Dear Bucky,

We submit this letter to add our voice to the discussions involving the proposed revisions to Interpretation 405-6. We understand that the Subcommittee on 405-6 met recently and made preliminary recommendations “to improve the clarity of the current interpretation.” Specifically, we write to reiterate our position that Interpretation 405-6 now requires, and should continue to require, that all long-term contracts for clinical faculty must be at least five years in length and presumptively renewable.

We hope that in the end, the subcommittee recommends that 405-6 continue to provide protections to clinical faculty that are “reasonably similar” to tenured and tenure-track faculty. Moreover, this presumption should not be linked to the additional protection of academic freedom, as both of the proposed revisions suggests. Indeed, academic freedom is a separate right under 405-b, one that protects all clinical teachers, regardless of status.

CLEA is concerned that changing the Interpretation in a way that makes presumptively renewable contracts a mere example of one way to protect academic freedom will strip away protections currently afforded long-term clinical faculty. Academic freedom is simply not a sufficient protection against the danger of non-renewal. Such a vague standard will lead us all back to where we are now: Having schools parse language in Interpretation 405-6 in ways that marginalize clinical faculty, and recreating the hierarchal class systems that the interpretation was designed to eliminate.

We ask the subcommittee to consider, when issuing its final recommendations, the historical backdrop that led to Interpretation 405-6. We also ask the subcommittee to consider the ways in which schools, despite the protections of this interpretation, continue to marginalize all clinical faculty, including those they assert to be on long-term contracts.
In the end, we hope that Interpretation 405-6 can finally fulfill its purpose, which is to provide clinical faculty “[a] form of security of position reasonably similar to tenure.” At a minimum, this requires that long-term contracts must be presumptively renewable, and therefore can only be terminated “for cause.”

Please find enclosed CLEA’s Statement on the Recommendations of the Accreditation Policy Task Force on the Security of Position of Clinical Teachers, dated August 6, 2007; CLEA’s letter to the ABA Section of Legal Education and Admissions to the Bar, dated May 1, 2007; CLEA’s letter to the ABA Section of Legal Education and Admissions to the Bar, dated March 5, 2007; and CLEA’s Memorandum to the Council on Legal Education and Admissions to the Bar, dated June 16, 2005. These documents illustrate CLEA’s position on this issue, both when Interpretation 405-6 was being drafted, and when it was being applied.

We thank the Subcommittee on Interpretation 405-6 for its continued work on these vital issues.

Sincerely,

Michael Pinard
CLEA Vice-President