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About the Author
Jonathan Knight was director of the AAUP’s program in Academic Freedom and Tenure until his retirement in 2008.
About the AAUP

Founded in 1915, the American Association of University Professors is the only faculty organization devoted solely to higher education. Its mission is to advance academic freedom and shared governance, to define fundamental professional values and standards for higher education, and to ensure higher education’s contribution to the common good. The AAUP has worked to achieve these goals through policies developed over many years on an array of subjects: academic freedom, tenure, and due process; professional ethics; research and teaching; discrimination; college and university government; collective bargaining; student rights and freedoms; college and university accreditation; and collateral benefits, such as retirement plans and leaves of absence. Many of the key policy statements are the AAUP’s alone, while others are the result of joint effort. The classic 1940 Statement of Principles on Academic Freedom and Tenure, for example, was issued by the AAUP and the Association of American Colleges and Universities. Nearly two hundred U.S. educational and scholarly organizations have endorsed it.

The Association’s numerous programs, and the assistance of countless faculty volunteers on hundreds of college and university campuses, help to promote the economic and professional interests of all faculty members. The AAUP’s staff, located in Washington, D.C., handles the Association’s day-to-day activities. These include dealing with complaints from individual faculty members about an institution’s administrative officers or, sometimes, about other members of the faculty; responding to inquiries about higher education law and submitting friend-of-the-court briefs in key appellate cases; lobbying in Washington and state capitals on higher education issues; advising and assisting campus AAUP chapters (among them those that engage in collective bargaining) and state AAUP conferences; and editing and producing Academe, the AAUP’s bimonthly magazine.

The AAUP’s efforts depend on the financial support of individuals. For the AAUP to continue as the pre-eminent voice for academic freedom and faculty rights, it needs the help of many hands. Please help by joining the AAUP. For membership information, call (800) 424-2973 or write to aaup@aaup.org.

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1. The text of many of these policies appears in the AAUP’s Policy Documents and Reports (more commonly known as the “Redbook”), available for purchase at http://www.press.jhu.edu/books/title_pages/9269.html. (AAUP members receive a discount on the volume.) Also see the selected readings on pp. 32–33.
Introduction
This guide offers answers to commonly asked questions about faculty appointments. It is designed to assist both new and experienced faculty members as well as department chairs, deans, and senior administrators. The guide covers basic issues in the areas of appointment, reappointment, tenure, academic freedom, and professional ethics. It is not meant to be comprehensive and is not the only source of assistance available from the AAUP. For further information about AAUP policies, we recommend that you purchase a copy of the AAUP’s Policy Documents and Reports (more commonly known as the “Redbook”), which is available at http://www.press.jhu.edu/books/title_pages/9269.html. (AAUP members receive a discount on the volume.) If you need advice about a particular matter, please call our Washington office at (202) 737-5900 for a referral to a staff member who can provide more information based on your own circumstances and concerns.

The answers that are given in this guide are based on standards of sound academic practice that the AAUP commends to the community of higher education. These standards draw on the AAUP’s long history of implementing them in specific situations. For the past several years, the AAUP’s staff has responded to more than a thousand inquiries annually about problems relating to AAUP standards. Most are from faculty members, but administrators also seek assistance from the AAUP and, on occasion, so do students.

The application of Association standards to a specific matter can be influenced by an institution’s own regulations, and you should therefore be familiar with those at your college or university. Also, because the law’s presence on campus is expanding, and because the resolution of faculty issues sometimes takes into account the decisions of state and federal courts, you may require the help of legal counsel.
Getting Started
There are several ways of getting started in an academic position. Most common is an initial appointment at a college or a university, whether full or part time, that is also one’s first faculty position. Moving from one institution to another is also a familiar experience. Faculty members beginning their academic careers often ask questions one through four below, but others, too, sometimes raise these matters. Question five is asked with increasing frequency as more faculty members start their academic careers in part-time positions. Question six is especially important to faculty members who have held an appointment at one institution and who are planning to accept an appointment at a different one.
1. **Question.** I intend to apply to several institutions for my first full-time faculty appointment. What, in general, should I keep in mind with respect to announcements for faculty positions and interviews for them?

   **Answer.** Perhaps the first point to bear in mind is that announcements for faculty positions should be clear about the rank and the length of the appointment, teaching and research expectations, and requisite experience and credentials. Announcements should also specify whether the position is probationary for tenure and whether its availability is contingent upon funding or other conditions. Applicants should also be able to obtain, upon request, the institution’s criteria and procedures for reappointment, promotion, and tenure. They are usually contained in a faculty handbook.

   The institution’s procedures for reviewing applicants should be consistent with its announced criteria for the position, and it should respect the confidentiality of all candidates for faculty positions. Also keep in mind that the institution, if it contacts references, may be in communication with people you have not identified.

   If you are interviewed, all communications with you about the position should be consistent with the information stated in the announcement for the position. If you request information about the progress of the search and the status of your candidacy, your request should be honored. At the same time, you should disclose in a timely fashion conditions that might materially bear upon the institution’s decision to offer an appointment (for example, requirements for research funds, unusual moving costs, or a delayed starting date).

   The institution’s decision about which candidate will be offered the position should be consistent with the criteria for the position and its duties as stated in the announcement of the vacancy. If significant changes are made in the criteria for the position or its duties in the course of the search and screening process, the institution should start a new search.

2. **Question.** In the next few days, I will receive a written offer of a faculty appointment. What subjects should the letter of appointment cover?

   **Answer.** Two initial matters require emphasis. First, the terms of the offer should be consistent with the published announcement for the position. For example, if the announcement states that the position is probationary for tenure, it would be improper to offer an appointment that is not on the tenure track. Second, oral offers and oral acceptances are generally not considered binding, although they should be frank and accurate on both sides. The written offer should be an unequivocal letter of appointment signed by the responsible institutional officer, such as the department chair or the dean. Such letters often state that the appointment is not official until the governing board of the institution gives final approval.

   As to the content of the letter of appointment, each of the following should be stated clearly: (a) the length of the appointment; (b) the academic rank; (c) the conditions of renewal; (d) the salary and benefits; (e) the duties of the position; (f) as applicable, whether the appointment is with tenure, the amount of credit toward tenure for prior service, and the maximum length of the probationary period; (g) as applicable, the institution’s “start-up” commitments for the appointment (for example, equipment and laboratory space), as well as
any continuing research support (professional travel, sabbaticals, and the like); (h) the date on
which the appointment begins and the date on which you are expected to be on campus; (i) the
date by which your response to the offer is expected, which should be not less than two weeks
from receipt of the offer; and (j) information about institutional policies and regulations (as well
as departmental bylaws, if any) that bear upon the appointment.

In addition to considering what is stated in the letter of appointment, you should review the
complete text (or texts) of the institution’s current faculty regulations. Optimally, you should do
so before you respond to the offer, even though the regulations may be somewhat difficult to
obtain if they are not collected under a single cover but are scattered in several sources. It is
important to become familiar with the regulations as soon as possible in order to learn what
they say about faculty appointments, both new and continuing.

