

ACADEMIC FREEDOM AND TENURE: NORTH IDAHO COLLEGE

This report, prepared by the Association's staff, concerns the action taken by the administration of North Idaho College to deny any further course assignments to Ms. Jessica Bryan, an adjunct instructor of English, after she had taught part time at the institution for thirteen consecutive semesters. Under the college's policies Ms. Bryan, like the other part-time instructors at the institution, lacked basic protections of academic due process and continued in her position at the discretion of the administration. Her vulnerability as a part-time contingent faculty member is the subject of this report.

I. Background

North Idaho College is located on the shores of Lake Coeur d'Alene in the town of Coeur d'Alene, some thirty miles east of Spokane, Washington. The institution, founded in 1933 as Coeur d'Alene Junior College, is Idaho's oldest public community college. It took its current name in 1971.

According to the college's catalogue, NIC, which describes itself as a "comprehensive community college" (one of three in the state of Idaho), "offers associate degrees in more than 35 transferable academic majors and certificates or associate of applied science degrees in 33 professional-technical programs." As of September 2008, the college's enrollment consisted of approximately 2,600 full-time and 2,200 part-time students taught by 153 full-time and 335 part-time faculty. It has been accredited since 1950 by the Northwest Association of Schools and Colleges, now known as the Northwest Commission on Colleges and Universities.

The current president of the college is Dr. Priscilla Bell, who received a doctorate in educational administration from the University of Texas at Austin in 1986. She was

1. The text of this report was written in the first instance by the Association's staff. In accordance with Association practice, the text was then submitted to Committee A on Academic Freedom and Tenure. With the approval of Committee A, the report was subsequently sent to the faculty member at whose request it was prepared and to the administration of North Idaho College. In light of the responses received, this final report has been prepared for publication.

appointed president of the college in July 2007, after having served since late February of that year as the college's interim president. She had previously been president of Fulton-Montgomery Community College in New York and of Highline Community College in Washington. The college's five-member board of trustees is chaired by Rolly Williams, NIC's long-time basketball coach, now retired.

The Association's current involvement with matters at NIC began in fall 2007, when Jessica Bryan's husband, Keith Hunter, a tenured instructor in the college's English and Modern Languages Division and also at the time the director of the writing center, sought the AAUP's assistance as a result of the administration's having suspended him with pay from all of his assigned duties. (As will be seen from what follows, the case of Mr. Hunter has a direct bearing on that of Ms. Bryan.) The stated grounds for the action against Mr. Hunter were that he had sent "a series of harassing e-mail messages" to his department's senior administrative assistant and that items had been found in his work space that belonged to other staff and instructors. A "Notice of Suspension for Cause," dated August 20 and effected immediately, listed several prior incidents of allegedly inappropriate behavior. The administration imposed the suspension on Mr. Hunter without having afforded him a faculty hearing (as called for under Association-supported standards) and without having specified the intended duration of the sanction. His only recourse under the college's policies was to pursue an appeal, a "hearing-for-cause . . . before an impartial [hearing] officer" chosen from a list of individuals "selected by the administration of the college and . . . approved by the Tenure Committee." Following the appeal, the hearing officer issued a report in which he rejected the allegation that Mr. Hunter had sent harassing e-mail messages. As for the second charge, the officer found that the "harm" that Mr. Hunter had caused to other instructors—removing approximately twenty-seven dollars worth of labels and placing them in a locked cabinet in the writing center—was "relatively minor in nature," but that his actions in this regard did constitute a violation of college policy and that "good cause" therefore existed for his suspension. The officer did not address the other matters cited in the notice of suspension.

After reviewing documents provided by Mr. Hunter, the Association's staff wrote to President Bell on October 5, 2007, setting forth the AAUP's concerns over the apparent lack of due process, questioning the administration's having imposed a severe sanction based on an incident that its appointed hearing officer found to be "relatively minor in nature," and recommending that Mr. Hunter "be reinstated to his regular academic duties." President Bell replied on October 24, declining to "discuss specifics" but stating that the administration was conducting a "full investigation" into the matter and that, consistent with college policy, the suspension could not exceed six months. "Following the investigation," she added, "a determination will be made regarding whether the suspension should be discontinued and the employee reinstated to normal duties, or whether other action will be taken."

Mr. Hunter's suspension was lifted at the end of the fall semester, but his reinstatement was accompanied by a warning from the interim vice president for instruction, Kathy Christie, that he was "on final notice that future violations [of college policies] are likely to result in a recommendation . . . for termination of your employment." "While I believe that there is sufficient cause to recommend termination of your employment," she wrote, "I am not going to recommend that your employment be terminated at this time." Although Mr. Hunter resumed his teaching duties in January 2008, he was displeased with the terms of his reinstatement, including the particular courses he had been assigned to teach and the administration's refusal to restore him to the directorship of the writing center. By the time his suspension was lifted, Mr. Hunter's wife and colleague, Ms. Bryan, who experienced difficulties of her own during that fall, had also sought the Association's assistance.

