

Standards for the Dean and Faculty to Use in Determining Contract Renewal for Legal Writing Lecturers in Law

These standards govern contract renewals for Legal Writing Lecturers in Law at Washington University School of Law beginning with the 1998 - 1999 academic year.

A Legal Writing Lecturer in Law shall be offered an initial appointment of two academic years. Thereafter, a Lecturer may apply for an additional two-year contract. In close cases, a Lecturer may be given a one-year contract renewal instead, but no Lecturer may be given more than two one-year contract renewals. After four years of teaching at the School of Law, a Lecturer may apply for four-year renewable contracts.

Standards

Each Legal Writing teacher's performance will be measured using the criteria in the next section as a general guide.

A two-year contract renewal may be awarded if the teacher's work during the initial two-year contract demonstrates overall proficiency and professionalism.

After a two-year contract renewal, a contract will be renewed only if (1) the teacher's performance is, overall, outstanding and (2) renewal of the teacher's contract would represent a significant and identifiable asset to the Legal Writing program. The "outstanding" standard is more stringent than one that would measure whether the teacher is "effective" or "excellent."

Criteria

Teaching performance shall be the main consideration for evaluating the performance of a Legal Writing teacher for contract renewal. Evaluation of this criterion should take into account all aspects of teaching, including classroom performance, interaction with students during office conferences, written critiques of student papers, and ongoing individual professional development. A reasonable review of a teacher's performance might consider the following. (The considerations enumerated below are only some of the more obvious ones. Others not listed might be equally appropriate.)

Classroom Teaching Performance:

Command of legal analysis, legal writing, and oral advocacy

Focused, well-organized, and clearly presented classes that are conducive to learning, and continuing development and refinement of individual teaching methods and strategies

Stimulation of useful student discussion and participation in the learning process

Written Evaluation of Student Papers:

Ability to provide insightful, detailed critiques of student papers with written comments that:

- (i) recognize the difference between effective and ineffective writing and analysis;
- (ii) conceptualize the difference by explaining why one thing works while another does not;
- (iii) diagnose writing and analysis problems by identifying the misunderstanding or habit that causes the student to engage in ineffective writing;
- (iv) prescribe solutions that identify what steps the student can take to improve;
- (v) achieve a tone appropriate to inspire a student to improve; and
- (vi) grade in a way that accurately reflects the paper's quality as compared with that of other papers.

Ability to select and highlight the most important problems to discuss (almost every paper written by the average student will have many more problems in it than either the student or teacher can cope with)

Ability to evaluate papers in terms of the writing's practical effectiveness, rather than in terms of the teacher's own personal preferences

Research Skills:

Knowledge and understanding of basic research sources and the ability to impart that knowledge

Ability to help create research exercises/problems for students when necessary

Student Conferences:

Consistent availability to students for one-on-one consultation regarding writing projects, and demonstrated interest in their development as legal writers and professionals

Ability to convey important information to students in a manner that students can understand and accept both intellectually and emotionally

Ability to ask questions designed to provoke thought, and delivered in a sequence that builds on the answers to preceding questions and leads to the teacher's goals

Relating with Students:

Ability to relate constructively with students

Working with Other Legal Writing Teachers, Other Parts of the Law School, and the Legal Writing Field Generally:

Ability to coordinate and work well with other Legal Writing teachers

Carries a fair share of the responsibility for creating exercises used by Legal Writing teachers as a group and for sharing innovating teaching ideas

Contributes to the law school community through service and committee work reasonably requested of the teacher

Develops and shares innovative or creative techniques or materials with others in the Legal Writing field

Course Administration:

Grades and hands back papers in a timely fashion

Provides students with fair notice of things that affect them

Judgment:

Exercises sound judgment in all aspects of the teacher's work

Solves problems reasonably, decisively, and without unnecessary complications

Procedures for Evaluation, Recommendation, and Renewal

I. Evaluations During the Second and Third Years of Employment

During each of the second and third years of a Legal Writing teacher's employment, the Dean shall appoint at least two faculty members and the Director of Legal Writing to observe and evaluate the classroom teaching performance of the Legal Writing teacher (one small and one large group class during a week, under the current format). The faculty members and Director of Legal Writing shall then communicate with the Legal Writing teacher their observations of the teacher's teaching performance. In addition, the Director of Legal Writing shall:

1. Observe one or more of the Legal Writing teacher's student conferences;
2. Review materials that the Director deems relevant to the evaluation process, such as marked student papers, teaching exercises, and any statement or other materials that the teacher wishes to submit;
3. Review student evaluations; and
4. Meet with the Legal Writing teacher.

