

Legal Research and Writing: What Schools Are Doing, and Who Is Doing the Teaching

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To paraphrase an old aphorism, legal writing is like the weather: everyone complains about it, but few do anything about it. Like meteorologists, however, we may finally be gaining some understanding about why things are the way they are.

The readers of this journal do not need yet another litany of citations to articles bemoaning the state of writing by the members of the legal profession; instead, we need to know why it is so bad and what can be done about it. Although the profession has acknowledged that legal writing “can be taught effectively in law school,”¹ many schools do not offer their students optimal legal-writing programs. Recently, the Communication Skills Committee of the Section of Legal Education and Admissions to the Bar summarized the problem:

The primary reason why legal research and writing instruction has not met the needs of the profession is that at many schools the subjects are not taught by professional teachers. At some schools, substantial responsibility for teaching research and writing has been assigned to upper-division students or part-time faculty. At other schools, full-time teachers of legal writing have heard the call and demonstrated the commitment to professional instruction, but have not been granted the security to serve their students well or make their careers in teaching. This situation has hurt the profession for far too long. Students, the bar, and the public are badly served by the way legal writing and research are taught in law schools.²

¹ RALPH L. BRILLET AL., SOURCEBOOK ON LEGAL WRITING PROGRAMS 1 (1997) (citing Bryant Garth & Joanne Martin, *Law Schools and the Construction of Competence*, 43 J. LEGAL EDUC. 469 (1993)).

² Memorandum from the Communication Skills Committee, Section of Legal Education and Admissions to the Bar, to the Standards Review Committee, Section of Legal Education and Admissions to the Bar (Jan. 12, 1999) (on file with the author), reprinted in *Words from the Podium*, SCRIVENER (Scribes — Am. Soc’y of Writers on Legal Subjects, Fayetteville, Ark.), Winter 1999, at 2.

This article shows who is teaching legal writing at the turn of the century, and which law schools have programs that reflect either sound investment in the writing abilities of future lawyers or shortsighted penury.

A Brief Description of Prior Surveys

The first major published report of a national survey of legal-writing programs appeared in 1973.³ It was nearly ten years before a second national survey on legal writing appeared.⁴ It took another decade before the Legal Writing Institute (LWI) began conducting regular surveys in an effort to get a better picture of legal-writing programs in American law schools. LWI conducted national surveys in 1990,⁵ 1992, and 1994.⁶ In 1997, the Association of Legal Writing Directors (ALWD) conducted a more focused survey of directors of writing programs.⁷ Follow-up surveys addressing broad issues and concerns were jointly sponsored by ALWD and LWI in 1998⁸ and 1999.⁹

Although these and other surveys¹⁰ produced valuable information, the collected data have been summarized only in the aggregate: generic

³ Marjorie Dick Rombauer, *First-Year Legal Research and Writing: Then and Now*, 25 J. LEGAL EDUC. 538 (1973) (reporting on questionnaires distributed in 1970).

⁴ Anita L. Morse, *Research, Writing, and Advocacy in the Law School Curriculum*, 75 LAW LIBR. J. 232 (1982).

⁵ Jill J. Ramsfield, *Legal Writing in the Twenty-First Century: The First Images*, 1 LEGAL WRITING 123 (1991).

⁶ Jill J. Ramsfield, *Legal Writing in the Twenty-First Century: A Sharper Image*, 2 LEGAL WRITING 1 (1996) (*A Sharper Image*) (comparing the results of the three surveys conducted in 1990, 1992, and 1994 under the auspices of the Legal Writing Institute).

⁷ Association of Legal Writing Directors, *1997 Survey Results* (conducted by Louis J. Sirico, Jr.) (copy on file with the author).

⁸ Association of Legal Writing Directors & Legal Writing Institute, *1998 Survey Results* (conducted by Louis J. Sirico, Jr.) (copy on file with the author).

⁹ Association of Legal Writing Directors & Legal Writing Institute, *1999 Survey Results* (conducted by Jo Anne Durako) (copy on file with the author); see essay in this issue of SCRIBES, at p. 87.

¹⁰ See, e.g., 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 (1995).

statistics on items such as salary averages and ranges, teaching loads, and the percentages of schools using particular models of instruction. Rather than report only that a percentage of schools do this or that, this article names names. It reports on the instructional models and the status of the teachers at all ABA-accredited law schools. No other published report has ever done that.

