

NYU SCHOOL OF LAW
POLICY ON
CONTINUING CONTRACT FACULTY APPOINTMENTS¹

The NYU Provost's Office (the "University") has issued a policies for the appointment, promotion, and reappointment of Continuing Contract Faculty ("CCF"), and has directed each school governed by the University policiesto establish its own policies consistent with the University's. NYU School of Law (the "Law School") accordingly establishes this policy. If at any point this policy is inconsistent with the relevant University policies, the University policies control. As with all NYU and Law School policies, this policy is subject to change.

Every five years, the Dean of the School of Law will appoint a committee of faculty and administrators to review this policy. Working with the Dean, the committee will prepare a written report, including the success of and/or challenges in implementing the policy, which report will be provided to the Provost of the University.

I. Definition of Continuing Contract Faculty

This policy applies to CCF as that term is defined in University Bylaw 87(a), *i.e.*: those members of the faculty who are not tenured/tenure track and who: (1) have full-time appointments; (ii) have appointments that do not prohibit indefinite contract renewals; and (iii) are not visiting faculty (including persons who have tenure or are on the tenure track at another institution and persons who are on leave from another institution or company). At the Law School, the scope of this policy does not include faculty on fixed-term appointments (Acting Assistant Professors of Lawyering, Acting Assistant Professors of Tax, fellows of any kind), those with part-time appointments (Adjunct Professors) or with appointments of less than one year in duration.

Though an individual may hold a non-tenure position listed in Bylaw 89 as cited in the Faculty Handbook, he or she will only be considered CCF if his or her appointment meets the criteria outlined in the previous paragraph.

II. Responsibilities of CCF

CCF are fully integrated into the intellectual life of the Law School and bear many of the same responsibilities as Tenured/Tenure Track faculty. They teach, take on administrative roles, run academic programs or centers, and/or engage in professional development that benefits the Law School. The exact contours of each CCF member's responsibilities are developed in consultation with the Dean and a Vice Dean. In general, CCF may be required to:

¹ Approved by the Law School Legislative Faculty on February 15, 2017.

- Carry a full teaching load. This usually means teaching 10-11 credits per academic year and possibly also supervising a reasonable number of student writing projects, as well as being reasonably available to students as an advisor and resource.
- Participate in law school governance, including by attending faculty meetings with tenured/tenure track faculty, and/or, if the CCF so choose, holding their own faculty meetings in accordance with Bylaw 82(c). CCF are represented on appropriate committees, except for those involving appointment of tenure-track faculty or tenure decisions, or those otherwise set aside by University Bylaws as falling within the exclusive domain of tenured and tenure track faculty.
- Accept administrative responsibilities, which may include program direction, service on committees, participation in the NYU community at large as a representative of the Law School, and other activities.
- Maintain their stature and connection to the professional communities from which they are drawn, including (but not limited to) by attending conferences, networking, presenting Continuing Legal Education courses, etc.

This list is illustrative and not exhaustive. CCF at the Law School may be called upon to provide a wide range of services to the Law School, its students, the legal community, and the University at large. The expectations for each faculty member (as well as any support that can be provided to help the faculty member meet those expectations) will be specified in his or her appointment agreement. For further guidance, see [the Faculty Handbook](#).

III. Appointment & Reappointment of CCF

a. Titles

At the Law School, at this time, CCF titles include clinical titles (clinical professor, clinical associate professor, clinical assistant professor), and practice titles (professor of practice, associate professor of practice, assistant professor of practice). The responsibilities of clinical continuing contract faculty do not vary materially from those of professors of practice, but indicate different starting points for approaching teaching: Clinical titles indicate that the faculty member teaches from an academic model, whereas practice titles indicate that the professor's expertise and teaching approach are based on real-world experience in various areas of legal practice. Further, traditionally, a clinical title denotes that the faculty member may employ experiential learning techniques in his or her classes; a practice title typically indicates that the faculty member employs a more traditional classroom-based pedagogical method. On a going-forward basis, a two- three- or five-year term will be standard for faculty in both clinical and practice titles.

