MEMORANDUM

To: David A. Brennen, Council Chair

From: The Association of Legal Writing Directors (ALWD), the Legal Writing Institute (LWI), and the Legal Writing, Reasoning, and Research (LWRR) Section of the Association of American Law Schools (AALS)

Date: October 4, 2024

Re: Joint Comment Supporting and Suggesting Revisions to the Council's August 2024 Proposal to Revise Standard 405

As the three largest organizations of legal writing professionals in the United States, with over 2,000 members including writing professors at all ABA-accredited law schools, we thank the Council for its August 2024 proposed revisions to Standard 405. The Council has been a leader in addressing the longstanding status inequities among law school faculty and our organizations appreciate these efforts. We support the Council's current proposal but ask it to consider some revisions before sending the proposal to the House of Delegates for approval.

1) Positive Features of the Council's August 2024 Proposal

We appreciate the Council's continued efforts to provide "reasonably similar to tenure" protection for all full-time law school faculty members. Because our organizations represent the interests of legal writing professors, our initial proposal was limited to improving legal writing faculty status. We have been pleased to see that throughout this process, no comment has been received opposing the proposed elimination of current Standard 405(d) and its Interpretations or otherwise objecting to increased protections for legal writing faculty. Nevertheless, we have consistently argued that security of position and participation in law school governance should not depend on the subjects a faculty member teaches. As such, we applaud the Council's focus on extending Standard 405's protections to other non-tenure-track, full-time faculty members.

Specifically, we support the language in proposed Standard 405(c)(1) that would require schools to "[a]fford all full-time faculty members, other than visiting faculty members or fellows on short-term contracts, tenure or a form of security of position reasonably similar to tenure." This approach effectively balances schools' legitimate needs for administrative flexibility with the much-needed expansion of protections for all post-probationary, full-time faculty members. We also support the proposed revision to the definition of full-time faculty (Definition (9)).

Additionally, we support the language in proposed Standard 405 (c)(1)(ii) that "[f]ull-time faculty members need not all be subject to the same rules regarding tenure and security

of position." As we understand it, that provision was designed, at least in part, to assure schools and faculty members that unitary tenure will not be required for all full-time faculty. This approach will allow schools to continue to use criteria for obtaining security of position that are based on an individual school's values, principles, and culture. It will also allow school-specific criteria to meaningfully reflect the teaching loads and responsibilities of different groups of faculty, such as legal writing faculty, as directed in current Interpretation 405-7 for all clinical faculty.

Finally, we support the approach taken in proposed Standard 405(c)(2) regarding governance rights and generally support proposed Standard 405(c)(3)'s mandates regarding non-compensatory perquisites, although as discussed below, we have some concern about the specific wording of proposed Standard 405(c)(3). Governance and voting rights belong in the Standards, not the Interpretations, and we appreciate the addition of "voting" to the governance rights that must be afforded to full-time faculty with "reasonably similar to tenure" protections.

2) Suggested Revisions to the August Proposal

In our view, three provisions of the August Proposal merit additional consideration and revision. First, proposed Interpretation 405-4 seems inconsistent with the Council's goals, as expressed in the August 15, 2024, Revised Memorandum from the Standards Committee to the Council ("Memorandum"). In addition, proposed Interpretation 405-4 weakens security of position protections currently offered clinical faculty under Standard 405(c). Second, proposed Standard 405(c)(4) will likely cause more confusion than clarity as to what a school must do to comply with Standard 405, especially when read in conjunction with proposed Standard 405(c)(1)(i). Finally, proposed Standard 405(c)(3) will create uncertainty and friction among faculty members given its mandate that certain non-compensatory perquisites must be provided only to select faculty members.

2.1. Proposed Standard 405(c)(1)(i) and proposed Interpretation 405-4 can be read as inconsistent with each other, and taken together, do not sufficiently protect academic freedom and security of position for non-tenure track faculty.