3. Question. What is the maximum length of the period of probation?

Answer. The AAUP’s answer is seven years, with a decision on tenure to be reached by
the end of the sixth. But two further questions immediately arise: why have a maximum length,
and, if there is one, why should the number be seven and not some other figure? Several
reasons justify a maximum period of probation. To begin with, it prompts a careful and exacting
evaluation of an individual’s work. When everyone is continually subject to contract renewal—in
other words, if there is no specific time, as occurs in a review for tenure, for reaching a decision
about a faculty member’s career—there will be a strong tendency to avoid firm judgments
about the quality of individual performance. The results of a tenure review can be unpleasant
not only for a faculty member who is denied tenure, but also for those responsible for the
decision. But if there is no definite time for a decision on permanence, it is all too easy to put off
for tomorrow what does not need to be decided today.

Second, and most important, a maximum period of probation strengthens academic
freedom. A system of open-ended probation is a condition of permanent transience, and faculty
members who each year (or every two, three, or four years), indefinitely into the future, have to
ask if they can stay, are not likely to feel free to speak and write the truth as they see fit.

As for a maximum period of seven years and not a different number, it was a compromise
agreed to by the AAUP and the Association of American Colleges (now the Association of
American Colleges and Universities), the two organizations that jointly issued the 1940
Statement of Principles on Academic Freedom and Tenure. Too few years (three or four, for
example) seemed too brief for a considered decision, while too many years (ten, for example)
would have alienated younger faculty members. The AAUP wanted the AAC’s agreement to a
fixed and generally accepted limit to the number of years a faculty member could be at an
institution without the protections of tenure, and seven was the result.

2. The statement provides that, “[b]eginning with appointment to the rank of full-time instructor or a
higher rank, the probationary period should not exceed seven years.” For the circumstances under which
the period of probationary service may be legitimately extended, see questions 3 and 4 under Leaving the
Institution—or Staying.
4. **Question.** My full-time appointment begins in January. When does my probationary period (the “tenure clock”) start—in January, the previous September, or next fall?

**Answer.** The clock should not start before the appointment commences, so plainly it should not begin the previous September. January is a possible starting date, because teaching has begun, but the reasons for starting the tenure clock the following fall are more persuasive. The clock counts the number of years that are probationary for tenure. One’s service in each of those years is full time. While an appointment that begins in January is full time for the spring term, it is half of that for the academic year that began the previous fall. Moreover, starting the tenure clock in the fall following a January appointment coincides with the rhythm of review and appointment procedures in colleges and universities, which are geared to an academic, not a calendar, year.

Adherence to the rhythm of the academic year for faculty appointments is important in the event that an appointment is not renewed. In such a case, if the tenure clock were to start in January, and if nonrenewal is likely to take effect in the middle of the academic year (typically at the end of December), the faculty member would be at a serious disadvantage in securing another position at a time that is out of step with the ordinary cycle of academic appointments. The institution is also at a disadvantage in trying to replace the departing faculty member: the pool of qualified candidates who can begin in January will ordinarily be smaller than the pool of candidates for a fall opening.

5. **Question.** I have taught part time, and successfully, for several years in the same department, which is about to conduct a search for a new full-time tenure-track position in my area of teaching. Am I right in believing that, because of my teaching experience in the department, I should be interviewed for the position?

**Answer.** It is the decision of the search committee as to which applicants for the position will be invited to meet with the committee. The members of the committee may conclude that your teaching experience matches the announced criteria for the position, and therefore ask you to meet with them. Alternatively, the search committee may determine that even though your teaching has been successful, your background and experience in other respects fall short of the expectations for the professional work of the faculty member being recruited. Your situation is not different from that of any other faculty member, whether serving part or full time, who has been teaching in a department for some years and has submitted an application for a newly created position. As a candidate from inside the department, one may have the advantage of being well known to other members of the department. Of course, being well known may also be a disadvantage. In any event, while prior teaching in the department might give a boost to a candidacy, it does not create a right to meet with a search committee.

In one respect, however, your status as a current member of the department argues for your being treated somewhat differently from applicants outside the department. Candidates for faculty positions are usually not given an explanation for why their candidacies were unsuccessful other than to be told, if they ask, that a more suitable candidate was chosen. If your application for the position is not successful—you are not invited to meet with the search committee, or, if invited, you are not offered the position—and you were to ask why it did not succeed, then it would be reasonable to expect the committee to respond fully rather than
perfunctorily given your service to the department. One hopes that the committee would see that doing so presents no difficulty.

6. **Question.** I taught ten years at another college before starting at my current institution. How much of my previous service can count as part of the probationary period at the new college?

**Answer.** Before answering this question, let me explain why, in principle, any previous service should be counted. Because there should be a maximum limit to probationary service, failure to grant credit for service at one or more previous institutions would result in excessive probation. It does not follow, however, that all of one’s previous service elsewhere should be credited by the current institution. There is great diversity among colleges and universities—not all experience is interchangeable—and an institution may want some time to determine for itself whether an individual meets its standards for tenure.

A compromise was agreed to by the AAUP and the Association of American Colleges, the two organizations that developed the standard for crediting previous service: the years that a faculty member has served at another institution should count as probationary years at the current institution, but no more than three years need be so credited. In other words, a probationary period of up to four years at a given institution is a reasonable arrangement in appointing a person with prior service, even though the person’s total probationary period in the profession will thereby extend beyond the normal maximum of seven years. This compromise serves the interests of both institutions and individuals. It gives institutions the opportunity to make decisions based on a faculty member’s performance on their own campuses, while faculty members have the chance to obtain appointments that might not otherwise have been available to them because of insufficient time for evaluation for tenure.

Of the ten years you taught at a different college, three years of that service should ordinarily be credited at the new institution. There may be other issues, however. Did the previous service occur many years in the past? Was the teaching in a distinctly different field of study? Was the teaching in a significantly different type of institutional setting? Because the answers to these questions can influence the decision about the amount of prior service to be credited, the administration of the new college should seek advice on such issues from a faculty committee at the time of the initial appointment.
Evaluations and Reviews

Evaluations and reviews of faculty work are as much a part of academic life as are the complaints by faculty members that they must submit to them or carry them out. There are assessments for salaries, grants, and sabbaticals (the list could easily be extended), but for most faculty members the key evaluations tend to be those for reappointment, promotion, and tenure. Questions one, two, and three below deal with such assessments. Question four can arise in different situations but pertains especially to faculty members who are facing a decision on reappointment or tenure and are queried about their classroom performance. Faculty members who have been denied reappointment or tenure often ask question five. Questions six and seven address two problems that can impair an evaluation or a review. One occurs when an individual participates in a personnel decision that directly benefits a member of his or her family; the other involves improper discrimination.
1. **Question.** I have a probationary appointment. Can I be let go during the probationary period before I am reviewed for tenure?

