

Legal Research and Writing: What Schools Are Doing, and Who Is Doing the Teaching (Three Years Later)

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In the world of law-school legal-writing programs, things are getting better all the time — although the disparate treatment of writing teachers still persists at many schools.

Volume 7 of the *Scribes Journal* first reported on the design and staffing of legal-writing programs at United States law schools, using data for the 1999–2000 academic year.¹ Three years later, we have new data showing that dynamic trends in the staffing of those programs have continued unabated. Because the written work of the next generation of lawyers is likely to reflect quite directly the quality of the legal-writing training they are now receiving as law students, it is good news that the training continues to be professionalized.

We have updated and expanded the chart on pages 135–161, building on the first version published by Professor Levine.² As before, it categorizes law-school writing programs by staffing model and faculty status for each United States law school accredited by the

¹ Jan M. Levine, *Legal Research and Writing: What Schools Are Doing, and Who Is Doing the Teaching*, 7 SCRIBES J. LEGAL WRITING 51 (1998–2000).

² *Id.* at 60.

American Bar Association, plus those schools seeking ABA accreditation (as of January 2003). This new chart reflects changes at many schools, clarifies the situation at most schools, and adds information about a few brand-new law schools.

Professor Liemer contributed information that was not in the earlier chart: whether the legal-writing faculty at each school may vote at faculty meetings.³ This information shows the extent to which legal-writing professionals participate in each school's faculty-based decision-making process. That enfranchisement in turn reflects the extent to which those professors are treated as full citizens on their faculties.

We begin this article by explaining why and how we collected the data and what they show about the current state of legal-writing instruction. Next, we compare the data and state of affairs to those previously reported and extrapolate from that comparison to show what trends are taking place. Although changes in legal education often proceed at a "glacial pace,"⁴ that is much less true in the field of legal writing. So we also try to predict which trends are likely to continue.

In addition, this article has significant implications for the Standards used by the ABA for accrediting law schools,⁵ particularly the Standards on faculty status.⁶ We conclude, therefore, by offering suggestions for changes in the ABA Standards. Our suggestions

³ Susan P. Liemer, *Who Votes at Law School Faculty Meetings in the United States?*, at <http://www.alwd.org> (last visited Feb. 14, 2004).

⁴ Jan M. Levine, *Voices in the Wilderness: Tenured and Tenure-Track Directors and Teachers in Legal Research and Writing Programs*, 45 J. LEGAL EDUC. 530, 537 (1995).

⁵ American Bar Association, *Standards for Approval of Law Schools and Interpretations*, available at <http://www.abanet.org/legaled/standards/standards.html> (last visited Feb. 14, 2004).

⁶ *Id.* at Chapter 4: Faculty.

recognize the current trends and also preserve each school's ability to design and staff a legal-writing program that professionalizes the instruction without abusing those entrusted with teaching such a critical course.

Why and How We Collected the Data

The old saying that necessity is the mother of invention certainly rings true for our chart. The story begins in 1995–1996, when Temple University School of Law hired a cadre of full-time professional writing teachers. After a few years and the success of the new program, it was time for the faculty to vote on proposed changes to the school's rules regarding the status and review of the legal-writing professors. To support that proposal, Professor Levine and his legal-writing colleagues at Temple gathered information about the program design and terms of employment for legal-writing faculty at other law schools. A national survey giving aggregate statistics already existed,⁷ but it did not name names. Simultaneously, the Temple professors also collected data about the legal-writing salaries at each law school and adjusted the salaries for the local cost of living; the results of those efforts have been published elsewhere.⁸

The survey efforts began with requests posted to the two legal-writing e-mail discussion forums. (The listserv for all legal-writing

⁷ ALWD/LWI Survey Reports (yearly surveys, dated 1999, 2000, 2001, 2002), at <http://www.alwd.org> (last visited Feb. 14, 2004).

⁸ Jan M. Levine & Kathryn M. Stanchi, *Women, Writing & Wages: Breaking the Last Taboo*, 7 WM. & MARY J. WOMEN & L. 551 (2001) [Levine & Stanchi, *Wages*]; Kathryn M. Stanchi & Jan M. Levine, *Gender and Legal Writing: Law Schools' Dirty Little Secrets*, 16 BERKELEY WOMEN'S L.J. 3 (2001) [Stanchi & Levine, *Secrets*].

professors is “LRWPROF-L,” and the listserv for legal-writing directors is “DIRCON.”) The follow-through meant countless hours of Web-browsing to gather more contacts, along with the exchange of many individual e-mail messages and telephone calls to fill in the blanks and clarify the details. Various versions of the charts were distributed by e-mail and posted on the Web in the years that followed,⁹ before and after the first *Scribes Journal* article,¹⁰ with two major updating efforts being made at the start and end of each academic year. The evolving chart identifies each school, categorized by staffing models, and it reflects the state of legal writing as of January 2003 (for the 2002–2003 academic year).

The voting-rights information in the chart was also gathered by necessity. In December 2001, the faculty at Southern Illinois University School of Law was considering whether to extend voting privileges to full-time faculty members who had not been hired onto the traditional tenure track. These full-time, but tenure-ineligible, faculty members comprised the legal-writing professors, the clinical professors, and the law librarians.

Of course, in such a context the inevitable question is the same as the one asked at Temple: “What do other law schools do?” To gather the information, Professor Liemer posted a survey about faculty voting rights on the legal-writing listservs.¹¹ Other professors at Southern Illinois began making similar inquiries of colleagues at other schools. The Southern Illinois researchers prepared a chart

⁹ Jan M. Levine, *LRW Program Design and Faculty Status, for the 2002–2003 Academic Year* (prepared Dec. 2002) (latest version), at <http://www.alwd.org> (last visited Feb. 14, 2004).

¹⁰ Levine, *supra* note 1.

¹¹ E-mail from Sue Liemer, Assistant Professor, Southern Illinois University School of Law, to LWIONLINE (now LRWPROF-L) & DIRCON listservs (Dec. 8, 2001) (copies on file with the authors).

showing the status of each faculty category and whether these professors could vote at faculty meetings. That chart, which focuses only on voting, was updated as of January 2003 (for the 2002–2003 academic year) and will continue to be updated periodically.¹²

Besides reflecting how a school values its legal-writing professors and program, voting rights are central to faculty self-governance. And faculty governance is a critical component of the ABA Standards.¹³ So the two authors combined efforts to provide this updated and expanded chart on programs, staffing, and voting rights for each law school. Again, the chart is current as of January 2003. While the chart is a snapshot of an ever-changing situation, it is a clear composite picture of the state of legal-writing programs in the United States, with an image for every school that either is ABA-accredited (fully or provisionally) or intends to apply for provisional accreditation.

The earlier incarnation of the chart, the one previously published in this journal, included 185 law schools.¹⁴ Five of those schools were in the “staffing model unknown” category.¹⁵ This update now includes 190 schools, with only 3 of them in the “unknown” category.

For each school in the chart and every category of program, the second column provides the status and voting rights of the program director (if there is one). The director might be on the tenure track

¹² Liemer, *supra* note 3.

¹³ ABA Standards, *supra* note 5; at Standard 402: Size of Full-Time Faculty (“The number of full-time faculty necessary depends on: . . . (3) the opportunities for the faculty adequately to . . . participate effectively in the governance of the law school”); Standard 404: Responsibilities of Full-Time Faculty (including “participation in the governance of the law school”).

¹⁴ Levine, *supra* note 1, at 55.

¹⁵ *Id.* at 78.

