

UNIVERSITY OF CONNECTICUT SCHOOL OF LAW

POLICY ON LONG-TERM CONTRACTS FOR NON-TENURE TRACK FACULTY TEACHING IN CLINICAL PROGRAMS

As adopted at April 22, 2008 faculty meeting; amendment made at faculty meeting appears in italics

A. Long-Term Renewable Contract Structure and Procedures

1. This policy sets forth standards and procedures for the hiring, evaluation, promotion and retention of non-tenure-track faculty members whose primary duties involve teaching and supervising students in the Law School's in-house clinical programs (hereinafter "clinical faculty"). This policy updates and replaces the policies concerning long-term contracts for clinical faculty that the law school adopted in 1990 and amended at various times thereafter.
2. The Faculty Appointments Committee (FAC) shall recommend candidates for clinical faculty positions to the faculty, pursuant to the standards set forth in this policy (see paragraph 11, below). If a specific search is being conducted for a position in a particular clinical program, the director of that program, if any, shall act as a member of the FAC for purposes of the search.
3. Newly-hired clinical faculty members will receive an initial two-year probationary contract, to be followed by an additional term of three years unless, by February 1 of the second year of the probationary contract, the Dean concludes, in his or her discretion, that the faculty member has failed to give promise of achieving excellent performance in clinical teaching and supervision pursuant to the standards set forth in this policy (see paragraphs 12(a) and 13, below). Before terminating the contract of any clinical faculty member during such faculty member's probationary period, the Dean shall consult with the director of the applicable clinical program.
4. No later than December 1 of the second year of his or her three-year contract, any clinical faculty member may request the Dean to initiate procedures to determine his or her eligibility for further five-year extensions of his or her contract. Evaluation of the clinical faculty member's performance will be conducted by the Working Committee of the Personnel Advisory Committee, which shall present its recommendation and report in writing, and make available the record on which it is based, to the Personnel Advisory Committee (PAC) on or before May 1. *For purposes of this evaluation, if the clinical faculty member is in a particular clinical program, the Director of that program (if any) shall act as a member of the Working Committee of the PAC.* By June 1, the PAC will vote on the Working Committee's recommendation and

communicate that vote to the Dean. The Dean will make a final decision by June 15. Depending on the Dean's decision, the clinical faculty member will either be granted long-term renewable contract status and a five-year contract extension, or be informed that the third year of the current contract will be his or her final year.

5. Any clinical faculty member who has been granted long-term renewable contract status shall be accorded an additional five-year contract extension at the expiration of each five-year contract term unless: (a) the Working Committee, acting at the request of the Dean or the director of the clinical program in which the clinical faculty member works, conducts a further evaluation of the clinical faculty member's performance as a clinical teacher and supervisor and concludes (by majority vote) that there is no substantial likelihood that he or she will continue to perform with excellence in that capacity; (b) a majority of the PAC, upon reviewing the Working Committee's written report, concurs in the Committee's negative finding and recommends that the contract not be extended; and (c) the Dean accepts the PAC's recommendation. Any such decision to terminate further renewals of a clinical faculty member's contract shall be made no later than December 15 in the fourth year of any five-year contract term. A clinical faculty member who has been granted long-term renewable contract status shall not be terminated prior to the expiration of a five-year contract term except for good cause in accordance with the University policies and procedures applicable to the termination of tenured faculty for good cause.
6. Conferral of a three-year contract under this policy shall carry with it a promotion from Assistant Clinical Professor of Law to Associate Clinical Professor of Law. The conferral of long-term renewable contract status and a first five-year contract extension shall carry with it a promotion to the position of Clinical Professor of Law.
7. Clinical faculty members subject to this policy shall be voting members of the faculty except as to personnel matters relating to tenure-track faculty. For purposes of evaluating and voting on the eligibility of any non-tenure track faculty member for long-term renewable contract status, clinical faculty members who have been granted long-term renewable contract status, as well as tenured faculty, shall be eligible to vote as members of the PAC and be eligible for service on the Working Committee.
8. The adoption of a long-term renewable contract system should not be construed to preclude the creation of tenure-track positions in the law school's clinical programs, or the use of time-limited appointments for visiting or fellowship positions.