**Answer.** A probationary period gives faculty members the opportunity to prove themselves, and it gives their colleagues time to observe and evaluate them based on their performance in the position, not just on their academic credentials and recommendations. An evaluation (several can occur in the course of the probationary period) might conclude that the faculty member is progressing satisfactorily and express the hope that he or she will continue to do so. Or it might call for improvement in specified areas and encourage attention to them. A third possibility is that the evaluation identifies weaknesses in performance, concludes that improvement is unlikely, and results in the nonrenewal of appointment. The probationary period is a time of testing. If one falls short, one can legitimately be separated from the institution at the end of any given term of appointment. Probation offers the opportunity to work toward tenure, but it does not ensure that the individual will be retained for the entire probationary period or that an evaluation for tenure will in fact take place.

2. **Question.** When I began teaching, I was told that I needed to publish at least three refereed journal articles in order to get tenure. I am at the end of my fourth year, and the requirement has just been changed to five articles. Is that fair?

**Answer.** Sound academic practice requires that your institution define its criteria for tenure and advise you of those criteria early in your appointment. Any special standards adopted by your department or school should also be brought to your attention. But criteria can change as the needs and expectations of the department and the institution change. Who is properly subject to the new criteria? Certainly, new faculty members cannot plausibly claim that they should be evaluated under previous criteria that were applied when senior colleagues were reviewed for tenure. The difficult issue is the application of new criteria to faculty members in the middle of the probationary period who were informed of different standards for tenure, and who may well have made important professional decisions based on those standards.

There is no reason to question a college or university policy that requires that new standards for tenure be applied only to new faculty members. A policy that calls for applying the new standards to continuing probationary faculty can also pass muster, but much will depend upon local circumstances. Consider the following situations. In the first, a faculty member is told six months after starting to teach at a university that the standards for tenure now require the publication of at least one book; previously, a minimum of six articles in refereed journals was required. Neither the timing of the change in the standards nor the substance of the new requirement seems unreasonable. In the second situation, a faculty member in her fifth year of teaching at a university learns that, to attain tenure, she must have a PhD in hand; the master’s degree that she holds no longer suffices. Plainly, applying the new standard to this individual is unfair.

As to your situation, the change in the standard requires that you publish two articles in the next, or fifth, year of teaching (I’m assuming that the tenure evaluation at your institution takes place during the sixth year and that you have already published three articles). By contrast, the

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3. See the AAUP’s “Statement on Procedural Standards in the Renewal or Nonrenewal of Faculty Appointments” in *Policy Documents and Reports.*
earlier requirement was the publication of three articles over the entire course of the probationary period. You are now asked to do almost as much as was required in five years in only one year, and that is unfair.

3. **Question.** In a recent conversation with the college president, I was told that my demonstrated usefulness and loyalty to the institution will be key considerations in determining whether my appointment will be renewed. Is that appropriate?

   **Answer.** The traditional and still widely used criteria for evaluating faculty performance focus on teaching, research, and service. The weight and meaning assigned to each of these areas varies among colleges and universities (and often among departments or divisions within institutions). Different emphases may also exist at different points in a faculty member’s career. For example, teaching and service might loom large at the outset of an appointment, while during an evaluation for tenure, published research moves to center stage.

   These areas of faculty performance are broad—but not so broad as to encompass the standards for evaluation described by your president. “Demonstrated usefulness to the institution” is both redundant and undesirable. Faculty members who have furnished evidence of excellence in teaching, research, and service have demonstrated their usefulness to the institution, and a specific criterion of usefulness is superfluous.

   As for loyalty, it is difficult to define and readily open to abuse. A faculty member who criticizes the administration or board of trustees may be considered by some to be disloyal to the institution, although the criticism, whether right or wrong, might be better understood as serving the institution by furthering the robust exchange of ideas. The president’s concern for loyalty to the institution may be a harmless way of encouraging you to do your best as a faculty member, but experience suggests that an emphasis on loyalty can readily become a means for stifling criticism. Indeed, uncertainty about the meaning of loyalty may deter you from engaging in activities protected under principles of academic freedom, because you might fear being thought insufficiently loyal if you speak critically.

4. **Question.** Does a student have the right to record my lectures if I have not given permission for doing so?

   **Answer.** Questions of this sort rarely, if ever, surface about a student who uses shorthand to record verbatim every word a faculty member utters in the classroom. What is it about an electronic recording that prompts concern? It is not unusual, of course, for a department or division to record the lectures of a faculty member, especially in classes that enroll many students. Typically, such classes offer little or no opportunity for discussion between the faculty member and the students or among the students, and the recordings are available for students who missed a class or want to hear a lecture again.

   Unlike handwritten notes, however, a recorder captures not only the voice of the teacher but those of students as well, and not only conversations about the class subject but also side remarks that may or may not be meant to be heard by others in the class or anyone outside of

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4. For a closely related issue, see question 6 under Contours of Academic Freedom.
it. A technology that indiscriminately preserves every comment and every voice can intimidate. As a result, the give-and-take of ideas may become guarded when it should be spirited.

Faculty members are obliged to encourage the free pursuit of learning in their students and may decide that the use of a recording device should not be allowed because of its negative consequences for teaching and learning. But a student’s request should be given careful attention. The reasons for the request might outweigh contrary misgivings.

5. **Question.** I believe that letters have been placed in my personnel file that are defamatory, and I want to read them. Can I be denied access to my own personnel file?

   **Answer.** Many colleges and universities still do not allow faculty members to have access to their personnel files. Perhaps the strongest argument advanced in support of this practice is that prohibiting access is the only way to ensure complete candor in the evaluation of candidates for appointment, reappointment, promotion, and tenure. Honest evaluations are at the core of personnel decisions and are indispensable to the quality of an academic institution. Some have therefore argued that access to one’s personnel file would result in revealing the identity of evaluators and their comments, which would lead to evaluations that are less candid, reliable, and useful.

   For the AAUP, however, the argument in favor of openness—that faculty members should have access to their own files, including unredacted letters, both internal and external—is more compelling. A key consideration is that access promotes care and accuracy in evaluations. It also provides affected faculty members a fair opportunity to learn of and respond to critical letters and evaluations. Such access is therefore likely to discourage evaluations that are based upon improper bias. The identity of the writer should be known, because the importance of evaluative comments may often be intensified by the scholarly credentials of the evaluator—or diluted or altogether discredited by that individual’s known professional or personal biases.

   Moreover, an individual who is considering whether to appeal an adverse personnel decision will be at a disadvantage in determining whether a basis exists for appeal unless he or she knows the stated reason for the decision; the substance of letters and evaluations, internal and external; and the identity of their authors. In sum, you should not be denied access to your personnel file.

6. **Question.** The husband of our department chair is a member of the department and a candidate for tenure. Should the chair recuse herself when the department considers her husband’s tenure candidacy?

   **Answer.** Your question raises the broader issue of regulations that prohibit more than one person from the same family from being appointed, retained, or tenured as a faculty member in a college or university or in a department or program within it. In other words, at some institutions your colleague might not have been appointed to the faculty, let alone have the opportunity to stand for tenure, as a consequence of his wife’s serving as chair of the department. “Antinepotism” rules are objectionable for several reasons: they improperly subject faculty members to an automatic decision on a basis wholly unrelated to academic

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5. The arguments for and against access to one’s own faculty personnel file are covered in greater detail in “Access to Faculty Personnel Files” in *Policy Documents and Reports.*
qualifications; they limit faculty members unfairly in their opportunity to practice their profession; and they are contrary to the best interests of the institution, which is deprived of qualified faculty members because of an inappropriate criterion.