Additional titles listed in [University Bylaw 89](#) may also be applied to CCF at the Law School.

b. Criteria for Appointment

CCF usually, but not exclusively, are experienced practitioners who demonstrate excellence in teaching. Often, they join the Law School from a distinguished career in practice. In all cases, the Law School seeks to hire faculty who will offer the best available education to its students through outstanding teaching and mentoring. They will also exhibit commitment to the Law School, and the legal profession.

c. Criteria for Reappointment

The Law School will utilize the following materials to evaluate a CCF for reappointment: student evaluations during the appointment period (and end of the prior appointment period if applicable), peer evaluation(s) conducted during the appointment period, course materials (including, but not limited to, syllabi), and CV reflecting any professional activities undertaken during the appointment period. Where appropriate, the Law School will also consider samples of student work and examples of learning beyond the classroom. Taken together, the materials must establish that the CCF continues to meet the Law School's standards for excellence in teaching, mentoring and contributions to the Law School community. Even in those cases in which a candidate satisfies the appropriate standards of achievement, the decision to reappoint or promote may be impacted by curricular considerations or structural changes or improvements in academic programs.

d. Procedures for Appointment & Reappointment

To handle all new CCF appointments, and reappointments other than those of clinical faculty, the Law School is creating a new committee called the Contract Faculty Personnel Committee ("CFPC"). The Dean will appoint the committee members, and the voting faculty will approve the committee membership. The committee will comprise the Dean, three tenured/tenure-track faculty, and one contract faculty, and will have jurisdiction over all non-clinical CCF appointments, reviews, and reappointments. This new Contract Faculty Personnel Committee will make recommendations concerning the appointment and reappointment of non-clinical CCF to the Law School voting faculty. If a majority of the CFPC favors appointment or reappointment, the committee will issue a report and recommendation to the voting faculty. Insofar as possible, this report should represent a collective judgment of the committee. If the opinion of the CFPC is split, the committee report should note the divide and include a statement reflecting the minority opinion.

The report and recommendation to the voting faculty should evaluate and summarize the evidence of the CCF's accomplishment, noting areas that require improvement, and making a recommendation regarding whether to reappoint and, if so, for how long. Each appointment or

reappointment will then be put to a faculty vote; the vote shall be taken by secret ballot. For the purposes of CCF appointments and reappointments only, other CCF shall be included among the faculty permitted to vote on personnel matters.

For two-year contracts, the Contract Faculty Personnel Committee will conduct a review for reappointment in the second year. For three-year contracts, the Contract Faculty Personnel Committee will conduct a review for reappointment in the spring of the second year. The Committee will review CCF with five-year contracts for reappointment in the spring of the fourth year of the term. At the request of a single member of the Committee, the Committee, in its discretion, may also undertake a mid-contract review in the second year of a five-year contract term. Within one month of the approval of the appointment of the CFPC, the chair of the CFPC will notify the CCF of the review and the expected timeline. For contracts of three years or more, the CCF must be informed of a decision not to reappoint by August 31 of the penultimate year; for contracts of one or two years, the CCF must be notified of a decision not to reappoint no later than March 1, for a contract to terminate on August 31. In the case of review of a contract for three or more years, the CFPC will also inform the CCF of the grounds and processes for stopping the contract clock, as defined by University policies.

The Clinical Personnel Committee (the “CPC”) will review candidates for clinical CCF appointments and reappointments, and will make recommendations to the voting faculty, which for the purposes of CCF shall include other CCF.² With regard to reappointments, the Clinical Personnel Committee will review contract clinical faculty with two-year contracts at the conclusion of their first year; will review faculty with three-year contracts in the spring of their second year; and will review five-year contracts in the spring of their fourth year.³ When reviewing CCF candidates for appointment and reappointment, CPC will follow its usual practices and procedures for voting and drafting the committee report.