9. The contractual status of any clinical faculty member whose position is primarily financed by outside funding will be subject to the continued availability of such funding.
10. Clinical faculty members who were awarded long-term renewable contract status under the Law School's earlier policies shall retain such status and all promotions granted under the earlier policies, and shall prospectively be subject to this policy. The first five-year contract extension under this policy shall become effective at the conclusion of such clinical faculty member's current three-year contract term.

B. Standards for Hiring and Evaluating Clinical Faculty

11. Clinical faculty shall be hired based on giving promise of satisfying standards of excellent performance justifying the conferral of long-term renewable contract status, as specified in paragraphs 12-14, below.
12. The right to receive long-term renewable contracts, as defined in paragraph 5 of Part A above, shall be granted to clinical faculty members who have demonstrated:
 - (a) excellent performance in their clinical teaching and supervision, and
 - (b) the capacity for and commitment to making other significant contributions to clinical education, the legal profession, the Law School, legal scholarship, or to society.
13. In evaluating a clinical member's performance as a clinical teacher and supervisor, the following areas shall be considered:
 - (a) supervision of student casework and legal writing, including helping students plan, prepare, and perform zealously and professionally the lawyering tasks involved in conducting a case or matter;
 - (b) providing students with effective and timely critique, and fostering students' ability to engage in effective self-critique and peer-critique, in order to provide them with tools to analyze, assess and improve professional skills, both in law school and in their future careers;
 - (c) classroom teaching;

- (d) selection, design and use of teaching materials to teach substantive law and/or lawyering skills relevant to the particular clinical program;
 - (e) management of case load to ensure that clients receive effective representation and that professional responsibility standards are complied with;
 - (f) quality of service provided to clients, both by students and directly by the clinical faculty member in matters not being handled by students; and
 - (g) integrating issues of ethics, professionalism and cultural sensitivity into clinical teaching and supervision.
14. To meet the standard enunciated in paragraph 12(b) above, a clinical faculty member must provide evidence of excellent performance in any of the following additional activities listed in (a) – (d) below, or comparable activities:
- (a) contributions to the field of clinical education, such as by developing and disseminating new teaching materials or approaches, presenting or moderating at conferences, or contributing to journals or newsletters;
 - (b) teaching non-clinical courses at the Law School or another department of the University, or making other contributions to the Law School beyond those provided by the faculty member's teaching and supervision in clinical programs;
 - (c) legal scholarship; or
 - (d) contributions to the legal profession and/or the public, such as participating through teaching, presentations or publication in continuing professional or public education, provision of pro bono legal services, litigation that raises important questions of public policy, or work in public advisory or bar committees or law reform activities.

C. Procedures for Evaluation

15. With regard to a clinical faculty member working under an initial two-year probationary contract, evaluations pertaining to a decision to offer an additional three year contract shall be conducted by the director of the clinical program in which the clinical faculty member works, or other person with appropriate expertise designated by the Dean. Such evaluations shall be conducted annually

and shall address the substantive evaluation components listed in paragraphs 13 and 14 above.

16. With regard to a clinical faculty member working under an initial three-year contract, evaluations shall be conducted by the Working Committee of the PAC, based on the evaluation procedures in paragraph 17 below, and shall result in a recommendation to the PAC as to whether the clinical faculty member should be found eligible for long-term renewable contract status in accordance with this policy. The Working Committee shall prepare a report in support of its recommendation and assemble the record on which the report and recommendation are based. The record shall address each of the components evaluated pursuant to paragraphs 13 and 14 above, together with any additional material the clinical faculty member wishes to submit.

17. Evaluation procedures shall include:
 - (a) Observation of classroom teaching;

 - (b) Observation of student supervision, conducted in a manner mutually agreeable to the Working Committee, the clinical faculty member and any students involved, with appropriate safeguards for client confidentiality;

 - (c) Assessing written work both by the clinical faculty member and by students acting under the clinical faculty member's supervision, with appropriate safeguards for client confidentiality;

 - (d) Where feasible, observation of courtroom or other practice performance by the clinical faculty member and/or students working under the clinical faculty member's supervision, conducted in a matter mutually agreeable to the Working Committee, the LP faculty member and any students and clients involved;

 - (e) Reviewing evaluations from current and/or former students, and from lawyers, judges and/or others familiar with the clinical faculty member's professional work;

 - (f) Reviewing, through observation, review of written materials and/or evaluations obtained from persons with relevant knowledge, any activities listed in paragraph 14 above that the clinical faculty member engaged in; and

(g) Providing the clinical faculty member an opportunity to read and comment on the Working Committee's recommendation and the whole record before it is sent to the PAC to be acted upon. The clinical faculty member's written comments shall become part of the record.