In its Memorandum, the Standards Committee stated several reasons why meaningful security of position is crucial for non-tenure track faculty to become full citizens of the law school community:

- "Tenure or another form of job security is crucial for law professors to maintain academic freedom because it provides protection against external pressures and unjust dismissal."
- "Security of position allows law professors to explore, teach, advocate for social justice, participate in faculty governance, and publish controversial ideas without fear of losing their livelihood."
- "Security of position supports faculty participation in academic governance by providing a form of academic independence that enables all fulltime faculty members to speak openly and truthfully about institutional matters."
- "[T]he academic independence that security of position provides protects the integrity of shared governance between the faculty and the administration by ensuring that voting or speaking on controversial matters will not result in adverse employment action."
- "When faculty members lack security of position, it undermines the quality of legal education and harms law students."
- "Legal writing faculty members without security of position also report concerns about 'staying in their place' and not helping students understand the substantive doctrinal law. These are serious examples of the harm to legal education that results from the lack of security of position for all full-time faculty members who rely on their faculty position for their livelihood."

The security of position protections in proposed Standard (c)(1)(i) address these concerns by providing that after an appropriate probationary period, full-time faculty members must be given an opportunity for "tenure or a form of security reasonably similar to tenure," and specifying that, at a minimum, such faculty members "may be terminated or suffer an adverse material modification to their contract only for good cause. Such good cause determination shall be made only after the full-time faculty member has been afforded due process." (collectively the "Good Cause and Due Process Provisions")

However, reference to "their contract" in proposed Standard 405(c)(1)(i) could be read to mean that the Good Cause and Due Process Provisions would apply only *during the term* of "their [fixed-term] contract," but would <u>not</u> apply to the decision to *renew* that contract. If that were the case, affected non-tenured faculty would be less protected under the current proposal than they would have been under the Council's November 2023 proposed revisions to Standard 405.

A better understanding of proposed Standard 405(c)(1)(i) is that a post-probationary, full-time faculty member is to be granted continuing status at a school under an "evergreen" or self-renewing contract, and the only way for a school to terminate the employment relationship with that faculty member, or cause the faculty member to suffer an adverse material modification to it, is for the school to demonstrate good cause for doing so after

affording the faculty member due process. This approach parallels the way tenure operates at most law schools. We hope that is the intent of the Council in proposing 405(c)(1), but, if so, the proposed wording of 405(c)(1) does not explicitly provide Good Cause and Due Process protections to term-contract renewals. It leaves open the possibility that renewals of fixed-term contracts are entirely at the school's discretion.

The late inclusion of proposed Interpretation 405-4 to the proposal heightened our concerns that proposed Standard 405(c)(1) could be read as providing no renewal protections for those on fixed-term contracts. That proposed Interpretation allows for presumptively renewable five-year contracts to fulfil a school's "reasonably similar to tenure" obligations, and even allows a school to provide lesser protections, presumably including contracts for fewer than five years and contracts without presumptive renewability, under certain conditions.

The idea that five-year contracts would be permitted for post-probationary, full-time law faculty conflicts with the portion of the Memorandum that provides, "Interpretation 405-5 states that law schools should develop criteria for retention, promotion, and security of employment for all full-time faculty members; the prior version of this Interpretation that defined 'long term contract' as one of at least five years that is presumptively renewable or another arrangement to ensure academic freedom has been deleted." Rather than being "deleted," the idea of a presumptively renewable five-year contract has been resurrected in proposed Interpretation 405-4, and even then, whatever protections it supplies have been diluted because such contracts are no longer the minimum that law schools must provide to comply with Standard 405.

More significantly, the reasons and policies supporting the necessity for giving non-tenured faculty security of position, articulated by the Standards Committee in the Memorandum, conflict with the proposal if the Good Cause and Due Process Provisions fail to protect term-contract renewals. If a school can simply wait until an outspoken professor's term-contract expires, and then decide to not renew that faculty member's contract without demonstrated good cause, non-tenured faculty will be reluctant "to explore, teach, advocate for social justice, participate in faculty governance, and publish controversial ideas without fear of losing their livelihood." They will think twice about "speak[ing] openly and truthfully about institutional matters" without fear of reprisal. The promise that, "the academic independence that security of position provides protects the integrity of shared governance between the faculty and the administration by ensuring that voting or speaking on controversial matters will not result in adverse employment action" will ring hollow. Non-tenured faculty will be forced to "stay in their place" if their contracts can be taken from them through "nonrenewal" without a showing of good cause after due process.