There are obvious political ramifications. For law faculty, the grass is either much greener or totally brown on the other side of the hill: faculty and administrators love to compare their schools to others, emulating schools higher in status and competing with their intellectual or geographic neighbors for students, contributions, prestige with the bench and bar, and that elusive character of “status.” In the next century, the quality of a law school's writing program is likely to weigh in as a significant factor in this competition.

Why the Data Was Collected, and Where It Came From

In the fall of 1998 and spring of 1999, the Temple Law School faculty were considering whether to lift the contract cap on the full-time legal-writing teachers who joined the faculty in 1996.¹¹ (If a contract is capped, it cannot be renewed after a set time, which may range from two to seven years.) The Temple faculty did vote to remove the cap, and the last step will be formal ratification of a collective-bargaining agreement in the fall of 2000.

To assist in the decision-making process at Temple, I prepared a comprehensive chart listing each law school in the nation. I have included the chart here for the same reasons I offered it to the Temple faculty: it depicts in helpful detail the state of affairs nationwide. Regardless of whether one seeks to defend or deride the status quo, an understanding of the landscape is essential.

The chart first shows whether the writing program for that school is under the stewardship of a director, and whether the director is on tenure track or a contract. It then indicates whether the people teaching legal

¹¹ For background, see Jan M. Levine, *Leveling the Hill of Sisyphus: Becoming a Professor of Legal Writing*, 26 FLA. STATE U. L. REV. 1067, 1071 note 17, 1077 note 34 (1999) (*Sisyphus*).

writing at the school are tenured (or tenure-eligible) full-time legal-writing professors, doctrinal professors, adjunct instructors, or students. For the schools with full-time writing professors, the chart shows whether the professors are tenured, on tenure track, on uncapped contracts, or on capped contracts. If the director or the other faculty teaching legal writing are either tenured or on tenure track, the notations explain whether they are legal-writing professionals (with their primary responsibility being legal writing), tenured or tenure-track doctrinal professors (who are in charge of the writing program), assistant or associate deans, clinicians, or librarians.

To gather the data for the chart, I asked questions of all subscribers to the DIRCON and LEGWRI-L e-mail listservs for legal-writing directors and teachers. The DIRCON listserv has over 200 subscribers, consisting of legal-writing directors at most of the nation's law schools. The general LEGWRI-L listserv has over 400 additional subscribers. I also visited websites for all schools from which I did not receive responses, and received additional help from the leadership of ALWD and LWI, as well as the sales staff of Aspen Law & Business, a leading publisher of legal-writing texts. The project took on meaning beyond its intended use at Temple. I posted preliminary charts on the two listservs from the fall of 1998 to the spring of 2000, and from the responses received I compiled the final version.¹² The chart covers 185 schools, a total that includes all law schools that are fully or provisionally accredited by the American Bar Association, and two other schools that are undergoing review or have announced an intention to apply.

Gathering and summarizing these data was like trying to hit a moving target that is constantly changing shape and direction. Yet although there may be an inaccuracy here or there because of recent changes or incomplete information from a handful of schools, this chart is the most complete and reliable picture we have to date. The chart reflects the situation at the conclusion of the spring semester of the 1999–2000 academic year. Programs are grouped according to the design in effect for the 1999–2000 academic year, but the chart also includes notes about

¹² For future versions of the chart, please contact the author or visit the ALWD website at <<http://www.alwd.org>>.

changes in program design and faculty status for the 2000–2001 academic year.

Who and Where We Were in 1999–2000

Let's start with the good news, by examining the predominant model of providing legal-writing instruction: full-time legal-writing professors. This is the newest model, insofar as legal writing is concerned;¹³ of course, it has long been the predominant model of providing law-school instruction, at least since Langdell's day. At 122 law schools, or 66%, the primary instructional responsibility is borne by full-time legal-writing faculty, most of whom consider themselves to be legal-writing professionals.¹⁴ Ninety-five of those schools, or 51% of all law schools, do not impose arbitrary limits on the number of years those teachers can teach. These schools have legal-writing professors on uncapped contracts, or in tenured or tenure-track appointments. Forty-four schools, or 24% of all law schools (regardless of design), have decided that the legal-writing professional in charge of the program should be eligible for tenure, and about 8 law schools treat all or some of their other full-time legal-writing teachers in the same way. Unfortunately, 24 law schools still place limits on the total number of years a writing professor may be retained on the faculty.

