

## WUSM Policy on Clinician Track Faculty

Effective March 1, 2010

This Policy sets out certain rights and responsibilities applicable to faculty appointments on the Clinician Track at the Washington University School of Medicine. It also summarizes certain provisions of the WUSM Appointments & Promotions Guidelines and Requirements and the Washington University Policy on Academic Freedom, Responsibility, and Tenure that are applicable to Clinician Track faculty. Additional terms and conditions of an individual faculty member's appointment will be contained in his/her offer letter, which may not be inconsistent with the provisions of this Policy or other policies of the University and WUSM.<sup>1</sup>

1. Appointment as Instructor or Assistant Professor on the Clinician Track carries an initial term of one academic year and is renewable annually. Appointment as Associate Professor on the Clinician Track carries an initial term of four academic years and is renewable annually. Appointment as Professor on the Clinician Track carries an initial term of five academic years and is renewable annually; after 10 years as a Professor, the appointment carries a term of six years, renewable annually. If the faculty member's appointment commences after July 1, the period between that date and the following June 30 will be deemed to be one full academic year.

2. The University will decide whether or not to renew the faculty member's appointment at least once each academic year. Each annual renewal of the appointment extends the term of the appointment by one academic year. In the event that a decision is made not to renew the faculty member's appointment, he/she shall receive written notice of such decision based on his/her rank and job status as of the date of the notice, as follows:

- a. If the faculty member, as of the date of the notice, is regularly scheduled to work at least 50% FTE, he/she shall be notified in writing in accordance with Section IV of the WUSM Appointments & Promotions Guidelines and Requirements. Specifically, Instructors and Assistant Professors will be notified of nonrenewal not later than March 1 of their first academic year of service; not later than December 15 of their second year of academic service; and at least twelve months before the expiration of their appointment after two or more academic years of service. Associate Professors will be notified of nonrenewal at least three academic years in advance of the expiration of their appointment. Professors with five-year appointments will be notified of nonrenewal at least four academic years in advance of the expiration of their appointment; Professors with six-year appointments will be notified of nonrenewal at least five academic years in advance of the expiration of their appointment.

---

<sup>1</sup> In the event that a provision of this Policy conflicts with those of a pre-existing Clinician Track Agreement entered into between WUSM and a faculty member, the provision in the Agreement will be followed.

- b. If the faculty member, as of the date of the notice, is regularly scheduled to work less than 50% FTE, he/she shall receive at least 30 days' notice that his/her appointment will conclude at the end of the academic year.

3. A faculty member may terminate his/her appointment effective at the end of an academic year, provided that he/she gives notice in writing at the earliest possible opportunity, but not later than May 15 or 30 days after receiving notification of the terms of his/her appointment for the coming year, whichever occurs later. The faculty member may request a waiver of this requirement of notice in case of hardship or in a situation in which he/she would otherwise be denied substantial professional advancement or other opportunity.

4. During the term of a faculty member's appointment to the Clinician Track, he/she shall comply with all applicable policies and procedures of the University, WUSM, and his/her department(s), program(s) and other administrative unit(s).

5. For physician Clinician Track faculty members who will be performing medical services, as a condition of and throughout the faculty member's appointment to the Clinician Track, he/she shall obtain and maintain (a) an appointment to the active medical staff of and unrestricted admitting and clinical privileges at no less than one hospital affiliated with the Washington University Medical Center or at another entity specified by WUSM, such as the St. Louis VA Medical Center; (b) a Missouri license to practice medicine; (c) if applicable to the faculty member's appointment, Missouri and federal registrations to prescribe narcotics and controlled substances; (d) as required by WUSM, any specialty board certification(s) applicable to the faculty member's appointment within the time limit prescribed by the applicable board(s); and (e) as required by WUSM, eligibility and participation as a Medicare and Medicaid provider.

6. If the privileges, license, registrations, certifications and/or eligibility required by Section 5 of this Policy or otherwise required by WUSM are revoked, suspended or materially restricted, the appointment may be terminated upon 30 days' prior written notice by the University. If an investigation is initiated that could lead to the sanction of revocation, suspension or material restriction of a faculty member's required privileges, license, registrations, certifications and/or eligibility, the University may place the faculty member on paid administrative leave during the investigation.

7. If the University has reason to believe that a faculty member is engaged in providing potentially injurious patient care or is engaged in unlawful conduct in connection with providing and billing for such care, the University may place the faculty member on paid administrative leave during investigation of the matter.

8. Clinician Track appointments may be terminated for cause in accordance with Section VI.B.3 of the University's Policy on Academic Freedom, Responsibility, and Tenure. In addition, in the event of financial exigency resulting in the reduction or discontinuance of an academic program, faculty appointments may be terminated in accordance with Section VI.B.2.c of that policy.

9. Clinician Track faculty are entitled to the same standard employee benefits established by policies of the University, including vacation, health insurance, life insurance, and tax-deferred annuity, and shall be subject to the same eligibility, contribution and other requirements, as employees of comparable job status. If, at any time during the term of his/her appointment, a change in a faculty member's job status (e.g., from full-time to part-time, or from 50% FTE or greater to less than 50% FTE) affects his/her benefits eligibility, his/her entitlement to benefits shall be adjusted accordingly. For faculty performing services at the St. Louis VA Medical Center, all or a portion of their benefits may be provided by and established in accordance with the policies of the VA.

10. The University shall provide professional liability coverage for Clinician Track faculty who perform medical services, in accordance with the School of Medicine Letter of Indemnity and subject to its terms and conditions, with respect to services rendered pursuant to the appointment. The University will not provide professional liability coverage for Clinician Track faculty who are employed by the St. Louis VA Medical Center for services provided at the VA. If for any reason a faculty member's coverage under the Letter of Indemnity is modified, restricted, suspended or terminated, the University may place him/her on paid administrative leave pending determination of whether and under what circumstances full coverage might be restored.