

STANDARDS AND PROCEDURES FOR CLINICAL LAW FACULTY  
HIRING, CONTRACT TERMS, PROMOTION, GOVERNANCE, AND MERIT PAY.

University of Iowa  
College of Law

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The College of Law adopts these Standards and Procedures for Clinical Law Faculty in compliance and coordination with appropriate university, collegiate and professional standards.

I. Introduction

- A. Clinical faculty members are expected to contribute to the mission of the College of Law by teaching and supervising law students, furnishing legal services, and engaging in service activities, all in an integrated manner. A clinical faculty member's primary responsibilities are to supervise law students who represent or furnish counsel and advice to clients, provide technical and consultant services to private and governmental entities, and engage in law reform, legislation, research or other activities that benefit the legal system, the law school, the profession, the university, and the community, as well as other national and international groups.

This statement and the detailed discussion below in Section IV identify the qualities that should characterize the work performance of law school clinical faculty members. These standards are intended to guide all persons called upon to evaluate clinical faculty members and to assist those clinical faculty members preparing themselves for contract renewal and promotion proceedings, and merit pay decisions.

- B. Types of appointments. Clinical track appointments may be either salaried or non-salaried (adjunct). Salaried clinical faculty hold three or seven year contracts, participate in faculty governance, and receive faculty benefits. Non-salaried adjunct clinical faculty may be hired at the college for short-term limited undertakings. The salaried clinical faculty, calculated on a full-time equivalency basis, will not comprise more than 25% of the entire law school faculty, that is the salaried clinical faculty, the tenured faculty and the tenure-track faculty.

II. Initial Appointments and Contracts.

- A. Clinical faculty members will be recruited, interviewed and appointed through the recruitment process used for tenure track faculty in the College of Law. For a search to fill a clinical faculty opening, the committee will include at least two clinical faculty members on three or seven year contracts. Regular clinical,

tenured, and tenure-track faculty members may vote on the question of whether to authorize an offer to a candidate for a clinical appointment.

- B. Entry level appointments to clinical faculty positions at the College of Law will normally include a contract of three years' duration with the possibility of appointment for an additional three year contract. An initial appointment will normally be at the associate clinical professor level.
- C. An initial appointment may be made at the full clinical professor level for a contract of seven years' duration as described below in Section IV, but only after a process that substantially complies with the goals of Section IV (Initial Seven Year Appointment and Contract - Procedure) and Section V (Initial Seven Year Appointment and Contract - Substantive Standards).
- D. Termination of contract during term. Termination of a three year contract during the term of such contract may only be for violation of the following standards of competence and performance.
  - 1. Significant failure to perform assigned teaching responsibilities.
  - 2. Significant failure to fulfill agreed-upon client service responsibilities.
  - 3. Violation of University rules and policies regarding faculty conduct which would warrant termination.
  - 4. Serious violation of the professional ethical obligations of attorneys under the Iowa Rules of Professional Conduct.

The exclusive procedure for challenging such a termination is that set forth in Operations Manual, III, Section 29.9: "Clinical Faculty Termination or Denial of Promotion or Reappointment."

- E. Non-renewal of contract at the end of term. Renewal may be denied at the conclusion of a three year appointment for changed economic circumstances or program needs such that the faculty member's position is itself terminated. Non-renewal on economic grounds may only occur if preceded by written notice to the faculty member no later than twelve months prior to the expiration of the appointment. In the event that the contract is not renewed, the exclusive procedure for challenging that non-renewal is that set forth in Operations Manual, III, Section 29.9: "Clinical Faculty Termination or Denial of Promotion or Reappointment."
- F. The initial three year contract may also not be renewed after the faculty member is reviewed under the process described in Section III and upon the Dean's

determination that it is not likely that the faculty member will ultimately be reappointed to a seven year contract. See Section III(D).