POLICY ON LONG-TERM CONTRACTS FOR NON-TENURE TRACK FACULTY IN THE LAWYERING PROCESS PROGRAM

As adopted at April 22, 2008 faculty meeting

A. Long-Term Renewable Contract Structure and Procedures

18. This policy creates a system of long-term renewable contracts for full-time faculty members whose primary duties involve teaching courses designed to provide law students with a foundation in legal research and writing and other professional skills such as interviewing, counseling and negotiation (hereinafter "LP faculty"). This policy shall apply to LP faculty newly hired after the date of this policy's adoption. Current LP faculty members who were hired prior to the date of this policy's adoption shall be entitled to apply for any long-term-contract eligible positions that are created.
19. The Faculty Appointments Committee (FAC) shall recommend candidates for LP faculty positions to the faculty, pursuant to the standards set forth in this policy (see paragraph 9, below).
20. Newly-hired LP faculty members will receive an initial two-year probationary contract, to be followed by an additional term of three years unless, by February 1 of the second year of the probationary contract, the Dean concludes, in his or her discretion, that the faculty member has failed to give promise of achieving excellent performance in the teaching of professional skills pursuant to the standards set forth in this policy (see paragraphs (10)(a) and 11, below). Before terminating the contract of any LP faculty member during such faculty member's probationary period, the Dean shall consult with the director of the LP program and/or with other faculty members with expertise in the teaching of professional skills. Any person who served for at least two years as an LP faculty member prior to the adoption of this policy, and is appointed pursuant to a search conducted in accordance with this policy, shall be exempt from the requirement of an initial two-year probationary contract, and shall immediately begin a three-year contract term.
21. No later than December 1 of the second year of his or her three-year contract, any LP faculty member may ask the Dean to initiate procedures to determine his or her eligibility for further five-year extensions of his or her contract. Evaluation of the LP faculty member's performance will be conducted by the Working Committee of the Personnel Advisory Committee, which shall present its recommendation and report in writing, and make available the record on

which it is based, to the Personnel Advisory Committee (PAC) on or before May 1. By June 1, the PAC will vote on the Working Committee's recommendation and communicate that vote to the Dean. The Dean will make a final decision by June 15. Depending on the Dean's decision, the LP faculty member will either be granted long-term renewable contract status and a five-year contract extension, or be informed that the third year of the current contract will be his or her final year.

22. Any LP faculty member who has been granted long-term renewable contract status shall be accorded an additional five-year contract extension at the expiration of each five-year contract term unless: (a) the Working Committee, acting at the request of the Dean or his or her designee, conducts a further evaluation of the LP faculty member's performance in the teaching of professional skills and concludes (by majority vote) that there is no substantial likelihood that he or she will continue to perform with excellence in that capacity; (b) a majority of the PAC, upon reviewing the Working Committee's written report, concurs in the Committee's negative finding and recommends that the contract not be extended; and (c) the Dean accepts the PAC's recommendation. Any such decision to terminate further renewals of an LP faculty member's contract shall be made no later than December 15 in the fourth year of any five-year contract term. An LP faculty member who has been granted long-term renewable contract status shall not be terminated prior to the expiration of a five-year contract term except for good cause in accordance with the University policies and procedures applicable to the termination of tenured faculty for good cause.

23. Conferral of a three-year contract under this policy shall carry with it a promotion from Assistant Clinical Professor of Law to Associate Clinical Professor of Law. The conferral of long-term renewable contract status and a first five-year contract extension shall carry with it a promotion to the position of Clinical Professor of Law.
24. LP faculty members subject to this policy shall be voting members of the faculty except as to personnel matters relating to tenure-track faculty. For purposes of evaluating and voting on the eligibility of any non-tenure track faculty member for long-term renewable contract status, LP faculty members who have been granted long-term renewable contract status, as well as tenured faculty, shall be eligible to vote as members of the PAC and be eligible for service on the Working Committee.
25. The adoption of a long-term renewable contract system should not be construed to preclude the creation of tenure-track positions in the Lawyering Process program, or the use of time-limited appointments for visiting or fellowship positions.