II. The Case of Jessica Bryan

Jessica Bryan received her BA and MA degrees in English from the University of Alabama in 1980 and 1984. In fall 1992, after having served as a part-time English instructor at several institutions, she was appointed to a full-time probationary position in the Department of English at Troy State University in Alabama, where she taught courses in composition and literature and served as coordinator of the Freshman English Honors Program and as associate editor of the *Alabama Literary Review*. She was granted tenure in 1997. After leaving Troy and moving to Coeur d'Alene in 2001, she was appointed as a part-time English instructor at North Idaho College beginning that fall. For thirteen consecutive semesters

thereafter (through fall 2007), she taught at least two classes per semester at NIC. During the same period, she also taught at least one course every summer. In the 2004–05 and the 2005–06 academic years she held full-time "special appointments" teaching five courses a semester, including upper-level American literature courses normally reserved for tenured full-time faculty. During both of those years she also served as a consultant in the college's writing center for an additional hourly wage. Ms. Bryan reports that she received consistently positive evaluations of her teaching performance throughout her years of service on the NIC faculty. In spring 2007, she was nominated for the college's Part-Time Faculty of the Year Award.

That same spring witnessed an incident that brought Ms. Bryan some unwelcome notoriety. She made some remarks in class about those on the political right that, she claims, were intended to be facetious and to provoke class discussion, but which offended a student of that political persuasion sufficiently for the student to drop the course and complain publicly. The student's supporters launched a campaign against her through right-wing blogs that led to threatening e-mail messages and harassing telephone calls. The intensity of the opposition rapidly ran its course, and Ms. Bryan was reappointed for the following summer and fall. She has contended, however, that the incident, along with her husband's difficulties, contributed to the administration's decision not to reappoint her thereafter.

In fall 2007, while her husband was under suspension, Ms. Bryan taught three sections of English 101 (English Composition) and, based on past experience, expected to be teaching a like number of sections of English 102 in the spring. Throughout her service at NIC she reports having received her schedule of classes for the following semester at the same time that her full-time faculty colleagues (including her husband) received theirs. In mid-October, when she had not heard about her course assignments for the spring, she asked her division chair, Mr. Lloyd Duman, for her schedule. He replied that "blind sections" of English 102 had been created but had not yet had part-time instructors assigned to them pending receipt of enrollment information. In response, Ms. Bryan wrote, "Many of my [English] 101 students are inquiring about English-102 sections I, specifically, might be teaching. . . . Could you please tell me what 'blind sections' or . . . 'yet scheduled' sections I may be assigned so that I can inform my students?"

Subsequent inquiries Ms. Bryan made of Mr. Duman led to replies that all of the 102 sections were "covered" and, later, that any further need for additional instructors

would be met by his assigning the open classes to part-time instructors at his discretion. By e-mail message of December 14, Vice President Christie notified Ms. Bryan that “the college will not be offering you a part-time assignment for spring semester. There are still several full-time English faculty members who do not yet have a full load, and thus your division chair does not yet know how many part-time instructors will be needed in the spring. You have implied that you are being treated unfairly, but you are not the only part-time person who does not yet know about spring assignments.” In the end, as Ms. Bryan would later write to the Association’s staff,

All the part-time English faculty who taught classes last semester have teaching assignments this semester. I am the single exception. Based on previous spring semesters as a part-time faculty member, I had expected to teach three ENGL 102 courses for the 2008 spring semester. While some of the classes taught by the part-time English faculty might be “online” or “off campus,” there are still classes being taught on campus by part-time faculty with less seniority. Additionally, I was never asked whether or not I was willing to accept online or off-campus assignments. I have the ability and means, of course, to do both. Although I have never taught internet courses for NIC, I am presently teaching internet courses for another university. Although I have never taught Creative Writing for NIC, I have taught Creative Fiction Writing for another community college. Although I have never taught ENG 175 for NIC, I have taught introductory literature courses for other universities, and I have taught 200-level literature courses for NIC.

Ms. Bryan promptly filed a formal grievance against Vice President Christie and Mr. Duman over their apparently joint decision not to assign her any classes for the spring, even though (as the vice president noted in her December 14 message) Mr. Duman “did not yet know how many part-time instructors will be needed in the spring.” She alleged that the decision resulted in significant part from impermissible considerations, complaining that the “recent issues/controversy with my husband . . . have resulted in a biased treatment/consideration of me.” She asked for an opportunity to have her complaint reviewed by an appropriate faculty body. She also sought an explanation of “why—after . . . my years of service, of teaching excellence, of first-rate professional evaluations, and after six years of never encountering any problems with my class schedules, in spite of low enrollments or budget concerns over the years—I had not

been assigned any classes for the 2008 spring semester.” College counsel Marc A. Lyons responded on December 19, noting that her current letter of appointment defined it as a “Special Appointment—One Semester Only.” He stated that the college was not obligated to offer any additional appointments and that the decision against doing so was not grievable under institutional policies. In response to Ms. Bryan’s having cited AAUP policy statements relating to academic freedom and discrimination, he denied that her complaint involved those issues.

