

**STANDARDS FOR THE DEAN AND FACULTY TO USE IN DETERMINING  
CONTRACT RENEWAL FOR LEGAL WRITING INSTRUCTORS**

These standards govern contract renewals for legal writing instructors at Hofstra Law School beginning February 1, 1997.

The initial one-year contract is probationary. Thereafter, an instructor may apply for two successive two-year contracts. In close cases, an instructor may be given a one-year contract renewal instead, but no instructor may be given more than one one-year contract renewal. After five years of teaching legal writing at Hofstra, an instructor may apply for four-year contracts.

**Standards**

Each writing instructors' performance will be measured using the criteria in the next section as a general guide.

The first two-year contract may be awarded if the instructor's work during the initial one-year contract demonstrates overall proficiency and professionalism.

A second two-year contract may be awarded only if the instructor appears likely, during the term of that contract, to perform at the outstanding level described in the next paragraph.

After two two-year contract renewals, a contract will be renewed only if (1) the instructor's performance is, overall, outstanding and (2) renewal of the instructor's contract would represent a significant and identifiable asset to the writing program. Whether an instructor is outstanding shall be judged in the context of how the subject is generally or could be taught, without limiting the inquiry to comparisons with other instructors who coincidentally happen to

be teaching here at the time. The “outstanding” standard is more stringent than one that would measure whether the instructor is “effective” or “excellent.”

Out of a given group of instructors, it is possible that none of them might meet the standard for four-year contracts. Or all of them might. The standards are not intended to preclude contract renewal for a superb instructor on the ground that some other instructors here are also superb. The standards are intended to preserve flexibility for the institution to retain instructors who offer something special that is valuable to the law school.

### **Criteria**

A reasonable review of a teacher's performance might consider the following. (The questions and considerations listed here are only some of the more obvious ones. Others not listed might be equally appropriate.)

Classroom Teaching: Are students gaining insights in class that they would not get from reading the text alone? In a particular class, has the instructor defined for him- or herself the goals to be accomplished? Does the instructor use effective methods of accomplishing those goals? Is the instructor well prepared in class?

Designing Writing Assignments: Do the instructor's assignments contain sufficient intellectual ambiguity and tension to provide adequate challenge? Do they give students a workout in the skills being taught? Are assignments appropriate to students' analytical capabilities (challenging without being over students' heads)? Are they factually complete and realistic, without unintended red herrings, and, if the assignment involves persuasive writing, balanced?

Evaluating Papers: The instructor should be able to do the following:

1. Recognize the difference between effective and ineffective writing and analysis.
2. Conceptualize that difference by explaining why one thing works while another does not.
3. Diagnose writing and analysis problems by identifying the misunderstanding or habit of mind that causes the student to do something ineffective.
4. Prescribe solutions, where appropriate, by identifying what the student should do to improve.

5. Mark papers with comments that inform and persuade the student.
6. Grade in a way that accurately reflects the paper's quality as compared with that of other papers.

Does the instructor show the student how to make professional decisions by evaluating options and choosing the most effective one? Does the instructor express evaluations in terms of the writing's practical effectiveness, rather than in terms of the teacher's own personal preferences

Triage: Given that almost any paper written by the average student will have many more problems in it than either student or teacher can cope with, does the instructor reasonably determine which problems are worth discussing.

Student Conferences: Are student conferences well organized? Does the instructor speak to students in ways that students can understand and accept both intellectually and emotionally? Are the instructors' questions designed to provoke thought and delivered in a sequence that builds on the answers to preceding questions and leads to the instructor's goals?

Relating with Students: Does the teacher relate constructively with students?

Course Administration: Are papers graded and handed back in a timely fashion? Are students given fair notice of things that affect them (such as critique schedules)? Are assignments prepared sufficiently in advance to avoid last-minute snafus?

Working with Other Instructors, Other Parts of the Law School, and the Legal Writing Field Generally: Does the instructor coordinate and work well with other instructors and other members of the law school community? Does the instructor carry a fair share of the responsibility for designing assignments and exercises used by the instructors as a group? Does the instructor contribute to the law school through service and other activities? Has the instructor developed innovative or creative techniques or materials or shared his/her ideas with others in the field?

Judgment. Sound judgment is expected in all aspects of an instructor's work. Does the instructor solve problems decisively, reasonably, and without unnecessary complications?

Other: Do student evaluations or other sources reveal problems?

### **Procedures for Evaluation, Recommendation and Renewal**

Evaluations of instructors shall be made by the Legal Writing & Appellate Advocacy Committee. In making its evaluation, the Committee or its subcommittees shall

1. Observe one or more of the instructors' classes;
2. Observe one or more of the instructors' student conferences;
3. Review materials that the Committee deems relevant to the evaluation process, such as representative assignments, marked student papers, teaching exercises, course syllabi, representative first and last papers of students, and any statement or other materials that the instructor wishes to submit;
4. Review student evaluations; and
5. Meet with the instructor.

The Committee shall make recommendations to the Dean as to whether to renew contracts of writing instructors. The Dean shall take into account the Committee's recommendations and the needs of the institution in deciding on the renewal of such contracts.