

AGENDA

**SLU Business Manager Meeting
June 28, 2007
Allied Health Multipurpose Room
3:00- 5:00pm**

- 1) Meeting Overview/Announcements: Linda Pizzo (5 minutes)**
 - Sign in Sheet
 - Next Meeting August 9
 - FY2008 meeting schedule
 - Annual survey in July
- 2) Standard Services Agreement (previously ICA) (15 minutes)**
- 3) Team Updates (15 minutes)**
 - IDO
 - Reporting
 - Business Manager Development
 - Accounts Payable
- 4) New Salary Monitoring System (10 minutes)**
- 5) Roundtable Discussion (15 minutes)**
- 6) Networking reception (60+ minutes)**

Business Manager Meeting

Minutes of the Meeting of June 28, 2007

Meeting minutes of the Saint Louis University Business Managers held at 3:00 9.m. on Thursday, June 28, 2007 in the Allied Health Multipurpose Room.

Business & Finance Staff Present:

Bruce Andres	Stacey Barfield	Vicki Cassady	Janice Crawford
LaDonna Davis	Mary Drexler	Mindy Fenton	Sharon Gajewski
Greg Haney	Jeff Hovey	Tim Kavanaugh	Lee Kneibert
Marsha McBride	Tom Meadows	Tawnya Musial	Bryan Pini
Linda Pizzo	Jackie Siebert	Lisa Zoia	

HR Staff Present:

Number of Business Managers Present: 63

Linda Pizzo welcomed everyone to the meeting. There will not be a Business manager's meeting in July. The next Business Manager's meeting will be on August 9 at the Busch Student Center, Room 172. Please check the [meeting schedule](#) for the location of all future meetings. The meeting was set up for a roundtable discussion with 9 tables of Business Manager's assembled. Linda reminded the managers and members of Business and Finance to remain after the meeting for a networking and social hour.

Annual Business Manager's Survey – Linda announced that she will be sending out a survey to all Business Manager's asking for feedback on this past year and suggestions for future topics. Linda encouraged all managers to take some time and complete the survey.

[Tawnya Musial](#) from Business Services announced the switch to **Standard Register** as our primary source for printing services (no longer using Curtis 1000 and Kinko's doc store). The move takes effect on July 1st. Training will be:

Friday, 7/6	2-3	Ritter Hall	Room 320
Tuesday, 7/10	9-10	Ritter Hall	Room 320
Tuesday, 7/10	10:30-11:30	Allied Health	Room 1036
Thursday, 7/12	2-3	Allied Health	Room 1040
Friday, 7/13	10-11	Ritter Hall	Room 320
Friday, 7/13	2-3	Allied Health	Room 1040

There will also be training available at the Vendor Fair on July 31st. Our account rep with Standard Register is Ted Sengpiel – 314-315-2909.

SSA – [Standard Service Agreement](#) – Linda Pizzo announced the approval of a new contract form that replaces the **ICA – Independent Contractor Agreement**. The SSA is to be used beginning July 1, 2007. The preliminary guidelines were reviewed and some of the highlights of the new form were reviewed, including the SSA is not limited to one fiscal year or one event – it may be for a range of dates and may be for multiple years and a fully executed SSA will be available on Web Extender. For directions on completing the new SSA, please click on this link – [How to Prepare a Standard Services Agreement](#). Click on [Guidelines](#) for more information regarding when to use the SSA.

An [Addendum to the SSA](#) is available to include additional terms with the SSA. The General Counsel's office is investigating the possibility of designating the signature authority to additional administrators and should have a determination on this shortly. Once determined, an announcement will be sent out to all Business Managers.

Process Improvement Teams - Reporting

The recently established WebFocus Dashboard report entitled "Account Code Summary Report" will be found another a new title "Fund Summary by Account Code" and is available on the WebFocus Dashboard menu. This report will allow you to run month-end only or include year to date numbers. The on-line IDO system design is complete. The program will be finalized in July, tweaked and tested in August and training will begin in September. The on-line IDO should go live in October.

New Salary Monitoring System - (this report will be similar to the old LR86 report). The new salary monitoring system has been tested and appears to be working well. It will encumber regular salaries as well as those for part-time permanent employees. This system will be accessed in Self Serve Banner, under Budget Management. It will show – Budget, Actual, Encumbrance, and Variance by position.