That is not to say, however, that the appointment to a department of more than one member of the same family is free of problems. An inescapable conflict of interest arises when one family member is called on to evaluate the performance of another. It is thus reasonable for an institution to restrict an individual’s capacity to function as an advocate or judge in specific situations involving members of his or her family. The guiding principle in your colleague’s situation is that a faculty member should not participate in decisions involving a direct benefit (for example, initial appointment, salary, leave of absence, or tenure) to his or her family. Accordingly, the chair should step aside while her husband’s tenure candidacy is being considered by other members of the department.

The same reasoning applies to individuals who, although not related by blood or marriage, have close personal ties, as in the case of two individuals who are not married but live together.

7. **Question.** Several colleagues and I believe that we are the victims of sex discrimination in matters of salary and promotion, but there are no “smoking guns” such as sexist statements or conduct. What other types of evidence should we look for to support our claims?

**Answer.** Keep in mind that the kinds of evidence that can support a claim of discrimination will vary from case to case. Also bear in mind, as noted in the introduction to this guidebook, that the resolution on a campus of some faculty issues may be influenced by the decisions of state and federal courts, and may therefore require the help of legal counsel. Sex discrimination is increasingly one of those issues.

In addition to evidence related specifically to sex, at least two other kinds of evidence exist from which sex discrimination can be inferred. The first is the unequal application of standards. A criterion for promotion might be applied, say, to a female faculty member but not to a similarly situated male faculty member, or the same criterion may be applied more rigorously to a female faculty member who is a candidate for tenure than to a male candidate.

The second type of evidence concerns general deficiencies in procedure. Examples of this kind of evidence are vague criteria for appointment and promotion, inadequate evaluation procedures, and inadequate grievance procedures. Such evidence, considered along with more direct evidence of sex discrimination, may establish that you were wrongly treated.

Statistical evidence can also be important. Because sex discrimination is seldom overt, statistical evidence can be an essential tool in helping to establish discrimination. Statistical data that have proven useful include salary differentials between men and women (comparisons should, where possible, take into account factors such as institutional type, department, rank, and years of experience); the proportion of women on the faculty in relation to the number of qualified women available for appointment or promotion and affirmative action goals; changes in the percentage of women on the faculty; and differential promotion and tenuring rates.
Leaving the Institution—or Staying
The questions in this section deal with the aftermath of evaluations and reviews. Standards of notice for nonreappointment, extensions of the probationary period, appeals of tenure denials, and the question whether tenure is transferable from one institution to another are among the complex subjects addressed in the next eleven questions.
1. **Question.** Under our faculty rules, I was supposed to receive notice of nonreappointment by December 15, but the notice was dated January 1, and it reached me two days later. Am I entitled to some sort of relief or remedy for the late notice?

   **Answer.** The answer to the question is rooted in the standards for notice of nonreappointment of faculty members long supported by the AAUP. If an appointment is not to be renewed beyond the first year of academic service, notice should be given no later than March 1 of that year. Notice should be issued no later than December 15 of the second year of service if the appointment is to expire at the end of that year. Notice should be given at least twelve months before the expiration of an appointment after two or more years at an institution.

   These standards for notice not only reflect the professional courtesy due a faculty member, but also recognize the practical difficulty faced by an individual moving from one position to another in a profession in which vacancies are typically filled in accordance with the academic calendar. While the March 1 notice date in the first year of service places a faculty member at a disadvantage in seeking another position—the placement activities of most professional organizations will have been concluded, and many vacancies for the following year will have been filled—the disadvantage to both the individual and the institution will be greater if the decision on reappointment is premature. The March 1 date allows the institution a reasonable amount of time to determine whether or not a first-year faculty member’s appointment should be renewed.

   The notice that you received was unarguably late, but not so late as to have a significant bearing on your ability to obtain a satisfactory position for the next academic year. Nevertheless, a terminal date established by the institution for giving notice constitutes a commitment to nontenured faculty members and should be meticulously observed. A fair resolution is for you to receive an additional payment of salary to match the degree of the lateness of notice, that is, a little over two weeks.

2. **Question.** My appointment was not renewed. Am I entitled to know the reasons for the decision?

   **Answer.** Yes, you are. However, an institution might hesitate to provide a statement of reasons for nonreappointment to probationary faculty members. Those responsible may worry that if they give reasons for the nonreappointment, the institution may appear to have assumed the burden of demonstrating their validity. A notice of nonreappointment could thus become confused with a dismissal for cause, with the consequent risk of eroding the important distinction between tenure and probation. It is not at all difficult, however, to make clear in a college or university policy that a willingness to explain the basis for a nonrenewal decision carries no implication that the decision-making body must explain its decision.

   Some have argued that faculty members should be kept in the dark because if they do not know the reasons for the nonreappointment, they will not have a basis for challenging those reasons in court—and therefore will be less likely to litigate. Even if this were true, reasons should be given as a matter of elementary fairness and professional courtesy.
Faculty members can be honestly unaware of the reasons for a negative decision. If informed of them, they might try to remedy shortcomings as they continue their careers. Moreover, because the individual should have the opportunity to request a review of the adverse decision or to appeal it, ignorance of the reasons for the decision would create serious difficulties in determining whether to initiate such a request and in presenting a case for review.

Finally, faculty members have long accepted the obligation to explain to students why they have received a low grade. It is unacceptable for an administration to decline to explain to faculty members why their careers at the institution have been ended.

3. Question. The promotion and tenure committee has recommended an extension of my probationary period to allow me extra time to complete a book-length manuscript. I am in favor of the idea, and so is the administration. What is your opinion?

Answer. An additional term of probation—agreed to by a faculty member and an administration—that extends a faculty member’s service beyond the stated maximum period might provide some individuals who would otherwise not be retained at the institution the opportunity to achieve tenure. One may therefore ask what harm can result from such arrangements if they are mutually acceptable and the faculty member is willing, perhaps even eager, to have the probationary period extended?

Of course, your services may be ended after the further probationary period if you have not yet met the expected requirements. Faculty members confronted with nonreappointment after service at the institution extending beyond the stated maximum probationary period tend to have second thoughts about the propriety of the arrangement which lengthened probation, even if the extension is only for one year. They may be less able to relocate satisfactorily and feel especially aggrieved that they agreed to an extension that still resulted in their being denied tenure. Partly in order to avoid situations of this kind, the length of the maximum probationary period is not usually negotiable.

Some limited circumstances might justify an extension of the maximum period of probation, such as when a faculty member suffers a serious injury toward the end of the probationary period or gives birth. But exceptions should not be granted solely to allow a faculty member to complete a project or to improve an academic record. This practice is contrary to what is meant by maximum probation and may tempt institutions to resort to such a step in cases in which it is difficult to reach a clear decision. The result would be a general erosion of the concept of probation and tenure.

