

# **SOUTHERN UNIVERSITY LAW CENTER**

## **CLINICAL FACULTY**

### **HIRING, PROMOTION AND CONTRACT RENEWAL DOCUMENT**

#### **I. Introduction**

##### **A. Preamble**

These rules are applicable to the process for hiring Clinical faculty within the Southern University Law Center and for evaluating these faculty members for promotion and contract renewal. These rules were adopted in order to comply with ABA Accreditation Standard 405 (c) which states in part:

A law school shall afford to full-time clinical faculty members a form of security of position reasonably similar to tenure, and non-compensatory perquisites reasonably similar to those provided other full-time faculty members. A law school may require these faculty members to meet standards and obligations reasonably similar to those required of other full-time faculty members....

These rules describe non-tenure eligible clinical appointments, and these rules amend the policy in the Southern University Law Center's Faculty Guide to allow for long term contracts for the hiring of Clinical faculty within the Southern University Law Center and for evaluating these faculty members for promotion and contract renewal in accordance with ABA Accreditation Standard 405.

##### **B. Scope**

These rules apply to members of the Clinical faculty with the rank of Clinical Professor, Clinical Associate Professor, or Clinical Assistant Professor.

##### **C. Promotion Path**

Clinical faculty will ordinarily be hired at the clinical assistant professor rank and given an initial three-year term appointment.<sup>1</sup> The term "contract year" refers to the nine-month period covered by the term appointment. This period will differ from the "fiscal year" if the term

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<sup>1</sup>For Clinical Faculty, a three-year term appointment shall normally be a 9-month academic year contract from approximately August 15-May 15.

appointment begins on a date other than the beginning of the fiscal year period.

1. In the third contract year, and not earlier, a Clinical Assistant Professor shall apply for a five-year contract. With appropriate approval, this five-year contract will commence at the end of the three-year contract for the next academic year. During this five-year contract the Clinical Assistant Professor may apply for promotion to Clinical Associate Professor. If the promotion is approved, it will become effective at the beginning of the next academic year. If the promotion is denied, the Chancellor shall promptly notify the person that the promotion is denied. However, the Clinical Assistant Professor may reapply for promotion to Clinical Associate Professor before the expiration of the 5-year contract. If the promotion is denied in each subsequent year, the Chancellor shall promptly notify the Clinical Assistant Professor that at the expiration of the five-year contract, the continuing appointment will be replaced by a term contract for a final employment period not exceeding one academic year from the date of notice.
2. The Law Center will give a person promoted to Clinical Associate Professor a continuing appointment for five years subject to a fifth-year review, and a raise in pay comparable to that granted to tenure-track faculty promoted to a similar rank. The contract automatically will be renewed every five years (unless terminated earlier for cause, by resignation or retirement) without the need for action on the part of the professor or the Law Center. In the fifth year of a continuing appointment, and not earlier, a Clinical Associate Professor may apply for appointment to full Clinical Professor. If the Appointment Committee denies the promotion, the Chancellor shall promptly notify the Clinical Associate Professor that the promotion is denied. The Clinical Associate Professor may reapply for promotion to full Clinical Professor in subsequent years.
3. The Law Center occasionally will hire a Clinical faculty member as a Clinical Adjunct Professor. It may give such a faculty member a one-year term appointment. The following rules shall govern these appointments in the higher ranks:
  - a. One-Year Term Appointment. The Law Center may renew a one-year term appointment one year at a time for up to four additional one-year contracts, subject to applicable approvals. The clinical faculty member may apply for a continuing appointment in the third or fourth contract year and must apply by the fifth contract year. If the Law Center grants the application, the continuing appointment will begin at the beginning of the next academic year. If the Law Center denies an application made in the third or fourth contract year, the person may reapply in the subsequent contract years until the fifth contract year. If the Law Center denies an application in the fifth contract year, the Chancellor shall promptly notify the person that the appointment term will not be renewed.

#### **D. Reservations**

The Law Center reserves the right to terminate any Clinical Faculty appointment at any time during its term if the position is funded as a whole or in part by non-state or grant monies and the funds for the position are substantially reduced or eliminated from the Law Center's budget. Upon learning that funding for a position will be substantially reduced or eliminated, the Chancellor shall give prompt notice of contract termination, effective on the date that the funding is to be substantially reduced or eliminated.

**E. Evaluation File**

The Chancellor shall maintain an evaluation file for each Clinical faculty member into which shall be placed such material as complies with these rules. The Clinical faculty member has the right to place any material that contributes data for his/her assessment into this evaluation file.

