

THE UNIVERSITY OF MICHIGAN LAW SCHOOL
STANDARDS FOR CLINICAL APPOINTMENTS

Approved by the Faculty, April 1988

I. TYPES OF CLINICAL APPOINTMENTS

Instructors in clinic programs may be granted one- or two-year contracts, a one-time renewable three-year contract, or a renewable seven-year contract.

II. ANTICIPATED PROGRESSION AND TIME LIMITS

A clinician will normally begin work in a Law School clinic on a one- or two-year contract. Candidates may be initially hired on a three-year contract if they have prior experience in clinical teaching or the training and supervision of lawyers; or, in extraordinary circumstances, if they demonstrate exceptional promise for effective clinical teaching. Assuming satisfactory performance, such contracts may be renewed; or a clinician hired on a one-year contract may be offered a two-year contract. Except in extraordinary circumstances, the total time of such short-term contracts may not exceed five years.

A clinician may request consideration for a three-year contract in his or her second or third year at the Law School. A clinician under a three-year contract will be considered for a seven-year contract, at his or her request, during the last year of the three-year contract—that is, during the clinician's fifth or sixth year of clinical work at the Law School. Clinicians who begin at the Law School on a three-year contract will be expected to seek renewal of the three-year contract and then be considered for a seven-year contract in his or her fifth or sixth year.

A clinician must be considered for a seven-year contract no later than the middle of his or her seventh year at the Law School. If a seven-year contract is not sought or is denied, the

clinician's employment will be terminated at the end of the next year or at the end of the contract under which the clinician is then serving (whichever is later).

III. PROCEDURES

A. Seven-Year Contracts

Initial seven-year contracts: A clinician currently on a three-year contract may request a seven-year contract. Such a request should normally be made at the end of the second year of a three-year contract and must be made no later than the middle of the clinician's seventh year at the Law School. The Dean shall refer the request to the Clinical Advisory Committee ("The Committee"), which shall issue a report to the faculty with a recommendation. The Committee's recommendation shall be based on a full review of the candidate's teaching, participation in clinical administration, scholarship and other professional activities. The Committee's review may include (but is not limited to) interviews with present and past students, requests for internal and external review of the candidate's written work, external review of the candidate's performance in the clinic, and review of the candidate's professional activities. Approval of a seven-year contract requires a two-thirds vote of the faculty present.

Renewals: Upon the request of a clinician with a seven-year contract, the Dean, in consultation with The Committee, will decide whether to renew the contract for an additional seven-year term. Such a request should normally be made during the sixth year of a contract term. The Dean shall grant renewal unless he or she determines that the clinician is no longer adequately performing his or her clinical responsibilities. If the Dean decides to renew the contract, no faculty action is required. If the Dean decides not to renew, such a decision shall stand if approved by a majority of the faculty.

Effect of elimination of clinic: A seven-year contract shall be deemed to expire if the clinic in which the clinician works is terminated. A clinician on a seven-year contract shall have a full school year's notice of termination of the contract based on the termination of a clinic. A decision to terminate a clinic shall be made by majority vote of the faculty.

Faculty meeting attendance and voting rights: A clinician hired on a seven-year contract may attend all faculty meetings except those considering cases for tenure and may participate in all votes by the faculty, including votes on three- and seven-year clinical contracts, except the appointment of tenure-track faculty, tenure decision, and the Cook and Wolfson budgets.

Participation on Law School committees: A clinician hired on a seven-year contract may serve on all Law School committees except the Tenure Committee, the Personnel Committee, and the Research Committee.

B. Three-Year Contracts:

The Dean, in consultation with The Committee, may recommend the appointment of a clinician for a three-year term. An offer of a three-year contract must be approved by a two-thirds vote of the faculty. A three-year contract shall be granted only if the Dean states to the faculty that there is a reasonable expectation that a seven-year position will be available at the end of the three-year term (or terms). A clinician initially hired on a three-year contract may request one three-year renewal of the contract.

Clinicians on three-year contracts may attend faculty meetings, participate in faculty votes, and serve on Law School committees to the same extent as clinicians on seven-year contracts, except that they may not attend meetings considering the granting or renewal of seven-

year contracts.

C. One-And Two-Year Contracts:

The Dean, in consultation with the Committee and the Director of the appropriate clinic, may hire clinicians on one- and two-year contracts. Such contracts may be extended to persons who seek only a short-term relationship with the Law School and to those who hope to be considered for a longer term contract. The Dean shall report such appointments to the faculty, but no faculty vote is required for such an appointment.

D. These standards propose no change in the allocation of funds to clinicians from the Cook and Wolfson accounts. Such decisions are within the jurisdiction of the Research Committee.

IV. STANDARDS

A. Seven-Year Contracts:

A renewable seven-year contract may be granted to a person who has:

1. demonstrated excellence in clinical teaching;
2. demonstrated a capacity to administer a clinical teaching program; and
3. made a substantial contribution to the academic or professional legal

community in at least one of the following ways or through comparable activities:

(a) publication of scholarly work regarding clinical education or a substantive area of law;

(b) participation in professional activities, such as drafting of legislative or administrative proposals, serving on public advisory committees or commissions or bar committees, participating in litigation that raises important questions of public policy, or

participating, through publication or teaching, in continuing professional education;

(c) successful teaching of a non-clinical law-related course in the Law School or another department of a university.

B. Three-Year Contracts;

A three-year contract may be granted to a person who has:

1. demonstrated excellence in clinical teaching, and
2. demonstrated the potential for meeting all other requirements for a seven-

year renewable contract.

C. Excellence In Clinical Teaching:

In determining whether a person has demonstrated excellence in clinical teaching, the following areas shall be considered: supervision of students' casework and legal writing, preparation and selection of teaching materials, selection of actual or simulated cases, instruction in classroom sessions and in clinical fieldwork, consideration of ethical issues in legal practice, contributions to the methods and substance of clinic teaching, and service to clients.

V. CLINIC ADVISORY COMMITTEE

The Dean shall appoint an Advisory Committee on Clinical Programs, consisting of two clinical and three non-clinical faculty members. The Committee is charged with advising the Dean on matters relating to the clinics and with carrying out the functions specified in these standards.

VI. TITLES FOR CLINICIANS

[To be decided after consultation with the University Administration.]

VII. EFFECTIVE DATES

These standards shall apply to all contracts granted hereafter. However, part II (Anticipated Progression and Time Limits) shall not apply to persons currently employed in a Law School clinic, nor must such persons be granted a three-year contract before being considered for a seven-year contract.