At many law schools with full-time legal-writing faculty, even the uncapped contracts may be short-term and do not offer true job security of the kind offered to tenured faculty, or even the next best thing offered to clinicians, as required by ABA Accreditation Standard 405(c).¹⁵ In preparing this chart I tried to determine which schools had given their

¹³ See Rombauer, *supra* note 3, at 543 (reporting, almost 30 years ago, that 16 schools used students in combination with faculty members (sometimes with attorneys as well), 12 schools used "short-term instructors," and "the remainder relied primarily on faculty members, both regular and library.>").

¹⁴ See Ramsfield, *supra* note 5, at 126–30.

¹⁵ See ABA Section of Legal Education and Admissions to the Bar, Standards for Approval of Law Schools § 405(c) (1998) (visited Oct. 13, 1999) <<http://www.abanet.org/legaled/standards.html#STANDARDS>> ("A law school shall offer 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 faculty members.>").

legal-writing professors the same treatment contemplated by ABA Standard 405(c). This was not an easy task, however, because I soon learned that the ABA and many law schools seemed to be inconsistent about what such treatment meant, even though such treatment should include a role in faculty self-governance (i.e., a vote) and multiyear employment contracts. The best I can do is to state my estimate, without going into specifics about each school. Forty-four law schools seem to have given their legal-writing directors 405(c) status, and about six schools have given all their full-time legal-writing teachers 405(c) status. Although the schools are not identified on the chart, adding these numbers to the numbers of schools willing to award tenure to legal-writing directors or professors suggests that about 50% of all law schools have granted a significant degree of employment security to legal-writing professors.

So unless a legal-writing professor is tenured or given long-term contracts (perhaps under ABA Standard 405(c)), a law school might limit the professor's job security by awarding a series of one-year contracts. Various reasons have been offered to excuse the practices of caps and short-term contracts; these could be classified as financial (quality legal-writing instruction is expensive, and not worth it in the grand scheme of legal education), psychological (it is uncomfortable for tenured faculty to have second-class faculty around the law school), or simply elitist (real law professors don't teach writing). In response, the ABA Committee on Communication Skills has this to say:

These short-sighted attitudes may be the single most important reason why law school legal writing instruction at many schools fails to satisfy the bench and bar. The education and professional training of lawyers inevitably suffers when teachers are forced to leave their institutions as soon as they become capable pedagogically.

A legal writing program is effective only if directors and teachers are provided with adequate job security. A school cannot provide quality or success in any instructional activity unless it guarantees continuity, professionalism, and resources for those who administer and teach. Everyone knows that it takes time — at a bare minimum two to three years — to develop basic pedagogical expertise. In the legal writing field, it is not uncommon that teachers are often forced to leave just as they are beginning to acquire the skills that would make them valuable to their schools and to the legal profession. It is even more critical for the future of legal education that legal writing teachers, who teach the only required skills-related course in the

curriculum, be provided with this protection than it is for clinical faculty, who have had such protection for many years.¹⁶

The second most prevalent model of legal-writing instruction is the use of adjunct teachers. At 38 schools, or 21% of all law schools, the chief responsibilities rest on the shoulders of adjuncts, lawyers who have had real-world law practice but little or no time to devote either to their students or to developing the kind of expertise in teaching and scholarship required of other law professors who teach first-year courses. In adjunct programs, therefore, the work of the director becomes more important because someone has to supply that expertise and constantly train new teachers. At these 38 schools there is no full-time writing professor except for a director (though at some, the director is joined by an assistant or associate director, and perhaps the school has a writing center).

At 15 law schools, or 8% of all law schools, the doctrinal faculty bear most of the responsibility for legal-writing instruction. One has to wonder, though, how much time these faculty members devote to legal writing, how much they care about it, and how competent they are as writing teachers. These schools tend not to send representatives to national legal-writing conferences or join national legal-writing organizations. The schools have produced almost no legal-writing scholarship. Notably, too, several of them are “elite”¹⁷ schools that provide scant information about their writing programs.

Fortunately, only six schools, or 3%, have their primary instructional responsibility for writing placed on the shoulders of upper-division students. But sadly, four of these six are schools that people generally regard as “elite.”¹⁸ So “at several of the nation's leading law schools, legal writing — alone among the required courses in the curriculum — is being taught by second- and third-year students who have no real-world

¹⁶ ABA Memorandum, *supra* note 2, at 7–8.