**F. Consultation with the Clinical Director and the Chancellor**

1. The Clinical Director shall consult with every Clinical faculty member each year to acquire information concerning the faculty member's activities, to advise the individual concerning his or her performance, and to assign and establish the relative importance of the faculty member's major responsibilities. The Clinical Director may seek the opinion of the Chancellor and secure a peer evaluation from other members of the clinical faculty regarding the renewal of the Clinical faculty member's appointment. The Clinical Director also shall advise the faculty member of any known impediments based on his/her contract renewal based on student evaluations or on information from other sources.
2. As part of this consultation, the Clinical Director and the Clinical faculty member will agree upon the percentage of effort that the faculty member will generally devote to assigned activities and will place that figure in the annual "Time and Effort Report." The Clinical Director and the Clinical faculty member may jointly modify these agreed-upon percentages in the event of a later change in circumstance. When no consensus can be attained after reasonable effort is made, the Clinical Director shall allocate the percentage of effort for the assigned activities.
3. The Chancellor also shall consult with every Clinical faculty member each year as part of the Chancellor's normal review of goals and objectives for all faculty.

**G. Clinical Faculty Appointment Committee**

The Clinical Faculty Appointment Committee shall consist of the Clinical Director, two (2) clinical faculty members along with two (2) tenured Law Center faculty members. Tenured faculty members will be appointed by the Tenured Faculty Committee.

**H. Clinical Faculty Evaluation Committee**

The Clinical Faculty Evaluation Committee shall consist of the Clinical Director, the Vice-Chancellor of Institutional Accountability and Accreditation and the Clinical

Faculty of equal or higher rank and two (2) tenured Law Center faculty members. Tenured faculty members will be appointed by the Tenured Faculty Committee.

## **II. Hiring Procedures**

- A. The Clinical Faculty Appointment Committee, in the direction of the Clinic Director, will seek and screen applicants for Clinical faculty positions. It will arrange interviews with the committee members, members of the Clinical faculty, and others.
- B. The committee will make its recommendations to the Chancellor. It shall give substantial weight to the Clinical Director's opinion.
- C. All members of the Law Center's Clinical Faculty Appointment Committee shall vote on proposed appointments to Clinical faculty positions.
- D. Voting on Clinical faculty appointments shall be governed by the same rule of substantial opposition as governs Law Center faculty appointments.
- E. The Law Center will not hire a person as a Clinical Assistant Professor unless the Clinical Director, Clinical faculty and the Chancellor reasonably express the belief that the candidate demonstrates the potential for promotion to Clinical Associate Professor.

## **III. Evaluation Responsibilities**

- A. With the approval of the System President, the Chancellor will be responsible for the renewal or non-renewal of all three and five-year term appointments. The Chancellor shall consult with the Clinical Director and give substantial weight to the Clinical Director's opinion.
- B. The Clinical Faculty Evaluation Committee will function as the review committee for three and five-year reviews of Clinical Assistant, Associate, and Full Professor's promotions, including the granting or renewing of continuing appointments.
- C. The committee will make its recommendations on third-year reviews to the Chancellor and report its decision to the person reviewed.
- D. The Evaluation Committee will make its recommendations on promotions and on granting or renewing continuing appointments to the Clinical Faculty Appointment Committee and the Chancellor. The Evaluation Committee shall give substantial weight to the Clinical Director's opinion.
- E. Part IV of this Document specifies the procedures for developing the committee's recommendations. Part V specifies the procedures for the Clinical Faculty Appointment Committee and the Chancellor to act on the committee's

recommendations. Part VI sets the criteria to be used by the Evaluation Committee, the Clinical Faculty Appointment Committee, and the Chancellor.

#### **IV. Evaluation Procedures**

##### **A. Procedures On Third-Year Reviews Of Clinical Assistant Professors**

The procedures to be used by the Evaluation Committee for developing its recommendations to the Chancellor following third year reviews are as follows:

1. The third-year review of a Clinical Assistant Professor will be used to evaluate the Clinical Professor's progress toward promotion and to make recommendations designed to ensure that the person has a reasonable chance of being promoted to Associate Professor.
2. No later than September 15<sup>th</sup> of the Fall semester and February 15<sup>th</sup> of the Spring semester, the Clinical Director shall determine which clinical assistant professors will complete their third contract year either during the semester or before the beginning of the next semester. In concert with the Clinical Faculty Evaluation Committee, the Clinical Director shall set a specific date for each Clinical faculty member's evaluation meeting to take place. The Clinical Assistant Professor shall be informed in writing of the evaluation meeting date and shall also be notified that all material relevant to the evaluation should be in his or her file one week before the meeting so that committee members can review the file during that week leading to the meeting. The file will be closed one week before the meeting date.
3. All committee members shall review the evaluation file during the week immediately preceding the evaluation discussion meeting.
4. All committee members shall attend the evaluation discussion meeting. Since the findings and conclusions of the committee are based on the evaluation file, the Clinical Assistant Professor shall have no right to be present at the evaluation discussion meeting.
5. Within one week after the evaluation discussion meeting the committee shall issue a report evaluating the Clinical Assistant Professor's progress toward promotion and make appropriate recommendations. The committee shall give copies of its report to the Clinical Assistant Professor, the Clinical Director, and the Chancellor and it shall put a copy in the Clinical Assistant Professor's evaluation file.
6. The Clinical Assistant Professor has the right to respond in writing to any critical comments contained in the committee's report, and the committee shall put a copy of the response in the Clinical Assistant Professor's evaluation file.

