

Appointment and Promotion of Clinical Faculty and Legal Writing Faculty

1. Similar to tenure-track faculty positions, there should be, unless infeasible, a nationwide search conducted by the Clinic Committee for individuals to fill positions on the clinical faculty and a nationwide search conducted by the Legal Writing Committee for individuals to fill positions on the legal writing faculty.
2. Once a contract is offered and accepted, it cannot be terminated prior to its expiration except for cause. Termination for cause can occur at anytime during the contract term so long as such termination is in accordance with University policy.
3. The initial contract term for a member of the clinical faculty and for a member of the legal writing faculty is three years. An offer for the initial three-year contract is to be extended to a candidate by the Dean on the recommendation of the faculty, as in the case of tenure-track instructors who are offered three-year contracts (other than the fact that the rule of “substantial majority” will not apply; a simple majority vote will suffice). The title of a legal writing faculty member on a three-year contract is Assistant Professor of Legal Writing. The title of a clinician on a three-year contract is Assistant Clinical Professor. This section is not intended to preclude the hiring of experienced clinical faculty members or experienced legal writing faculty members on an initial five-year contract under the standards set out below.

4. For a legal writing faculty member, the Director of the Legal Writing Program (the “L.W. Director”), after consultation with the Dean, shall meet each year with each Assistant Professor of Legal Writing. The meeting will involve an assessment of the Assistant Professor of Legal Writing’s teaching effectiveness (as defined in Section 6 below) gauged by student evaluations, as well as classroom visitations and review of written assignments and teaching materials by a committee comprising tenured faculty members (including tenured members of the Legal Writing Committee, if any), the L.W. Director, and legal writing faculty members who are employed under five-year contracts.

For a clinical faculty member, the Director of the Clinical Program (the “Clinical Director”), after consultation with the Dean, shall meet each year with each Assistant Clinical Professor. The meeting will involve an assessment of the Assistant Clinical Professor’s teaching effectiveness (as defined in Section 6 below), gauged by student evaluations, as well as classroom visitations and review of written assignments, methods of supervision, simulation exercises and teaching materials by a committee comprising tenured faculty members (including tenured members of the Clinic Committee, if any), the Clinical Director, and clinical faculty members who are employed under five-year contracts.

5. During the second year of the initial three-year contract, the clinician or the legal writing faculty member can request, not later than December 1, that he or she be given an offer for a second three-year contract. The title of a clinician on a second three-year contract will remain Clinical Assistant Professor; the title of a legal writing faculty member on a second three-year contract will remain Assistant Professor of Legal Writing. On the recommendation of the faculty, the Dean can extend such an offer if the clinician or the legal writing faculty member has established a record of teaching effectiveness (as defined in Section 6 below), and has, in addition, begun to engage in substantial community service during the period of his or her employment at the School (as defined in Section 6 below).

A simple majority vote will suffice for decisions to offer a second three-year contract. Only legal writing and clinical faculty members on five-year contracts in the rank of Full Professor or Associate Professor, and tenured professors in the rank of Full Professor or Associate Professor are eligible to vote on an offer of a second three-year contract to a legal writing or clinical faculty member.

If a second three-year contract is not offered, the initial three-year contract should ordinarily be the last contract and notice of non-renewal given no later than April 15th of the second year of the initial three-year contract.

6. During the second year of the second three-year contract, or alternatively in the second or third year of the initial three-year contract or the first year of the second three-year contract if early promotion is desired, the clinician or legal writing faculty member can request, not later than December 1, that he or she be given an offer for a presumptively renewable five-year contract to commence the following academic year. The title of a clinician on an initial five-year contract is Clinical Associate Professor. The title of a legal writing faculty member on an initial five-year contract is Associate Professor of Legal Writing. On the recommendation of the faculty, the Dean can extend such an offer if the clinician or the legal writing faculty member has established and maintained a record of teaching effectiveness and has, in addition, engaged in substantial community service during the period of his or her employment at the School.

In this context, “teaching effectiveness” shall be assessed under the same guidelines applicable to candidates for tenure, specifically as follows:

The Law School recognizes that there are many different styles of effective teaching. There are, however, several characteristics of effective teaching that can be stated generally, even if implemented by individual faculty in somewhat different ways.

Effective teachers are: knowledgeable in the subject matter that they teach as well as being open to acquiring new levels of expertise, which will enhance their ability to deepen their own and their students’ understanding of the subject; well-organized about the material they communicate to their students and the manner in which that communication takes place; able to stimulate intellectual curiosity and independent thinking in students; able to guide class discussions without undue disruptions or digressions; respectful of students while at the same time challenging them to learn up to their potential; open to suggestions about how to improve their teaching; responsive to student questions and concerns; and available to students for consultation outside the classroom as needed.