¹⁷ See Donna Fossum, *Law Professors: A Profile of the Teaching Branch of the Legal Profession*, 1980 AM. BAR FOUND. RES. J. 501; Robert J. Borthwick & Jordan R. Schau, Note, *Gatekeepers of the Profession: An Empirical Profile of the Nation's Law Professors*, 25 U. MICH. J.L. REFORM 191 (1991); *A Sharper Image*, *supra* note 6 at 20–22.

¹⁸ *Id.*

experience with the skills they are teaching.”¹⁹

While it is true that there can be good legal-writing programs using any of the models described above, only full-time professional writing teachers working within a well-conceived program can offer students the best possible instruction. Consider, for example, a superb teaching assistant at an elite law school given quality training and supervision by a committed legal-writing director. The student might do a fine job, within the limits of experience and training. But if another law school hires such a person as an adjunct professor of legal writing after he or she has several years of law practice, the teacher will be even better. If that teacher then decides to make the focus of his or her career the full-time teaching of legal writing, then and only then will the full potential for quality instruction be realized.

So Where Are We Going?

The 21st century will see continued efforts to improve the quality of legal-writing instruction offered in our law schools, and there is probably “good cause for optimism.”²⁰ Many law schools have realized that the quality of lawyers' writing is directly related to the quality of instruction offered in law schools and to the ability of those teachers to develop the needed professionalism. The best model of teaching legal writing is to use full-time legal-writing professors who have job security. The push for continued improvement must come from legal-writing faculty themselves, from other law-school faculty members and deans who realize the fundamental importance of good writing, from law students, from the bench, and from the bar. Without further professionalization of the teaching of legal writing, the writing of lawyers in the 21st century will continue to be the cause of scorn and dismay — and that is something we should not countenance.

¹⁹ ABA Memorandum, *supra* note 2, at 7.

²⁰ Bryan A. Garner, *President's Letter*, SCRIVENER (Scribes — Am. Soc'y of Writers on Legal Subjects, Fayetteville, Ark.), Summer 1999, at 1.

LRW Program Design and Faculty Status Spring Semester 2000

The following chart treats as full-time faculty those teachers at a few schools reporting half-time or 3/4-time faculty. From the available information, these faculty appear to be paid a salary and have a legal-writing teaching load comparable to many who are true full-time teachers; the “missing” pieces of these faculty members' time are likely to be found in reduced expectations of other institutional contributions (such as scholarship or service), or covered by other work performed for the law school (such as duties as a librarian). Some schools might have other, more troubling reasons for the fractional employment — such as avoiding paying full benefits to the legal-writing teachers. The chart also treats as having full-time programs the schools that have employed a “hybrid” model of instruction, where a small portion of the overall legal-writing instruction is being offered by doctrinal faculty, adjuncts, or students.

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Full-Time LRW Faculty Uncapped Contract, Tenured, or Tenure-Track 95/185			
School	Director's Status	Program Model	Contract Type
Alabama	contract	full-time faculty and adjuncts	uncapped
Albany Union	contract	full-time faculty	uncapped
Arizona State	tenure-track	full-time faculty	uncapped

Full-Time LRW Faculty (cont'd)			
School	Director's Status	Program Model	Contract Type
Arkansas— Fayetteville	tenure-track	full-time faculty	uncapped
Arkansas— Little Rock	directorless	full-time faculty	uncapped (eligible to apply for tenure-track conversion)
Barry	directorless	full-time faculty	tenure-track
Boston College	contract	full-time faculty	uncapped
Brigham Young	contract	full-time faculty (6 half-time)	uncapped (half-timers), but director is capped
Brooklyn	tenured	full-time faculty	uncapped
California at Berkeley	contract	full-time faculty	uncapped
California Western	directorless	full-time faculty	uncapped
Capital	contract	full-time and half-time faculty	tenured (2), half-time uncapped
Case Western Reserve	contract	full-time faculty	uncapped

Full-Time LRW Faculty (cont'd)			
School	Director's Status	Program Model	Contract Type
Chapman	no program (but will change to tenure-track director supervising adjuncts for 2000–2001)	full-time faculty	tenured, tenure-track (but will be changing to tenure-track director supervising adjuncts for 2000–2001)
Chicago–Kent, IIT	tenure-track	full-time faculty	uncapped (4), capped (10) — depends on faculty vote
Cincinnati	directorless	full-time faculty (3)	uncapped
Cleveland–Marshall	contract	full-time faculty (7) & adjuncts (2)	uncapped
Colorado	tenured (doctrinal)	full-time faculty	uncapped
Cornell	contract	full-time faculty	uncapped
Dayton	tenured	full-time faculty	uncapped
Denver	tenure-track (will begin in 2000–2001)	full-time faculty (will begin in 2000–2001; currently using adjuncts)	uncapped
DePaul	contract	full-time faculty	uncapped
Detroit–Mercy	contract	full-time faculty	uncapped
Drake	librarian	full-time faculty	uncapped