Roundtable discussion – Each table discussed a list of questions and provided feedback on various areas of the Business Manager's job and on the Business Manager's monthly meetings. The answers and feedback will be shared once it is compiled.

Linda Pizzo adjourned the meeting at 4:35 and most managers remained for refreshments.

Minutes respectfully submitted by Mary Drexel.

Standard Services Agreement Guidelines

- The Internal Revenue Code contains the common law rule which is used as the basis for determining whether an individual is an employee or an independent contractor. The University has the burden of proving that a preponderance of factors point to independent contractor status for such treatment to be allowed. Errors in judgment or lack of sufficient documentation may result in the levying of substantial fines and penalties against the University. Use the following guidelines to determine the provider's status:

Employee or Independent Contractor?

- Employees** - If recipient for payment of services is an employee within the current calendar year, they must be paid as an employee, not an independent contractor.
- Saint Louis University Standard Services Agreement (SSA)** must be used for all independent contractor services beginning July 1, 2007. If an independent contractor wants to use their agreement, it must first be reviewed by General Counsel. Those units that have developed specific ICA templates should revise the template based on the new SSA.
- Standard Services Agreement (SSA) is not required for Corporations.** One of your first questions to a potential service provider should be "are they a Corporation?" If they say yes, ask for a completed W-9 form. Confirm that they have marked the form as being a Corporation. If you proceed to do business with the Corporation, submit the W-9 with the purchase requisition or DP form and an SSA will not be required.
- A **W-9** must be completed for each Provider. A W-9 is required for medical or legal services regardless of the entity type. Once completed with the first agreement, it will be retained on file in the Controller's Office.
- Agreement Period** - The **SSA** does not have to be limited by the fiscal year or a one time service. The provision of the services outline on Exhibit A of the **SSA** may be a range of dates that go beyond the fiscal year or may be for multiple years.
- Multiple Service Events** - If the **SSA** is intended for multiple service events, it only needs to be submitted with the initial DPV. Subsequent DPVs should reference the initial DPV number. Also, the official copy of the signed **SSA** can be obtained through WebXtender.
- Specific Service Agreements** – A specific Service Agreement is available and should be used for **Photography Services** and for **Professional Entertainers/Speakers**. All other services will use the standard agreement with or without the addendum based on the type of service.
- The following payments for non-employee services generally require an **SSA**:

Type	Requires a SSA
Legal Services	Sole Proprietor or a LLC Sole Proprietor
Subject Fee/Patient Study	Standardized Patients
Honoraria	If it does not meet the definition of Honoraria , an SSA will be required.
Corporation or LLC Corporation	None required

UPDATING YOUR STANDING PO IN EWAY

To update your standing purchase order in eway, please follow the instructions below:

1. Click on "My Profile" (located at the very top of your screen)
2. Click on the "Shopping Cart Defaults" tab.
3. In the PO field type in the correct PO number.
4. Click Update Profile

You have successfully updated your PO number.

If you have any questions please contact:

Danyelle Neisinger
Corporate Express
314-506-7617
danyelle.neisinger@cexp.com

Learning Opportunities and Resources FAQ's

[Will a refresher course for the Administrative Overview be offered?](#)

[Who is allowed to enroll in the Business Management Development Certificate Program?](#)

[Do we have to attend all of the sessions in the Certificate Program to obtain a certificate or can we test out of a session if we have prior experience?](#)

[Where will the training sessions be held?](#)

[Will training materials be distributed prior to the sessions or will manuals be given out at each session?](#)

[Will any of the sessions in the Certificate Program be on-line tutorials?](#)

[Will electives be offered in the Certificate Program for those who do not deal with certain aspects?](#)

Will a refresher course for the Administrative Overview be offered?

The Administrative Overview will be offered regularly throughout the year and may be taken more than once. Visit the training schedule for dates and locations.

Who is allowed to enroll in the Business Management Development Certificate Program?

The program is required for the lead Business Managers in each unit. In the non-academic areas this would include the Business Manager at the Vice President level. In the academic areas this would include the Business Manager at the school level, except for the School of Medicine, in which case one Business Manager from each department would be required to attend.

Other personnel responsible for business processes, such as Administrative Assistants, Financial Coordinators, Financial Analysts, etc. are encouraged to attend any or all sessions that are applicable to their duties and responsibilities.