4. Question. In a few months, I will give birth to my first child. Can I stop the tenure clock (because I want to spend time at home and not have to pursue my research) and continue to teach full time (because I cannot afford to stop working)?

Answer. Depending on personal circumstances and resources, some faculty members may take a leave of absence to care for their children, others might combine parental and professional responsibilities, and still others will retain their appointments on a full-time basis

6. See the following question regarding childbirth.
throughout childbearing and child-rearing years. An institution’s policies on faculty appointments should be sufficiently flexible to permit faculty members to combine family and career responsibilities. This flexibility requires the availability of alternatives such as long-term leaves of absence and temporary reductions in workload with no loss of professional status.

As to your situation, you should not have to choose between having children and establishing an exemplary professional record on the basis of which a tenure decision is to be made. The AAUP recommends that, upon request, you should be entitled to stop the tenure clock or extend the probationary period for a maximum of two years, with or without taking a full or partial leave of absence.?? Make sure that your institution agrees in writing to the extension and to the type and amount of work that will be expected of you. Also make certain that existing academic standards will govern the future decision.

5. **Question.** The provost notified me last spring that my contract will not be renewed beyond the end of the current academic year. The review that led to the decision was marred by procedural errors, and the provost’s explanation for the decision was factually incorrect and biased. What can I do about these problems?

**Answer.** You should consider asking a faculty body not previously involved in evaluating the merits of your professional work to review your claim that you were treated unfairly or unjustly. Fairness to both you and the institution requires that you be afforded an opportunity for such a review when you request it. The possibility of a flawed review for reappointment should be of vital concern to the institution. When a complaint has been made, the faculty and the administration should want to determine whether substantial grounds exist for the allegation.

As for the appeal itself, you should become familiar with the rules under which the campus review procedures operate, and you should check immediately to see if there is a deadline for filing a petition for a review. You will have the burden during the appeal to prove that the review of your professional work was unfair; the members of the appeal committee, who should be members of the faculty, will assume that it was fair. After the committee concludes its deliberations about your case, it should provide copies of its report and recommendation to you, the appropriate administrative officers, and others concerned in the matter (for example, the chair of your department and the chair of the college’s promotion and tenure committee). Finally, although the appeal committee’s report and recommendation is not likely to be binding on the administration, the administration, consistent with principles of shared governance in academic institutions, should defer to the faculty’s position unless it has compelling reasons not to do so, in which case those reasons should be stated in detail.

6. **Question.** A faculty appeal committee recommended three months ago that I be given a new tenure review because of procedural irregularities. The administration, however, rejected the committee’s recommendation one week before my appointment is to expire. Must I leave the institution in a week’s time?

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7. See the AAUP’s “Statement of Principles on Family Responsibilities and Academic Work” in *Policy Documents and Reports.*
Answer. An appeal of a denial of tenure typically gets under way toward the end of the sixth year of probationary service, that is, shortly after a faculty member learns of the adverse decision. Often, the appeal itself is heard in the fall semester of the seventh year; by the end of that semester, the entire appeal process is usually concluded. Before the appeal is filed, the faculty member will have been issued a terminal appointment for the seventh year. The filing of the appeal, it is worth noting, does not stay the effect of the terminal notice. That is because an appeal is a challenge to a decision that is assumed to be procedurally and substantively correct. The burden is on the faculty member to disprove the assumption, and the terminal notice remains in force unless the decision is reversed.

During the seventh year, the individual has the threefold task of attending to faculty responsibilities, pursuing the appeal, and seeking to relocate. The last of these tasks recognizes the reality that it is difficult to overturn a negative tenure decision. Planning for the future is therefore a sensible precaution against further disappointment. But concentrating on this task becomes much more difficult if the faculty appeal committee finds for the individual and the final (negative) disposition of the appeal is not reached until the clock on the terminal year is about to run out or has run out.

In a situation such as yours, you should not be required to leave the institution in a week’s time. Instead, the terminal-year appointment should be extended for another year (the extension would not in itself be grounds for a claim to attainment of tenure through length of service), thus providing a reasonable opportunity to seek a position elsewhere.

7. Question. For the past four years, I have taught part time. I just received word from the department chair, two weeks before the new semester begins, that my contract will not be renewed because a full-time faculty member has been appointed to replace me and other part-time faculty. What do you say about how I was treated?

Answer. Part-time faculty members can be treated poorly in many ways: low salaries, no benefits, lack of security of employment, and negligible participation in institutional governance. But receiving notice that one’s contract has not been renewed just as a new semester is to begin is among the most harmful, both professionally and personally. Last-minute notice can seriously hamper re-entry into the academic market, creating economic hardships that are not easily remedied, because academic appointments are tied to the start of an academic year or term. In the AAUP’s view, because of the length of your service at the institution, you should have received notice a full semester in advance of the end of your appointment. Consequently, a request for payment of salary equal to the length of lateness of the notice would be appropriate. The administration will probably reject the request if it believes the notice was consistent with the college’s faculty rules. If you believe otherwise, or if you believe that your nonreappointment was unfair in some other way, you should have access to the college’s grievance procedure.

8. Question. I have been denied tenure but want to continue to teach at the college. The administration is willing to offer me either a full-time non-tenure-track appointment or a part-time appointment if the offer is consistent with AAUP policy. Is it?
**Answer.** The tenure decision is sometimes described as a matter of “up or out.” If the decision is favorable, the faculty member remains at the institution and is usually promoted to a higher rank. If it is negative, the faculty member leaves the institution after a terminal year of service. There is one caveat: tenure, rightly understood, does not require that a positive decision be accompanied by a promotion. Indeed, the tenure decision is more accurately described as a matter of “in or out”: the candidate for tenure is successful and remains at the institution, or is unsuccessful and departs. There is no third, or residual, category that allows a faculty member denied tenure to continue to teach at the institution.

Certainly, for the affected faculty member, a job in hand is better than no job at all, while the administration may see an advantage in retaining the services of an experienced teacher without having to make a commitment to indefinite tenure. But if a legitimate third category existed, the consequences for tenure and academic freedom would be severe. The importance of the tenure decision as a thorough assessment of a faculty member’s performance would be undermined if a negative decision could result in continuing employment. Why invest heavily in the scrutiny of an individual’s work without a fixed resolve to let go the faculty member who has been denied tenure? Even more troubling is the prospect of faculty members continuing to teach at an institution after their probationary service has ended but without the safeguards of tenure to protect their academic freedom. Their insecurity would likely be even more acute after tenure has been denied than before. Regular evaluations during the period of probation, including the tenure review itself, are brakes on precipitate and improper action. No need would exist for such evaluations after probation has ended and tenure has been denied. Because faculty members who remain at their institutions under these circumstances would serve at the discretion of others, they would have good reason for being cautious in expressing their opinions.

9. **Question.** After teaching full time for twelve years in a non-tenure-track position, I have been told that in a year’s time my contract will not be renewed. Can you help me?