### III. Subsequent Three Year Appointment and Contract.

- A. On or before September 1 of the third year of an initial appointment, the clinical faculty member will give notice to the Dean of intent to extend the faculty member's appointment and contract for an additional three year period. The Dean and/or the Promotion and Reappointment Committee (PRC) appointed pursuant to Section IV(D) will notify the candidate in writing prior to June 1 of the second year of the initial appointment of the September 1 notice deadline and the requirements set out in this section. On or before September 1, the faculty member will also submit to the PRC a written statement summarizing his or her teaching, professional productivity and clinical and other service, attaching supporting materials including all teaching evaluations (student and peer), professional written work, and a brief listing of service activities. The statement should also include an outline of any plans for changes in teaching, professional productivity, or clinical and other service for the following two years.
- B. The Promotion and Reappointment Committee will review the submitted materials, review or commission internal reviews of the faculty member's teaching, professional productivity, and clinical and other service, and prepare a 3-5 page report evaluating the faculty member's performance during his or her first appointment. The report should not include a recommendation on the ultimate question of reappointment. The Committee will then make a draft of the report available to the faculty member, who may suggest corrections of errors, and may submit a separate letter commenting on the report if desired.
- C. The final report and supporting file, along with any letter from the faculty member, will be made available by December 1 of the faculty member's third year to the clinical faculty on seven year contracts and to the tenured faculty. After a reasonable period for reviewing the file, those faculty members will meet to discuss the issue of reappointment. More than one candidate for reappointment may be discussed at a single meeting. The faculty (clinical faculty on seven year contracts and tenured faculty together) will then vote, by secret ballot, on whether to recommend reappointment.
- D. The results of the faculty vote, together with the committee's report and supporting file, will be transmitted to the Dean. The Dean will conduct a review of the entire record, including the vote of the faculty. After having determined whether or not the candidate's performance to date makes it likely that the faculty member will satisfy the standards defined in Section V and ultimately be reappointed to a seven year contract, the Dean will recommend to the Provost whether or not the faculty member should be reappointed for another three year

contract. The Dean will provide notice to the faculty member of the recommendation on or before February 1.

- E. The contract for a second three year appointment will include the terms and conditions defined in Section II(D) (Termination of contract during term) and II(E) (Non-renewal of contracts at the end of term).

#### IV. Initial Seven Year Appointment and Contract - Procedure

- A. Pursuant to Operations Manual, III , 10.9(i)(2)c and the University Standards for Clinical-Track Promotion Decision Making (revision approved, September 7, 2004), p.2, and in coordination with the College of Law Procedures for Tenure and Promotion Decision-Making, the following written procedures and standards for promotion are adopted. These standards use the term “promotion” to refer to both promotion in rank and to the award of a seven year contract, except where they clearly distinguish between the two.
- B. The promotion and reappointment decisions will normally be made during the second year of the faculty member’s second three year contract. A candidate may request review for reappointment and promotion at any time and the College must provide such review. It should be emphasized that this ordinary time line does not mandate an inflexible five-year up-or-out rule. Following consultation with all appropriate faculty members, the Dean and the faculty member may determine that the promotion and reappointment decision will be deferred for a reasonable time, subject to the University rule on extensions for the tenure decision. Operations Manual, III, 10.1(a)(4)(e). The three year appointment may be reasonably extended to accommodate such extraordinary circumstances.
- C. The qualification of the candidate for promotion will be determined on the basis of the Promotion Record which, when it reaches the Office of the Provost, will consist of the following material, preferably in the order listed:
  1. “Recommendation for Faculty Promotion” cover sheet.
  2. Dean’s letter making recommendation to the Provost.
  3. Recommendation and vote of the Peer Group (as defined in Section IV(H)(4))(and all summaries and reports if any).
  4. Any letter or written response submitted by the candidate to correct errors in the internal peer evaluations of the candidate’s teaching, professional productivity, and clinical and other service.
  5. The candidate’s curriculum vitae.

6. A section on the candidate's teaching (See Section V(A)), including:
  - i. the candidate's personal statement on teaching.
  - ii. documentation of peer evaluation of candidate's teaching.
  - iii. all other materials related to candidate's teaching including those materials appearing in the Dossier (as defined in Section IV(F)).
  