(like most of the other faculty), or the director might have some form of contract status not resulting in tenure. The third column of the chart shows the staffing model of the school's writing program, and the schools are grouped according to their model.

The first two major categories are programs with full-time legal-writing professors. Any school with a hybrid model employing more than two full-time writing professors is listed in one of these two categories. The first of the major categories includes programs without time limits on the duration of faculty employment ("uncapped" contracts). The fourth column shows whether these full-time writing professors are eligible for some form of tenure, are eligible for long-term contracts with some other form of job security, or have short-term one- or two-year contracts that can be renewed indefinitely. The second major category includes schools where the full-time writing professors are able to secure only short-term contracts, with no possibility of long-term contracts or job security. These positions are "capped." For both categories of full-time professors, the chart shows their voting rights in the fourth column, in brackets, if that information is available.

The chart also shows three categories of law schools at which the primary legal-writing instruction is provided by adjuncts, doctrinal faculty, or upper-division law students. Some of these schools also reported employing a writing specialist or other support person. For just a few of these schools, the contract type and voting rights are again listed in the fourth column. Adjuncts and students are presumed to not have voting rights at faculty meetings.

The chart also makes clear a variety of other details, if information was available. For example, it shows whether the expertise of those who direct legal-writing programs lies in other aspects of legal education, rather than legal writing. Ten directors are listed as "tenured (doctrinal)," meaning that they received tenure for another

area of expertise. (All the other directors were hired as legal-writing professionals.) At five schools, law librarians direct the legal-writing program. At a few schools, an assistant or associate dean directs it.

In addition, the chart shows whether legal-writing directors or professors are eligible for normal tenure, for some form of differentiated tenure (a “separate tenure track” or a “clinical tenure track”), or for a contract that meets ABA Standard 405(c).¹⁶ This Standard was written for law-faculty members who teach in clinics and are ineligible for tenure. It states:

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. However, this Standard does not preclude a limited number of fixed, short-term appointments in a clinical program predominantly staffed by full-time faculty members, or in an experimental program of limited duration.

Finally, if a legal-writing professor’s franchise is limited in some way to less than that traditionally granted to tenure-eligible or tenured faculty, those limitations are also listed.

The (Mostly) Encouraging Data

Figure 1 on the next page compares the picture three years ago with the current situation. As you can see, the professionalization of legal-writing teaching is continuing steadily.

¹⁶ ABA Standards, *supra* note 5, at Standard 405(c).

Figure 1: LRW Program Design & Faculty Status

		Academic Year 1999-2000	Academic Year 2002-2003
		185 Schools	190 Schools
Program Design	Full-time LRW positions	121 (65%)	133 (70%)
	Full-time, uncapped contracts	95 (51%)	116 (61%)
	Full-time, capped contracts	24 (13%)	17 (9%)
	Full-time, contract terms unknown	2 (1%)	0
	Adjunct-taught programs	38 (21%)	35 (18%)
	Doctrinal-faculty- taught programs	15 (8%)	14 (7%)
	Student-taught programs	6 (3%)	5 (3%)
	Unknown	5 (3%)	3 (2%)

Faculty Status	Director is tenured or tenure-eligible	44 (24%)	69 (36%)
	Other full-time LRW professors are tenured or tenure- eligible	8 (4%)	17 (9%)
	405(c) status for LRW director	44 (24%)	23 (12%)
	405(c) status for other full-time LRW professors	6 (3%)	19 (10%)

As Figure 1 shows, more law schools have now hired full-time professionals to teach legal writing, and fewer schools rely on adjuncts, doctrinal law faculty, or upper-division law students. Likewise, more legal-writing professors have job security today than they did two or three years ago because they hold jobs with no time limit on how long they can serve in those positions. In other words, fewer schools are putting caps on the number of years a professor can teach, and more professors are in tenure-eligible positions.

While the numbers in each of these categories show a gradual, across-the-board movement over the past three years, one category shows a far larger — and strikingly rapid — change. The number of tenure-eligible program directors has risen from 44 to 69, or from 24% to 36%. That's a 50% increase over three years. And the number of directors who no longer have 405(c) long-term-contract status has fallen by the same number, percentage, and rate. (At a small handful of schools, a tenured director was replaced by a director with lower status, but that change was balanced by other schools' upgrading their directors' status.) In only three years' time, about two dozen law schools have upgraded their program directors from 405(c) equivalent positions (or lesser status) to tenure-eligible positions.

There are two likely reasons for this change. First, a school's faculty might realize that an incumbent director is performing all the duties of a traditional faculty member (scholarship, teaching, and service) and the status distinctions no longer make sense. Second, competitive pressures in the job market and the geographic mobility of directors might force schools to upgrade positions to attract or retain qualified directors.

Nine of the schools on our chart have only provisional ABA accreditation or are still in the process of applying for it. Five of them did not exist during the 1999–2000 academic year, at the time of the first survey. Only one of these new schools places a cap on the

number of years that a legal-writing professor may teach. All of these newer schools staff their programs with full-time writing professors or with a tenure-track director overseeing adjuncts.

As noted, the new chart shows whether the legal-writing directors and full-time professors may vote in faculty meetings, and it reports on the extent of the franchise. Information about faculty voting privileges was obtained from 89% of the schools in the chart. At 61% of them, the director may vote on all matters or on all matters except promotion and tenure. At 37% of the schools reporting, all the legal-writing professors enjoy such broad voting privileges. But at almost half the schools, 49%, the professors cannot vote at all. Finally, at 21% of the schools reporting, neither the director nor the other legal-writing professors can vote. At these schools, faculty decision-making and self-governance occurs without a vote from any legal-writing professor. The situation hits bottom at 3 schools, where the full-time writing professors are not even permitted to attend faculty meetings. Presumably, at the 35 schools that rely primarily on adjuncts to teach legal writing, the adjuncts also do not attend faculty meetings.

At 30 schools, the program is “directorless.” Twenty-five of those directorless programs are at schools with full-time writing professors, and the remaining five are at schools where the doctrinal faculty teach legal writing. This directorless structure is not necessarily a bad sign. It may suggest that the writing professors at most of these schools have a degree of autonomy, reflecting their heightened status and job security. Like the law professors teaching any other subject, they are trusted to not need a director. No law school has a “Director of Torts” or a “Director of Constitutional Law.” Not having a “Director of Legal Writing” suggests that the writing courses at most of these schools have evolved to a status equivalent to the other courses.

Trends and Explanations

What does all this mean? In general, law schools in the United States are continuing to commit more resources to their legal-writing programs, and law faculties are more inclined to regard writing professors as peers.

The schools that have removed caps on contracts have made a commitment to fostering the professional development of the faculty and to improving the quality of teaching for their students. Contract caps for any faculty members are shortsighted and self-defeating, with no benefit to the school except for saving a few dollars. When a legal-writing professor leaves after filling a job for two or three years, the school brings in a novice teacher earning a beginner's salary. While a school may indeed save some dollars, these faculty salaries are usually extraordinarily low anyway.¹⁷ That small financial savings is more than overbalanced by the drop, to a barely adequate level, in the quality of the students' education.¹⁸ And there

¹⁷ Levine & Stanchi, *Wages*, *supra* note 8, at 577 (“[N]ationwide LRW faculty were paid . . . fifty-seven percent of the median salary paid to assistant, tenure-track professors of doctrinal subjects . . . [,] fifty-one percent of the average median salary paid to associate professors . . . [and] forty percent of the average median salary paid to full professors”); 2002 ALWD/LWI Survey Report, Question 74, at <http://www.alwd.org> (last visited Feb. 14, 2004) (reporting the average salary for new entry-level legal-writing professors at \$42,843); 2001 ALWD/LWI Survey Report, Question 74, at <http://www.alwd.org> (last visited Feb. 14, 2004) (reporting the average salary for new entry-level legal-writing professors at \$40,325).