Ms. Bryan responded at length to Mr. Lyons in a letter dated January 16:

By not offering me a part-time teaching position for the spring 2008 semester, I do believe Mr. Lloyd Duman, Ms. Kathy Christie, and North Idaho College have discriminated against me.

Before you dismiss my grievance as a “complaint [that] does not involve issues of academic freedom or unlawful discrimination,” then, perhaps you will answer my specific questions:

- 1) There are part-time Instructors in the Division of English and Modern Languages who have spring 2008 semester appointments, aren’t there?
- 2) Some of those instructors have less seniority than I do, don’t they?
- 3) North Idaho College did not offer me a part-time assignment for the 2008 spring semester although the division Chair, Mr. Duman, as Ms. Christie wrote at the time, “. . . does not yet know how many part-time instructors will be needed in the spring”? If that was the case, on what grounds was I not reappointed?
- 4) In a December edition of NIC’s *Week’s Worth*, the Open Positions column contained the following: “Part-time English Instructor, Open until filled.” There were apparently no classes for me to teach, yet the College actively sought a part-time English instructor. Is that correct?
- 5) Perhaps “marital status” is not a protected classification; however, it was a consideration for my nonreappointment, was it not?

While North Idaho College perhaps is, as you write, “. . . under no obligation to offer any additional special appointments,” the College certainly takes allegations of discrimination seriously. Does it not? Whether AAUP recommendations are “binding on North Idaho College . . .” or not, I believe you were premature in dismissing my grievance as involving neither “. . . issues of academic freedom or unlawful discrimination.”

Or would you have me believe that you—and you alone—can dismiss such allegations without an inquiry that ensures due process?

. . . What began as my husband's suspension has now ended with my nonreappointment, but you would have me believe that there is no "discrimination" involved, right? What began as "blind sections" and moved to "low enrollments" culminated, after a lengthy game of "evade and stall," with my nonreappointment, a decision seemingly known to Mr. Duman and others at least as far back as October 24, 2007. So I ask: Why didn't someone have the professionalism to tell me face-to-face then? After 27 years of teaching excellence, in which 6 were spent, year-round, at NIC, I received an e-mail about my non-reassignment. Would you have me believe that dismissing an employee with my record of first-rate service and dedication with an e-mail is North Idaho College's "non-discriminating" standard practice? Mr. Lyons did not respond.

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By letter dated February 1, 2008, the Association's staff wrote to President Bell to convey the AAUP's concerns over the above-described sequence of events. The focus of the letter was on the refusal of the NIC administration to state reasons for denying Ms. Bryan's reappointment and provide an opportunity to appeal, as called for in Regulation 13 of the *Association's Recommended Institutional Regulations on Academic Freedom and Tenure*. (A discussion of Regulation 13 and its applicable provisions occurs in the "Issues" section of this report that follows.) The February 1 staff letter also raised a broader concern:

While we recognize that the administration may not have an obligation under the college's official faculty policies to continue to appoint Ms. Bryan, we question whether, in view of the positive assessments of her teaching, her extended period of continuous service, and the assignment of other part-time faculty to teach classes this spring, the administration had a sound academic basis for its decision in her case.

The college's attorney, Mr. Lyons, replying for the administration on March 7, reiterated the position he took in letters to Ms. Bryan in response to her requests for an explanation of the administration's decision and for opportunity to pursue an appeal of that decision. "As a community college," he wrote to the staff,

North Idaho College must have the flexibility to respond to the teaching needs of its students on a semester by semester basis. North Idaho College does have a significant number of full-time, tenured faculty. Ms. Bryan was neither tenured, nor full-time; her appointment was to teach specific classes for specific semesters. The commitment to Ms. Bryan, as with other adjunct instructors under similar appointments, was to compensate for the specific classes for that semester. There is no commitment on the part of the college to individual adjunct instructors under this type of appointment to ask them to teach any particular class in the future.