Do we have to attend all of the sessions in the Certificate Program to obtain a certificate or can we test out of a session if we have prior experience?

The Administrative Overview session is required of all individuals mentioned above, however, participants may be exempt from a particular requirement based their ability to complete a knowledge based assessment. The assessment is typically given at the end of each session to measure your understanding and knowledge of the particular topic. Those interested in being exempt from a course may request to take the assessment prior to the session. If the score is acceptable, you will receive credit for that course.

Where will the training sessions be held?

The training sessions will be held on campus alternating between the Frost and HSC sides. The building and room location will vary depending on availability.

Will training materials be distributed prior to the sessions or will manuals be given out at each session?

Training materials will be distributed prior to each session but we will also have extra materials available for those who did not receive it or registered late.

Will any of the sessions in the Certificate Program be on-line tutorials?

On-line tutorials will be offered for some sessions while other sessions may require hands-on training.

Will electives be offered in the Certificate Program for those who do not deal with certain aspects?

Electives will be offered for those with roles and responsibilities relating to special topics such as Research Administration, Contract Management, and/or Regulatory Compliance.

How to Prepare a Standard Services Agreement

This Agreement, ("Agreement"), is made and entered into this (1) day of , 200 by and between Saint Louis University, ("the University"), a Missouri nonprofit corporation, whose principal address is 221 North Grand Avenue, St. Louis, MO 63103 and (2) , ("Provider") an Independent Contractor and (3) Sole Proprietorship Partnership Professional Corporation Corporation LLC Sole Proprietor LLC Partnership LLC Corporation Other of the state of (4) , whose principal address, phone and facsimile is (4) .

1. Enter the current date.
2. Enter the name of the Provider or Independent Contractor as shown on their income tax return.
3. Check appropriate box for type of business:
 - a. Sole Proprietorship - An unincorporated business owned by the Independent Contractor
 - b. Partnership – A for-profit business association of two or more persons
 - c. Professional Corporation – A business organization which allows "professionals" to practice in an association of individuals. Such professionals include, but are not limited to attorneys, doctors, accountants, etc.
 - d. Corporation – A business organization which has a separate legal personality from its members and can own property, incur debts, sue, and be sued. SSA not required for Corporations. See SSA guidelines.
 - e. LLC Sole Proprietor – Sole Proprietorship or Single-Owner LLC
 - f. LLC Partnership – Partnership or multi-member LLC
 - g. LLC Corporation – Single or multi member LLC electing corporate status on Form 8832. SSA not required for Corporations. See SSA guidelines.
 - h. Other – Any other type of business not previously mentioned.
4. Enter the state, full address, telephone number and fax number of the Provider or Independent Contractor as indicated on their income tax return.

Section 2 – Terms of Payment

- If payment is for one-time services, enter the agreed upon amount to be paid by the University. If payment is for multiple dates leave blank and enter the rate of pay on Exhibit A in Other Terms and Conditions.
- A W-9 must be completed personally by each Provider. Once completed with the first agreement, it will be retained on file in the Controller's Office. If you are unsure if a W-9 is already on file for this provider, please contact Financial Services, fin_serv@slu.edu or your Medical Center Finance Office representative. To obtain the W-9 form and instructions visit <http://www.slu.edu/services/busfin/pdf/formW9.pdf>.

Section 3 – Termination

- Check the appropriate box stating whether the Agreement may or may not be terminated.

Section 4 – Indemnification and Insurance

- A Provider with an agreement where services exceed \$10,000 or a provider performing a high risk service for less than \$10,000 must get the approval of Risk Management to waive or modify the insurance provision.
 - Check the box in the second paragraph if the Provider is to maintain comprehensive liability insurance as specified in the agreement. This particularly applies to high risk providers.
 - For standardized patients, the insurance provision may be waived and the checkbox may remain blank.
 - For further clarification, contact Risk Management, 977-3952 or mertontk@slu.edu.

Signatures – (pg 2)

- Agreements for academic units require the approval of the Provost.
- Agreements relating to clinical services in the UMG require the approval of the UMG CEO.
- Non-academic and non-UMG agreements require the approval of the VP & CFO (or the Assistant Vice President for Business Services who has authority to sign contracts up to \$25,000), except for Student Development, President, Facilities Management, and General Counsel.
- Independent Contractor signature must include signature and printed name, organizational title if applicable, and Federal ID Number or Social Security Number.