¹⁸ *E.g.*, Association of Legal Writing Directors and the Legal Writing Institute, Quality Legal Writing Instruction and ABA Accreditation Standard 405: Report and Recommendations 17 (Jan. 21, 2000), at www.alwd.org [ALWD/LWI Report] (“If one wanted to design failure into education, an employment cap — which disposes of faculty as soon as they have learned to teach well — is an excellent foundation.”).

are other recurring transaction costs for advertising job openings,¹⁹ interviewing candidates,²⁰ hiring new employees, and training them.²¹

Few teachers would dispute the assertion that anyone needs three years to begin the process of becoming a capable teacher. Any new professor spends the first two years learning the rudiments.²² A teacher who is in the terminal year of a capped position has less interest in teaching because finding the next job takes priority over the students. Then the teacher leaves, and the cycle begins again with another novice teacher. Schools rationalize this process in several ways,²³ such as using the title “Fellow” for capped positions, but the actual primary and secondary rationales derive from barely

¹⁹ E.g., RALPH L. BRILL ET AL., ABA COMMUNICATIONS SKILLS COMM., SOURCEBOOK ON LEGAL WRITING PROGRAMS 99–100 (1997) (describing an effective process for recruiting legal-writing professors); Jan M. Levine, *Leveling the Hill of Sisyphus: Becoming a Professor of Legal Writing*, 26 FLA. ST. U. L. REV. 1067, 1094–1101 (1999) (decoding in detail advertisements for legal-writing positions).

²⁰ E.g., BRILL ET AL., *supra* note 19, at 100–01 (describing an effective interviewing process for screening candidates); Levine, *supra* note 19, at 1111–12 (describing the ideal interviewing process that candidates should seek).

²¹ E.g., BRILL ET AL., *supra* note 19, at 101–04 (describing content and methods for training new legal-writing professors).

²² *Id.* at 74–75; ALWD/LWI Report, *supra* note 18, at 17 (“Teaching expertise develops over time. In any subject, very few teachers are fully effective in their first or second year of teaching, and sustained superb levels of teaching are not usually reached before the third or fourth year.”).

²³ See Maureen J. Arrigo, *Hierarchy Maintained: Status and Gender Issues in Legal Writing Programs*, 70 TEMP. L. REV. 117, 155–72 (1997) (detailing “the asserted justifications for low status and pay” of legal-writing professors); Mary Beth Beazley, “Riddikulus!”: *Tenure-Track Legal-Writing Faculty and the Boggart in the Wardrobe*, 7 SCRIBES J. LEGAL WRITING 79 (1998–2000) (describing reasons that law schools articulate for not giving legal-writing professors terms of employment akin to those of tenure-track hires).

concealed gender discrimination²⁴ and an inexcusable faculty disdain for the hands-on practice of law.²⁵

Nonetheless, it bears repeating that schools are committing greater resources to teaching legal writing. Fewer schools rely on doctrinal faculty, adjuncts, and students, and even Harvard Law

²⁴ ABA COMM'N ON WOMEN IN THE PROFESSION, *ELUSIVE EQUALITY: THE EXPERIENCES OF WOMEN IN LEGAL EDUCATION* 33 (1996); Arrigo, *supra* note 23, at 186 (challenging law schools “to eliminate overt and covert discrimination” of women among law-school faculties); Jo Anne Durako, *Second-Class Citizens in the Pink Ghetto: Gender Bias in Legal Writing*, 50 J. LEGAL EDUC. 562, 562–63 (2000) (“The two most recent national surveys of writing programs found that although women made up 70 percent of the legal writing field and of its directors, law schools paid women directors about 80 percent of male directors’ salaries.”); Jo Anne Durako, *Stop the Presses: Gender-Based Differences Discovered in the Legal-Writing Profession*, 7 SCRIBES J. LEGAL WRITING 87, 87 (1998–2000) (noting that “[w]omen directors have lower salaries, less prestige, and less job security than their male counterparts”); Jo Anne Durako, *A Woman’s Place: Employment Patterns in Legal Writing*, 6 EMPLOYEE RIGHTS & EMP. POL’Y J. 134, 138–39 (2002) (citing wage-disparity data for male and female legal-writing directors); Pamela Edwards, *Teaching Legal Writing as Women’s Work: Life on the Fringes of the Academy*, 4 CARDOZO WOMEN’S L.J. 75, 77 (1997) (“More disturbing [than the high turnover rate of female legal-writing teachers], however, are indications that ‘some law schools “track” women into lower status legal writing jobs rather than into classroom or clinical work, pay them less than they are worth, and then let them go.’”) (quoting Richard H. Chused, *The Hiring and Retention of Minorities and Women on American Law School Faculties*, 137 U. PA. L. REV. 537, 554 (1988)); Levine & Stanchi, *Wages*, *supra* note 8, at 578 (“Our data leaves no question that there are two tracks in legal academia: one low-salary, low-status track composed overwhelmingly of women and one higher salary, tenure-track composed overwhelmingly of men.”); Richard K. Neumann, Jr., *Women in Legal Education: What the Statistics Show*, 50 J. LEGAL EDUC. 313, 347 (2000) (“Legal writing is overwhelmingly female, and it holds the lowest status of any field of law school teaching.”); Hope Viner Samborn, *Legal Writing Instruction: The Pink Ghetto of Academe*, PERSP., FOR & ABOUT WOMEN LAWYERS, Spring–Summer 2001, at 8; Stanchi & Levine, *Secrets*, *supra* note 8, at 3–11.

²⁵ ABA TASK FORCE ON LAW SCHOOLS AND THE PROFESSION: *NARROWING THE GAP, LEGAL EDUCATION AND PROFESSIONAL DEVELOPMENT — AN EDUCATIONAL CONTINUUM* 4 (1992) (arguing against the traditional law-faculty view that “[w]e teach [students] how to think, we’re not trade schools, we’re centers of scholarship and learning, practice is best taught by practitioners”).

School has made a change along these lines.²⁶ The growth in tenure-eligible or Standard 405(c) equivalent positions is equally good news. Schools that switch to full-time writing professors from another model have committed additional resources in the form of office space, computer equipment, clerical support staff, and other related expenses. The labor-intensive job of teaching legal writing²⁷ requires a low student–faculty ratio,²⁸ and any school that changes the professors’ status and salaries is likely to be upgrading half a dozen jobs — a significant financial commitment.

Schools that do commit the necessary resources receive a significant return on their investment. Writing professionals dedicate their careers to the future quality of legal writing. They gain experience and expertise in teaching legal writing. They discover new and better ways to teach this key lawyering skill. They write textbooks and scholarly articles²⁹ and even an acclaimed new legal-

²⁶ See Patrick J. Schiltz, *Legal Ethics in Decline: The Elite Law Firm, the Elite Law School, and the Moral Formation of the Novice Attorney*, 82 MINN. L. REV. 705, 760 (1998) (“If it is indeed true that as Harvard goes so goes the academy, then a close examination of the Harvard Law School faculty should provide particular insight into the future of legal education.”).

²⁷ See Levine, *supra* note 19, at 1081 n.50 (“Every single article about legal writing programs and faculty — regardless of any other point the authors make — reports on the overwhelming physical and mental demands of the teaching involved”); Susan P. Liemer, *The Quest for Scholarship: The Legal Writing Professor’s Paradox*, 80 OR. L. REV. 1007, 1015 (2001) (“During the academic year, in addition to time spent preparing for class and actually teaching in the classroom, a typical LRW professor invests up to an extra hour *per student* each week providing individualized feedback and instruction.”) (citing Jan M. Levine, *From the Podium*, THE SCRIVENER (Scribes — The Am. Soc’y of Writers on Legal Subjects), Summer 2001, at 2).