The staff, responding by letter of March 11, reiterated its continuing concerns over the administration's failure "to provide Ms. Bryan, an instructor with thirteen consecutive semesters of service at North Idaho College, with a substantive explanation for its decision to deny her any course assignments when apparently all the other part-time instructors engaged to teach in the fall, most of them junior to her in years of service, were assigned classes for the spring." The staff added:

We can find no provision in the college's policies that bars the administration from providing the requested explanation, and in the absence of such an explanation we are left to infer that the administration did not have a sound academic reason for its decision. We remain concerned as well with the denial to Ms. Bryan of opportunity for appropriate faculty review of the decision, particularly in view of her allegation that the decision in her case resulted in significant part from impermissible considerations, stemming from "the recent issues/controversy with [her] husband."

Further correspondence and a telephone conversation between the staff and Mr. Lyons during the course of the next three months revealed no change in the administration's position regarding Ms. Bryan's case. With respect to the reasons for the administration's decision and allegations from Ms. Bryan that the termination of her services was motivated by a desire to get her tenured husband to leave, Mr. Lyons would write only that Ms. Bryan had provided the Association with "a version of events that she thinks resulted in her not being offered a contract to teach. I am not able to discuss this matter other than to report that representatives of the college would substantially disagree with her assertions." Questions from Ms. Bryan (who had already been denied any teaching assignment for summer 2008) about whether she would be offered courses in fall 2008 or at

any future time did not elicit a response. With respect to the Association's concerns about the inadequacies of the college's official policies governing part-time non-tenure-track appointments, Mr. Lyons stated that the NIC board of trustees had recently called for "a comprehensive review" of the policies on institutional governance, including those related to faculty contracts. He stated that the project, which was likely to take a good deal of time, would involve "discussion, revision, and development of policies regarding the termination and retention of faculty, including tenured and nontenured."

An additional staff letter in early June brought no change affecting the Bryan case, whereupon the Association's general secretary authorized the preparation of this staff report on the issues of concern. By letter of June 25, 2008, the administration was so informed.

While this report was in preparation, the staff learned from North Idaho College's "Faculty Finder" for fall 2008, when Ms. Bryan was again not offered any classes to teach, that the college had engaged four new full-time instructors in English and assigned classes that Ms. Bryan is qualified to teach to perhaps as many as eight part-time instructors with less seniority. In addition, a September edition of the college's newsletter repeated an advertisement in its "Open Positions" column for a part-time English instructor.

III. Issues

The Association's recommended standards regarding the renewal or nonrenewal of part-time appointments provides the framework for assessing the issues posed by Ms. Bryan's case.

A. ACADEMIC DUE PROCESS

In 2006, the Association issued a specific set of recommended procedural standards, some already existing and some new, relating to part-time faculty appointments. These standards, formulated by a joint subcommittee of Committee A and the Association's Committee on Contingent Faculty and the Profession, were incorporated into the *Recommended Institutional Regulations on Academic Freedom and Tenure* as a separate Regulation 13. The new regulation, which includes certain seniority-based reappointment rights, lays out best practices for renewal or nonrenewal of part-time faculty appointments and delineates the protections of academic due process that should be afforded. The provisions of Regulation 13, as they apply to the case of Ms. Bryan, form the basis for the discussion that follows.

1. Notice of Nonreappointment

Under Regulation 13e, "For part-time faculty members who have served for three or more terms within a span of three years . . . [w]ritten notice of reappointment or nonreappointment will be issued no later than one month before the end of the existing appointment. If the notice of reappointment is to be conditioned, for example, on sufficiency of student enrollment or on financial considerations, the specific conditions will be stated with the issuance of the notice." As previously noted, Ms. Bryan had served as an instructor at North Idaho College for thirteen consecutive semesters, nine part time and four full time—a total of six and a half years. She reports that during her years of part-time service she was regularly notified in October of the fall semester—at the same time as the full-time faculty—about her teaching assignments for the spring and at no time during that period was any question raised about the availability of courses for her to teach.

In the middle of the fall 2007 semester, however, after receiving no word about her course assignments for spring 2008, she repeatedly asked her immediate administrative superiors about those assignments, and they repeatedly declined to give her a definite answer. Not until the last day of the fall semester did the interim vice president let her know—by e-mail—that she would be assigned no courses for the spring. The NIC administration has taken the position that, because the contract under which Ms. Bryan served, like the contracts that govern the appointments of all other part-time instructors at the college, was a "Special Appointment—One Semester Only," it constituted full and timely notice of nonreappointment when its term expired. In short, each semester-long contract placed the part-time faculty member on notice that the appointment was for that semester only and provided no basis for expecting renewal; Ms. Bryan was therefore not entitled to any separate or more explicit notice of nonretention.

The Association, however, has consistently viewed notice as resulting from a considered decision in an individual case, and it views blanket notice to everyone on a renewable appointment to be effective notice to no one. Under Regulation 13, given the length of her service at the college, and despite the fact that she served on semester-by-semester contracts, she should have been afforded notice at least a month before the end of the fall 2007 semester. It is obvious that giving notice no earlier than the final day of the fall semester that a faculty member will not be reappointed to teach in the spring semester leaves that individual without any realistic hope of securing employment for the coming term;

that is a major reason for the modest one-month notice requirement in Regulation 13.