The Council's November 2023 proposal to revise Standard 405 would have strengthened renewal protections, but those protections are absent in current proposed Interpretation 405-4. It is not enough that contracts are "presumptively" renewable. While the colloquial meaning of "presumptively" suggests some renewal protection, the term

"presumptively renewable five-year contracts" has been in the Standards for some time, yet true "presumptive" renewability has not been universally adopted. At many schools legal writing professors, even those with "clinical faculty" status, are required to justify the renewal of their term-contracts[1] and many have lost their academic positions for reasons other than performance.[2] The burden should be the other way around. If a school chooses not to renew a post-probationary, faculty member's term-contract, it should have the burden of establishing an acceptable reason for doing so.[3] Post-probationary, non-tenured faculty members should not be required to go through a process analogous to applying for tenure every few years to justify their continuing status at the school, and the Standards should make that clear. The current proposal does not do so.

The easiest way to resolve the renewal issue is to have the Standards specify that post-probationary, full-time faculty members do not have fixed-term contracts, but rather have some form of continuing status, so their contracts automatically renew, subject to the Good Cause and Due Process Provisions. By definition, any time there is a fixed-term contract, that contract will end, and renewal issues will surface.

However, we understand the Council may want to continue its current practice of allowing presumptively renewable five-year contracts to satisfy Standard 405 where they are legally allowed. We are not opposed to that approach so long as affected faculty are provided with meaningful guaranteed protections in the renewal decision. The Council seemed to agree that such protections were necessary in its November 2023 proposed revisions to Standard 405, where proposed Interpretation 405-6 provided that "reappointment at the end of such a [five-year] contract would be presumed and no justification for reappointment by the clinical or legal writing faculty member would be required, absent a good faith and substantial objection to reappointment made to or by the Dean." That language effectively dealt with the renewal issue by requiring schools to demonstrate "a good faith and substantial objection to reappointment" for non-renewal, while still giving the school the flexibility to provide different contract structures for different classes of faculty. A similar approach to modifying proposed Interpretation 405-4 in the current proposal would also accomplish those goals.

---

[1] *See* LWI Professional Status Committee Summary of Response to Query re. Standards for "Presumptively Renewable Contracts under 405(c), https://www.lwionline.org/sites/default/files/Summary%20of%20Responses%20Re%20Renewal%20of%20405(c)%20contracts.pdf.

[2] *See* Kristen Konrad Tiscione, *"Best Practices": A Giant Step Toward Ensuring Compliance with ABA Standard 405(c), A Small Yet Important Step Toward Addressing Gender Discrimination in the Legal Academy,* 66 J. Legal Educ. 566, 569 (2017) (explaining that the Legal Writing Institute is "aware of at least several cases across the country in which legal writing faculty with long-term, presumptively renewable contracts have been terminated without notice, explanation, or an opportunity to be heard.")

[3] Richard K. Neumann Jr., *Academic Freedom, Job Security, and Costs*, 66 J. Legal Educ. 595, 603 (2017). Neumann explains, "if the school's written policy requires 'excellence' in teaching, and if that is the issue, the school must prove that the teacher's teaching is not 'excellent.' If the school cannot prove that but nevertheless fails to renew the contract, the school, as a matter of contract law, is liable for breach of the expiring presumptively renewable contract." *Id*.

Another portion of proposed Interpretation 405-4 concerns us. The second sentence specifically permits a school to offer "*less than* presumptively renewable five-year contracts to full time faculty" to comply with Standard 405, so long as the school can "demonstrate[]" that the lesser contracts and protections "provide the security of position necessary to comply under the Standard." Current Standard 405(c) requires post-probationary "clinical faculty" must be provided, at a minimum, presumptively renewable five-year contracts as a security of position "reasonably similar to tenure." However, those clinical faculty without "tenure" will lose that protection under proposed Interpretation 405-4. They can be offered "less" than presumptively renewable five-year contract protection, so long as a school demonstrates the lesser protections establish "security of position necessary to comply under the Standard."

We understand the Council's concern, expressed in the Memorandum, that a "five-year contract may not be available at all universities," and presumptively renewable contracts may be prohibited at public law schools in some jurisdictions. We agree that the Council should address this problem while revising Standard 405, but the approach taken in the current proposal is problematic. The language of the proposed Interpretation should not explicitly authorize "less" protection than a five-year presumptively renewable contract, and it would make sense to specify any alternative employment structure permitted by the Council should at least equivalently protect security of position when compared with presumptively renewable five-year contracts, and even then only be available to schools who are prohibited from offering presumptively renewable five-year contracts.

Below we suggest alternatives which we believe strike an appropriate balance between faculty protection and school flexibility. These are, of course, not the only ways to revise the proposed Standard, but we wanted to suggest concrete solutions to the concerns we have expressed. Many of the alternatives suggested below can be "mixed and matched."

