

## **Appointment and Promotion: APM - 279 - Volunteer Clinical Professor Series**

### **279-0 Policy**

Appointees in the Volunteer Clinical Professor series are clinicians in the community who teach the application of clinical and basic sciences in areas of patient care. These appointments constitute a valuable way to utilize the interest and expertise of practitioners from the community on a part-time, unsalaried, voluntary basis in the areas of teaching, patient care, and clinical research.

An individual who is employed by the University as a staff physician or clinician with teaching responsibilities may hold a concurrent appointment in the Volunteer Clinical Professor series.

An individual with teaching, scholarly or creative activity, and service responsibilities who holds a clinical appointment paid by a facility that has a formal affiliation with the University (UC-affiliated facility) must hold a concurrent, without salary appointment in the Health Sciences Clinical Professor series (see APM - 278), but not in the Volunteer Clinical Professor series.

### **279-8 Types of Appointments**

Titles and ranks in this series are:

- (1) Volunteer Clinical Instructor
- (2) Volunteer Assistant Clinical Professor
- (3) Volunteer Associate Clinical Professor
- (4) Volunteer Clinical Professor

Appointees in this series are not eligible for emeritus status.

### **279-10 Criteria**

#### **a. Minimum Standards for Initial Appointment and Promotion**

Clinical competence and excellence in teaching as evidenced by teaching evaluations or peer review are the primary basis for initial appointment and promotion in the Volunteer Clinical Professor series. When appropriate, initial appointments may be made based on the promise of teaching excellence. An appointee must have the appropriate license and/or credentials to practice in the appointee's field and must contribute to the clinical teaching program as defined by the campus guidelines. If the individual has participated in professional organizations, University and community service, and/or research, a description of these activities may be included in the

appointee's personnel file as part of the review material. Each school may establish other minimum standards (e.g., board certification, etc.). The Chancellor shall establish campus guidelines that specify the minimum number of required hours per year; the number of minimum hours may vary in different schools or departments.

The Chancellor, in consultation with the clinical schools and departments, shall establish written criteria for any additional evidence, if needed, beyond the requirements of verified clinical competence (see APM - 279-10-c below) and teaching skills required to support a candidate for appointment and/or promotion.

**b. Minimum Standards for Reappointment**

After the initial appointment, there shall be a review at five years of service prior to reappointment that includes an evaluation of teaching and clinical expertise. After that review, each appointee shall be reviewed at least every five years.

**c. Evaluating Clinical Competence**

Prior to appointment, reappointment, and/or promotion, each candidate's clinical competence shall be reviewed and approved by the Department Chair and/or the Dean, as appropriate to the School. Evidence of clinical competence may be demonstrated by the medical staff credentialing process or by way of an attestation form as indicated below:

- (1) Appointees who teach at a UC facility or a UC-affiliated facility and are credentialed through the medical staff office at the facility where teaching occurs shall be considered to have met the clinical competence requirement.
- (2) The attestation form in Appendix A must be submitted for all other appointees, including but not limited to:
  - (a) appointees who teach at a UC facility or a UC-affiliated facility, but who are not credentialed through the medical staff office at the facility where teaching occurs;
  - (b) appointees who teach at facilities not formally affiliated with UC, including private practice offices; and
  - (c) appointees who teach in a non-clinical setting.

**279-17 Terms of Service**

**a. Initial appointment**

The initial appointment of an individual to a title in this series shall have a specified end date and may be for a maximum term of five years.

**b. Reappointment**

Subsequent reappointments may be for maximum terms of five years. There is no limit on the number of times reappointment may occur or on the number of years spent in each rank.

**c. Promotion**

Candidates may be considered for promotion after ten years at the rank of Volunteer Assistant Clinical Professor and after ten years at the rank of Volunteer Associate Clinical Professor. Candidates with fewer than ten years of service may be considered for promotion on an exceptional basis, as determined by the campus.

**279-20 Conditions of Appointment**

**a. Transfer of Appointment**

Transfer of a Volunteer Clinical Professor to another University title requires academic review. Appointment to another University title may be made after a competitive search, provided that the individual meets the appointment criteria associated with that title.

**b. Non-reappointment**

An appointment in this series with a specified end date expires by its own terms on that date and the University is not obligated to provide written notice. It is within the University's sole discretion not to reappoint an individual. APM - 137, Non-Senate Academic Appointees/Term Appointment, does not apply to appointees in this series.

**c. Termination Prior to End Date**

An appointment may be terminated before the end date for cause, such as failure to serve the required minimum number of hours, or when, in the opinion of the Dean or designee, there is no longer a need for the appointee's services or the conduct or performance of the appointee does not warrant continued appointment. The Dean or designee shall give the appointee 30 (thirty) consecutive days prior written notice with a statement of the reason for the termination.

APM - 145, Non-Senate Academic Appointees/Layoff and Involuntary Reduction in Time, and APM - 150, Non-Senate Academic Appointees/Corrective Action and Dismissal, do not apply to appointees in this series.