Exhibit A – (pg 3)

Detailed Description of Services to be Performed

- Enter a detailed description of services to be performed and attach any additional information or supporting documentation.
 - For standardized patients, include the terminology “The University hereby engages IC to act as patients presenting with various medical conditions and where appropriate to provide additional teaching and instruction on such conditions for the University’s students to be performed (collectively, “the Services”) and is not an employee of the University within the current calendar year.”

Location of Services - Enter the location of where the work/service is to be performed, include building and room number if applicable.

Date and Time of Performance/Completion - Enter the date and time of service/performance(s) and service completion. This may include specific dates, or a range of dates. The range of dates may go beyond the fiscal year or may be for multiple years.

Other Terms and Conditions

- List any other terms or conditions agreed upon by both parties but not previously outlined in contract.
 - Contract provisions from the Addendum may be pasted into this section.
 - If term of payment is left blank in Section 2 of SSA, include the rate of pay here.

Additional Pages/Attached Addendum - Check the appropriate boxes if additional pages of information relating to the service are attached or if an addendum is attached to inform all parties of additional terms of agreement in case of separation from the document.

Internal Use Only

- Enter the University department contact name, telephone number and department name.
- The departmental approver must initial before forwarding for authorized signature. This should be the same individual that approves the document for payment.

Addendum – (pg 4-5)

- Enter the date and the provider’s name from page one of the Standard Services Agreement.
- Each section of the Addendum may or may not apply to certain categories of Providers or Independent Contractors. All parties involved in the Standard Services Agreement must initial next to each section of the Addendum that applies to the service or work to be performed.
- As an alternative, you may cut and paste the appropriate section of the Addendum to the “Other Terms and Conditions” portion of Exhibit A.

Below is a brief description of when to use each section of the Addendum:

Confidentiality – To be used when you do not want the provider to disclose the terms of the agreement.

Confidential Information – To be used when the provider has access to SLU confidential information (HIPPA, FERPA regulations, etc.).

University’s Mission – To be used when the provider is in a public forum such as speakers and entertainers.

Copyright – To be used when the provider produces work and rights to that work remain only with SLU.

Copyright Indemnification – To be used when the provider may use copyrighted materials to produce their work.

Registered Marks – To be used when the provider will need to use any registered marks of SLU to produce their work. For additional information relating to registered marks, contact Marcom, 977-7270 or boicela@slu.edu.

The following list is comprised of commonly used categories of providers that may require specific terms of agreement as outlined in the Addendum.

- Entertainers – University’s Mission
- Lecturer/Speaker – University’s Mission
- Design – Copyright
- Photography – Copyright
- Information Technology provider, Medical Transcriptionist or other such providers that will have access to confidential information – Confidential Information
- Standardized Patients – Include the terminology “The University intends to contract with IC for clinical education and training and/or services for students.”

**SAINT LOUIS UNIVERSITY
STANDARD SERVICES AGREEMENT**

This Agreement, ("Agreement"), is made and entered into this _____ day of _____, 200__ by and between Saint Louis University, ("the University"), a Missouri nonprofit corporation, whose principal address is 221 North Grand Avenue, St. Louis, MO 63103 and _____, ("Provider") an Independent Contractor and Sole Proprietorship Partnership Professional Corporation Corporation LLC Sole Proprietor LLC Partnership LLC Corporation Other _____ of the state of _____, whose principal address, phone and facsimile is _____.

In consideration of the covenants and conditions contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Services To Be Performed.** Provider shall perform the services and provide all materials, tools and supplies applicable to the provision of such services (collectively, "the Services") which are more particularly described in Exhibit A, attached hereto and incorporated herein.

2. **Terms of Payment.** Following completion of the Services and compliance with all terms and conditions contained herein, the University shall pay to Provider the sum of \$_____ or if left blank, as more fully set forth in Exhibit A, attached hereto and incorporated herein. All taxes and insurance (including worker's compensation insurance, if applicable) of any kind whatsoever are the sole responsibility of Provider. Should any breach of this contract by Provider whatsoever occur, no payment shall be due or owed by the University, and the Provider shall be liable for any and all damages suffered and / or incurred by the University for such breach of contract. If applicable, Provider shall utilize the University's tax exempt status to purchase any goods or materials to be used solely in connection with Provider's provision of Services herein. Time is of the essence in performance under this Agreement. Provider agrees to provide University with a completed standard IRS form W-9 prior to receiving payment from University. Provider is not obligated to provide additional W-9's to University once an original is on file unless Provider's legal reporting status has changed.

