the essential functions of his/her specific job or occupation.

5.2 Proof of Disability.
i) Participant must submit the proof of disability as set forth in Section 3.3(ii).
ii) Engaging by the Participant in activities which are inconsistent with the nature or the limitation(s) of the claimed disability may result in termination of benefits under the Plan.
iii) The disability must result from an accidental bodily injury or an illness.

5.3 Exclusions, Exceptions and Offsets.
The benefits indicated above in Section 4.1 may be offset by other University-provided benefits, or benefits the employee is entitled to receive because of the same disability, and under certain conditions, no benefits will be paid to an employee.
i) If the injury is sustained by the Participant as a driver, passenger or pedestrian in an accident or any other type of event, benefits received under this Plan will be offset by the amount claimant receives under any group or individual automobile insurance policy or any other insurance policy for disability, or recovers from a lawsuit, due to such injury. Short-term disability benefits may be paid to the Eligible Participant during the period of his/her approved disability if the Eligible Participant does not receive the insurance benefit consecutively with the absence or the actual amount or receipt of the benefit is uncertain, provided the employee agrees that when the insurance benefits or settlement are subsequently received, s/he will reimburse the University to the extent of the benefits received under this Plan. In the event the Participant is unable to consent to such an agreement in writing, acceptance of benefits under this Plan by the Participant will signify agreement with its provisions.
ii) Short-term disability benefits payable under this Plan will be offset by payments
received by the Participant from any other source, including, but not limited to, worker’s compensation; primary Social Security disability benefits; disability benefits received through a pension plan to which the University has made contributions; or other formal programs to which the University has made contributions for the Participant’s welfare or retirement.

iii) Since an Employee may not receive benefits under more than one leave plan at the University at the same time, if the Participant is absent from the University while receiving benefits under another one of the University’s leave plans s/he may not receive benefits under this Plan until the decision is made under which Plan the Employee will receive benefits.

iv) No benefits will be paid if the injury or illness is sustained by the Participant under any of the following situations:
   a) the injury or illness is sustained as a direct result of employment outside the University;
   b) an accidental bodily injury or resulting illness sustained due to intentional self-inflicted means;
   c) an injury caused by war, whether declared or undeclared, or any act of war;
   d) while participating in, or in consequences of having participated in, the commission of an assault or felony;
   e) that portion of any period of disability when the Participant is confined to any penal or correctional institution as a result of conviction for a criminal or other public offense.

v) A Participant who is working under an approved medical restriction which limits his/her physical activities will become ineligible to receive benefits if s/he intentionally performs tasks outside the approved restriction.

ARTICLE VI
PARTIAL DISABILITY

6.1 Able to Accommodate Restrictions. If, following a period of total disability, a medical
practitioner releases the Participant to return to work with or without restrictions, and the University is able to accommodate the restrictions, the Employee (referred to as “partially disabled), must return to work and will be assigned responsibilities pursuant to a medical practitioner’s recommendations. The employee returning to work on a part-time basis and continuing on partial disability will have his/her compensation calculated as follows:

i) during the 1st through 60th day after the onset of the medically approved illness or injury, the Participant’s benefits will be one hundred percent (100%) of his/her Pre-Disability Salary or Wages;

ii) commencing with the 61st day after the onset of the medically approved illness or injury, the Employee’s total compensation will be calculated as follows:
   a) actual salary for percent of full-time actually working; plus
   b) disability benefits of eighty percent (80%) of his/her Pre-Disability Salary or Wages for the percent of full-time not actually working from the 61st to the 120th day, and sixty percent (60%) of his/her Pre-Disability Salary or Wages for the percent of full-time not actually working from the 121st day to the 180th day of disability;

iii) the partial disability benefit the Participant receives from the University pursuant to this Section 6.1 is subject to the same exclusions, exceptions, and offsets described in Section 5.3.

6.2 Unable to Accommodate Restrictions. If, following a period of total disability, a medical practitioner releases the Participant to return to work with restrictions, and the University is unable to accommodate the restrictions, the Employee will continue to receive the full short-term disability benefits under this Plan as described in Article IV.

ARTICLE VII

PLAN ADMINISTRATOR

7.1 Allocation of Responsibilities. The Plan Administrator may allocate the responsibilities for the operation and administration of the Plan, including the designation of persons who are not named fiduciaries to carry out fiduciary responsibilities under the Plan. The Plan Administrator shall effect such allocations of his/her responsibilities by delivering to the
University a written instrument signed by him/her that specifies the nature and extent of
the responsibilities allocated, including, if appropriate, the persons, not named
fiduciaries, who are designated to carry out fiduciary responsibilities under the Plan.