2. Reasons for Nonreappointment

According to Regulation 13d, “After having been reappointed beyond an initial term, a part-time faculty member who is subsequently notified of nonreappointment will be advised upon request of the reasons that contributed to the decision. Upon the faculty member’s further request, the reasons will be confirmed in writing.”

Throughout much of the fall 2007 semester, before Ms. Bryan received the December 14 e-mail message from Vice President Christie officially notifying her that she would not be offered a part-time assignment for the spring, Ms. Bryan had repeatedly inquired about her spring course assignments. Following receipt of the vice president’s e-mail, she requested a substantive explanation for the decision. The vice president did not respond. Repeated efforts by the Association’s staff to obtain a statement of the substantive grounds for Ms. Bryan’s nonretention were rebuffed by the NIC attorney. The administration, seeing itself as under no obligation to do so, did not come forth with an explanation, called for in Regulation 13, for its decision to deny any further teaching assignments to Ms. Bryan, despite her seniority, the positive assessments of her teaching over the previous six and a half years, and the apparent availability of courses she was qualified to teach.

3. Opportunity to Appeal

Regulation 13d provides that “[a]fter having been reappointed beyond an initial term, a part-time faculty member who is subsequently notified of nonreappointment . . . will be afforded opportunity for review of the decision by a faculty committee.” Regulation 13c further provides that “[i]n a case of nonreappointment, if a part-time faculty member establishes a prima facie case, to the satisfaction of a duly constituted faculty committee, that considerations that violate academic freedom or governing policies against improper discrimination significantly contributed to his or her nonretention, it is incumbent on those who made the decision to come forward with evidence in support of that decision.” Under Regulation 13e, which relates to “part-time faculty members who have served for three or more terms within a span of three years,” as in the case of Ms. Bryan, “the following additional protections of due process apply”:

- (2) If the faculty member notified of nonreappointment alleges that the decision was based significantly on considerations that violate academic freedom or governing policies against

improper discrimination, the allegation will be subject to review in the manner set forth in Regulation 10.²

- (3) When the part-time faculty member is denied reappointment to an available assignment (one with substantially identical responsibilities assigned to another part-time faculty member with less service), if the nonreappointed faculty member alleges that the decision was based on inadequate consideration, the allegation will be subject to review by a faculty body. If this body, while not providing judgment on the merits of the decision, finds that the consideration has been inadequate in any substantial respects, it will remand the matter for further consideration accordingly.

Ms. Bryan has complained that the administration lacked a legitimate academic basis for the decision to deny her teaching assignments in spring 2008, when part-time instructors junior to her in years of service were assigned courses she could have taught. She sought to challenge that decision on grounds that inadequate consideration had been given to her qualifications. In addition, in the December 17, 2007, grievance she filed against her department chair and the interim vice president for instruction, Ms. Bryan alleged that the adverse decision resulted in significant part from impermissible considerations, that the “recent issues/controversy with my husband . . . have resulted in a biased treatment/consideration of me.”³ She went on to request an opportunity to have her complaint reviewed by an appropriate faculty body. College counsel Lyons, however, declared that a decision against renewing a special appointment was not grievable. Moreover, he asserted that her “complaint does not involve issues of academic freedom or unlawful discrimination.”

Regulation 13, as noted above, calls for the affording of basic protections of academic due process

2. Regulation 10 calls for a formal proceeding in which the faculty member bears the burden of proof. Should the faculty member establish a prima facie case, the administration is required to provide evidence in support of its decision.

3. According to the AAUP’s *statement On Discrimination*, “The Association is committed to use its procedures and to take measures, including censure, against colleges and universities practicing illegal or unconstitutional discrimination, or discrimination on a basis not demonstrably related to the job function involved, including, but not limited to, age, sex, disability, race, religion, national origin, marital status, or sexual orientation.”

when a part-time instructor who has accrued a certain amount of seniority and has come to have a reasonable expectation of continued employment for the following semester is notified of nonretention. In addition to having a right (discussed above) to be informed of the substantive grounds for such a decision, the affected faculty member should have access to a duly constituted faculty body to challenge their sufficiency, particularly when a claim has been made that impermissible considerations figured significantly in the decision. The administration of NIC not only denied Ms. Bryan a statement of the reasons for its decision but also failed to afford her an opportunity for faculty review of that decision, contending that the terms of her contract did not entitle her to file a grievance. Its policy in that regard, and its invocation in Ms. Bryan's case, disregarded the applicable provisions of Regulation 13.⁴

B. DISCRIMINATION AND ACADEMIC FREEDOM

As discussed earlier in this report, the academic performance of Ms. Bryan throughout her years on the NIC faculty appears to have been successful. If anything occurred during the fall 2007 semester with regard to her teaching or service that led to the decision not to renew her appointment, the administration has not revealed what it is. Indeed, the administration has repeatedly declined to provide any reasons for its decision, let alone opportunity for Ms. Bryan to challenge it, thus leaving un rebutted her allegation that the decision not to reappoint her was triggered by her husband's difficulties with the administration during that same fall semester. Her un rebutted claim in this regard was an important consideration in the general secretary's authorization of this report.