3. **Termination.** This Agreement may be terminated may not be terminated (if neither is indicated, "may be terminated" shall apply) without cause by the University upon ten business days written notice to Provider. In the event of a default, this Agreement may be terminated by the non-defaulting party if the other party shall default in the performance of any material obligation under this Agreement and such default shall not have been cured within fifteen (15) days after written notice to cure such default.

4. **Indemnification and Insurance.** Provider shall release, indemnify, and hold the University, its trustees, officers, employees, students and agents harmless from any and all actual or threatened liabilities, claims, suits, actions, damages, settlements and expenses incurred by or claimed against the University, including reasonable attorney's fees, arising out of Provider's breach of this Agreement, injuries to persons or damages to property in connection with Provider's provision of the Services, Provider's activities and use of the University's facilities or equipment, whether from an occurrence at the property of the University itself, during such use, before or after such use, going to and from such use in or about available parking areas, or otherwise, and NOTWITHSTANDING ANY NEGLIGENCE THAT MIGHT BE ALLEGED AGAINST, OR ATTRIBUTED TO THE UNIVERSITY OR ANY PERSON INDEMNIFIED HEREUNDER. Provider further agrees to pay any court costs or attorney's fees incurred or paid by the University to enforce any obligation imposed under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL THE UNIVERSITY'S LIABILITY FOR ANY DAMAGES WHATSOEVER EXCEED THE VALUE OF THE SERVICES SPECIFIED IN THIS AGREEMENT.

When checked and or when the total value of the Services as set forth in Section 2 above exceeds \$10,000, Provider shall maintain comprehensive liability insurance, through a reputable carrier with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. Provider will name the University as an additional insured and provide the University with satisfactory proof of insurance prior to providing Services. Provider shall immediately notify the University in writing of any lapse, cancellation or modification of the insurance coverage required herein. The terms and conditions of this Section shall survive expiration, termination and /or cancellation of this Agreement.

General Terms and Conditions

Laws, Rules and Regulations. Provider agrees to abide by all policies, rules, and regulations promulgated by the University and all laws, ordinances, rules, orders and regulations of federal, state and municipal governments

(including without limitation those laws pertaining to Provider maintaining its status as an independent contractor) which are applicable in any way to the provision of the Services by Provider and / or the use of

University property. Provider acknowledges it has received, read and understands the University's rules and regulations and any violation thereof shall constitute a material breach of this Agreement. Any Provider travel associated with the Services shall be in accordance with University travel policies. All hotel accommodations shall be at the University's Water Tower Inn.

Control. Provider retains the sole and exclusive right to control or direct the manner or means by which the Services described herein are to be performed. The University retains only the right to control the ends to insure its conformity with the terms and conditions specified herein. This Agreement does not create any agency, employment, joint employer, joint venture or partnership between Provider and the University. Neither party will have the right, power or authority to act for the other in any manner whatsoever.

Governing Law. This Agreement shall be governed by the laws of the State of Missouri. The parties hereby irrevocably consent to the jurisdiction of any Missouri State or United States court, located in St. Louis, Missouri, for purposes of enforcement of this Agreement. This provision shall survive if this Agreement is adjudged void or should be canceled, annulled or terminated.

Force Majeure. If either party is unable, by force majeure, to perform its obligations under this Agreement, that party shall be excused from the inception of any such inability. The term "force majeure," shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations, which act is not within the reasonable control of such party. In no event shall either party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure.

Audit. When the total value of the Services exceeds \$10,000, Provider shall retain full, accurate and complete accounts and records in connection with the Services for a period of two (2) years, which may be copied and /or audited by the University or the University's representative at any time during regular business hours upon twenty-four hour's notice to Provider.

Saint Louis University:

By: _____

Printed Name: _____

Title: _____

Assignment. This Agreement may not be assigned by Provider without the written consent of University. Any use of agents, sub-agents, subcontractors and the like by Provider must be approved in advance, in writing, by the University.

