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Clinical Legal Education Association

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William R. Rakes, Chair
ABA Section of Legal Education
and Admissions to the Bar
321 N. Clark St.
Chicago, IL 60610-4714

Dear Bill:

We have been informed that the Accreditation Committee has requested the Council to ask the Standards Review Committee to advise it on the proper application of Interpretation 405-6. CLEA joins in the request for a clarification of the Interpretation.

We believe that the Accreditation Committee is wrong in its widely distributed action in allowing Northwestern University to put clinicians on one year contracts that are renewable at the will of the Law School, regardless of the effectiveness of the teacher. Interpretation 405-6, properly read, requires that all long-term contracts for clinical faculty must be five years long and be either presumptively renewable or provide for academic freedom through some arrangement other than a renewable contract. In either case, the contract must be five years in length to be a long-term contract.

Our reading of Interpretation 405-6 is supported by the language of the Standard and Interpretation and by logic and policy. Northwestern's short contracts have been read by the Committee to be long-term contracts. Essentially, under the Committee's ruling, a law school can have one-day, at will contracts that have academic freedom protections; however, this is not consistent with the "form of security of position reasonably similar to tenure" in both Standard 405(c) and Interpretation 405-6.

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We are also of the opinion that the Accreditation Committee's action approving the governance arrangements at Northwestern that do not allow clinical faculty members to vote on anything, not even the hiring of clinical teachers, is wrong and is inconsistent with Interpretation 405-8.

We request that we be allowed to fully participate in the hearings on and consideration of these issues, including submitting a fuller statement of our position on the issues raised.

Thank you for your consideration.

Sincerely yours,

Paulette J. Williams
CLEA President

William R. Rakes

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