In lieu of attending the Legal Writing teacher's student conferences, the Director may instead view videotapes of conferences, if the Legal Writing teacher expresses such a preference.

Before April 30th of the spring semester of the Legal Writing teacher's second academic year, the Director of Legal Writing will make a recommendation to the Dean of the law school whether to offer the teacher an additional two year contract. The Dean shall inform the Legal Writing teacher of the school's decision by no later than April 30th of that year. (In close cases, the Dean may offer a one year contract instead. In that event, before April 30th of the Legal Writing teacher's third academic year, the Director of Legal Writing will make a recommendation to the Dean of the law school whether to offer the teacher an additional one year contract. The Dean shall inform the Legal Writing teacher of the school's decision by no later than April 30th of that year.)

II. Evaluations During the Fourth Year of Employment

During the fourth year of a Legal Writing teacher's employment, the Dean shall appoint at least two faculty members and the Director of Legal Writing to observe and evaluate the classroom teaching performance of the Legal Writing teacher. The faculty members and Director of Legal Writing shall then communicate with the Legal Writing teacher their observations of the teacher's teaching performance. In addition, the Director of Legal Writing shall:

1. Observe one or more of the Legal Writing teacher's student conferences;
2. Review materials that the Director deems relevant to the evaluation process, such as marked student papers, teaching exercises, and any statement or other materials that the teacher wishes to submit;
3. Review student evaluations; and
4. Meet with the Legal Writing teacher.

In lieu of attending the Legal Writing teacher's student conferences, the Director may instead view videotapes of conferences, if the Legal Writing teacher expresses such a preference.

The faculty and the Dean shall meet on or before April 30th of the spring semester of that academic year for the purpose of considering the teacher's eligibility for an additional contract. The faculty members who have reviewed the classroom teaching performance of the Legal Writing teacher, and the Director of Legal Writing, will report to the faculty their observations of the Legal Writing teacher's performance. If a majority of faculty members present and voting determine that the teacher is eligible for contract renewal, that determination and report shall be transmitted to the Dean, and the Dean in his or her discretion may offer a four year contract renewal. If a majority of faculty members present and voting determine that the teacher is not eligible for contract renewal, the process shall be terminated and the teacher shall not be offered an additional contract. The Dean shall inform the Legal Writing teacher of the school's decision by no later than April 30th of that year.

III. Evaluations During the Succeeding Four Year Periods Following the Fourth Year of Employment

During the fourth year of a renewal contract following the fourth year of a Legal Writing teacher's employment, the Director of Legal Writing will:

1. Observe one or more of the Legal Writing teacher's classes;
2. Observe one or more of the Legal Writing teacher's student conferences;
3. Review materials that the Director deems relevant to the evaluation process, such as marked student papers, teaching exercises, and any statement or other materials that the teacher wishes to submit;
4. Review student evaluations; and
5. Meet with the Legal Writing teacher.

In lieu of attending the Legal Writing teacher's classes and student conferences, the Director may instead view videotapes of classes and conferences, if the Legal Writing teacher expresses such a preference.

The faculty and the Dean shall meet on or before April 30th of the spring semester of that academic year for the purpose of considering the teacher's eligibility for an additional contract. During that meeting, the Director of Legal Writing will report to the faculty the Director's observations of the Legal Writing teacher's performance. If a majority of faculty members present and voting determine that the teacher is eligible for contract renewal, that determination and report shall be transmitted to the Dean, and the Dean in his or her discretion may offer a four year contract renewal. If a majority of faculty members present and voting determine that the teacher is not eligible for contract renewal, the process shall be terminated and the teacher shall not be offered an additional contract.

The Dean shall inform the Legal Writing teacher of the school's decision by no later than April 30th of that year.