

## **FACULTY MANUAL “MINOR CHANGE” AMENDMENTS (SPRING 2025)**

### **Sec. IV, Paragraph 2 (p.50) of the *Faculty Manual* (2024 edition):**

The Joint Faculty Senate-Provost Committee on the *Faculty Manual* is authorized to make minor changes that do not alter the substance or meaning of the text and that, as appropriate, reflect current usage. Such changes take effect when made and will be followed by timely documentation on the *Faculty Manual* website.

Accordingly, the Committee has identified the modifications of the 2024 *Manual* detailed herein for inclusion when the substantive Spring 2025 amendments are adopted by the Board of Trustees. The 2025 edition of the *Manual* will reflect both types of amendments, with the changes made by the Committee documented on the [Faculty Manual website](#).

#### Joint Faculty Senate/Provost Committee on *The Faculty Manual*:

April Trees, PhD – Associate Provost [Chair]\*

Chris Rollins, JD – Faculty Senate President

Joe Lyons, PhD – Faculty Senate President-Elect

Michael Goldwasser, PhD – Faculty representative appointed by the Faculty Senate Executive Committee

Julie Howe, MBA, RHIA, D-ABMDI – Faculty representative appointed by the Faculty Senate Executive Committee

Jane McHowat, PhD, FAHA – Associate Dean for Faculty Affairs and Development/School of Medicine\*

Danielle Uy, JD – Vice President and General Counsel\*

\*University Administration Representatives

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### **ITEM #1**

#### **Sec. II.A. The University Corporation (p. 2) → last paragraph**

The Bylaws of the Board of Trustees provide for an Executive Committee with power to act for the Board in the intervals between regular and special meetings of the Board. The Chairperson and Vice Chairperson of the Board and the President of the University are *ex officio* members of the Executive Committee. Other Executive Committee members are [appointed by the Chair in consultation with the President and shall serve a one-year term, subject to annual renewal.](#) ~~elected by the Board of Trustees from among its members.~~

#### **EXPLANATION:**

This change brings *the Faculty Manual* in line with the bylaws of the Board of Trustees. Section 11 of SLU's Bylaws state the following: "The non-ex officio members of the (Executive) Committee shall be appointed by the Chair in consultation with the President and shall serve a one-year term, subject to annual renewal."

**ITEM #2****Addition to page ii following Affirmative Action/Equal Opportunity Statement**

**NOTE:** Faculty who are employed by the University are covered by the *Faculty Manual of Saint Louis University*. School of Medicine Clinical Faculty, defined as health care professionals not employed by the University with faculty appointments in the School of Medicine as specified in letters of appointment, letters of renewal, or memoranda of agreement, are covered by the *SOM Clinical Faculty Manual*.

**EXPLANATION:**

Adding this Note to page ii to provide clear guidance at the start regarding which manual applies.

**ITEM #3****Sec. III.G.7 Physician Services (p. 24 & 25)****...7. Physician Services**

~~All physician services provided by full-time faculty in clinical departments of the School of Medicine are to be billed on behalf of the faculty member and the income assigned to the appropriate clinical income fund. Physician services are services provided to a patient for which a fee ordinarily would be expected. Clinical administrative services and other services for which the School of Medicine has contracted, such as those provided as a medical director of a hospital department, are considered physician services. Medical expert witness testimony and associated legal work that arises out of treatment or examination of a patient in an established physician-patient relationship are considered physician services.~~

~~Medical expert witness testimony and other legal work that does not arise out of treatment or examination of a patient in an established physician-patient relationship are not considered physician services (and fees accrue to the physician) unless they fall within a written exception determined by the Dean of the School of Medicine to be necessary and appropriate to carry out the mission of a specific Department and the School. Such exceptions ordinarily shall be made upon application to the Dean of the School of Medicine by the Chairperson of the Department in question and after consultation with affected faculty in the Department; written notice of such exceptions shall be distributed to affected faculty upon approval by the Dean. The Dean's decisions recognizing any such exceptions are not grievable under Sec. III.I.10 of this Manual. Medical expert witness testimony and associated legal work must neither interfere with a faculty member's duties and responsibilities assigned by the Chairperson or the School nor impede the mission of the University. Faculty engaging in medical witness testimony that does not involve physician services shall not testify in cases against the University or any of its employees. In extraordinary cases, the Dean of the School of Medicine may determine that an individual faculty member has abused the privilege granted under this section and may revoke that faculty member's privilege to perform expert witness testimony and/or associated legal work. Any such decision may be made only after affording reasonable notice to the faculty member and also affording the faculty member reasonable opportunity to respond, after consultation with the Chairperson of the relevant Department. The affected faculty member may grieve such decision under Section III.I.10 of this Manual, but the Professional Relations Committee may find in favor of the faculty member only if it determines that the Dean's decision was arbitrary, capricious, or an abuse of their discretion. Were such a determination made by the Committee, it would not result in the awarding of compensatory pay. The Committee must explain its decision in writing. Royalties from books, films, or other media productions, and consultations not involving patient~~