Absent an explanation from the administration, the accumulated evidence—the reported quality of her academic performance, the availability of courses for her to teach, the assignment of those courses to other part-time instructors junior to her in years of service—strongly suggests that there was no plausible academic basis for the decision not to reappoint her beyond fall 2007. Her husband's having tenure apparently spared him from dismissal without demonstration of cause,

while she, on the other hand, could be released at the administration's discretion. Her leaving could result in his leaving as well. Ms. Bryan can reasonably claim discrimination on the basis of marital status, as it is highly likely that, were it not for the dispute that the college administration was contemporaneously having with her husband, she would have been given more favorable treatment, consistent with her prior teaching record and experience. Clearly her candidacy for reappointment was not given adequate consideration. Moreover, her vulnerability to the termination of her services at the administration's pleasure, even if she herself continued to speak out sharply, could well have had a negative impact on the academic freedom of other part-time faculty members holding similar appointments.

IV. Conclusion

The case of Jessica Bryan exemplifies the plight of many contingent faculty members: vulnerable and insecure no matter how long and how well they might have served their institution. An experienced, highly regarded part-time English instructor with thirteen uninterrupted semesters of teaching at North Idaho College, Ms. Bryan was informed by e-mail on the last day of the fall 2007 semester that the administration would not offer her any courses to teach in the spring (or any time thereafter, it would appear) despite the fact that other part-time instructors junior to her in years of service were being assigned courses she had taught for more than six years and the administration engaged new instructors to teach some of those courses in fall 2008. When she asked for a substantive explanation for its decision not to reappoint her, the administration, through college counsel, declined to do so. When she requested an opportunity for faculty review of her claim that inadequate consideration had been given to her qualifications and that the decision resulted in significant measure from impermissible considerations, the administration, again through college counsel, told her that the contract governing her temporary appointment afforded her no such rights.

The North Idaho College administration terminated the services of Ms. Bryan in disregard of the provisions on part-time faculty appointments set forth in Regulation 13 of the Association's *Recommended Institutional Regulations on Academic Freedom and Tenure*. The administration appears to have treated her as it did in part because it could do so, and under the official policies of the institution she had no recourse. Those policies view the college's part-time instructors, who serve on semester-by-semester contracts renewable at the administration's

4. As stated earlier, Ms. Bryan was in her seventh year on the NIC faculty when her services were terminated. The AAUP's Regulation 13 states that part-timers reappointed beyond the seventh year "shall not be replaced by part-time appointees with less service who are assigned substantially identical responsibilities without having been afforded the procedural safeguards associated with dismissal."

discretion, as virtually at-will employees, subject to nonre-
 tention for any reason or no reason, simply because some-
 one in authority no longer wishes to retain them. As an
 AAUP investigating committee wrote with regard to at-will
 employees, “the conditions of their appointment leave
 them without the procedural safeguards of academic due
 process. Moreover, the mere presence of at-will conditions
 has a chilling effect on the exercise of academic freedom.
 Faculty members placed at constant risk of losing their
 position by incurring the displeasure of the administra-
 tion must always be on guard against doing so.”⁵

Committee A on Academic Freedom and Tenure has by
 vote authorized publication of this report in *Academe*:
Bulletin of the AAUP.

Chair: DAVID M. RABBAN (Law), University of Texas

Members: RONALD M. ATLAS (Biology), University of
 Louisville; SHELDON KRIMSKY (Biomedical Ethics and

Science Policy), Tufts University; SUSAN E. MEISEN-
 HELDER (English), California State University, San
 Bernardino; DAVID MONTGOMERY (History), Yale
 University; ADOLPH L. REED, JR. (Political Science),
 University of Pennsylvania; ANDREW T. ROSS
 (American Studies), New York University; ERNST
 BENJAMIN (Political Science), AAUP Washington Office,
 ex officio; CARY R. NELSON (English), University of
 Illinois at Urbana-Champaign, ex officio; MARTHA S.
 WEST (Law), University of California, Davis, ex officio;
 JOAN E. BERTIN (Public Health), Columbia University,
 consultant; MATTHEW W. FINKIN (Law), University of
 Illinois at Urbana-Champaign, consultant; ROBERT A.
 GORMAN (Law), University of Pennsylvania, consultant;
 JEFFREY R. HALPERN (Anthropology), Rider University,
 consultant; ROBERT C. POST (Law), Yale University,
 consultant; LAWRENCE S. POSTON (English), University
 of Illinois at Chicago, consultant; NEIL W. HAMILTON
 (Law), University of St. Thomas, liaison from Assembly
 of State Conferences.