**Answer.** It is probably safe to say that your administration views the action against you as a nonreappointment. As a consequence, it would consider you entitled to no less, but certainly no more, advance notice of nonrenewal than that received by other full-time faculty members who have taught for far fewer years. In support of its position, the administration may point to contracts you signed that describe your position as not eligible for anything more than fair notice that your appointment would not be renewed.

The administration’s position is correct if the action against you is seen as a case of nonreappointment. The AAUP, however, has long held that all full-time faculty members, irrespective of their titles or the terms of their contracts, should either be tenured or on probation for tenure, except for those appointed under special circumstances (for example, temporary replacements for faculty who are on leave). Faculty members who serve beyond a maximum period of probation (typically seven years) are viewed by the AAUP as entitled through length of service to tenure’s safeguards. What are those safeguards? Most important in your case is the right to contest the stated reasons for the nonreappointment before a faculty hearing committee, with the burden of proof on the administration to demonstrate adequacy of cause for the proposed termination of your services.

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8. For a discussion of the maximum probationary period, see question 3 above under Getting Started.
You face an uphill struggle in persuading the administration to agree that it must prove why you should be released, but no other option seems likely to be more successful. Moreover, it is the academically right argument to make.

10. Question. I just received word that I have been granted tenure, but when does my tenured appointment actually begin?

Answer. A useful starting point is to recall the meaning of tenure. During the probationary period, faculty members are called upon to give evidence of their professional excellence, thereby warranting their retention with a permanent or continuous appointment. With the conferral of tenure, the burden shifts to the institution to show why a faculty member should be dismissed. Tenure presumes the continuing fitness of, and need for, a faculty member. The presumption is rebuttable, but only if the administration proceeds according to requisite safeguards of academic due process. 9

Often, a faculty member will receive word from the president or the board of trustees at the end of the penultimate (usually the sixth) year of probationary service that the tenure decision was positive. At some institutions, tenure commences at that point. At others, it becomes effective at the end of the final probationary year; in other words, the faculty member remains officially a probationer during that year. But a probationer in what sense? The positive decision on tenure affirmed the quality of the individual’s work as worthy of tenure, so no further judgment is needed on that score. This anomaly is avoided by recognizing that, once an affirmative tenure decision is made, the safeguards of academic due process should apply immediately.

11. Question. I am considering an appointment at another college. Can I insist that I be given tenure because I have a tenured appointment where I currently teach?

Answer. At some institutions, recruiting senior professors with “tenure upon arrival” is the rule rather than the exception. At other institutions, the official policies prohibit initial appointments with tenure. Some of these institutions will offer a visiting appointment for one year, with the understanding that should the arrangement be satisfactory to both parties, tenure will be awarded at the end of that year. Still other institutions might offer a tenured appointment to a faculty member at another institution, but typically in response to market forces. The competition for the faculty member, perhaps including counteroffers by the home institution, is strong and pushes the recruiting institution to take a step it typically avoids: forgoing the opportunity to evaluate the quality of the individual’s work at the new institution, especially as a teacher and as a colleague, before deciding whether to grant tenure. The institution judges that it has a better chance of successfully recruiting the faculty member by making an offer that includes tenure than by insisting upon a term of probationary service, even a significantly shortened one.

9. For a description of those safeguards, see, in AAUP Policy Documents and Reports, the 1940 “Statement of Principles on Academic Freedom and Tenure,” the 1958 “Statement on Procedural Standards in Faculty Dismissal Proceedings,” and regulations 4 and 5 of the “Recommended Institutional Regulations on Academic Freedom and Tenure.”
Standards of sound academic practice, however, do not require that tenure conferred at one college be recognized by another. The locus of tenure is not in the profession but in the institution, which alone has the authority to determine whether an individual will have an appointment with tenure. If the decision is positive, the individual has tenure at the institution, not in the profession. You may persuade the recruiting institution to grant you tenure immediately upon signing a letter of appointment, but your doing so will depend upon specific circumstances and not upon any standards within the academic community that requires such a result.
Contours of Academic Freedom
Academic freedom is the indispensable quality of institutions of higher education, but its meaning in concrete situations can be elusive and is often controversial. The questions in this section look at academic freedom in several settings: in the classroom, in research, in discussions of institutional policy, and in evaluations of faculty performance.
1. **Question.** My dean has told me that if I do not change the grade of a student who has complained to her about my teaching, she will change the grade herself. Can she do so consistent with principles of academic freedom?

**Answer.** Faculty members are entitled to freedom in the classroom. Freedom to do what? One answer is the freedom to evaluate the academic performance of students enrolled in courses they teach, and, as a corollary of this freedom, the right, under normal circumstances, to judge the grades awarded to those students. This much is well understood and accepted. But what happens to the right of faculty members to assign grades when circumstances arise such as those you describe?

There is a strong presumption that a faculty member’s grades are conclusive. At the same time, situations arise in which a student alleges that a grade he or she received results from prejudiced or capricious evaluation. A mechanism for appeal that respects both the prerogatives of the teacher and the rights of students should thus be available for reviewing allegations that inappropriate criteria were used to determine the grade, or that the teacher did not adhere to stated procedures or grading standards. One possible outcome of an appeal is that a grade will be changed over the objection of the teacher who assigned the original grade.

Administrative officers should not unilaterally substitute their judgment for that of the individual faculty member concerning the assignment of a grade. The review of a student complaint over a grade should be by faculty members, under procedures adopted by faculty, and any resulting change in grade should be by faculty authorization.

Three considerations underlie these requirements. First, faculty are members of a profession, and thus the institution should respect the right of faculty members to establish and enforce their own standards of professional judgment. Second, whether the teacher has graded unfairly can be fully and appropriately assessed only by those with experience of what teaching involves and of the different ways in which its ends can be achieved. Third, the possibility that an instructor’s grade will be changed implicates academic freedom, and faculty, because of their training, disciplinary expertise, and classroom experience, are uniquely qualified to determine how academic freedom is best practiced and protected.

2. **Question.** I have been asked to teach several sections of an introductory course, but I do not want to use the textbook used by faculty in the other sections. I believe it is poorly written and replete with errors. Do I have the right to assign a different textbook?

**Answer.** In a course for which you are the only instructor, you have the right, under principles of academic freedom, to determine the texts (and other materials) the students will be required to read. Your right in this regard is not absolute, however. The texts should be related to the subject of the course and practical concerns about availability and cost should be considered. Still, the principle is clear that the faculty member who is solely responsible for the course has the freedom to select readings for it.

In a multisection course taught by several faculty members, however, responsibility is shared among the instructors for identifying the text(s) to be assigned to students. Common course syllabi and examinations are also typical. The shared responsibility bespeaks a shared freedom, which trumps the freedom of an individual faculty member to assign a textbook that
he or she alone considers satisfactory. Your freedom in other respects, however, is undiluted. You should be able to assign supplementary materials to deal with subjects that you believe are inadequately treated in the required textbook. You also have the right to discuss in the classroom what you see as deficiencies in the textbook; doing so could turn out to be as effective in engaging the students as requiring them to use an alternate textbook that you favor. Of course, the department should have a process for periodically reviewing decisions on textbooks for multisection courses and altering them based on a consensus of the appropriate teaching faculty.