<u>Alternative One</u>

Delete proposed Interpretation 405-4 from the current proposal and sightly revise proposed Standard(c)(1)(i) to clarify the Good Faith and Due Process provisions also apply to renewal decisions, and that the institution bears the burden of proof to establish "good cause":

> "A form of security of position reasonably similar to tenure" means such security of position as is sufficient to attract and retain a competent faculty and to ensure academic freedom. Providing such security of position requires that, following an appropriate probationary period, a full-time faculty member may be terminated, ~~or~~ suffer an adverse material modification to their contract, or otherwise fail to have their contract renewed, only for good cause as demonstrated by the law school. Such good cause determination shall be made only after the full-time faculty member has been afforded due process.

Alternative Two

Replace proposed Interpretation 405-4 with an Interpretation describing the post-probationary faculty members as having "continuing status" at the institution:

> A post-probationary, full-time faculty member shall have continuing status at the law school such that the faculty member may be terminated, suffer an adverse material modification to their contract, or fail to have their contract renewed, only for good cause as demonstrated by the law school. Such good cause determination shall be made only after the full-time faculty member has been afforded due process.

Alternative 3

Replace proposed Interpretation 405-4 with a provision signaling that the good cause and due process protections of proposed Standard 405(c)(1)(i) are to be applied to the renewal of fixed-term contracts:

> Security of position "reasonably similar to tenure" can be satisfied by fixed term-contracts. However, the requirements that there be no termination or material adverse consequence suffered by the faculty member absent an institution's establishing good cause in accordance with due process, as set forth in Standard 405(c)(1)(i), apply both during the term of such fixed-term contract and to the renewal of the post-probationary, full-time faculty member's subsequent fixed-term contract.

Alternative 4

Revise proposed Interpretation 405-4 to include the protections which were included in proposed Interpretation 405-6 of the Council's November 2023 proposal, including the due process requirement in currently proposed Standard 405(c)(1)(i):

> Security of position "reasonably similar to tenure" ~~is generally~~ can be satisfied by five-year presumptively renewable contracts. For the purposes of this Interpretation, a five-year presumptively renewable contract means a five-year contract whereby renewal of the appointment at the end of such a contract would be presumed and no justification for renewal by the faculty member would be required, absent a good faith and substantial objection to the renewal made to or by the Dean. Determination of the merits of any such objection justifying non-renewal shall be made only after the full-time faculty member has been afforded due process in a system in which the law school bears the burden of proof. If a law school is prohibited from offering five-year presumptively renewable contracts to its faculty, the ~~A~~ law school ~~that provides less than five-year presumptively renewable contracts for full-time faculty members~~ may provide an alternative method to satisfy this Standard for post-probationary, full time faculty. In any adopted alternative method, the school bears the burden of

demonstrating that such method ~~those contracts~~ provides the security of position necessary to comply with this standard, including demonstrating that termination of the faculty member's continuing status at the school is based on good cause after affording the faculty member due process.

2.2 Proposed Standard 405(c)(4) should be revised to make it more consistent with proposed Standard 405(c)(1)(i).

Proposed Standard 405 (c)(4) requires that a "director or supervisor" of some academic programs be afforded the opportunity for meaningful security of position. As we understand it, this proposed Standard would apply to a relatively small subset of academic programs – those that are predominantly staffed by faculty who do not meet the newly proposed test for "full-time faculty." That is, for those academic programs primarily composed of fellows, adjuncts, visitors, or staff, we read the proposed Standard as requiring at least one full-time faculty member with the opportunity for security of position be in a supervisory role and thus able to advocate for the program without fear of employment reprisal.

However, some of our members read proposed Standard (c)(4) as conflicting with proposed Standard (c)(1)(i), or at least causing confusion as to how the two provisions relate. Does a member-school have to grant the opportunity for "tenure, or a form of employment reasonably similar to tenure" to all full-time faculty in a legal writing program (as indicated in proposed Standard (c)(1)(i)), or could it comply with Standard 405 by having **only** a "director or supervisor" of a program be given that opportunity (as perhaps indicated by proposed Standard 405(c)(4)), even if the other individuals teaching in the program also meet the definition of full-time faculty? We believe that the former reading is both the correct one and the one intended by the Council. If that is the case, proposed Standard 405(c) provides a welcome additional protection for those legal writing, and other, programs staffed by non full-time faculty, and does not take away any security of position protections granted under proposed Standard 405(c)(i) to those who are members of a program principally staffed by full-time faculty as defined by Definition (9).