5. “Academic Freedom and Tenure: University of the
 Cumberlands (Kentucky),” *Academe* 91 (March–April
 2005): 111.

INSTITUTIONS SANCTIONED FOR INFRINGEMENT OF GOVERNANCE STANDARDS

Reports of an Association investigation at the institu-
 tions listed below have revealed serious infringements of
 generally accepted standards of college and university
 government endorsed by this Association, as set forth in
 the *Statement on Government of Colleges and Uni-
 versities* and derivative governance documents. Institu-
 tions are placed on or removed from this sanction list by
 vote of the Association’s annual meeting.

The publication of these sanctions is for the purpose
 of informing Association members, the profession at
 large, and the public that unsatisfactory conditions of
 academic government exist at the institutions in
 question.

The sanctioned institutions and the date of sanction-
 ing are listed, along with the citation of the report that
 formed the basis for the sanction.

Lindenwood University (Missouri) (<i>Academe</i> , May–June 1994, 60–69)	1994
Elmira College (New York) (<i>Academe</i> , September–October 1993, 42–52)	1995
Miami-Dade College (Florida) (<i>Academe</i> , May–June 2000, 73–88)	2000

CENSURED ADMINISTRATIONS

Investigations by the American Association of University Professors of the administrations of the institutions listed below show that, as evidenced by a past violation, they are not observing the generally recognized principles of academic freedom and tenure endorsed by this Association, the Association of American Colleges and Universities, and more than 210 other professional and educational organizations. The 1940 *Statement of Principles on Academic Freedom and Tenure* can be found on the AAUP Web site at www.aaup.org.

This list is published for the purpose of informing Association members, the profession at large, and the public that unsatisfactory conditions of academic freedom and tenure have been found to prevail at these institutions. Names are placed on or removed from this censure list by vote of the Association's annual meeting.

Placing the name of an institution on this list does not mean that censure is visited either upon the whole of the institution or upon the faculty, but specifically upon its present administration. The term "administration" includes the administrative officers and the governing board of the institution. This

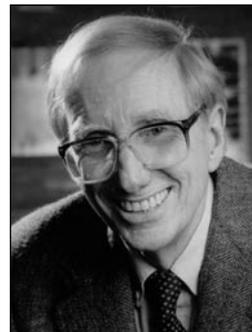
censure does not affect the eligibility of nonmembers for membership in the Association, nor does it affect the individual rights of members at the institution in question.

Members of the Association have often considered it to be their duty, in order to indicate their support of the principles violated, to refrain from accepting appointment to an institution so long as it remains on the censure list. Since circumstances differ widely from case to case, the Association does not assert that such an unqualified obligation exists for its members; it does urge that, before accepting appointments, they seek information on present conditions of academic freedom and tenure from the Association's Washington office and prospective departmental colleagues. The Association leaves it to the discretion of the individual, possessed of the facts, to make the proper decision.

The censured administrations, with dates of censuring, are listed below. Reports were published as indicated by the *Bulletin* or *Academe* citations in parentheses following each listing. Reference should also be made to "Developments Relating to Censure by the Association" and to the "Report of Committee A," each of which appears annually in *Academe*.