7. A section on the candidate's professional productivity (See Section V(B)), including:
  - i. a personal statement on professional productivity.
  - ii. documentation of internal and external peer evaluation of the candidate's professional productivity.
  - iii. all other materials related to the candidate's professional productivity including materials appearing in the Dossier.
  
8. A section on the candidate's clinical and other service (See Section V(C)), including:
  - i. a personal statement on service.
  - ii. documentation of internal and external peer evaluation of the candidate's service.
  - iii. all other materials related to the candidate's clinical and other service including materials appearing in the Dossier
  
9. Supplemental materials as expressly provided by University and collegiate procedures.

- D. Unless otherwise stated, the responsibilities assigned to the Departmental Executive Officer and to the Departmental Consulting Group under University procedures will be carried out by a Promotion and Reappointment Committee (PRC). This committee will be appointed by the Dean during the second year of the candidate's initial three year contract. If possible, a majority of the committee membership will be full clinical professors.
  
- E. It is the responsibility of the Dean and the PRC to inform the candidate in writing 1) at the beginning of the first year of a second three year contract, and 2) at the end of the academic year prior to the year in which the promotion decision will be made of the materials that must be included in the promotion dossier, as described in University of Iowa Procedure for Clinical-track Decision Making § I, B, and of the candidate's responsibility to submit those materials by October 1.
  
- F. Prior to October 1 in the academic year in which the promotion decision is to be made, the candidate will compile and submit to the Dean a "Dossier" containing the materials identified in the University of Iowa Procedures for Clinical-track

Promotion Decision Making, § I, B, as appropriate to a clinical legal context.

- G. It is the candidate's responsibility to cooperate in obtaining peer evaluations of the candidate's teaching, professional productivity, and clinical and other service.
- H. The PRC will compile the Promotion Record and prepare separate evaluations of the candidate's teaching, professional productivity, and clinical and other service. The PRC will complete a report which will include summaries of the candidate's qualifications for promotion and the full text of both the internal and external reviews of the candidate's performance. That report will become a part of the Promotion Record but will not include a recommendation on the ultimate question of promotion. The PRC will conduct its process according to the University of Iowa Procedures for Clinical-track Promotion Decision Making, § I, C-K, except in the following respects:
  - 1. Peer evaluations of the candidate's teaching may be done by personal presence in the classroom or other teaching environment of a committee member or other faculty designees or by review of video recordings. Peer evaluation of the candidate's teaching will include between 2 and 7 observations over the course of at least two semesters. Review will be done with due regard for the duty of confidentiality owed by the candidate to clients.
  - 2. Peer evaluation of the candidate's professional productivity and clinical or other service will be done internally by committee members or faculty designees. In addition, the PRC, after soliciting suggestions from the candidate, will solicit letters of review from four to six external reviewers chosen in a manner substantially consistent with the College of Law Procedures for Tenure and Promotion Decision-making . The reviewers will be selected by November 15 and review will be done with due regard for the duty of confidentiality owed by the candidate to clients.
  - 3. The PRC will provide the candidate a copy of any internal peer evaluations of the candidate's teaching, professional productivity, and clinical and other service that have been entered into the appropriate sections of the Promotion Record. The candidate will have seven days following receipt to submit in writing any corrections to factual errors in the internal peer evaluations. The PRC will enter such letters into the Promotion Record.
  - 4. The evaluations, summaries and report generated by the PRC will be made available for secure review by the Peer Group. The term "Peer Group" is a term of art in the College of Law and is intended to refer to the "Collegiate Consulting Group" as defined in the University Procedure. At the College

of Law, the Peer Group will be composed of clinical faculty members on seven year appointments and tenured professors of professional rank equal to or higher than the candidate's present rank.