Amendments. This Agreement may not be amended by either party, except by a written amendment executed by a duly authorized representative of each party.

Drafted By Counsel To The University. This document was drafted by counsel to the University and shall not be interpreted in any manner to provide representation or counsel to Provider. Both parties acknowledge and represent that this Agreement is a result of an arm's length negotiation and any ambiguity that may arise now or in the future shall not be construed against the drafter in favor of Provider.

Notices. Any notices pursuant to this agreement shall be sent by U.S. first class mail to the addresses set forth above, or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective five days after mailing, or on the date delivered if personal delivery.

Severability / Waiver. Should any provision in this Agreement be adjudicated void or illegal, all other provisions shall continue in full force and effect and remain binding upon the parties. Failure by either party to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of any of the terms contained herein.

Integration. This Agreement supersedes any and all other and past agreements, either oral or written, and contains the entire agreement of the parties.

Conflicts. In the event a conflict arises between the terms and conditions set forth in the main body of this Agreement and Exhibit A, attached hereto or any other attachment, the terms set forth in the main body of this Agreement shall control over Exhibit A and Exhibit A shall control over any other attachment hereto.

Provider:

By: _____

Printed Name: _____

Title: _____

FID / SSN: _____

Exhibit A

Detailed Description of Services to be Performed: _____

Location of Services: _____

Date and Time of Performance: _____

Date and Time of Completion: _____

Other Terms and Conditions: _____

[] *Additional Pages Related To Services Are Attached.*

[] *Standard University Additional Terms Addendum Attached.*

IF SERVICES INVOLVE WORK ON ANY UNIVERSITY PROPERTY: Provider represents and warrants that it will maintain the Property of the University free and clear of all mechanics' and materialmen's liens. Provider agrees that, in case any liens should hereafter be filed against the University's property which are related to this Agreement in any way whatsoever, then such liens so filed shall be released of record by Provider within ten (10) days of Provider's notice of the same, or, in the event Provider contests such lien(s), Provider shall post a bond sufficient to stay enforcement of the liens.

TO BE COMPLETED BY UNIVERSITY DEPARTMENT FOR INTERNAL USE ONLY:

University Contact Name: _____

Phone: _____

University Department: _____

Dept. Approver's Initials: _____

ADDENDUM TO:
SAINT LOUIS UNIVERSITY
STANDARD SERVICES AGREEMENT

This Addendum, when attached to the Saint Louis University Standard Services Agreement, shall incorporate into the Standard Services Agreement, the additional terms and conditions as indicated below. In order for any additional term or condition below to apply, all parties to the Standard Services Agreement shall have initialed below where appropriate.

Standard Services Agreement Date: _____.

Parties: Saint Louis University and _____.

_____ **Confidentiality.** Both parties and any other person signing on behalf of both parties, including their agents, employees, and servants, hereby agree not to directly or indirectly, disclose to any third party the terms of this Agreement, except as may be required by law. Notwithstanding the foregoing, the terms of this Agreement may be disclosed by either party, upon notice to the other, of a purchaser or bona fide potential purchaser of either party.

_____ **Confidential Information.** Provider acknowledges that, due to the scope of work and nature of services required under this Agreement, Provider, its employees, agents and/or representatives will/may have access to or receive confidential information of the University that may include, but is not limited to, non-public personally identifiable information and/or any other non-public information related to University students, faculty and staff, regardless of whether or not such information is marked by the University as confidential (the “Confidential Information”). Provider hereby represents and warrants to the University, that all Confidential Information accessed or received as a result of this Agreement shall not be used or disclosed to any third party without the University’s express written consent, other than as necessary for the performance of the Provider’s duties hereunder, except as required by law. Provider shall, when using Confidential Information, or when requesting Confidential Information from any individual or entity associated with the University, limit the use of or access to such Confidential Information to the minimum level necessary to accomplish the intended purpose of the use, or request. Provider shall implement appropriate safeguards to prevent the unauthorized use or disclosure of such Confidential Information and shall provide the University with information concerning such safeguards as the University may reasonably request. Provider shall timely report to the University any use or disclosure of Confidential Information of which it becomes aware, that is used or disclosed other than as authorized herein. Provider shall ensure that its employees, representatives, agents and subcontractors (when the use of such subcontractor has been approved in writing by the University and prior to any use of or access to Confidential Information), who have access to or receive Confidential Information will comply with the same restrictions and conditions as apply to Provider with respect to such Confidential Information as set forth herein. Provider represents and warrants that upon expiration or termination of this Agreement, Provider shall return or destroy all Confidential Information, as directed by the University, that Provider its employees, representatives and agents or subcontractors then maintains in any form and Provider its employees, representatives, agents and subcontractors shall not retain copies of any such Confidential Information. Both parties agree that this section shall survive termination or expiration of this Agreement.