Even with that clarification, we believe the approach of proposed Standard 405(c)(4) is problematic. Some of our members find proposed Standard 405(c)(4) contradicts the Council's general elimination of classes of faculty in Standard 405, as proposed Standard (c)(4) contains a list of specific programs to which it applies: "academic success, bar preparation, field placement, and legal writing programs." In that same vein, some of our members believe a "laundry list" of programs is not the best approach, as any list can never be all-inclusive. A program could exist, or be created, which would not be one of the four programs listed and thus causing confusion whether the program is subject to proposed Standard 405 (c)(1)(i), proposed Standard 405(c)(4), both, or neither.

We again present some drafting alternatives to clarify the application of Standard 405(c)(4):

Alternative 1

Proposed Standard (c)(4) could be revised to clarify it is only intended to apply to programs that are predominantly staffed by faculty members not meeting the definition of full-time faculty under Revised Definition (9):

> Afford at least the director or supervisor of ~~the academic success, bar preparation, field placement, and legal writing~~ any academic program predominantly staffed by non full-time faculty~~,~~ tenure, or a form of security reasonably similar to tenure.

Alternative 2

A new Interpretation could clarify Standard (c)(4) does not apply to programs predominantly staffed by full-time faculty, but instead to ensures all academic programs have at least one faculty member with meaningful security of employment who can advocate for the program, using much of the language the Standards Committee used in the Memorandum:

> Standard (c)(4) is intended to apply only to academic programs predominantly staffed by non full-time faculty. Standard (c)(4) is designed to ensure that decisions on content, curriculum, and/or pedagogy in these programs are made by a faculty member with security of position so that a staff member or faculty member on a short-term contract does not feel their choices on content, curriculum, and/or pedagogy are constrained by their employment status. If a program is predominantly staffed by full-time faculty members, such faculty members should be afforded the opportunity for tenure or a form of security of position reasonably similar to tenure under Standard 405(c)(1)(i).

Alternative 3

Transform proposed Standard 405(c)(4) into an Interpretation of proposed Standard 405(c)(1)(i):

> For those programs not predominantly staffed by full-time faculty, Standard 405(c)(1)(i) can be satisfied by affording the director or supervisor of such programs tenure or a form of security of position reasonably similar to tenure.

2.3. Proposed Standard 405(c)(3) should be revised so that the perquisites required under it are not limited to faculty members who have "***substantial* scholarship responsibilities**."

Proposed Standard 405(c)(3) generally provides that all post-probationary, full-time faculty be offered non-compensatory perquisites consistent with their responsibilities. While we would prefer the wording of proposed Standard 405(c) in the Council's November 2023 proposal, which guaranteed "reasonably similar non-compensatory perquisites" to all full-time faculty, we understand that different perquisites can reasonably be tailored to individual faculty depending on their duties at the school.

However, the second sentence of proposed Standard 405(c)(3) concerns us. It allows schools to limit sabbaticals (and potentially other perquisites) to only those faculty members at the school who have "*substantial* scholarship responsibilities." If a school requires any scholarship of its faculty, it surely must provide the opportunity for such scholarship to be produced. There may be disagreement and confusion over what scholarship responsibilities are "substantial" and which are not, and thus disputes over whether sabbaticals and other perquisites are required under the proposed Standard.

Alternative 1

One way to address this issue is to delete the second sentence of proposed Standard 403(c)(3). The resulting Standard would allow a school to judge whether sabbaticals are necessary for a particular faculty member by viewing more functionally whether scholarship is part of that individual faculty member's "specific faculty responsibilities:"

> Afford all full-time faculty members reasonably similar non-compensatory perquisites consistent with their specific faculty responsibilities. ~~It is not a violation of this Standard for a law school to limit perquisites such as sabbaticals to those full-time faculty members with substantial scholarship responsibilities.~~

Alternative Two

Alternatively, the Council could draft a new Interpretation indicating reasonably similar non-compensatory perquisites should be offered to all full-time faculty with reasonably similar scholarship obligations and responsibilities:

> A law school that requires a full-time faculty member to produce scholarship should provide non-compensatory perquisites and support that is reasonably similar to the non-compensatory prerequisites afforded to all other faculty members with scholarship obligations and responsibilities.