²⁸ See BRILL ET AL., *supra* note 19, at 62 (recommending “no more than 40 to 45 students” for each full-time writing professor).

²⁹ See, e.g., BRILL ET AL., *supra* note 19, at 149–74 (providing a bibliography of writing about legal-writing instruction); Donald J. Dunn, *Legal Research and Writing Resources: Recent Publications*, PERSP.: TEACHING LEGAL RES. & WRITING (1992–2003) (listing new articles in a quarterly column); George D. Gopen & Kary D.

citation manual.³⁰ They participate in professional conferences in their field and related fields, to share ideas on improving the next generation of legal writing.³¹ They teach other courses at the law school, work on faculty committees, and provide service to the bench and bar. Of course, they are able to better train tomorrow's attorneys, judges, and legislators.³²

Indeed, the most encouraging news to come out of our updated data is the number of schools that have made a new commitment of resources to have a tenure-eligible full-time professional directing their programs. Each of these schools now has a permanent faculty member who can speak with knowledge and power about legal writing's place in the curriculum. As legal-writing directors become more and more accepted as no different from the rest of the tenured faculty, their writing programs can gain further respect and additional resources. Often, the first step toward having all the legal-writing professors in secure, productive positions is having the director in one. So we are optimistic that having more tenure-eligible directors will, over time, result in more tenure-eligible professors.

As for voting rights, the situation is far better than in past decades, when it was rare for any writing professor to have faculty

Smout, *Legal Writing, A Bibliography*, 1 LEGAL WRITING 93 (1991); Terry Pollman & Linda Edwards, *Scholarship Project: Publications by Teachers of Legal Writing and Rhetoric*, at www.legalwritingscholarship.org (last visited Feb. 14, 2004).

³⁰ ASSOCIATION OF LEGAL WRITING DIRECTORS & DARBY DICKERSON, *ALWD CITATION MANUAL: A PROFESSIONAL SYSTEM OF CITATION* (2d ed. 2003).

³¹ See, e.g., Association of Legal Writing Directors, 2003 Conference Registration Information, at <http://www.alwd.org>; Legal Writing Institute, 2002 Conference Bibliographies, at <http://www.lwionline.org> (last visited Feb. 14, 2004); Colloquium on Legal Discourse, Program Brochures (1998, 2000, 2003) (copies on file with the authors).

³² BRILL ET AL., *supra* note 19, at 74–75 (“Students benefit most by learning from experienced teachers who feel invested in the writing program and are committed to excellence in teaching legal writing.”).

voting rights. (Never mind that the ABA Standards consider participation in faculty self-governance to be one of the critical roles of a full-time faculty member, along with teaching, service, and scholarship.³³) Still, as noted earlier, legal-writing professors are able to vote at only about half the schools. At about a fifth of the schools, even the director has no vote.

Some schools permit legal-writing faculty to attend faculty meetings but prohibit them from speaking! They often sit through the meetings just to stay informed about what is happening at the school. And when the discussion is over and the vote called, it is painfully obvious that most of the silent nonvoters in the room are women.³⁴

Worse still, a few schools prohibit legal-writing professors from attending faculty meetings at all. In those schools, changes as mundane as a shift in the academic calendar or as profound as a new first-year curriculum can take place without the writing professors' input or even their knowledge. They are relegated to a status lower than nonteaching administrators and student representatives, who can routinely attend and speak at faculty meetings.³⁵

When professors do not receive the full respect and privileges afforded other faculty members, it is unlikely that their course or subject will either. Perhaps such distinctions are based on the false beliefs that anyone could teach the course, or that the teachers have nothing to say worth listening to, or that the course they teach

³³ ABA Standards, *supra* note 5, at Standard 402.

³⁴ See Neumann, *supra* note 24, at 346 ("The line between the conventional tenure track and lesser forms of faculty employment has become a line of gender segregation.").

³⁵ See, e.g., Kent D. Syverud, *The Caste System and Best Practices in Legal Education*, ERASING LINES: INTEGRATING THE LAW SCHOOL CURRICULUM, 2001 J. ASS'N LEGAL WRITING DIRECTORS 12, 15 (noting that legal-writing faculty are a "lower caste" in American law schools).

should not even exist.³⁶ These attitudes spill over into other areas and are often communicated to students, further demeaning the legal-writing professors.³⁷

The Future and a Proposal

Our prediction that the professionalization of legal-writing teaching will continue is tempered by our understanding of the effort it has taken at many schools to achieve the professors' current status — and of the toll it has taken on those who have made the effort. Many professors have had to move to other schools to obtain better writing positions, uprooting their families in the process, or have simply left the field to successors who might pursue fairer treatment. Legal-writing professionals have had to spend a good deal of time on faculty politics to make change happen, time that could otherwise have been spent on teaching and scholarship. But as people have fought and won these status-related battles, it is no surprise that the quality of legal-writing teaching, along with the quality and quantity of legal-writing scholarship, has risen considerably.

As for caps on the length of employment, while they are steadily vanishing, they remain the single most counterproductive aspect of

³⁶ Stanchi & Levine, *Secrets*, *supra* note 8, at 6 n.13 (“Some faculty members may fear that more resources for legal writing mean fewer resources for them. Henry Kissinger is often quoted as saying that academic politics are so savage because there is so little at stake.”).

³⁷ See Arrigo, *supra* note 23, at 186 (“[L]aw students are being taught by example, starting in their first year of law school, that people who work most intensively with others — who take time to listen and respond individually to others' concerns — are the people without influence and without peer respect.”).

staffing writing programs. The ABA could end this practice quickly by amending the accreditation standards to prohibit these caps, but it has not yet chosen to do so, preferring to let schools make decisions without interference. This disingenuous “free-market” policy ignores the prevalence of gender-based discrimination,³⁸ the critical importance of writing instruction,³⁹ and the fundamental unfairness of third-class treatment afforded to teachers of one particular subject.⁴⁰ Ironically, the only specific subjects required by

³⁸ *Id.* at 186–87 (arguing that “[i]f any employers have an ethical obligation to rise above mere capitalistic ‘maximization of utility’ . . . and, instead, base employment decisions on a sense of distributive gender justice, it ought to be the very institutions in which men and women are being trained to identify and combat injustice”); Stanchi & Levine, *Secrets*, *supra* note 8, at 9 n.32 (“If the law of gender discrimination and equal protection jurisprudence tell us anything, it is that when we see conditions, like the one in the legal academy, that create a clear gender disparity in salary and status, that is a classification that requires the creator of the situation to account for its legitimacy. . . . [C]ircumstances where women lawyers are paid less and have less job security than male lawyers within the same institution [are] suspect.”).

³⁹ See Liemer, *supra* note 27, at 1023 (“The terms of employment of typical LRW jobs disserve the bench, the bar, and the public . . .”); Stanchi & Levine, *Secrets*, *supra* note 8, at 5 (“Virtually all lawyers and judges acknowledge that legal writing is the single most important course in law school and agree that this course provides the fundamental underpinnings of law practice.”).

