

University of South Carolina School of Law
Process and Standards for Retention of Legal Writing Instructors

I. Process

A. Duration of Contracts. A Legal Writing Instructor begins employment at the School of Law with a one-year probationary contract, followed by a two-year probationary contract and a three-year probationary contract. The Legal Writing Instructor is then eligible for presumptively renewable five-year contracts that may be renewed an unlimited number of times. An evaluation process, described below, must precede the award of each new contract.

B. Evaluation Procedure

1. Awards of Subsequent Probationary Contracts. In the spring of the first and third years of an Instructor's employment, the Director of Legal Writing, or an Assistant Director, shall review the Instructor, communicate with the Instructor about the review, and then make a recommendation to the Dean regarding the award of the next probationary contract. The review of each Instructor shall take into account classroom visits, student evaluations, first-hand experiences in working with the Instructor in the context of the LRAW I & II courses, and any other information relevant to the Instructor's performance in teaching and service. A faculty vote is not required for probationary contract awards.

2. Commencement and Renewal of Five-Year Contracts.

a. Legal Writing Committee. To assist in the review of Instructors eligible for five-year contracts, the Dean will appoint a Legal Writing Committee consisting of the Director or an Assistant Director, an Associate Dean, and a tenured faculty member. The Committee will review the Instructor's teaching and service and make recommendations regarding commencement or renewal of five-year contracts to the Dean or to the faculty, consistent with the process described below.

b. Committee's Review Process. In the fall of the Instructor's sixth year, the Legal Writing Committee will review the Instructor based on the Standards in Part II.B below and make a recommendation to the full faculty. The faculty of the Legal Studies Department of higher rank than the candidate—Associate Professors, Professors, and Professional Track Faculty with five-year contracts—shall determine by majority vote whether to authorize the Dean to offer the five-year contract. If a five-year contract is not offered after five years, a one-year contract may be offered, at the Dean's discretion, and the Instructor will be eligible for reconsideration of a five-year contract at the end of that additional year. No additional one-year contracts will be permitted.

Renewals of the five-year contracts are presumptive and do not require a faculty vote. In the fourth year of an Instructor's five-year contract, the Legal Writing Committee will review the Instructor, bearing in mind the presumption of renewability, and make a recommendation regarding renewal to the Dean.

II. Standards for Retention

A. Awards of Subsequent Probationary Contracts. To be awarded the two-year and three-year probationary contracts, an Instructor of Legal Writing must demonstrate proficient teaching, effective cooperation with the Director, Assistant Director(s), and other Instructors of Legal Writing, and service to the Law School, University, or legal community.

Proficient teaching requires knowledge of the subject matter of the course, good judgment in dealing with students, effective planning and execution of lesson plans, timely return of student papers with thorough comments, and reasonable availability to students outside the classroom.

Service may consist of membership on Law School or University committees, assistance to student organizations, participation in other Law School projects or activities, participation in national or regional Legal Writing organizations, or assistance rendered to the bench or bar.

B. Commencement and Renewal of Five-Year Contracts.

1. Commencement of Five-Year Contracts. To qualify for a five-year contract, the Instructor must have become a significant asset to the Legal Writing Program, based upon excellent teaching, effective participation in the development of the Program, effective cooperation with the Director, Assistant Director(s), and other Instructors of Legal Writing, and consistent service.

Excellent teaching requires the criteria relevant to “proficient teaching” in Part II.A, plus the ability to create teaching materials, to assist other Legal Writing Instructors, and to evaluate new teaching ideas presented in articles or at conferences on Legal Writing pedagogy.

Consistent service requires a yearly engagement in one or more of the types of activities listed under “service” in Part II.A.

2. Renewal of Five-Year Contracts. Five-year contracts are presumptively renewable. If the Law School decides not to renew an Instructor’s five-year contract, it carries the burden of showing that the Instructor is no longer a significant asset to the Legal Writing Program in terms of one or more of the following areas: teaching, participation in the development of the Program, cooperation with the Director, Assistant Director(s), and other Instructors, and service.