5. The PRC will provide fair opportunity for the Peer Group to inspect its report and the Promotion Record. Following that opportunity, a general meeting of the Peer Group will be convened for discussion of the candidate's qualifications for promotion under the standards described in Section V. Attendance and participation by the Dean and other faculty with administrative responsibilities will be governed by the Collegiate Procedures for Tenure and Promotion Decision-Making, II(F).
6. Within five days of that meeting, the PRC will circulate to the Peer Group a draft of its summary of the faculty discussion. Within two days thereafter, members of the Peer Group will have an opportunity to submit corrections to the summary. The PRC will consider such corrections and may revise its summary accordingly. The summary will maintain the anonymity of the faculty participants.
7. Within two days of the submission of the final summary report, the Peer Group will, by secret ballot, vote separately on the candidate's promotion to Clinical Professor of Law and to a seven year contract, under the standards as described in Section V. A simple majority of the votes cast is required to constitute a positive recommendation of the Peer Group.
8. The results of the Peer Group vote, the summary report of the Peer Group discussion, and the typed transcription of the ballots will be transmitted to the Dean as part of the Promotion Record. The PRC will give the candidate written notice of the transmittal and the candidate will be provided with the results of Peer Group vote and the summary report of the Peer Group discussion, redacted as needed by those who prepared the summary report to protect the confidentiality of any individual contributions. The candidate will have five working days in which to review and respond in writing to the Promotion Record.
9. After the candidate's response or waiver of response, the Dean will transmit to the Provost a letter recommending whether the promotion to Clinical Professor of Law should be granted or denied, and whether or not the candidate should be reappointed with a seven year contract.
10. At the same time that the Dean's recommendation letter and the Promotion Record is transmitted to the Provost, the Dean, if the recommendation is negative, will provide the candidate with a copy of the letter and permit the candidate to have access to the full Promotion Record. External

reviews of the candidate's professional productivity and clinical and other service and any references to them in the Promotion Record, however, will be redacted to protect the confidentiality of the external reviewers. Student evaluations of the candidate's teaching must be redacted to protect the confidentiality of the student evaluators. The candidate will be allowed five days to review the full Record and an additional five days to respond in writing to the Dean's letter. Any response will be forwarded by the Dean to the Provost for inclusion in the Promotion Record.

- I. If the Board of Regents decides to appoint the candidate to an initial seven year contract, that contract will begin on July 1 following the reappointment decision and the faculty member's three year contract will be terminated as of the same date. Upon a decision not to appoint the candidate to a seven year contract, the faculty member will have the option of performing the final year of the three year existing contract under the terms of that contract and will have available the remedies set out in Operations Manual, III, 29.9.

#### V. Initial Seven Year Appointment and Contract - Substantive Standards

The three considerations listed below are not easily distinguished. The work of clinical law professors by its very nature involves activities that are simultaneously teaching, professional production, and service.

##### A. Teaching Effectiveness

Demonstrated teaching effectiveness on the part of the clinical faculty member is the fundamental condition for the initial seven year appointment. This teaching can take many forms. The most common would probably be the supervision of in-house clinic students in their work representing clients, often under the provisions of the Iowa Student Practice Rule, Iowa Ct. R. 31.16. It might also require supervision of students working on legal projects not directly involving clients, but which require substantial lawyering skills. It may involve the supervision of students who have been placed in externships away from the law school. It may be done in a classroom setting either in classroom components of the clinic, in general skills courses and activities, or in traditional doctrinal courses in the law school curriculum.

Every reliable source of information about the candidate's teaching in these various modes should be considered by the committee. Such factors as the development of innovative teaching materials and teaching techniques, the introduction of new practice areas in the clinic, and the use of interdisciplinary approaches in clinic teaching should be taken into account. Each committee should ensure that its report develops all relevant information concerning the overall teaching effectiveness of a candidate during his or her professional career and, more importantly, the candidate's demonstrated potential for teaching effectiveness in the future. For promotion to the rank of full clinical professor, the committee must conclude that the candidate has an acknowledged record of teaching success.