In addition, in the clinical setting, effective teachers are able to model effective lawyering and practice management skills, and act competently in the role of supervisor and lawyer.

In this context, “substantial community service” is service not performed as part of the teaching responsibilities of a clinician or legal writing faculty member, and includes but is not limited to such activities as work on Law School and University committees, drafting legislative

or administrative proposals, service on public advisory committees or commissions or bar committees, participation in pro bono litigation that raises important questions of public policy, or participation as an instructor in continuing professional education.

The rule of “substantial majority”¹ applies to decisions to offer an initial five-year contract. Only legal writing and clinical faculty members on five-year contracts in the rank of Full Professor or Associate Professor, and tenured professors in the rank of Full Professor or Associate Professor are eligible to vote on an offer of an initial five-year contract to a legal writing or clinical faculty member.

If a five-year contract is not offered, the second three-year contract should ordinarily be the last contract and notice of non-renewal given no later than April 15th of the second year of the second three-year contract.

7. Not later than December 1 of the fourth year of a five-year contract, the Associate Professor of Legal Writing or Clinical Associate Professor may request the offer of a new presumptively renewable five-year contract. Subsequent five-year contracts shall be offered except in the event of cause, or the termination or material modification of the entire Clinical or Legal Writing program. Significant curricular re-design of the Clinical or Legal Writing program, approved by the Faculty, shall constitute a material modification. If a second or subsequent five-year contract will not be offered, notice of non-renewal will have to be given no later than April 15th of the fourth year of the faculty member’s existing five-year contract.

8. The Associate Professor of Legal Writing or Clinical Associate Professor may request promotion to the rank of Professor, based on his or her record of writing, as described below. The request may be made during the third year of the first five-year contract or in any year thereafter, no later than December 1. The recommendation of the faculty to the Dean that the promotion be granted will be governed by the “substantial majority” rule. Only legal writing and clinical faculty members in the rank of Full Professor, and tenured professors in the rank of Full Professor are eligible to vote on the promotion of a legal writing or clinical faculty member to the rank of Professor.

In order to be eligible for promotion to the rank of Professor of Legal Writing, the legal writing faculty member must also produce original and effective teaching materials for the Legal Analysis and Writing course suitable for dissemination outside the Law School, or demonstrate the ability to publish research-based writing or reports on significant legal or legal writing or research issues in law reviews, journals or other periodicals (which need not include the type and quality of scholarship required for tenure). The L.W. Director will take steps to ensure that members of the legal writing faculty have time release and other support for legal writing during the summer.

¹“Rule of ‘substantial majority’” in this policy means a sixty percent majority vote, of those faculty members present and voting. See Procedures for Promotion of Clinical and Legal Writing Faculty, General Procedures, A.1.c.7., *infra*.

In order to be eligible for promotion to the rank of Clinical Professor of Law, the clinician must also produce original teaching materials for the clinical course suitable for dissemination outside the Law School, including but not limited to materials that provide a method for replication of a successful program; or produce significant legal writing, which may include, but is not limited to, any of the following: legal briefs that are written without student involvement and that relate to important legal topics, experientially oriented research appearing in books, law reviews or other periodicals, or more traditionally oriented research appearing in books, law reviews or other periodicals. The Clinic Director will take steps to ensure that the members of the clinical faculty have time release and other support for legal writing during the summer.

9. The appeal procedures applicable to decisions regarding the offering, non-renewal, and termination of three and five-year contracts are the University rules applicable to analogous contractual arrangements.

10. Except as otherwise provided in this paragraph, legal writing and clinical faculty on five-year contracts can attend and vote at Faculty meetings on all decisions including hiring, but not on renewal, tenure or promotion for tenure-track faculty. Legal writing faculty members and clinicians on five-year contracts in the rank of Full Professor can vote on offering three and five-year contracts to clinicians and legal writing faculty members other than themselves, and may vote on requests from clinicians and legal writing faculty members for promotion to the rank of Full Professor; those on five-year contracts in the rank of Associate Professor can vote on offering three-year contracts and five-year contracts to clinicians and legal writing faculty members other than themselves. Clinicians and legal writing faculty members on three-year contracts in the rank of Assistant Professor can attend and vote at Faculty meetings on all decisions, including hiring, but not on renewal, tenure, or promotion decisions for tenure track faculty or (other) clinicians and legal writing faculty.