##### **B. Original Procedures on Promotions and Continuing Appointments**

1. During the first month of the Fall and Spring semesters, the Clinical Director shall

determine which Clinical faculty is to be evaluated that semester for promotions or for granting or renewing their continuing appointments. In concert with the Clinical faculty evaluation committee, the Clinical Director shall set a specific date for each person's evaluation meeting to take place, which shall be early enough for the completion of all relevant procedures within the Law Center before the end of the semester. The Clinical faculty member to be evaluated shall be informed in writing of the evaluation meeting date and shall also be notified that all material relevant to the evaluation should be in his or her file one week before the meeting so that committee members can review the file during that week. The file will be closed one week before the meeting date.

2. All committee members shall review the Clinical faculty member's evaluation file during the week immediately preceding the evaluation discussion meeting.
3. All committee members shall attend the evaluation discussion meeting. Since the findings and conclusions of the committee are based on the evaluation file, the Clinical faculty member shall have no right to be present at the evaluation discussion meeting.
4. Within one week after the evaluation discussion meeting, the committee shall issue a preliminary written report containing findings of fact and conclusions based on the material contained in the evaluation file. The committee shall prepare exactly two copies of the report, sending one copy to the Clinical faculty member and placing one copy in the evaluation file.
5. The preliminary findings and conclusions shall become the committee's final findings and conclusions unless a timely objection is filed.

**C. Review Procedures on Promotions and Continuing Appointments**

1. The Clinical faculty member may object to the preliminary findings and conclusions within three (3) "business" days (any day that mail is delivered to the Law Center) of receiving the preliminary report. The faculty member must address the objection to the committee in writing, must demand a review of findings, must specify the grounds for the objection, and must list the names of any witnesses that the faculty member wants to confront or present at the review meeting.
2. The committee shall schedule a review of the findings to be held within three (3) "business" days of receipt of the notice of objection. It shall notify the Clinical faculty member and any requested witnesses at least twenty-four (24) hours in advance of the date, time and place of the review meeting.
3. The Clinical faculty member has the right to appear personally at the review meeting, to present information concerning relevant matters in the file, and to submit written comments concerning the findings and conclusions. The committee shall allow an oral or written response from anyone who has contributed to the file.
4. No witness shall be required to appear at the review meeting, and the committee

shall have discretion as to what weight should be given to the opinions of a witness who does not appear.

5. The committee shall submit written findings within one week after the completion of the review meeting. These written findings may be the same as the findings filed prior to objection and review but must include the objection and written comments submitted by the Clinical faculty member being reviewed. These findings may include additional, or substitute findings based on the presentation at the review of findings meeting.
6. The findings made by the committee after the review of findings meeting shall become the committee's final findings and shall be distributed under the same provision for distributing preliminary findings.

**D. Data Collection**

1. By the Clinical faculty member/Director/Peer Evaluation Committee

Each Clinical faculty member shall submit an annual report to the Clinical Director and the Chancellor for inclusion in the faculty member's evaluation file. The Director shall distribute the annual report to the Peer Evaluation Committee. This annual report generally should include the following information:

- a. The faculty member's activity in direct teaching of courses or in supervising the students enrolled in clinical courses, including the nature of ongoing duties and any special projects initiated or completed. Time allocations as reported on the faculty statistical report may be particularized.
- b. Committee assignments whether Law Center, university or other, together with a statement of time and effort devoted to the committee.
- c. Publications and other products of research efforts, including title and citation and the number of pages.
- d. Lectures, speeches, participation in discussion programs given anywhere except in regularly assigned courses. Titles and nature of participation should be indicated, plus time and place.
- e. Offices or positions held in any relevant organization.
- f. Awards or grants received.
- g. Administrative work, such as sponsoring student organizations, placement, etc.
- h. Student advising.
- i. Funded or unfunded research activity described as to time allotted, purpose

of the research, auspices under which carried out, results, etc.

- j. Anything in addition to the above that reflects on teaching, scholarly and creative accomplishment, professional leadership, or public service.
- k. As a law office, all Clinical Faculty shall be required to attend work on a full time basis as set forth in the Department of Clinical Education Office's Policy Manual.