3) Responses to the Various Objections Received to the Council's November 2023 Proposed Revision to Standard 405

In the Memorandum, the Standards Committee has included a summary of the objections to the Council's November 2023 proposed revisions to Standard 405. We appreciate the opportunity to address those issues.

The first objection mentioned was, "mandating employment terms for faculty and staff is not the function of an accreditor. . ." This old argument has been made every time there is a proposal for increased security of employment in the Standards. For example, in 1984, several deans opposed adoption of what is currently Standard 405(c), contending, among other things, that the ABA "should not intrude on the 'autonomy and sense of professional responsibility of the institution being regulated.'"[4] In response, the three active deans on the Council, along with three other Council members, authored a letter sent to every ABA-accredited school, providing:

> Few have ever questioned the relationship of tenure status to quality of legal education when applied to traditional academic faculty. Tenure, or some equivalent status, provides the assurance of academic freedom which has been regarded as essential for a quality faculty. This is no less true for teachers in a professional skills training program. The assurance of academic freedom affects quality in at least two ways: (a) it permits teachers to perform their academic responsibilities in the classroom and in scholarship, without fear of reprisal; and (b) it helps to recruit high-quality faculty since potential teachers of distinction are more likely to be attracted to academic life if they can be assured of permanent status on a law school faculty.[5]

The truths expressed in the Council members' 1984 letter are no less true today. The alleged loss of decanal "autonomy" and financial flexibility resulting from the required tenure policy under current Standard 405(b) has not unduly handicapped law schools and has had the twin benefits of attracting qualified candidates and increasing academic performance. As the Council reasoned in its Memorandum, security of position is an essential component of academic freedom; productivity in academic life, including its impact on student performance; and shared governance. Allowing other full-time faculty members similar security of position protections will have the same effects and is necessary for those same reasons. Mandating security of position is part of the Council's duty to assure quality education for students at American law schools.

The second concern expressed in the Memorandum was, "a requirement to provide security of position to a broader array of full-time faculty may cause law schools to limit hiring

---

[4] Reported in, Peter A. Joy & Robert R. Kuehn, *The Evolution of ABA Standards for Clinical Faculty*, 75 U. TENN. L. REV. 183, 200-201 (2008).

[5] *Id.* at 202-03.

of full-time teaching faculty and shift to hiring part-time/adjunct faculty or fellows to maintain financial flexibility, including in legal writing programs." Given other ABA Standards and the proposal's built-in flexibility, these concerns seem overstated. Standard 303 requires two separate legal writing experiences as part of only three requirements for graduation. A wholesale decrease or replacement of legal writing faculty would lessen the quality of those experiences. Additionally, the ABA's proposal explicitly exempts visitors and fellows from the full-time faculty who must receive security of position under Standard 405, thereby providing schools staffing and financial flexibility in Standard 405 compliance. Further, Standard 403 requires "substantially all of the first one-third of each student's coursework" to be taught by full-time faculty, so legal writing faculty members should continue to fall within the category of full-time faculty who are protected by this proposal. Moreover, with the NextGen Bar looming, the retention of experienced legal writing faculty, who teach the skills tested on the exam, likely will become a priority for schools.

Finally, the Council noted that some objected that increased security of position is "unnecessary due to the academic freedom protections of Standard 208 and other Chapter 4 Standards. . . ." Although the academic freedom policies expressed in new Standard 208 are important, they are not sufficient. As the Standards Committee noted in the Memorandum, "Tenure or another form of job security is crucial for law professors to maintain academic freedom because it provides protection against external pressures and unjust dismissal." Security of position must be joined with a policy of academic freedom to allow "law professors to explore, teach, advocate for social justice, participate in faculty governance, and publish controversial ideas without fear of losing their livelihood." True academic freedom is protected only when meaningful security of position is provided; the concepts are coupled.

In conclusion, we want to thank the Council for its efforts to provide security of position protections and increased voting and governing rights for legal writing and other non-tenure track faculty. We appreciate the courage and hard work such proposals take and applaud the efforts of the Council. Formulating the right approach to effect these goals has raised drafting challenges, and we hope our suggested revisions are useful to the Council. A slightly modified proposal, as suggested above, would make a significant difference to many legal writing and other non-tenure track faculty members across the country, and if adopted, would allow those faculty members to become full citizens at their institutions and would improve their ability to provide the highest quality legal education to their students.