## B. Professional Productivity

Demonstrated professional productivity, as the term is used in the Procedures for Clinical-track Promotion Decision Making at the University of Iowa, I.B.(3)(d)(ii)-(vii), is a crucial condition for the initial seven year appointment. This productivity, which will often but not always be in written form, may be demonstrated in a variety of ways, including but not limited to the following: the production of briefs in cases, curriculum and program development, law reform activity, continuing legal education materials, legislative drafting and advocacy, transactional documents, publication of traditional law review articles, publication of clinical materials, handbooks, and textbooks, lectures, presentations, and other leadership activities with bar, bench and academic groups, and reports for legal and academic bodies.

The entire body of the candidate's professional productivity should be of sufficient volume, scope and quality to demonstrate (a) that the candidate has the capacity to produce high-quality work and (b) that the candidate will continue to be professionally productive throughout his or her career. The work must demonstrate an ability to engage in legal analysis of the highest quality and should reflect superior clarity of expression. The committee should consider the difficulty or complexity of the subject matter as well as the actual or likely impact of the work. For promotion to the rank of full clinical professor, the committee must conclude that the candidate demonstrates an established record of professional productivity.

## C. Clinical and other Service

Demonstrated clinical service, as the term is used in the Procedures for Clinical-track Promotion Decision Making at the University of Iowa, I.B.(3), is a crucial condition for the initial seven year appointment. First and foremost, clinical faculty members provide legal services. As is the case with professional productivity, those services may be provided in many forms. Service may be provided to client directly or the service to such a client may be provided indirectly, for instance, through a supervised student. The faculty member, with or without a student, may offer legal assistance to community organizations, governmental subdivisions, and entities in other countries. More generally, the clinical faculty member may provide service by modeling the highest aspirations of the legal profession to all the students at the college. In addition, as faculty members, clinic professors are expected to contribute service to the law school, the university, the legal profession, the legal system and other institutions promoting the common good.

The committee should consider the entire history of the candidate's clinical work throughout his or her career at the law school, the extent of the legal assistance provided, and the significance of the assistance in promoting the broader public interest. Similarly, the committee should consider the time and energy contributed by the candidate to committees at the collegiate and university level, especially in leadership positions. The candidate's contributions to the advancement of legal education generally and to clinical legal education in particular should be evaluated. Finally, the committee should especially weigh the services the candidate has

provided to local, state, national, and international organizations that work to improve the legal profession. For promotion to the rank of full clinical professor, the committee must conclude that the candidate demonstrates unmistakable evidence of recognition by peers.

VI. Subsequent Seven Year Appointments and Contracts.

- A. Prior to September 15 of the final year of a seven year appointment, the clinical faculty member will give notice to the Dean of intent to extend the faculty member's appointment for an additional seven year contract.
- B. Upon receipt of this notice, the Dean will undertake an administrative review of the faculty member's performance during the course of the most recent appointment. The Dean's review will be done in consultation with the members of the clinical and tenured faculty and should focus on the faculty member's demonstrated effectiveness in fulfilling the teaching and service missions of the College of Law. It will also include an evaluation of collegiate and University educational and service goals and the probable role of the faculty member in the future in achieving those goals. The review may also include suggestions of ways the faculty member might try to enhance performance through development activities.
- C. There shall be a presumption of renewal. Contract renewal may be denied for changed economic circumstances or program needs that result in the faculty member's position being terminated. Non-renewal on economic grounds may only occur if preceded by written notice to the faculty member no later than twelve months prior to the expiration of the appointment. In the event that the contract is not renewed, the failure to renew may be challenged pursuant to Operations Manual, III, 29.9: "Clinical Faculty Termination or Denial of Promotion or Reappointment."
- D. The Dean or designee will notify the faculty member of the results of the review on or before April 15 of the seventh year of the appointment. If the decision is to renew and the faculty member accepts the new seven year contract, the action will be communicated to the central administration on or before May 15.
- E. Termination of contract during term. Termination of a seven year contract during its term may occur for violation of the following standards of competence and performance.
  - 1. If, for a significant period of time, the faculty member falls below the standard of performance required of an individual in his or her position to such an extent that the person is unfit to serve on the faculty, for reasons that may include but are not limited to substantial and manifest neglect of faculty duties, or inability to perform those duties. Before termination, the

College will have made reasonable efforts to resolve concerns about the unacceptable performance.