⁴⁰ See Peter Brandon Bayer, *A Plea for Rationality and Decency: The Disparate Treatment of Legal Writing Faculties as a Violation of Both Equal Protection and Professional Ethics*, 39 DUQ. L. REV. 329, 353 (2001) (“[M]ost law schools impose on legal writing professors a wide assortment of conditions distinctly and deliberately less desirable than those enjoyed by other full-time law teachers.”); Jenny B. Davis, *Writing Wrongs*, 87 A.B.A. J. 24, 24 (2001) (reporting that “[l]egal writing instructors have long been considered the stepchildren of law school faculties”); Melissa Marlow-Shafer, *Student Evaluation of Teacher Performance and the “Legal Writing Pathology”: Diagnosis Confirmed*, 5 N.Y. CITY L. REV. 115 (2002) (analyzing the effect that course content has on lower student evaluations for legal-writing professors as compared to evaluations of doctrinal faculty).

the ABA standards are training in legal research and a “rigorous” legal-writing experience in the first year and a later year.⁴¹

Historically, legal-writing positions arose in the 1950s and were seen by some schools as stepping-stones to “real” tenure-eligible positions that involved doctrinal teaching.⁴² Writing positions no longer serve that purpose, even if they ever did.⁴³ Yet many schools retain caps on contracts in the misguided (or perhaps self-serving) belief that their programs are “fellowships.” Although we do not propose outlawing short-term fellowship programs, schools should be required to provide a quid pro quo to those employed in such low-pay, low-status, short-term positions.

First, the ABA Standards should be amended to require minimal conditions of employment and professional support for all persons teaching these fundamental, required courses. The Standards should require that schools grant to the director, at a minimum, the status most prevalent in the marketplace, that which Standard 405(c) requires for clinical professors: a long-term contract and a comparable role in faculty governance.⁴⁴ This is crucial when the school uses upper-division students or adjunct faculty to provide most of the

⁴¹ ABA Standards, *supra* note 5, at Standard 302 (“(a) All students in a J.D. program shall receive: (1) instruction in the substantive law, values and skills (including legal analysis and reasoning, legal research, problem solving and oral and written communication) generally regarded as necessary to effective and responsible participation in the legal profession; and (2) substantial legal writing instruction, including at least one rigorous writing experience in the first year and at least one additional rigorous writing experience after the first year.”).

⁴² Levine & Stanchi, *Wages*, *supra* note 8, at 554 (citing Donald B. King, *A Survey Dealing with Legal Research and Writing Instructors*, 11 J. LEGAL EDUC. 406, 409 (1959)).

⁴³ Chused, *supra* note 24, at 553 (“These positions create a track into ‘regular’ teaching slots for a very small number of people . . .”).

⁴⁴ ABA Standards, *supra* note 5, at Standard 405(c).

legal-writing instruction. To do otherwise is to intrinsically limit the quality of instruction.

Second, the Standards should permit capped short-term positions only when the arrangement does not intrinsically exploit the women and men employed and serves the educational needs of students and the profession. Law schools could easily be required to show that persons in such positions, often titled “fellows,” receive one or more of the traditional indicia and rewards of those positions: an opportunity to obtain an advanced law degree in an ABA-approved program, a teaching load that allows time for scholarly research and writing, financial and other logistical support for scholarship (such as research assistants and summer grants), the opportunity to teach a doctrinal course in addition to legal writing, and guidance from a committed career writing professor who has full faculty status and serves as a program director.

Finally, a school adopting such a fellowship program should be required to prove to the ABA that a significant percentage of fellows actually obtain tenure-eligible teaching jobs within a year or two of departure. While only a few of the elite “producer” schools may be able to meet that criterion,⁴⁵ those very schools are the most likely to oppose an outright ban on caps. Among the diminishing number of schools that still cap the years for a legal-writing position are Chicago, Columbia, New York University, and Stanford. We are suggesting that the schools best able to afford high-quality instruction should not shortchange their students and should not abuse the persons willing to teach their legal-writing courses.

⁴⁵ See Donna Fossum, *Law Professors: A Profile of the Teaching Branch of the Legal Profession*, 1980 AM. B. FOUND. RES. J. 501, 507 (reporting that in 1975–1976 almost 60% of all law professors received their J.D. or LL.M. degree from 20 elite law schools); Levine, *supra* note 4, at 540 (reporting that the statistics on “producer” schools were nearly identical in 1988–1989).

In the meantime, we are optimistic that enlightened faculty attitudes toward legal writing will continue to spread, student demand for truly professional training will continue to grow, and the example set by many schools will continue to erode detrimental practices.

The readers of the *Scribes Journal* share a keen interest in legal writing and often in these pages share concerns about legal writing in the academy and the profession. The earlier versions of the chart we are publishing today have provided support and ammunition to legal-writing professors who are fighting to improve the state of affairs. We hope other members of *Scribes* will join in the fight. Please offer whatever assistance is possible. Talk to the dean at your local law school about your concerns and about its legal-writing program. Endow a chair in legal writing at your alma mater. Or whenever lawyers, judges, or legal educators gather, simply voice your support for strong legal-writing programs and professional instruction.

LRW Program Design and Faculty Status 2002–2003 Academic Year

The original version of this chart, with a full explanation, can be found in Jan M. Levine, *Legal Research and Writing: What Schools Are Doing, and Who Is Doing the Teaching*, 7 *Scribes J. Legal Writing* 51 (1998–2000). The latest version of the chart, along with the data on voting rights, can be found at <http://www.alwd.org>, the website of the Association of Legal Writing Directors.

Hybrid programs are listed in the “Full-Time LRW Professors” category if the program employs a program director (or co-directors) and two or more additional full-time professors of legal writing. The numbers of instructional staff are listed if that information was available. In the voting-rights entries for directors and full-time professors, “app’ts” refers to faculty appointments, “P” refers to promotion, and “T” refers to tenure. Tenured faculty can vote on all matters. Tenure-track faculty can vote on all matters, except that they cannot vote on promotion until they achieve the same rank they are voting on. Adjuncts and students are presumed to not have voting rights.

An asterisk by a school’s name indicates that at least one legal-writing professor — often the director — is on tenure track. But a school is so designated only if the professor was hired and tenured as a writing professor. Two asterisks indicate that all or almost all the writing professors are on tenure track.

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(A final note: to make the published data as current as possible, the authors have written a postscript that follows the chart on page 162.)

Full-Time LRW Faculty: Uncapped Contract, Tenured, or Tenure-Track (116/190)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Alabama	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
Albany Union	405(c) contract [vote on all matters except app'ts and P&T]	full-time professors	405(c) contract [vote on all matters except app'ts and P&T]
Arizona State*	tenured (clinical) [vote on all matters]	full-time professors	tenure-track (clinical) (1); others are uncapped contract but can apply after 2 years [tenure-track faculty can vote on all matters]
Arkansas (Fayetteville)*	tenured [vote on all matters]	full-time professors	uncapped contract [vote only on hiring of new LRW and clinical faculty]
Arkansas (Little Rock)**	directorless	full-time professors	tenure-track [vote on all matters]
Ave Maria	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Barry**	directorless	full-time professors	tenure-track [vote on all matters]
Baylor**	directorless	full-time professors (3) (teaching LRW and doctrinal courses)	tenured (2) and tenure-track (1)
Boston College	405(c) contract [vote on all matters except P&T, app'ts of tenure-track faculty, and status of 405(c) contract faculty]	full-time professors	405(c) contract [vote on all matters except P&T, app'ts of tenure-track faculty, and status of 405(c) contract faculty]
Brigham Young*	tenured (librarian) [no vote, but di- rector can at- tend meetings]	full-time professors (6 half-time)	uncapped contract (half- time faculty) [no vote]
Brooklyn*	tenured [vote on all matters]	full-time professors	405(c) contract [vote on all matters except P&T]
California (Berkeley)	uncapped contract	full-time professors	uncapped contract