Grove City College (Pennsylvania) (March 1963, 15–24)	1963	Alaska Pacific University (May–June 1995, 32–39)	1995
Frank Phillips College (Texas) (December 1968, 433–38)	1969	St. Bonaventure University (New York) (July–August 1995, 65–73)	1996
Concordia Seminary (Missouri) (April 1975, 49–59)	1975	National Park Community College (Arkansas) (May–June 1996, 41–46)	1996
Murray State University (Kentucky) (December 1975, 322–28)	1976	Saint Meinrad School of Theology (Indiana) (July–August 1996, 51–60)	1997
State University of New York (August 1977, 237–60)	1978	Minneapolis College of Art and Design (May–June 1997, 53–58)	1997
Phillips Community College of the University of Arkansas (May 1978, 93–98)	1978	Brigham Young University (September–October 1997, 52–71)	1998
Nichols College (Massachusetts) (May 1980, 207–12)	1980	University of the District of Columbia (May–June 1998, 46–55)	1998
Yeshiva University (New York) (August 1981, 186–95)	1982	Lawrence Technological University (Michigan) (May–June 1998, 56–62)	1998
American International College (Massachusetts) (May–June 1983, 42–46)	1983	Johnson & Wales University (Rhode Island) (May–June 1999, 46–50)	1999
Metropolitan Community Colleges (Missouri) (March–April 1984, 23a–32a)	1984	Albertus Magnus College (Connecticut) (January–February 2000, 54–62)	2000
Talladega College (Alabama) (May–June 1986, 6a–14a)	1986	Charleston Southern University (South Carolina) (January–February 2001, 63–77)	2001
Pontifical Catholic University of Puerto Rico (May–June 1987, 33–38)	1987	University of Dubuque (September–October 2001, 62–73)	2002
Husson College (Maine) (May–June 1987, 45–50)	1987	Meharry Medical College (Tennessee) (November–December 2004, 56–78)	2005
Hillsdale College (Michigan) (May–June 1988, 29–33)	1988	University of the Cumberland (Kentucky) (March–April 2005, 99–113)	2005
Southeastern Baptist Theological Seminary (North Carolina) (May–June 1989, 35–45)	1989	Virginia State University (May–June 2005, 47–62)	2005
The Catholic University of America (September–October 1989, 27–40)	1990	Our Lady of Holy Cross College (Louisiana) (January–February 2007, 60–68)	2007
Dean College (Massachusetts) (May–June 1991, 27–32)	1992	Bastyr University (Washington) (March–April 2007, 106–20)	2007
Baltimore City Community College (May–June 1992, 37–41)	1992	University of New Orleans (May–June 2007, 74–80)	2007
Loma Linda University (California) (May–June 1992, 42–49)	1992	Loyola University New Orleans (May–June 2007, 88–100)	2007
Clarkson College (Nebraska) (May–June 1993, 46–53)	1993	Tulane University (May–June 2007, 101–18)	2007
North Greenville College (South Carolina) (May–June 1993, 54–64)	1993	University of New Haven (May–June 2008, 44–56)	2008
Savannah College of Art and Design (May–June 1993, 65–70)	1993		
University of Bridgeport (November–December 1993, 37–45)	1994		
Benedict College (South Carolina) (May–June 1994, 37–46)	1994		
Bennington College (March–April 1995, 91–103)	1995		

The Campaign for the Common Good



ROBERT N. BELLAH

The AAUP has launched a capital campaign to establish a \$10 million endowment to ensure the future of the Association. Interest from the endowment will allow the AAUP to respond to current crises and undertake initiatives beyond our current financial capabilities. Why is your help important? Here's what Robert N. Bellah, one of the national campaign committee members, has to say.

The launch of the Campaign for the Common Good, the first time the American Association of University Professors has ever sought support for its ongoing activities, may come at a fortunate time. Too many of my fellow professors have little or no knowledge of the AAUP and its critical role in defense of academic freedom and support for academic self-government in the university. I hope that a vigorous campaign can bring greater attention to the vital activities of the Association. This is not a moment when university teachers can withdraw into their professional activities, disregarding the social environment as it affects serious intellectual life. Pressures for budget cutting and political conformity are on the rise. We cannot afford to take the university for granted; it is a fragile institution, surviving only because of the dedicated activities of those who would see it grow and prosper. Now more than ever, we need the stalwart defense that only the AAUP can provide. It is time for all who teach in the university to realize that and rise to support its activities.

Robert N. Bellah, Elliott Professor of Sociology Emeritus, has served for thirty years as professor of sociology at the University of California, Berkeley. His books on the sociology of religion, including *Beyond Belief: Essays on Religion in a Post-Traditional World*, *The Broken Covenant: American Civil Religion in Time of Trial*, and *The Good Society* (coauthored), have shaped the discipline. In 1985, the University of California Press published the widely discussed *Habits of the Heart: Individualism and Commitment in American Life*, which Professor Bellah co-authored. *Habits of the Heart* won the Los Angeles Times Book Prize for "Current Interest" and was a Jury Nominee for the Pulitzer Prize in General Nonfiction. In December 2000, Professor Bellah received the National Humanities Medal.

Why does the Association need an Endowment Fund?

Robert N. Bellah has strongly stated why the Association's work is so important. Each day, the Association in small ways and large advocates for the profession and defends the academic freedom of the professoriate.

But the defense of academic freedom comes at a substantial cost.

The Association depends almost exclusively on the dues of its members and operates on a budget that provides little margin for emergencies or special initiatives. Without a dependable financial base, the Association's future as a trusted and independent voice for American faculty is limited. To secure our past gains for the profession and for society at large, the Association needs a stable source of income. For that, we need your help!

Please use this pledge form to make a gift to the Association today.

AAUP

American Association of University Professors

Academic Freedom for a Free Society

Capital Campaign Pledge

I am pleased to support the work of the AAUP through my pledge to the Association's Campaign for the Common Good. I want my contribution added to the Association's Endowment Fund.

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