3. **Question.** A student in my physics class complained to the department chair that I am interfering with her freedom to learn by commenting during the class on national political controversies. I have made such comments, but doesn't my academic freedom allow me to do so?

   **Answer.** The freedom to teach and the freedom to learn are inseparable facets of academic freedom, and the student is therefore right to see that her freedom to learn depends on your teaching the content of the course for which she enrolled. As to what your academic freedom permits, if your comments are related to what you teach, you should be free to expound on these matters as you think reasonable. In other words, if your remarks are not simply ruminations on current events but are in fact about relevant political issues, say, for example, controversies about global warming that you link to the study of physics, they would be protected by academic freedom. Even if your comments are not directly relevant to the subject matter of the course, they might pass muster if they are meant to lighten the mood of the class as you deal with the complexities of the course subject. However, assuming that improving the mood of the class is your goal, the fact that a student has complained suggests that your technique may not be working. Should you want to continue with it, you might consider several questions. Are your comments persistent? Do you spend some portion of each class talking about national political issues not related to physics? How much class time do you actually spend doing so? Have you considered other, perhaps more effective, ways of teaching physics?

   A rare case may arise in which a faculty member seriously disregards the obligation to teach the subject of the course, and some action will be needed to correct the situation. But a notion of teaching that discourages a faculty member from discussing controversial questions in the classroom ill serves academic freedom.

4. **Question.** My departmental colleagues insist that an article I published advances arguments completely at odds with the college’s values, and they are urging me to modify my position. What do you advise?

   **Answer.** You might, if you have not already done so, begin by seeing whether you can reach an accommodation with your colleagues. But regardless of your success in reaching an understanding with them, the underlying principles implicated by the question are fundamental.

   Many colleges and universities enunciate values with the hope and expectation that they will be respected by their students, faculty members, administrators, and trustees. But once a
commitment to values becomes a rationale for trying to change the content of a faculty member’s research or teaching—once, in other words, the institution is enlisted as a partisan for one truth claim over another—academic freedom is diminished. Professors should write and speak what they believe to be true without fear or favor, and indeed they should oppose any effort to stifle their freedom to inquire and to dissent.

At the same time, no member of the academic community has the right to claim immunity from criticism, however acid and from whatever quarter. Indeed, academic freedom is meant to encourage the free flow of critical exchanges. On a campus on which academic freedom flourishes, an atmosphere will exist in which professors (and students, too) feel encouraged to examine accepted doctrines, defend old views that have fallen out of fashion, question the teachings of authorities, and express freely and vigorously their ideas, however unpopular. That society has much to gain from the free search for truth and its free exposition is a truism. The gain is greater to the extent that scholars are left free and secure from attempts to make them conform.

If you believe that the arguments in your article are still sound and therefore should not be modified, then declining to yield to your colleagues’ insistence would be entirely appropriate.

5. Question. In a letter to the editor published in a local newspaper, I questioned the decision of the board of trustees to build a new student union. The chair of the board has admonished me for speaking out on a matter not within my area of academic competence. What can I say in response to her?

Answer. First, all policy matters are of potential concern to the faculty: not only such obvious matters as the curriculum, the requirements for academic degrees, and internal rules that affect academic freedom and tenure, but also the institutional budget, changes in the academic calendar, and the establishment of new schools, campuses, and buildings. Faculty members should not be discouraged from expressing opinions about these matters; their speaking out is properly understood as an exercise of academic freedom. A campus community that is proud of its commitment to free expression will encourage intramural criticism, debate, and protest about nonacademic matters as much as it will applaud vigorous intellectual disputes among and between faculty members and students on academic issues.

Second, while competence in a particular academic field is certainly a key consideration in selecting an individual for a faculty position, it does not follow that professors must be silent on questions concerning subjects that they were not appointed to teach, or that they must avoid giving opinions on matters that they themselves may consider outside their area of academic competence. An effort to restrict academic freedom to one’s area of competence is usually aimed at keeping faculty members from taking part in public discussions of controversial issues. But no true meaning of academic freedom can have an area-of-competence limitations clause. It is neither practicable nor principled to try to distinguish subjects that are off limits from those that are acceptable. It is not practicable because a professor’s area of competence can be flexible and changing; it is unprincipled because an institution committed to academic freedom should not seek to discourage freedom of speech on grounds that it displeases some.
6. **Question.** My colleagues and I are concerned about a new college policy that includes collegiality as a separate criterion for assessing faculty performance. What are the potential ramifications of this criterion for academic freedom?

   **Answer.** It is a commonplace to observe that faculty members should be collegial in the sense of showing due respect for the opinions of others, which is to expect no more than that faculty members will be civil in their relations with students, colleagues, and administrative officers. The more difficult situations are those in which collegiality (or the lack of it) is the stated basis for denying reappointment or, in an extreme case, revoking tenure. Seriously disruptive behavior by a faculty member can be a relevant factor—it may well be the deciding factor—in a decision not to renew an appointment or to dismiss a faculty member. What needs to be avoided, however, is having a distinct criterion of collegiality independent of teaching, research, and service. Collegiality is a quality whose value is expressed in the carrying out of these three functions.

   When collegiality is treated as a separate criterion of evaluation, the danger exists of acting against a faculty member for speech or conduct that should be protected under principles of academic freedom. A faculty member’s disagreement with colleagues or administrators on a controversial issue often precedes the discovery that the individual is noncollegial. Faculty members who are abrasive, quarrelsome, or outspoken—even adamant—in articulating their views may tend to elicit such judgments. The claim of noncollegiality can, however, too easily become a tool for silencing dissent. It should therefore not by itself be the basis for nonreappointment, denial of tenure, or dismissal for cause.

7. **Question.** The president of our college is pressuring the art department to remove several sexually explicit paintings from a faculty exhibition because he believes that they will tarnish the college’s reputation. What arguments can we make to the president to desist?

   **Answer.** The situation you describe resembles occasions when an administration might bar an invited speaker because it worries that the institution will be seen as a partisan in an election, or punish a faculty member for remarks about a controversial political issue because she embarrassed the college during a fund-raising campaign. In such situations, the administration fears that the public will equate the opinions of the speaker with the views of the institution and believes that the institution is therefore responsible in some way for the opinions of the speaker. But if the claim were valid, it would follow that the institution could alter, censor, or sanction opinions it believed to be inaccurate or dangerous. Plainly such an outcome would affront academic freedom in the most fundamental way. For this reason, academic freedom will flourish at your college if it is understood that the institution is no more responsible for the views expressed in the specific artistic works of faculty members than it is for the views expressed in scholarly publications or classroom presentations, or, indeed, for the opinions of invited speakers. Academic freedom requires that faculty opinions be regarded as the ideas of individual professors, not those of the institutions that employ them. For the same reason, administrations cannot be held responsible for the opinions of members of the faculty or presumed to agree with them.

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10. See question 3 under Evaluations and Reviews regarding a closely related matter.
8. **Question.** My college administration insists that it owns the copyright to a syllabus that I developed for a new course that I teach. Is the administration’s position reasonable?