Full-Time LRW Faculty (cont'd)			
School	Director's Status	Program Model	Contract Type
Duke	contract	full-time faculty (3/4 time)	uncapped
Duquesne	contract	full-time faculty	uncapped
Florida	contract	full-time faculty	uncapped
Florida Coastal	tenure-track (visitor for 2000–2001)	full-time faculty	uncapped
Florida State	directorless	full-time faculty	uncapped
Georgetown	tenured	full-time faculty & students	uncapped
Georgia	contract	full-time faculty	uncapped
Georgia State	contract	full-time faculty	uncapped
Gonzaga	contract	full-time faculty	uncapped
Hamline	contract	full-time faculty	uncapped
Hofstra	directorless	full-time faculty	uncapped
Idaho	tenured (associate dean)	full-time faculty	uncapped
Indiana— Bloomington	contract	full-time faculty	uncapped
Indiana— Indianapolis	tenured	full-time faculty	uncapped
John Marshall	tenure-track	full-time faculty	tenured, tenure-track

Full-Time LRW Faculty (cont'd)			
School	Director's Status	Program Model	Contract Type
Lewis & Clark	tenure-track	full-time faculty	uncapped
Louisville	tenured (as doctrinal when all doctrinal faculty taught LRW)	full-time faculty	uncapped
Loyola—Los Angeles	contract	full-time faculty	uncapped
Loyola—New Orleans	tenured (co-directors)	full-time faculty (co-directors), 1 adjunct (spring), & students	tenured (co-directors)
McGeorge	contract	full-time faculty	uncapped
Mercer	tenured	full-time faculty	uncapped, eligible for tenure-track conversion
Michigan	contract	full-time faculty	uncapped
Mississippi College	contract	full-time faculty (1)	uncapped
Mississippi, University of	contract	full-time faculty	uncapped
Missouri—Columbia	contract	full-time faculty	uncapped
Missouri—Kansas City	contract	full-time faculty	uncapped
Montana	contract	full-time faculty	uncapped

Full-Time LRW Faculty (cont'd)			
School	Director's Status	Program Model	Contract Type
North Dakota	contract (half-time director) (looking for tenure-track director for 2001–2002 or 2002–2003)	no others	uncapped (but half-time)
Northern Illinois	directorless	full-time faculty	uncapped
Northern Kentucky	directorless	full-time faculty & adjuncts (as assistants for academic support/LRW professor)	tenured (2), academic support on contract
Northwestern	tenured (but acting director for 2000–2001 will be on contract)	full-time faculty	uncapped
Nova Southeastern	contract	full-time faculty	uncapped
Ohio Northern	contract	full-time faculty	uncapped
Oklahoma City	contract	full-time faculty	uncapped

Full-Time LRW Faculty (cont'd)			
School	Director's Status	Program Model	Contract Type
Oregon	tenured (retiring) (hired new tenure-track director for 2000–2001)	full-time faculty	uncapped
Pace	no program	full-time faculty	tenured, tenure-track (combined with Criminal Law)
Pennsylvania State (Dickinson)	contract	full-time faculty	uncapped
Pepperdine	contract	full-time faculty	uncapped
Pittsburgh	contract	full-time faculty	uncapped
Quinnipiac	tenured	full-time faculty	uncapped
Rutgers— Camden	contract	full-time faculty	uncapped
Seattle	contract	full-time faculty	uncapped
South Dakota	contract	full-time faculty (1.5)	uncapped
South Texas	contract	full-time faculty	uncapped
Southern	directorless	full-time faculty	uncapped
Southern Illinois— Carbondale	tenure-track	full-time faculty	uncapped
Full-Time LRW Faculty (cont'd)			
School	Director's Status	Program Model	Contract Type

