

Statement of Gould School of Law Full Time RTPC Faculty Regarding Unionization (4/17/26)

The full time RTPC faculty at Gould (Clinical Professors, Professors of the Practice of Law, and Lawyering Skills Professors) is unanimously opposed to the effort to include us in the proposed union of RTPC and adjunct faculty at USC. While we fully support unionization for any RTPC faculty at USC who seek it, most of the reasons driving the desire to unionize as we understand them are inapplicable to full time law school RTPC faculty, and we believe unionization would harm us. There are significant reasons why unionization is inappropriate for law faculty in general and Gould law faculty in particular. In brief, these are:

(1) Law schools are accredited by the American Bar Association, whose rules provide protections to clinical and other non-tenured law faculty that exceed those available to RTPC faculty in other fields. For example, ABA Accreditation Standard 405(c) (2025-2026)¹ stipulates that a law school shall afford clinical faculty “a form of security of position **reasonably similar to tenure** and non-compensatory perquisites reasonably similar to those provided other full-time faculty members.” (emphasis added). Under interpretation 405-6, “[a] form of security of position reasonably similar to tenure includes a separate tenure track or a program of renewable long-term contracts ... For purposes of this Interpretation, ‘long-term contract’ means at least a five-year contract that is presumptively renewable or other arrangement sufficient to ensure academic freedom.” Indeed, the trend in law schools is to grant tenure to clinical professors, not retreat from 405c protections.²

Moreover, Interpretation 405-2 to ABA Standard 405(c) states that “[a] law faculty as professionals should not be required to be part of the general university bargaining unit.” Since 1971, the ABA position has been that law faculty as professionals should not be required to be part of a general university bargaining unit—to preserve the unique professional status, academic freedom, and self-governance of law faculty, which the ABA considers distinct from the general university faculty. Law schools operate under specific ABA accreditation standards requiring professional autonomy, which may conflict with the collective bargaining processes of broader, heterogeneous university bargaining units. It is our understanding that some or all unionized faculties (such as NYU, according to the USC Administration) exclude law faculty from their bargaining units.

(2) Likewise, ABA Standard 405(d) stipulates that “[a] law school shall afford legal writing teachers such security of position and other rights and privileges of faculty membership as may be necessary to (1) attract and retain a faculty that is well qualified to provide legal writing instruction...and (2) safeguard academic freedom.” It is our understanding that many law schools have chosen to place legal writing faculty on the more protective ABA 405(c) status.

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https://www.americanbar.org/content/dam/aba/administrative/legal_education_and_admissions_to_the_bar/standards/2025-2026/2025-2026-standards-chapter-4.pdf

Once a law school has placed its faculty on 405(c) status and has communicated that status to the ABA in site accreditation reports, the school is obligated to comply with 405(c) and the corresponding contractual terms.

(3) In line with these standards and nationwide trends, Gould faculty voted to place all full-time RTPC lawyering skills faculty and professor of the practice faculty along with clinical faculty under ABA 405(c) status in its amendments to Gould faculty standards in 2019. Once promoted to full professor, these faculty members enjoy 5-year contracts with presumption of renewal. According to Gould standards, these contracts must be renewed and may not be terminated unless for cause, poor performance or economic/programmatic reasons.

(4) We are a small, collegial, and non-hierarchical school and faculty. Full-time RTPC faculty at Gould are fully integrated into the school and are regularly elected by our tenured colleagues to the faculty council (our Administration and Finance Committee) and other important committees. We are quite concerned about losing the ability to participate in merit review of our faculty. Leaving this in the hands of only administrators and tenured colleagues risks leaving out the important perspective of RTPC faculty on both RTPC and tenured/tenure track professor evaluations.

(5) We value the ability we enjoy and have regularly exercised to negotiate individually with the law school administration over such matters as leaves of absence, teaching loads, and job descriptions.

(6) Our experience the last time we were swept into a university-wide initiative to improve conditions for RTPC faculty was that the initiative proved to be a setback for us even though it benefited most USC RTPC faculty. Specifically, prior to that initiative, law school RTPC faculty had rolling three-year contracts with no end of contract review (and our school has no history whatsoever of dismissing RTPC faculty). When the University instituted five-year contracts for all RTPC faculty, we lost our rolling contracts and became subject to reviews every 5 years.

(7) We respect and honor the need and desire of many RTPC faculty at USC for more stability and better pay. While we are concerned that Gould's compensation lags behind peer law schools and we continue to advocate for improvement, we are also aware of the reality that law professors, whether tenured or RTPC, are more highly compensated than professors in many other USC schools and departments. We consider it unlikely that a university-wide union would prioritize improving wages or conditions for those already at the higher end of the scale. We have no wish to be pitted against our colleagues in other departments in fighting for improvements and prefer to negotiate with our own school administration.

In short, we believe that our situation as full time RTPC professors at Gould is significantly different than those of our own part-time faculty and those of full or part time RTPC faculty in other schools. We oppose being included in a collective bargaining unit with such disparate interests.

For all of these reasons, we urge the union and the University to exclude Gould full-time RTPC faculty from the bargaining unit.