**d. Complaints**

An appointee may present a written complaint about the appointment or early termination of the appointment to the Dean for administrative review. A complaint must be filed within 30 (thirty) calendar days from the date of a written notice of termination or from when the appointee knew or should have known of the termination. The Dean shall consult with the appropriate University

official, such as the Department Chair, and shall make a written response to the appointee. The written response shall normally be made within 90 (ninety) days of the receipt of the complaint. APM - 140, Non-Senate Academic Appointees/Grievances, does not apply to appointees in this series.

**e. University Defense and Indemnification**

Appointees may be indemnified by the University for alleged negligent acts and/or omissions arising from activities conducted within the course and scope of their University appointment.

Determination of such coverage is made based on the California Tort Claims Act and other applicable California law, Business and Finance Bulletins, BUS-81, and applicable campus policy, agreement, or contract. For additional information on University defense and indemnification, contact the campus/medical center risk management or Office of the President, Office of Risk Management.

**279-24 Authority**

Appointment, reappointment, and/or promotion shall be reviewed and approved by the Department Chair and/or the Dean as appropriate to the School.

**Revision History**

September 23, 2020:

- Technical revision to remove gendered language.

For details on prior revisions, please visit the [Academic Personnel and Programs website](#).

<p><b>UNIVERSITY OF CALIFORNIA, _____</b></p> <p><b>SCHOOL OF _____</b></p> <p><b>VOLUNTEER CLINICAL PROFESSOR</b></p> <p><b>ATTESTATION FORM IN SUPPORT OF APPOINTMENT OR RE-APPOINTMENT</b></p>
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1. I have a current, unrestricted license to practice \_\_\_\_\_ issued by the \_\_\_\_\_ (attach copy of current license).
- Yes, license number \_\_\_\_\_
- No, please explain \_\_\_\_\_
2. Have any of the following ever been, or are any of the following currently being voluntarily or involuntarily denied, revoked, suspended, relinquished, withdrawn, reduced, limited, not renewed, placed on probation or currently under investigation?
- a) Medical or professional license in any state     No     Yes, please explain \_\_\_\_\_
- b) DEA certificate of registration     No     Yes, please explain \_\_\_\_\_
- c) Membership on any hospital medical staff     No     Yes, please explain \_\_\_\_\_
- d) Clinical privileges on any medical staff     No     Yes, please explain \_\_\_\_\_

3. Have you ever been suspended or excluded by the federal government from participation in any governmental health care program or, to the best of your knowledge, been proposed for exclusion?
- No
- Yes, please explain \_\_\_\_\_

I agree to notify the Department Chair and the Compliance Officer or the University's Office of General Counsel immediately upon receiving written or verbal notification that I am proposed for exclusion from any governmental health care program.

4. Do you hold Professional Liability Insurance coverage of at least \$1 million per occurrence and \$3 million aggregate (the minimum coverage required to practice medicine at UC)? *N.B. UC liability coverage for voluntary clinical professors is very limited and only covers activities that are conducted within the course and scope of their University appointment. It does not provide any coverage for the voluntary faculty member's own lapses, acts, or omissions.*
- Yes, please identify below
- No, if no:
- Not needed; UC teaching activities only
  - Not mandated for specialty, e.g. nursing or pharmacy
  - Other reason, please explain \_\_\_\_\_

MALPRACTICE CARRIER INFORMATION		
NAME OF CARRIER	POLICY NUMBER	DATES OF COVERAGE

5. Has your professional liability insurance ever been canceled, or has any professional liability insurer refused to renew your policy?

- No  
 Yes, please explain \_\_\_\_\_

6. I UNDERSTAND THAT I HAVE AN ONGOING LEGAL DUTY TO IMMEDIATELY INFORM UC \_\_\_\_\_ SCHOOL OF \_\_\_\_\_, IN WRITING, IF THE \_\_\_\_\_ (LICENSING AUTHORITY) RESTRICTS OR REVOKES MY LICENSE OR IF MY PROFESSIONAL LIABILITY COVERAGE LAPSES, IS REVOKED OR EXPIRES OR IF ANY OF THE CIRCUMSTANCES DESCRIBED ABOVE OCCUR.

7. I UNDERSTAND THAT I MAY BE LIABLE FOR ANY AND ALL MONETARY DAMAGES OR EXPENSES INCURRED BY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ARISING FROM OR RELATED TO ANY MISREPRESENTATION, BREACH OF WARRANTY OR BREACH OF MY ONGOING DUTY TO INFORM THE UC \_\_\_\_\_ SCHOOL OF \_\_\_\_\_ OF ANY OF THE ABOVE CHANGES IN LICENSURE OR INSURANCE COVERAGE.

I understand, acknowledge and agree that I have the burden of producing adequate information for proper evaluation of my experience, background, training, ability, professional ethics and/or resolving any doubts about these or any of the other qualifications for appointment as a member of the voluntary clinical faculty. I agree to provide such other and further information relating to the foregoing as the School of \_\_\_\_\_ may require.

**I, the undersigned applicant, hereby represent to the UC \_\_\_\_\_ School of \_\_\_\_\_ that all information contained in the application is true, correct and complete in all material respects. I understand and acknowledge that any material misstatement in or omission from my application shall constitute cause for denial of this application and revocation of my faculty appointment.**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_