2. Violation of University rules regarding faculty conduct which would warrant termination.
3. Serious violation of the professional ethical obligations of attorneys under the Iowa Rules of Professional Conduct.

The exclusive procedure for challenging such a termination is that provided under Operations Manual, III, 29.9: "Clinical Faculty Termination or Denial of Promotion or Reappointment."

#### VII. Participation in Collegiate Faculty Governance.

Pursuant to University Guidelines (See Operations Manual, III, 10.9(i)(2)(a)) and ABA Standards for the Approval of Law Schools (See Interpretation 405-8), clinical faculty members at the College of Law shall participate in faculty governance in a manner equal to the tenured or tenure-track law faculty in all matters except those which involve appointment, reappointment, tenure or promotion of any tenured or tenure track faculty member. Clinical faculty members will be entitled to vote on the selection of the Dean.

#### VIII. Merit Pay Standards

The amount of any merit pay increases for each faculty member shall be determined by the Dean. The Dean's decision should reflect a consideration of the faculty member's accomplishments in the areas of teaching effectiveness, professional productivity and clinical and other service. The Dean's determination should also take into account extraordinary accomplishments in any one or more of these areas.

The merit pay principle requires recognition that the contributions of various faculty members will vary widely in terms of each person's individual strengths and interests and the particular opportunities available from time to time. Despite this individual variation, overall effectiveness in teaching is a condition precedent to annual increases. In addition, every faculty member will continue to engage in professional productivity throughout his or her career. However, the nature of such productivity and its form may be different for different persons, and the cycle of production is not expected to fit a single pattern. Naturally, the quantity and quality of a person's most recent activities will influence his or her merit pay increase, but productivity should always be evaluated from a multi-year perspective. Persons of equal merit under these standards should be treated equally.

**TIME LINE FOR REAPPOINTMENT AND PROMOTION DECISION-MAKING**  
College of Law Clinical Faculty

July 1, Yr-1	Begin initial contract
July 1, Yr-2 – June 30, Yr-2	Appointment of Promotion and Reappointment Committee
June 1, Yr-2	Notice to candidate of September 1 deadline and materials required
September 1, Yr-3	Notice from candidate of intent to extend contract for another three year term and submission of evaluative materials
December 1, Yr-3	PRC provides final report and supporting report to clinical faculty on seven year contracts and tenured faculty
-	Faculty vote by secret ballot on whether to recommend reappointment
-	Dean review and recommendation to Provost on whether candidate is to be reappointed
February 1, Yr-3	Notice from Dean to candidate of recommendation on reappointment
July 1, Y-4	Begin second three year contract
July 1, Yr-4	Notice from Dean and PRC to candidate of promotion deadline and materials required
May 15, Yr-4	Notice from Dean and PRC to candidate of promotion deadline and materials required
October 1, Yr-5	Submission of promotion Dossier
November 15, Yr-5	Selection of external reviewers
-	PRC gathers Promotion Record and Peer Group reviews Faculty member right of comment
-	Peer Group meeting on promotion PRC summary of meeting Faculty member right of comment

- Peer Group vote by secret ballot on promotion
- Dean recommendation to Provost on promotion  
     Notice to faculty member  
     Faculty member right of comment
- Provost recommendation to Board of Regents
- July 1, Yr-6                   Begin seven year contract
- September 15, Yr-13        Notice to the Dean of intent to extend contract  
  
                                   Administrative review
- April 15, Yr-13             Notice from Dean to faculty member of results of contract review
- May 15, Yr-13             Notice from Dean to central administration of results of contract  
                                   review
- July 1, Yr-14                Begin seven year contract