Contracts Concerning Appointment and Reappointment

At the time of his or her initial appointment, each CCF, regardless of the length of his or her appointment, will be provided with a written letter agreement which is to be signed by both parties and will include the following information:

- The contract’s term, including its start and end date;
- Eligibility for reappointment at the end of the contract term;

² Like all other faculty committees, members of the CPC are appointed by the Dean, subject to the approval of the voting faculty. The composition of the CPC is set by faculty rule, as codified in Voting Rights for Clinical Faculty, adopted by the School of Law Faculty on November 30, 1990 (“Peschel II”)

³ When these Guidelines are adopted by the Faculty, this part of the Guidelines will amend on a going-forward basis section II(B)(3) of Peschel II. Specifically, in order to comply with new University guidelines, this policy adjusts the available contract durations for new clinical contract appointments from 2, 4, and 7 years to 2, 3, and 5 years, and requires review in a three- or five-year contract’s penultimate year rather than at the start of its final year.

- The CCF's responsibilities and compensation;
- The benefits the CCF will receive;
- Notification that the CCF is bound by all NYU policies that apply to other members of the Law School faculty and administration; and
- Notification that the contract will terminate automatically on the end date if it is not renewed.

Contracts with one-year terms generally will be used only to fill unexpected vacancies on an emergency basis. Any one-year appointment must be important to meeting programmatic and/or academic objectives and must be so justified at the time the contract is offered.

By signing the contract, appointees acknowledge that they have received adequate notice of their termination date. Thus, reappointment can only be achieved by the Law School's taking affirmative action to do so.

When a CCF is reappointed, he or she will be provided with a new written letter agreement.

IV. Continuing Contract Faculty Grievance Rights and Procedures

CCF with renewable contracts may submit grievances that allege procedural defects and irregularities in the reappointment process and other matters as outlined in the University policy. Outcomes of the review process or decisions reached through the review process can be grieved only to the extent that they involve violation of University-protected rights of faculty members. Thus, a grievance must allege that 1) the procedures used to reach the decision were improper, or that the case received inadequate consideration; or 2) that the decisions violated the academic freedom of the faculty member in question, in which case the burden of proof falls to the grievant. A school's decision not to undertake the reappointment process where a position is to be eliminated at the end of the contract term and there is no similar position open is not the basis for a grievance.

Within 30 days of receiving notification of the denial of reappointment or other grievance, the CCF should confer with the Vice Dean in charge of Curriculum on an informal basis to seek resolution of the complaint.

If the complaint cannot be resolved informally, the CCF may file a written grievance with the Dean. Within 15 days of receiving a written grievance, the Dean will forward the complaint to the Executive Committee, which shall have jurisdiction over any such grievances. Members of the Executive Committee, like all faculty committees, will be appointed by the Dean and approved by the voting faculty. Each year, the Dean will appoint—subject to faculty approval—one CCF to serve on the Executive Committee for the limited purpose of reviewing CCF grievances. Student members of the Executive Committee shall not take part in the Committee's consideration of a CCF grievance.

Upon receipt of the complaint, the Executive Committee shall review it and consider whether: (a) the procedures used to reach the decision were proper or improper; or (b) the decision not to reappoint violated the faculty member's academic freedom. The Committee does not judge the professional merits of the case.

Within 45 days after receiving the written complaint, the Committee will advise the Dean of its recommendation. The Dean shall decide the case and will notify the faculty member in writing of his or her decision within 15 days after receiving the Committee's recommendation. If the Dean disagrees with the Committee's recommendation, within 15 days after receiving the recommendation, the Dean will so inform the Committee and will explain in writing the reasons for the disagreement.

Should the Dean's decision not be satisfactory to the CCF, the faculty member may appeal to the Provost of the University. The Provost will then review the case in accordance with the procedures set forth in the University's policies for Continuing Contract Faculty Appointments, Grievance Procedures and Disciplinary Regulations.