2. Student Input

Student evaluation of Clinical faculty members in the following form is required:

- a. The Clinical Director shall require all students to fill out anonymous student evaluation forms as a condition for receiving credit for their work. The Clinical Director shall prepare a summary of the evaluations pertaining to the Clinical faculty member and shall put a copy in the faculty member's evaluation file and provide a copy to the faculty member.
- b. To supplement this information, the Clinical Director may interview several students who were assigned to a Clinical faculty member and may include a summary of relevant comments in the Clinical faculty member's evaluation file.
- c. In deciding what weight to give to the results of these interviews, the need for supplemental information will be balanced against the risk that the interviewer may have unconsciously influenced the results.
- d. The Clinical faculty member has the right to add a response to any critical comments.

3. From Other Sources

Data may be provided for a Clinical faculty member's evaluation file from the following additional sources:

- a. Newspaper clippings may be provided.
- b. The Chancellor may provide such items as he or she deems appropriate.
- c. Any SULC student, faculty member, or member of the administration and any member of the bar may submit material for inclusion in the file if that person does so under signature.
- d. Letters of thanks and support from non-lawyers, including client referral agencies, also may be included.



The Clinical faculty member has the right to add a response to any critical comments from any of the foregoing sources. The contributor shall receive a copy of the response and be given one opportunity to reply.

4. Outside Evaluations

Comments from qualified persons outside SULC are, when possible, to be included in the files of individuals who are being evaluated for promotion or for granting or renewing continuing appointments. Such outside persons should be asked to comment on the quality of teaching, professionalism, scholarship, service, or other relevant matters within their competence to judge.

**V. Evaluation Decisions**

1. The Clinical Faculty Evaluation Committee shall forward its written report to the Chancellor who shall make it available to all clinical faculty eligible to vote on the decision.
2. All Clinical Professors of equal rank or higher and the Director may vote on promotions to Clinical Associate Professor and on granting or renewing continuing appointments for Clinical Associate Professors. All Clinical Professors may vote on promotions to Clinical Professor and on granting or renewing continuing appointments for Clinical Professors. Clinical faculty members also may vote on these decisions if they hold a rank equal to or greater than that to which a candidate seeks promotion or in which a continuing appointment for Long Term Contract is to be granted or renewed. The Clinical Director may vote on all promotions, continuing appointments, and Long Term Contracts whether or not the Clinical Director has tenure or a long term contract, and regardless of rank.
3. The vote shall be by secret ballot of those assembled.
4. A simple majority of the Evaluation Committee present, and voting shall be sufficient to recommend promotion or the renewal of a continuing appointment.

5. The Chancellor shall promptly inform the candidate and the committee of the outcome, and, if the decision is favorable, the Chancellor shall complete any necessary documents for forwarding to the central administration. This documentation shall include the Chancellor's own appraisal of the candidate.

## **VI. Evaluation Standards**

### **A. General Criteria**

1. Clinical faculty members will be evaluated in three areas: (a) Clinical teaching; (b) academic, professional and social service; and (c) writing and publications. Of these areas, the most important is Clinical teaching. Weaknesses in this area cannot be offset by strength in the other two areas.
2. For promotion to Clinical Associate Professor, the Clinical faculty member must have demonstrated excellence in Clinical teaching and substantial progress toward excellence in the other two areas. The Evaluation Committee, Chancellor and Director's assessment of progress will take into account the limits on the faculty member's years of skills teaching experience, time for service, and time for writing and publication.
3. For renewal of a continuing appointment in the Clinical Associate Professor's rank, the Clinical faculty member must have demonstrated continued excellence in Clinical teaching and continued progress toward excellence in the other two areas.
4. For promotion to Clinical Professor, the Clinical faculty member must have demonstrated excellence in all three areas. He or she must be an excellent Clinical teacher; must have a substantial reputation for academic, professional, and social service; and must have made contributions to writing and publication commensurate with clinical teaching.
5. For renewal of a continuing appointment in the clinical professor rank, the Clinical faculty member must have demonstrated continued excellence in all three areas.

### **B. Specific Criteria**

1. The evaluation of the Clinical faculty member's effectiveness in Clinical teaching shall cover the following areas: (a) classroom or small-group instruction; (b) individual consultation and instruction with students; and (c) contributions to the methods and substance of Clinical teaching. Of these areas, the most important are (a) and (b).

2. The evaluation of the Clinical faculty member's service may cover the following illustrative areas: (a) service to the Law Center and the University on committees and otherwise; (b) service to the legal profession through professional organizations, bar association committees, and continuing legal education; and (c) service to the public through legislative drafting and advocacy, work for public advisory commissions and volunteer work.

The undersigned Clinical Professor acknowledges that he/she has read this contract and agrees to its terms. The undersigned further acknowledges that he/she understands that this contract shall not become binding upon the Law Center or the Southern University System until final approval of the Southern University Board of Supervisors.