~~services, such as serving on NIH or other funding agency review panels or other consulting activities, are not considered physician services.~~

~~Because advanced notice and management of time and commitment are essential to minimize disruption and undue interference with a physician's University responsibilities, all full-time faculty must notify their Chairpersons prior to engaging in medical expert witness testimony, associated legal work, or other extramural professional activities outside the scope of University-covered physician services. There will be no provision of physician services that are compensated directly to the faculty member, except where the faculty member is employed by an affiliated health-care organization that pays directly instead of by contract with the University, in which case that individual's total professional compensation is to be approved by and reported to the Department Chairperson or comparable administrator and to the Dean of the School of Medicine.~~

7. Physician Services. This section was removed and intentionally left blank in Spring 2025 due to the passage of the *SOM Clinical Faculty Manual*.

**EXPLANATION:**

This content is being removed from the *Faculty Manual* as it applied to SOM Clinical Faculty and is in the *SOM Clinical Faculty Manual*.

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**ITEM #4**

**Sec. III.6.6. Extramural Activities (p. 23) → 3rd paragraph in section (p. 24) → 4<sup>th</sup> paragraph in section**

~~This provision concerning extramural activities does not apply to faculty who are members of SLUCare. Physician services are the subject of a separate rule set forth in Sec. III.G.7.~~

Unless specifically required by statute, governmental guidelines, or University policies on conflict of interest, when a faculty member has an academic year that is shorter than a calendar year, no restrictions are placed on their extramural activities during the time not covered by contract or letter of appointment. If the extramural activities of a full-time faculty member are in danger of exceeding a total of approximately one day a week during the academic year, specific prior approval of the appropriate Dean is required. This approval will be granted only for very compelling reasons, in which case any additional financial remuneration beyond that allowed for normal extramural activities will accrue to the University or, if professional or legal regulations prohibit this, returned to the extramural sponsor. ~~Physician services are the subject of a separate rule set forth in SEC. III.G.7.~~

**EXPLANATION:**

Removing references to Section III.G.7 as that has been removed from the *Manual*.

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**ITEM #5****Sec. III.I.c.1 Limitations of Authority (p. 46)**

1) Other than in cases of infringement of academic freedom or illegal discrimination, salaries are not grievable unless there has been an absolute reduction in the contracted base salary. If there is a unit-based review by a committee, a majority of whom are faculty, or if a clearly-established written agreement governing base salary modifications exists within a unit (~~e.g., SLUCare~~), the Professional Relations Committee will defer to the final decision of that process unless the Professional Relations Committee finds that the decision is arbitrary and capricious or an abuse of discretion.

**EXPLANATION:**

Removing reference to SLUCare.

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**ITEM #6****Sec. III.I.c.2 Limitations of Authority (p. 46 & 47) paragraph 5 & 6**

Actions of professional credentialing, licensing, or certification organizations, ~~including SLUCare~~, are not grievable. Further, the findings of fact of these organizations are final for purposes of any subsequent grievance. The Professional Relations Committee has no authority to set aside the factual findings and determination of research misconduct by an investigation committee functioning in accordance with the *Responding to Allegations of Research Misconduct Policy* available from the website of the Office of the Vice President for Research. While the findings themselves are not grievable, the appropriateness of the final sanction imposed or the adequacy of the means of restoration of the respondent's reputation, consistent with those identified in the policy, is grievable. In any case where the termination of a faculty member is being sought, the *ad hoc* Judicial Committee conducts a *de novo* proceeding but receives as evidence the final reports of the investigation committee and the deciding official and gives its factual findings whatever weight the *ad hoc* Judicial Committee deems is appropriate.

~~Decisions by the Dean of the School of Medicine regarding medical expert witness testimony and related legal work are subject to the grievance rules set forth in Sec. III.G~~

**EXPLANATION:**

Removing reference to SLUCare and reference to the SOM Dean decisions as SOM Clinical Faculty are not

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