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
California (Los Angeles)	uncapped contract [no vote]	full-time professors	uncapped contract (1-year contract for up to 6 years, then eligible for 3-year contract) [no vote]
California Western	directorless	full-time professors	uncapped contract
Capital	uncapped contract	full-time professors (2) & half-time professors	tenured (2), half-time uncapped contract
Case Western Reserve	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
Catholic Univ.	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
Chicago-Kent (IIT)	uncapped contract (director and associate director) [both vote on all matters except P&T]	full-time professors (10)	uncapped contract (4), capped contract (6) [no vote]
Cincinnati	directorless	full-time professors (3)	uncapped contract [no vote]
Cleveland-Marshall	405(c) contract [vote on all matters except P&T and app't of dean]	full-time professors (7) & adjuncts (2)	405(c) contract [vote on all matters except P&T and app't of dean]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Colorado	tenured (doctrinal)	full-time professors	uncapped contract [no vote]
Cornell	uncapped contract	full-time professors	uncapped contract
Dayton*	tenured [vote on all matters]	full-time professors	405(c) contract [vote on all matters except P&T, retention, and LRW program retention]
Denver*	tenure-track [vote on all matters]	full-time professors	uncapped contract [no vote]
DePaul	405(c) contract	full-time professors	uncapped contract
Detroit-Mercy	405(c) contract [vote on all matters except app'ts and P&T]	full-time professors	405(c) contract [vote on all matters except app'ts and P&T]
Drake	tenured (librarian)	full-time professors	uncapped contract [vote on all matters except app'ts and P&T]
Duke	uncapped contract [vote on all matters except app'ts and P&T]	full-time professors (¾ time, with full-time load)	uncapped contract [no vote and cannot attend faculty meetings]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Duquesne**	tenured [vote on all matters]	tenure-track & adjuncts	tenured & tenure-track [vote on all matters]
Emory	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
Florida	405(c) contract [vote on all matters except app'ts and P&T]	full-time professors	405(c) contract [vote on all matters except app'ts and P&T]
Florida Coastal*	tenure-track [vote on all matters]	full-time professors, adjuncts, plus half-time writing specialist	uncapped contract [no vote]
Florida International*	tenured	full-time professors	uncapped contract
Florida State	directorless	full-time professors	uncapped contract [no vote]
Franklin Pierce*	tenure-track [vote on all matters]	full-time professors (4) (classified part-time, but are not adjuncts)	uncapped contract [no vote]
Georgetown*	tenured [vote on all matters]	full-time professors & students	405(c) contract [after three years, full-time faculty vote on all matters except P&T]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Georgia	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
Georgia State	uncapped contract [vote on all matters except P&T]	full-time professors	uncapped contract [vote on all matters except P&T]
Gonzaga	uncapped contract [vote on all matters]	full-time professors	uncapped contract [vote on all matters]
Hamline	405(c) contract [vote on all matters except P&T]	full-time professors	uncapped contract [no vote]
Harvard	tenured (doctrinal, visitor)	full-time professors & students	uncapped contract [no vote]
Hofstra	directorless	full-time professors	uncapped contract [vote on all matters except hiring and P&T]
Houston	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
Idaho	directorless	full-time professors	uncapped contract [vote on all matters]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Indiana (Bloomington)	405(c) contract [vote on all matters except app'ts and P&T]	full-time professors	405(c) contract [if on long-term 5-year contract, professor can vote on all mat- ters except app'ts and P&T, but no vote un- til that time]
Indiana (Indianapolis)*	405(c) contract [vote on all matters except app'ts and P&T]	full-time professors	uncapped con- tract [no vote]
John Marshall (Chicago)**	tenured [vote on all matters]	full-time professors (9) & adjuncts (50)	tenured & tenure-track [vote on all mat- ters]; assistant director is on uncapped short- term contract [no vote]
Lewis & Clark*	tenure-track [vote on all matters]	full-time professors	uncapped contract
Louisiana State	uncapped con- tract [no vote]	full-time professors	uncapped con- tract [no vote]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Louisville	directorless	full-time professors (3)	tenured (doctrinal) (1) [vote on all matters]; uncapped contract (2) [vote on all matters except P&T]
Loyola (Los Angeles)	405(c) contract [vote on all matters except P&T]	full-time professors	uncapped contract-405(c) contract [vote on all matters except P&T]
Loyola (New Orleans)*	tenured (co-directors) [vote on all matters]	full-time professors (co-directors alone) & students	
Maine	uncapped long-term contract (director); uncapped short-term contract (assistant director)	full-time professors (only director and assistant director)	
Marquette	directorless	full-time professors (5)	uncapped contract [vote on all matters except curriculum, app'ts, and P&T]
McGeorge	uncapped contract [vote on all matters except app'ts and P&T]	full-time professors & adjuncts	uncapped contract [vote on all matters except app'ts and P&T]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Mercer**	directorless	full-time professors (4 and 1 vacancy)	tenured (3) & tenure-track (1) [vote on all matters]
Michigan*	tenured (clinical)	full-time professors	uncapped contract (assistant director is tenure-track (clinical))
Michigan State (Detroit)	uncapped contract [vote on all matters except P&T]	full-time professors	uncapped contract [no vote and cannot attend faculty meetings]
Mississippi College	uncapped contract	full-time professor (1)	uncapped contract [vote on all matters except P&T]
Mississippi, Univ. of	uncapped contract	full-time professors	uncapped contract
Missouri (Columbia)	405(c) contract [vote on all matters except P&T]	full-time professors (2) & adjuncts (1)	405(c) contract [vote on all matters except P&T]
Missouri (Kansas City)	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
Montana	405(c) contract [vote on all matters except app'ts and P&T]	full-time professors	405(c) contract [vote on all matters except app'ts and P&T]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Nevada (Las Vegas)*	tenure-track [vote on all matters]	full-time professors	uncapped contract [vote on all matters except app'ts and P&T]
North Dakota*	tenure-track [vote on all matters]	full-time professor (director alone)	
Northern Illinois	directorless	full-time professors	uncapped contract
Northern Kentucky**	directorless	full-time professors (2) & adjuncts (as assistants for academic support/LRW professor)	tenured (2) [vote on all matters]; academic support professor on contract [no vote]
Northwestern	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
Nova Southeastern	405(c) contract [vote on all matters]	full-time professors	405(c) contract [vote on all matters]
Ohio Northern	uncapped contract	full-time professors	uncapped contract
Oklahoma City	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
Oregon*	tenure-track [vote on all matters]	full-time professors	uncapped contract [vote on all matters except P&T]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Pace**	directorless	full-time professors (LRW is combined with Criminal Law)	tenured & ten- ure-track [vote on all matters]
Pennsylvania State (Dickinson)	uncapped con- tract [vote on all matters ex- cept app'ts, P&T, and by- laws]	full-time professors	uncapped con- tract [vote on all matters except app'ts, P&T, and bylaws]
Pepperdine	uncapped con- tract [vote on all matters ex- cept P&T]	full-time professors	uncapped con- tract [vote on all matters except P&T]
Pittsburgh	uncapped con- tract [vote on all matters ex- cept P&T]	full-time professors	uncapped con- tract [vote on all matters except P&T]
Quinnipiac	tenured (doctrinal)	full-time professors	uncapped con- tract [no vote]
Roger Williams	uncapped con- tract [no vote]	full-time professors	uncapped con- tract [no vote]
Rutgers (Camden)	uncapped con- tract [no vote]	full-time professors	uncapped con- tract [no vote]
Rutgers (Newark)	uncapped con- tract [no vote]	full-time professors (listed as part-time but with full-time workload)	uncapped con- tract [no vote]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
San Francisco*	tenured (in classification) [vote on all matters]	full-time professors (categorized as part-time, but listed as full-time because of teaching loads)	uncapped contract [no vote]
Santa Clara	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
Seattle	uncapped contract [director, assoc. director, and writing specialist vote on all matters except P&T]	full-time professors	uncapped contract [no vote]
South Dakota	uncapped contract [vote on all matters except P&T]	full-time professors (1½)	uncapped contract [vote on all matters except P&T]
South Texas	405(c) contract [vote on all matters except P&T]	full-time professors	405(c) contract [vote on all matters except P&T]
Southern	directorless	full-time professors	uncapped contract
Southern Illinois*	tenure-track [vote on all matters]	full-time professors	uncapped contract [vote on all matters except app'ts and P&T, but can vote on appointment of the dean]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Southwestern**	tenure-track [vote on all matters]	full-time professors (4)	tenured (2 Ph.D.s without J.D.) [vote on all matters]; un- capped contract (2) [vote on all matters except P&T]
St. John's	directorless	full-time professors	405(c) contract [vote on all matters except app'ts and P&T]
St. Louis	uncapped contract	full-time professors	uncapped contract
St. Thomas (Minnesota)**	tenure-track [vote on all matters within the depart- ment (3 law departments), and vote on shared matters with other de- partments]	full-time professors, & adjuncts (3rd se- mester only)	tenure-track [vote on all matters within the department (3 law depart- ments), and vote on shared matters with other depart- ments]
Stetson*	tenured (asso- ciate dean) [vote on all matters]	full-time professors	uncapped con- tract [no vote]
Suffolk	uncapped con- tract [no vote]	full-time professors	uncapped con- tract [no vote]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Syracuse	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
Temple*	tenured [vote on all matters]	full-time professors (4), graduate fellows in LL.M. program (6), writing specialist, & adjuncts (8)	405(c) contract [full-time professors vote on all matters except P&T; graduate fellows can attend meetings but do not vote]
Texas	uncapped contract [no vote]	full-time professors & students	uncapped contract [no vote]
Texas Tech*	tenure-track [vote on all matters]	full-time professors	405(c) contract [vote on all matters except P&T]
Texas Wesleyan*	tenure-track director (clinical)	full-time professors	uncapped contract
Thomas Jefferson**	directorless	full-time professors & adjuncts	tenured & tenure-track [vote on all matters]
Thomas M. Cooley**	tenured [vote on all matters]	full-time professors (8) & adjuncts	tenured & tenure-track [vote on all matters]
Toledo	uncapped contract [vote limited to curricular matters]	full-time professors	uncapped contract [vote limited to curricular matters]
Touro	directorless (coordinator)	full-time professors	uncapped contract