ARTICLE VIII
CLAIMS PROCEDURE

8.1 Initial Claims.
i) A person who desires to file a claim for benefits must make his or her application
for benefits to the Claims Administrator, as well as provide sufficient medical
evidence in support of such claim, in accordance with Section 3.3. The Claims
Administrator will provide notice of the decision no later than 45 calendar days
after the claim is filed. This time period may be extended twice by 30 calendar
days if the Claims Administrator both determines that such an extension is
necessary due to matters beyond the control of the Plan and notifies the claimant
of the circumstance requiring the extension of time and the date by which the
Claims Administrator expects to render a decision. If such an extension is
necessary due to the claimant’s failure to submit the information necessary to
decide the claim, the notice of extension will specifically describe the required
information, and the claimant will be afforded at least 45 calendar days within
which to provide the specified information. If the claimant delivers the requested
information with the time specified, any 30 calendar day extension period will
begin after the claimant has provided that information. If the claimant fails to
deliver the requested information with the time specified, the Claims
Administrator may decide the claim without that information.

ii) If the claim for benefits is wholly or partially denied, the notice of adverse benefit
determination under the Plan will:
(a) state the specified reason(s) for the determination;
(b) reference specific Plan provision(s) on which the determination is based;
(c) describe additional material or information necessary to complete the
claim and why such information is necessary;
(d) describe Plan procedures and time limits for appealing the determination, and the claimant’s right to obtain information about those procedures and the right to sue in Federal court;

(e) disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provide free of charge upon request); and

(f) explain the scientific or clinical judgment applying the terms of the plan to the claimant’s medical circumstances, if applicable.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

8.2 Appeal Procedures

i) A claimant has 180 calendar days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the Claims Administrator. A decision on review will be made not later than 45 calendar days following receipt of the written request for review. If the Claims Administrator determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 calendar days (90 calendar days in total). The Claims Administrator will notify the claimant in writing if a 45 calendar day extension is needed.

ii) If an extension is necessary due to the claimant’s failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and the claimant will be afforded at least 45 calendar days to provide the specified information. If the claimant delivers the requested information within the time specified, the 45 calendar day extension of the appeal period will begin after the claimant has provided that information. If the claimant fails to deliver the requested information within the time specified, the appeal will be decided based on the information provided to date.

iii) The claimant will have the opportunity to submit written comments, documents, or other information in support of his or her appeal. The claimant will have access to relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into
account all new information, whether or not presented or available at the initial
determination. No deference will be afforded to the initial determination.

iv) Although the processing of claims and appeals is handled by the Claims
Administrator, the University, in its capacity as the claims fiduciary for the Plan
(the “Appeal Agent”) retains the authority to make the final determination
regarding claims and appeals. In the case of a claim denied on the grounds of a
medical judgment, the Appeal Agent will consult with a health professional with
appropriate training and experience. The health professional who is consulted on
appeal will not be the individual who was consulted during the initial
determination or a subordinate. If the advice of a medical or vocational expert
was obtained by the Plan in connection with the denial of the claim, the claimant
will be provided with the names of each such expert, regardless of whether the
advice was relied upon.

v) A notice that the request on appeal is denied will contain the following
information:
(a) the specific reason(s) for the determination;
(b) a reference to the specific Plan provision(s) on which the determination is
based;
(c) a statement disclosing any internal rule, guidelines, protocol or similar
criterion relied on in making the adverse determination (or a statement that
such information will be provided free of charge upon request);
(d) a statement describing your right to bring a civil suit under Federal law;
(e) the statement that the claimant is entitled to receive upon request, and
without charge, reasonable access to or copies of all documents, records or
other information relevant to the determination; and
(f) the statement that “You or your plan may have other voluntary alternative
dispute resolution options, such as mediation. One way to find out what
may be available is to contact your local U.S. Department of Labor Office
and your State insurance regulatory agency.”

Notice of the determination may be provided in written or electronic form.
Electronic notices will be provided in a form that complies with any applicable
legal requirements.

vi) Unless there are special circumstances, this administrative appeal process must be completed before the claimant begins any legal action regarding his or her claim.

ARTICLE IX

MISCELLANEOUS

9.1 **Power of the Plan Administrator.** The Plan Administrator shall have the following powers:

i) to interpret the provisions of the Plan;

ii) to establish and revise the method of accounting for the Plan and to maintain the accounts; and

iii) to establish rules for the administration of the Plan and to prescribe any forms required to administer the Plan.

9.2 **Actions of the Plan Administrator.** All determinations, interpretations, rules and decisions of the Plan Administrator shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

9.3 **Amendments.** The University may amend the Plan from time to time by a decision of the Plan Administrator approved by the President. Any such amendment shall be filed with the Plan documents, and if required by law to do so, a copy thereof shall be furnished by the Plan Administrator to each Participant.

9.4 **Termination.** The University expects the Plan to be permanent, but reserves the right to terminate the Plan at any time. Neither the University nor any of its employees shall have any further financial obligations hereunder from and after such termination except such that have accrued up to the date of termination and have not been satisfied.

9.5 **Non-Alienation.** No benefit payable at any time under this Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind.

9.6 **Applicable Law.** The Plan and all rights hereunder shall be governed by and construed according to the laws of the State of Minnesota, without reference to its conflict of laws principles, except to the extent such laws are pre-empted by the laws of the United States.
of America.

9.7 **Not a Contract.** This Plan shall not be deemed to constitute a contract between the University and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained herein in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the University or to interfere with the right of the University to discharge any Participant or Employee at any time regardless of the effect which such discharge will have upon him/her as a Participant of this Plan.