_____ **University's Mission.** Saint Louis University is a Jesuit, Catholic institution, and as such, the Provider, in the conduct of services contracted for this Agreement, shall not take any action or make any speech that is inconsistent with or otherwise contradictory to the mission, beliefs, or ideals of the Catholic Church, the Jesuit Order, or Saint Louis University.

_____ **Copyright.** Copyright to all images, productions, or other work produced by Provider under this Agreement shall be held by the University. Provider shall have no right to publish or otherwise use such work in any manner whatsoever without the express written consent of the University. University approval may be withheld with or without reasonable cause.

_____ **Copyright Indemnification.** Provider shall indemnify, hold harmless and defend, at its expense, any action brought against the University related to Provider's products and services, including, without limitation, those based on a claim that the use of the Provider products infringes any United States patent or United States copyright, and Provider will indemnify the University from any costs, damages and fees finally awarded against the University in such action which are attributable to such claim. The University agrees to notify Provider promptly in writing of any claim to permit Provider to defend, compromise or settle the claim and to provide all available information and assistance regarding such claim. Should any Provider product become or, in the University's opinion, be likely to become the subject of a claim for infringement of a United States patent or United States copyright, Provider shall (i) procure for the University, at no cost to the University, the right to continue to use the Provider product or (ii) replace or modify the Provider product at no cost to the University or to make such non-infringing, provided that the replacement or modified Provider product provides substantially similar function and performance.

_____ **Registered Marks.** Provider acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to the University or its affiliated companies or assigns (collectively "Marks") are proprietary Marks of the University and Provider will not use the Marks for any purpose except as expressly permitted in writing by the University. Upon termination of this Agreement, Provider shall (a) immediately and permanently discontinue the use and display of any of the Marks and make or cause to be made such changes as the University shall reasonably direct; and (b) immediately remove and deliver to the University all goods bearing any Marks.

Business Manager Development and Training Program

Business Manager Meeting
May 10, 2007



Overview

- Background
- Why a Competency Model
- Proposed Model at SLU
- Business Management Learning Opportunities and Resources
- Group Discussions



Background

- Business Manager Development and Training Team has solicited input through:
 - a **business manager competency survey** answered by University leaders, business managers and functional areas that work directly with business managers.
 - **focus group discussions** with business managers identified as successful in the competency survey mentioned above.
- Training, documentation and service needs were also identified through this feedback and through discussions with the functional areas.



Background

- The information was compiled and from this effort the team has formulated core elements of a development and training program which includes proposed learning opportunities, resources, and a competency model.
- While the team considers these elements to be directly reflective of the information gathered, we are asking you to affirm what is needed for you to be successful in your job through this small group exercise.



SLU's Leadership Expectations

- Everyone in a leadership position must direct work efficiently and effectively to carry out the mission of the SLU.
- Although units perform their work in different ways, and we have leaders with greatly different styles of leadership, there are common expectations for all leaders.
- These expectations serve to guide your leadership, assist in establishing goals for the organization, and to review your/your team's performance compared to goals/expectations.

Self-Awareness: Understanding your strengths, weaknesses, values, and world view

Love: Engaging others with a positive attitude that unlocks their potential

Ingenuity: Confidently innovating and adapting to a changing world

Heroism: Energizing yourself and others with heroic ambition and a passion for excellence