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Tulsa*	405(c) contract [vote on all matters]	full-time professors (4) & adjuncts (2)	tenure-track (1) & 405(c) contract (2) [vote on all matters]
Utah	405(c) contract (co-directors)	full-time professor (1) & nondegree fellowship (1)	uncapped contract [no vote]
Valparaiso**	directorless	full-time professors (3)	tenured (1), tenure-track (1), 405(c) contract (1) [tenured & tenure-track vote on all matters; 405(c) contract professor votes on all matters except P&T]
Vermont*	tenured [vote on all matters]	full-time professors	uncapped contract [vote on all matters except P&T]
Wake Forest	uncapped contract [vote on all matters except P&T]	full-time professors & adjuncts	uncapped contract [vote on all matters except P&T]
Washburn**	directorless	full-time professors (3, plus 1 visitor)	tenure-track [vote on all matters]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Washington, Univ. of*	tenure-track [vote on all matters]	full-time professors	405(c) contract [vote on all matters except tenure]
Washington Univ.	uncapped contract [no vote]	full-time professors	uncapped contract [no vote]
West Virginia	405(c) contract (director is responsible for separate advocacy program) [vote on all matters except P&T]	full-time professors (2 academic support teachers; one directs that program), plus adjuncts for appellate advocacy (3rd semester)	405(c) contract [vote on all matters except P&T]
Western New England	uncapped contract [vote on all matters except P&T, but can be excluded by vote of 60% of tenurial faculty]	full-time professors	uncapped contract [vote on all matters except P&T, but can be excluded by vote of 60% of tenurial faculty]
Whittier	uncapped contract [vote on all matters except P&T]	full-time professors & adjuncts	uncapped contract [no vote]

Full-Time LRW Professors (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Widener (Harrisburg)	uncapped contract [vote on all matters except app'ts and P&T]	full-time professors (2) & adjuncts or visitors	uncapped contract [vote on all matters except app'ts and P&T]
Widener (Wilmington)*	tenured [vote on all matters]	full-time professors	uncapped contract [vote on all matters except app'ts and P&T]
Willamette	directorless	full-time professors	uncapped contract [no vote]
Full-Time LRW Professors: Capped Contract (17/190)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
American*	tenure-track [vote on all matters]	full-time professors (4) & adjuncts (40)	capped (5 years, but further renewal possible if promoted) [no vote, but can attend most faculty meetings]
Buffalo	uncapped contract [no vote]	full-time professors	capped (3 years) [no vote]

Full-Time LRW Professors: Capped Contract (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Chicago	tenured (doctrinal) (chair of faculty committee)	full-time professors (nondegree fellowships)	capped fellowships [no vote]
Columbia	405(c) contract (co-chair of faculty committee with tenured (doctrinal) professor) [vote on all matters except P&T]	graduate fellows in LL.M. and J.S.D. programs (fall) & students (spring appellate advocacy)	capped fellowships [no vote]
Connecticut*	tenured [vote on all matters]	full-time professors	capped [vote on all matters except P&T]
Florida A&M	capped contract [can attend faculty meetings, but voting rights not yet determined]	full-time professors	capped [can attend faculty meetings, but voting rights not yet determined]

Full-Time LRW Professors: Capped Contract (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Golden Gate*	tenure-track co-directors (eligible to apply for con- version) (ap- pellate advo- cacy director is a visitor) [if placed on tenure-track, directors will vote on all matters, but no vote until then]	full-time professors (research & writing), adjuncts (appellate advocacy)	capped [no vote]
Howard	capped con- tract [vote on all matters ex- cept app'ts and P&T]	full-time professors	capped [vote on all matters ex- cept app'ts and P&T]
Illinois	uncapped con- tract [vote on all matters ex- cept P&T]	full-time professors	capped [no vote]
Miami	tenured (doctrinal)	full-time professors (4) & part-time (18)	capped fellow- ships
New York Univ.	uncapped con- tract [no vote]	full-time professors (nondegree fellow- ships)	capped fellow- ships [no vote]

Full-Time LRW Professors: Capped Contract (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Samford*	tenured [vote on all matters]	full-time professors (half-time) & students	capped
San Diego	directorless (rotating coordinator without supervisory responsibility) [no vote]	full-time professors	capped [no vote]
Stanford	directorless (coordination from a senior instructor) [no vote]	full-time professors	capped (fellowships for 1 year, capped at 2 years) [no vote]
Tulane	directorless	full-time professors (nondegree fellowships)	capped (2-year fellowships) [cannot attend faculty meetings, no vote]
Villanova	assistant dean (uncapped contract); director (tenured doctrinal) [assistant dean, no vote; director, votes on all matters]	full-time professors	capped (7 years) [no vote]
Wayne State	uncapped contract	full-time professors	capped