Southwestern	contract	full-time faculty (4)	tenured (2 Ph.D.'s without J.D.); other 2 have been on year-to-year contracts for 8 years without an explicit cap
St. John's	directorless	full-time faculty	uncapped
St. Louis	contract	full-time faculty	uncapped
St. Thomas	contract	full-time faculty	uncapped
Stetson	tenured (also serves as associate dean)	full-time faculty	uncapped
Suffolk	contract	full-time faculty	uncapped
Temple	tenured	full-time faculty (5), graduate fellows (6), & adjuncts (6)	uncapped (pending approval of faculty collective-bargaining agreement)
Texas at Austin	contract	full-time faculty & students	uncapped
Texas Tech	doctrinal	full-time faculty	uncapped
Thomas Jefferson	directorless	full-time faculty & adjuncts	tenured, tenure-track
Full-Time LRW Faculty (cont'd)			
School	Director's Status	Program Model	Contract Type
Thomas M. Cooley	tenured	full-time faculty & adjuncts	tenured, tenure-track

Touro	directorless (coordinator)	full-time faculty	uncapped
Tulsa	contract	full-time faculty (4) & part-time faculty (2)	tenure-track (1), uncapped (director & 3 FT)
Utah	directorless	full-time faculty	uncapped
Valparaiso	tenured	full-time faculty	uncapped
Wake Forest	contract	full-time faculty & adjuncts	uncapped
Washburn	directorless	full-time faculty	uncapped
Washington, University of	tenure-track	full-time faculty	uncapped
Washington University	contract	full-time faculty	uncapped
West Virginia	contract	full-time faculty	uncapped
Western New England	contract	full-time faculty	uncapped
Whittier	contract	full-time faculty & adjuncts	uncapped

Full-Time LRW Faculty (cont'd)			
School	Director's Status	Program Model	Contract Type
Widener Harrisburg	contract	full-time faculty (2, but 1 is also Director of Academic Support) & adjuncts or visitors	uncapped
Widener Wilmington	tenured	full-time faculty	uncapped
Willamette	directorless	full-time faculty	uncapped
Full-Time LRW Faculty: Capped Contract (24/185)			
Catholic University of America	contract	full-time faculty	capped (director position is uncapped)
Chicago	tenured (doctrinal, supervisor of fellowship program)	full-time faculty	capped (graduate fellows)
Columbia	contract	full-time faculty (fall) & students (spring app. ad.)	capped (graduate fellows)
Connecticut	tenured	full-time faculty	capped
George Mason	acting director (doctrinal)	full-time faculty	capped (visiting faculty)
Golden Gate	contract	full-time faculty	capped
Howard	tenured	full-time faculty	capped
Full-Time LRW Faculty — Capped Contract (cont'd)			
School	Director's Status	Program Model	Contract Type

Illinois	contract	full-time faculty	capped (director position is uncapped)
Louisiana State	contract	full-time faculty	capped
Miami	doctrinal	full-time faculty (4 full-time) & part-time (18)	capped
Michigan State	contract	full-time faculty	capped
Nevada	tenure-track	full-time faculty	capped
New York University	contract	full-time faculty	capped
Roger Williams	doctrinal	full-time faculty	capped
Samford	tenured	full-time faculty (half-time) & students	no contract
San Diego	directorless (rotating coordinatorship without supervisory responsibility)	full-time faculty	capped
Stanford	no program	full-time faculty	capped (fellows)

Full-Time LRW Faculty — Capped Contract (cont'd)			
School	Director's Status	Program Model	Contract Type
State University of New York (Buffalo)	contract	full-time faculty	capped (director position will be uncapped for 2000–2001)
Syracuse	contract	full-time faculty	capped (director position is uncapped)
Toledo	contract	full-time faculty	capped
Tulane	directorless	full-time faculty	capped (fellows)
Vermont Law School	tenured	full-time faculty	capped
Villanova	tenured (doctrinal)	full-time faculty	capped
Wayne State	contract	full-time faculty	capped

Full-Time LRW Faculty: Unknown Status (2/185)			
School	Director's Status	Program Model	Contract Type
Rutgers—Newark	librarian	full-time faculty (listed as adjuncts)	unknown
Santa Clara	directorless	full-time faculty	unknown
Adjunct-Based Programs (38/185)			
American	contract (hired a tenure-track director for 2000–2001)	adjuncts (hiring some full-time faculty for 2000–2001)	
Arizona	contract	adjuncts (spring, 3 credits) & doctrinal faculty (fall semester, 1 credit)	
Baltimore	tenured	adjuncts	
Boston University	contract	adjuncts	uncapped director
California—Davis	contract	adjuncts	uncapped director
California—Hastings	contract	adjuncts	
Creighton	contract	adjuncts	
District of Columbia	tenure-track	adjuncts	
Emory	contract	adjuncts (will use full-time faculty in 2000–2001)	
Fordham	tenured	adjuncts	
Adjunct-Based Programs (cont'd)			