B. Standards for Hiring and Evaluating Lawyering Process Faculty

26. LP faculty shall be hired based on giving promise of satisfying standards of excellent performance justifying the conferral of long-term renewable contract status, as specified in paragraphs 10-12, below.
27. The right to receive long-term renewable contracts, as defined in paragraph 5 of Part A above, shall be granted to LP faculty members who have demonstrated:
 - (a) excellent performance in the teaching of professional skills, and
 - (b) the capacity for and commitment to making other significant contributions to professional skills education, the legal profession, the Law School, legal scholarship, or to society.
28. In evaluating an LP faculty member's performance in the teaching of professional skills, the following areas shall be considered:
 - (a) classroom teaching;

(b) selection, design and use of teaching materials, including research and writing assignments and simulation exercises, to teach lawyering skills that are covered in the LP course;

(c) provision of timely and effective critique to students in individual and group settings, including critique of students' legal research, writing and analysis, and of their planning and performance of other lawyering skills taught in the course, such as interviewing, counseling, problem solving and negotiation;

(d) fostering students' ability to engage in effective self-critique and peer-critique, in order to provide them with tools to analyze, assess and improve professional skills, both in law school and in their future careers; and

(e) integrating issues of ethics, professionalism and cultural sensitivity into the teaching of lawyering skills.

29. To meet the standard enunciated in paragraph 10(b) above, an LP faculty member must provide evidence of excellent performance in any of the following additional activities listed in (a) – (d) below, or comparable activities:

(a) contributions to the field of professional skills education, such as by developing and disseminating new teaching materials or approaches, presenting or moderating at conferences, or contributing to journals or newsletters;

(b) contributions to the Law School beyond those provided by the faculty member's teaching in the LP program, such as teaching non-LP courses; organizing, coordinating or supervising student pro bono projects; providing intensive supervision for a significant number of individual externship placements or special research projects; or serving as a program director with significant administrative responsibilities beyond those of all LP faculty;

(c) legal scholarship; or

(d) contributions to the legal profession and/or the public, such as participating through teaching, presentations or publication in continuing professional or public education, provision of pro bono legal services, or work in public advisory or bar committees or law reform activities.

C. Procedures for Evaluation

30. With regard to an LP faculty member working under an initial two-year probationary contract, evaluations pertaining to a decision to offer an additional three year contract shall be conducted by the Dean or the Dean's designee. Such evaluations shall be conducted annually and shall address the substantive evaluation components listed in paragraphs 11 and 12 above.
31. With regard to an LP faculty member working under an initial three-year contract, evaluations shall be conducted by the Working Committee of the PAC, based on the evaluation procedures in paragraph 15 below, and shall result in a recommendation to the PAC as to whether the LP faculty member should be found eligible for long-term renewable contract status in accordance with this policy. The Working Committee shall prepare a report in support of its recommendation and assemble the record on which the report and recommendation are based. The record shall address each of the components evaluated pursuant to paragraphs 11 and 12 above, together with any additional material the LP faculty member wishes to submit.
32. Evaluation procedures shall include:
 - (a) Observation of classroom teaching;
 - (b) Review of teaching materials designed by the LP faculty member, including research and writing assignments and simulation exercises;
 - (c) Review of written feedback on students' written work and other aspects of their performance;
 - (d) Observation of oral critique provided in individual and group settings, conducted in a matter mutually agreeable to the Working Committee, the LP faculty member and any students involved;
 - (e) Reviewing evaluations from students in the LP course;
 - (f) Reviewing evaluations from former or current students after they have had experience in legal practice through legal employment or participation in law school clinical programs;
 - (g) Reviewing, through observation, review of written materials and/or evaluations obtained from persons with relevant knowledge, any activities listed in paragraph 13 above that the LP faculty member engaged in.
 - (h) Providing the LP faculty member an opportunity to read and comment on the Working Committee's recommendation and the whole record before it is sent to the PAC to be acted upon. The LP faculty member's written comments shall become part of the record.