Programs Taught by Adjuncts (35/190)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Arizona*	tenure-track (clinical) [vote on all matters]	doctrinal faculty (1st year, fall semester) & adjuncts (1st year, spring semester & 2nd year, fall semes- ter)	
Baltimore*	tenured (co-director), tenure-track (co-director) [vote on all matters]	adjuncts	
Boston Univ.	uncapped con- tract [vote on all matters ex- cept P&T]	adjuncts	
California (Davis)	uncapped con- tract [no vote]	adjuncts	
California (Hastings)	uncapped con- tract [no vote; can attend meetings but cannot speak]	adjuncts (40-45, dif- ferent group each semester)	
Chapman*	tenure-track	adjuncts	
Creighton	405(c) con- tract	adjuncts	

Programs Taught by Adjuncts (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
District of Columbia*	tenure-track [vote on all matters]	adjuncts	
Faulkner*	tenure-track [vote on all matters]	adjuncts (2)	
Fordham*	tenured	adjuncts	
George Mason	capped contract (co-directors)	co-directors & adjuncts, with student assistants	
George Washington	405(c) contract (director and associate director) [vote on all matters except P&T]	adjuncts	
Kentucky	librarian	adjuncts	
Loyola (Chicago)	405(c) contract [vote on all matters except P&T]	adjuncts	
Memphis*	tenure-track [vote on all matters]	adjuncts	
Minnesota*	tenured (clinical) [vote on all matters]	adjuncts & student TAs	

Programs Taught by Adjuncts (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Nebraska	tenured (doctrinal)	adjuncts	
New England*	tenured	adjuncts	
New York Law School*	tenured (asso- ciate dean); assistant direc- tors (2) on uncapped con- tract [associate dean votes on all matters; no vote for oth- ers]	adjuncts	
North Carolina	uncapped con- tract (director and assistant director) [no vote]	adjuncts	
Oklahoma*	tenured (asso- ciate dean)	adjuncts, students & assistant director	
Regent	tenured (doctrinal)	adjuncts	

Programs Taught by Adjuncts (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Richmond	tenure-track (librarian) (1st-year) & tenured (doctrinal) (2nd-year) [1st-year director votes on all matters except P&T]	adjuncts	
Seton Hall	librarian	adjuncts	
South Carolina*	tenure-track [vote on all matters]	adjuncts	
Southern Methodist	contract (terms unknown)	adjuncts	
St. Mary's*	tenured [vote on all matters]	adjuncts (writing) & students (research)	
St. Thomas (Florida)	uncapped contract (co-directors) [no vote]	adjuncts & full-time professor (1)	uncapped contract [no vote]
Texas Southern	contract (terms unknown)	adjuncts	
Vanderbilt	405(c) contract [vote on all matters except tenure-track app'ts and P&T]	adjuncts (half-time appointments)	

Programs Taught by Adjuncts (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Western State*	tenure-track co-directors [vote on all matters]	adjuncts	
William and Mary	tenured (clinician/vice dean)	adjuncts	
William Mitchell	tenured (doctrinal) co-directors	adjuncts	
Wisconsin	uncapped con- tract [no vote]	adjuncts	
Yeshiva*	tenured	adjuncts	
Programs Taught by Doctrinal Faculty (14/190)			
Appalachian	directorless	full-time professors	tenure-track
City Univ. of New York*	tenure-track [vote on all matters]	doctrinal faculty	
Hawaii	tenured (doctrinal)	doctrinal faculty & adjuncts	
Inter-American	tenured (doctrinal)	doctrinal faculty & adjuncts	
Iowa	directorless	doctrinal faculty	
Kansas	tenured (doctrinal)	no other faculty	

Programs Taught by Doctrinal Faculty (cont'd)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Maryland	405(c) contract	doctrinal faculty & full-time professors (2) (fall) & adjuncts (spring)	405(c) contract
New Mexico	uncapped con- tract [vote on all matters ex- cept P&T]	doctrinal faculty & full-time professor (1)	uncapped contract
North Carolina Central	directorless	doctrinal	
Ohio State*	tenure-track [vote on all matters]	doctrinal faculty	
Tennessee*	tenured [vote on all matters]	doctrinal faculty, adjuncts & students	
Washington and Lee	directorless	doctrinal faculty	
Wyoming	directorless	doctrinal faculty	
Yale	uncapped contract	doctrinal faculty & students	

Programs Taught by Students (5/190)			
School	Director: Status & Voting Rights	Staffing Model	Professors: Contract Type & Voting Rights
Northeastern*	tenured [vote on all matters]	full-time academic-support director and students (24)	academic-support director on long-term contract [vote on all matters except P&T]
Notre Dame*	tenured	students	
Pennsylvania	uncapped contract [no vote]	students	
Southern California	contract (terms unknown) [no vote]	students (planned change to adjuncts for 2003–2004)	
Virginia	uncapped contract (co-directors) [no vote]	students (24)	
Programs with Unknown Design (3/190)			
Campbell	contract (terms unknown)	(unknown)	
Pontifical Catholic of Puerto Rico	(status unknown)	(unknown)	
Univ. of Puerto Rico	(status unknown)	(unknown)	

Postscript

This article was based on data collected in an effort ending in January 2003. But the trends reported did not abate while the article was being written and edited for publication. They are so remarkable that we have added this postscript to report on developments between January 2003 and March 2004.

In October 2003, the Association of Legal Writing Directors and the Legal Writing Institute proposed, to the American Bar Association's Standards Review Committee, changes to the Accreditation Standards. Those changes are consistent with the recommendations on pages 131–132 of this article.⁴⁶ And according to listserv announcements and surveys conducted by the two organizations for their proposal to the ABA,⁴⁷ more law schools have removed the caps on the contracts for their full-time legal-writing professors.⁴⁸ Putting aside a few schools with fellowship programs,⁴⁹ only six

⁴⁶ Association of Legal Writing Directors and the Legal Writing Institute, *Quality Legal Writing Instruction and ABA Accreditation Standard 405: Report and Recommendations to the ABA Standards Review Committee of the ABA Section of Legal Education and Admissions to the Bar* (Oct. 28, 2003), at <http://www.alwd.org>.

⁴⁷ E-mail from Jo Anne Durako, Director of Legal Research and Writing, Rutgers University School of Law, to Jan M. Levine (Feb. 16, 2004) (confirming announcements on DIRCON and LWIONLINE (now LRWPROF-L)) (copies of messages on file with the authors).

⁴⁸ Caps have been removed at American, Florida A&M, Golden Gate, Villanova, and Wayne State.

⁴⁹ Chicago, Columbia, Miami, New York University, Stanford, and Tulane. Temple, which has a hybrid program, has some legal-writing professors who are enrolled in an LL.M. program, but because the other legal-writing positions at the school are uncapped, the school is not counted among this group of six.

schools appear to still retain caps for all or some of those professors.⁵⁰

Furthermore, after January 2003, legal-writing directors were voted tenure at six law schools,⁵¹ another director received clinical tenure,⁵² and a new law school seeking ABA accreditation hired its legal-writing director on the tenure track.⁵³

The days of capped contracts have almost ended, and the ABA Standards should allow them only on the conditions we have proposed.

⁵⁰ Buffalo, Connecticut, Howard, Samford, and San Diego retain caps on all their legal-writing contracts (apart from the director's contract). Some positions at Illinois are capped, while others are uncapped.

⁵¹ American, Brigham Young (converted to regular tenure), Nevada–Las Vegas, Ohio State, Seattle, and Texas Tech.

⁵² Arizona State.

⁵³ Charleston School of Law.

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