School	Director's Status	Program Model	Contract Type
Franklin Pierce Law Center	contract	adjuncts & 1 doctrinal professor	uncapped director
George Washington	contract	adjuncts	
Houston	contract	adjuncts	
Kentucky	librarian	adjuncts	
Loyola—Chicago	contract	adjuncts	
Marquette	tenure-track	adjuncts	
Memphis	tenure-track	adjuncts	
Minnesota	contract	adjuncts	
New England	tenured	adjuncts	
New York Law School	tenured	adjuncts	
North Carolina	contract	adjuncts	director and deputy director are on uncapped contracts
Ohio Northern	contract	adjuncts	
Oklahoma	tenured (associate dean)	adjuncts, students, & assistant director	

Adjunct-Based Programs (cont'd)			
School	Director's Status	Program Model	Contract Type
Regent	tenured (doctrinal, but status unclear: will do search for director and other faculty in 2000–2001)	adjuncts	
Richmond	librarian	adjuncts	
San Francisco	tenured	adjuncts	
Seton Hall	librarian	adjuncts	
South Carolina	tenured (doctrinal) (hired new tenure-track director for 2000–2001)	adjuncts	
Southern Methodist	contract	adjuncts	
St. Mary's	tenured	adjuncts (writing) & students (research)	
Texas Southern	directorless (associate dean is a coordinator)	adjuncts (on contract)	

Adjunct-Based Programs (cont'd)			
School	Director's Status	Program Model	Contract Type
Texas Wesleyan	contract (position is tenure-track, but the current acting director is on a clinical appointment; assistant director is part-time)	adjuncts	
Vanderbilt	contract	adjuncts	
Western State University	tenure-track	adjuncts (new for 2000–2001)	
William and Mary	tenured (vice dean/clinician)	adjuncts	
William Mitchell	tenured	adjuncts	
Wisconsin	contract	adjuncts	
Yeshiva (Cardozo)	contract	adjuncts	

Doctrinal Faculty as LRW Teachers (15/185)			
School	Director's Status	Program Model	Contract Type
Akron	tenured (doctrinal)	doctrinal faculty	
City University of New York	tenured	doctrinal faculty	
Harvard	no program (advertised opening for contract staff position for 2000–2001 academic year)	doctrinal faculty & students (advertisement suggests possible fellowships)	uncapped (advertisement permits long-term contract for the director)
Inter-American	tenured coordinators	doctrinal faculty & adjuncts	
Iowa	no program	doctrinal faculty	
Kansas	tenured (doctrinal)	no other faculty	
Maryland	contract	doctrinal faculty, full-time legal-writing faculty (1), & adjuncts	uncapped (1 full-time professor and director)
Nebraska	tenured (doctrinal)	doctrinal & adjuncts	
New Mexico	contract	doctrinal faculty (considering proposal for full-time legal-writing faculty for 2000–2001)	

Doctrinal Faculty as LRW Teachers (cont'd)			
School	Director's Status	Program Model	Contract Type
North Carolina Central	no program	doctrinal	
Ohio State	contract (converted to tenure-track for 2000–2001)	doctrinal faculty	
Tennessee	tenured	doctrinal faculty, adjuncts, & students	
Washington and Lee	tenured (doctrinal; faculty coordinator for each semester)	doctrinal faculty	
Wyoming	no program (considering search for director in 2000–2001 or 2001–2002)	doctrinal faculty (considering new program for 2000–2001 or 2001–2002)	
Yale	contract	doctrinal faculty & students	

Student-Taught Programs (6/185)			
School	Director's Status	Program Model	Contract Type
Maine	contract	students	
Northeastern	tenured	students	one other teacher (on long-term contract) splits time between directing academic support and working with LRW director
Notre Dame	tenured	students	
Pennsylvania	contract	students	
Southern California	contract	students	
Virginia	contract (co-directors)	students	
Unknown Design (5/185)			
Baylor	tenured	unknown	
Campbell	contract	unknown	
Hawaii	associate dean	unknown	
Pontifical Catholic of Puerto Rico	unknown	unknown	
University of Puerto Rico	unknown		