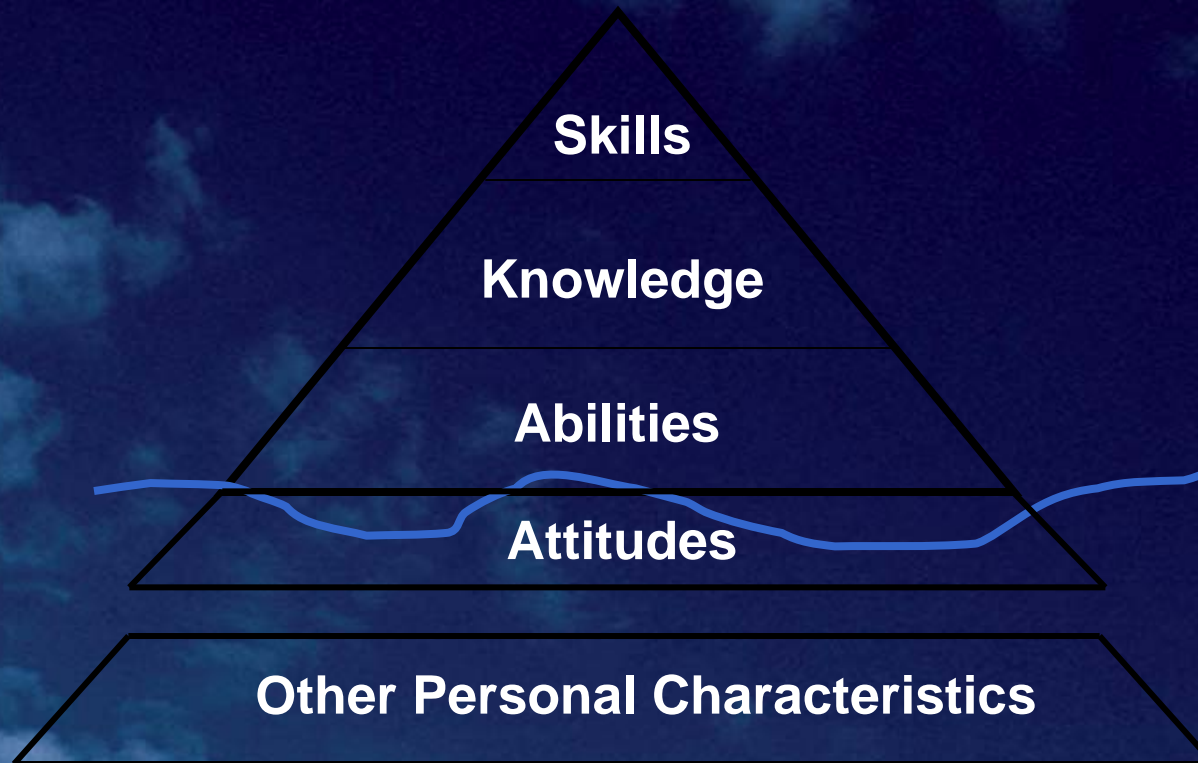


Why a Competency Model?

- **Competency**-knowledge, skills, abilities (KSAs), personal characteristics and other person-based factors that help distinguish superior from average performance under specified circumstances
- **Competencies are:**
 - Aligned with key business objectives/values to help foster success of the organization
 - Linked to the work (current or future), business/technical domains (narrow or broad), or other focal points (teams), always with emphasis on the employee
 - Used for hiring & placement, training & development, performance management & compensation
 - Assessed through demonstration, testing, interviews, 360° feedback



Competency Iceberg



Personal Credibility

- Integrity
- Fosters teamwork and relationships
- Service Oriented
- Professional
- Accountable
- Pursues self development
- Good Judgment
- Honest
- Initiative
- Commitment
- Achieves results

Knowledge/Skills/Abilities

- Financial & budget management
- Financial & business analysis
- Contracting
- Planning
- Technology
- Negotiation skills
- Human resource management
- Presentation skills
- Organizational skills
- Legal compliance
- Communication skills

Strategic Contribution

- Strategic planning
- Innovation
- Solution oriented
- Analytical thinking
- Change management
- Conceptual thinking

Institutional Knowledge

- Knowledge of organizations mission, vision, values and goals
- Trends in health care and higher education

Proposed Learning Opportunities and Resource Components

- Training Sessions
- Certificate Program
- Mentorship Program
- "Ask the Expert" Panel Discussions
- Business Processes Electronic Manual
- Business Calendar



Group Discussion

- Groups
- Ground Rules
 - Please speak one person at a time and speak in the "I" voice.
 - We want to hear from everyone during the course of our discussion.
 - Please no side conversations.
 - There are no right or wrong answers, just different perspectives and opinions. Please make sure to voice your opinion and stand up for it.
- Scribe
- Timeline
- Sharing of Group Thoughts