**Answer.** Yours is not the only administration to make such an assertion or one similar to it. These claims are usually based on the use by the faculty member of the institution’s resources, such as office space, supplies, library facilities, or computers in developing the syllabus. The use of these resources, so the argument runs, means that the syllabus is a “work made for hire,” and therefore the institution owns the copyright. The key defect in this argument is that academic work is not ordinarily made for hire. In a typical work-for-hire situation, the employer controls the purpose, design, and content of the work. In the academic world, however, the faculty member rather than the institution determines the intellectual substance of what he or she has created. If the institution were to own the copyright under a work-made-for-hire theory, it would have the power to revise the work, determine if it should be published and where, prepare derivative works based on it, and even forbid its dissemination altogether. Clearly, such power would be repugnant to academic freedom.

For these reasons, the long-prevailing academic practice, consistent with the copyright laws of the United States, is that faculty members are the copyright holders of works they create at their initiative for academic purposes. Examples of such works are class notes and syllabi; articles, monographs, and books; works of fiction and nonfiction; pictorial, graphic, and sculptural works; and educational software. This practice has customarily been followed irrespective of the physical medium in which the works appear.

9. **Question.** I have just learned that my dean has opened my university e-mail account to look for any correspondence I might have had with members of a search committee. He suspects that I am trying to influence the committee to reject a candidate whom he favors. Did the dean violate my rights?

**Answer.** E-mail communications are undoubtedly subject to more supervision than is true of print-mail communications. For example, colleges and universities regularly back up substantial portions of electronic message material, verify passwords, and maintain the network or system. Although these differences are important, they do not mean that institutions should be less respectful of the need to ensure privacy for e-mail. Rather, in view of the growing importance of electronic communication as a substitute for, or alternative to, print mail, a compelling need exists for a comparable degree of privacy. Indeed, the standard for e-mail privacy should be the same as the standard for mail you send and receive in sealed envelopes: the envelopes should not be opened by university officials except under extraordinary circumstances, for example, to search for evidence of criminal activity. Moreover, if a need arises to open a private e-mail message, both the sender and the recipient should be promptly informed of that prospect prior to the proposed action, save for the highly improbable case in which any delay would threaten life or property.

The dean’s action, as you have described it, is objectionable for at least two reasons: no exigent condition existed to compel it, and he did not notify you about what he planned to do. If your institution does not have a policy that governs the privacy of electronic communications, it
should. Faculty should be involved in its formulation, and the policy should make clear any exceptions to the principle that e-mail privacy will be respected.
Ethical Obligations
A professor’s obligations encompass a broad array of issues with respect to students, colleagues, the institution, the profession, and the community. The questions that follow are as likely to be asked by a department chair or a dean as by an interested faculty member.
1. **Question.** I plan to accept an offer from another university. By what date should I inform my current institution that I am resigning my position?

**Answer.** You should inform your institution of your plan to resign no later than May 15, or thirty days after receiving notification of the terms of appointment for the following year, whichever date occurs later. This standard is based on the assumption that your institution provides timely notice to faculty members of their status for the following fall. For probationary faculty members, the administration should observe applicable requirements for notice of nonreappointment. With respect to all faculty members, the university should provide notice, no later than March 15 of each year, of conditions of their appointment for the following fall, including their salaries (unless precluded from doing so by budgetary considerations beyond the institution’s control).

A related matter is the responsibility of the institution that offers the new appointment. For the individual to give timely notice, an offer of appointment for the following fall to a faculty member already at another institution should not be made after May 1. And the offer should be a firm one, not subject to contingencies. The signing of an agreement by the faculty member to accept an appointment elsewhere should be followed by prompt notice to the faculty member’s current institution.

2. **Question.** My first contract stated that I would teach four courses each year. Now, ten years later, three years after I was granted tenure, the department chair wants me to teach an additional course. I thought that tenure meant that such changes cannot be imposed on faculty members. Am I right or wrong?

**Answer.** In a sense, your question asks, what does tenure protect? A straightforward answer is that tenure protects a faculty member from having his or her appointment terminated at the discretion of the administration. The protection consists of two elements: an obligation on the part of the administration to show why you should be released if it no longer wants to retain you, and due-process safeguards to be observed by an administration if it intends to take action against you. But probationers who become tenured faculty members are not thereby transformed into free agents who can determine for themselves what they teach, how much they teach, or where they teach. The responsibilities of faculty members obviously can and do change over time, but tenure does not allow faculty members to veto new or different assignments to which they object.

You do not say why you have been asked to teach another course, but good reasons can exist for such a request. For example, assigning additional teaching responsibilities to current faculty might help an institution alleviate budgetary constraints short of terminating faculty appointments; or an administration, in response to a generally recognized institutional policy, might assign more teaching duties to tenured faculty who, a number of years after the award of tenure, have ceased to be productive in other respects.

Of course, an increase in teaching load might be objectionable, especially if it is meant as a form of punishment, in which case it should be protested. Plainly, tenured faculty have less reason than untenured faculty to fear losing their appointments if they protest. But the right to

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11. For these notice requirements, see question 1 under Leaving the Institution—or Staying.
criticize and seek revision of assignments is a right of all faculty members that is not augmented or diminished by virtue of one’s having or not having tenure.

3. **Question.** I am completing a year’s leave of absence with pay to finish a book, and I would like to extend the leave for another year, without pay if necessary. My dean has denied the additional leave for reasons that I do not consider to be credible. Am I obliged to return to the campus?

**Answer.** The value of leaves of absence is clear. They promote the professional development of faculty members and strengthen an institution’s academic programs. Preferably, they are provided with reasonable frequency and available at regular intervals. Faculty members are not entitled to leaves, however, based simply on their own belief in the useful results that a leave of absence can produce. It is always possible that a request for leave will be denied, because other considerations usually influence the decision whether or not to approve an application for a leave. Who will be responsible for the work of the faculty member in his or her absence? Is there sufficient time to arrange for others to handle the work? Are other faculty members waiting to take leave?

As to your situation, perhaps department colleagues might be willing to speak with the dean in an effort to change her mind. If that proves unfeasible, either because the department opposes an extension of the leave or because the dean is resolute in her decision, then a decision not to return to the campus when the administration has not approved the additional leave is fraught with serious consequences. The administration will likely view your absence from the campus as tantamount to resigning or abandoning your position. You may persuade a campus faculty committee to hear your argument that you did not intend to resign and that you plan to return to the campus. The committee might accept your avowals at face value, but at the same time remark critically about your conduct. The administration would surely cite the committee’s reproval as a reason for not changing its position.

This litany of troubles is best avoided by returning to the campus as you were no doubt expected to do when the year’s leave of absence was initially approved. Once back at the university, you should have opportunities in the future to apply for another leave.

4. **Question.** I learned last December of the renewal of my appointment for the next academic year. A week ago, at the beginning of August, I resigned my position to accept an appointment at another institution. The president is demanding that I stay to teach my assigned classes or face a breach-of-contract lawsuit. What are my options?

**Answer.** In situations of these kinds, three parties are typically involved: you, the institution you want to leave, and the institution that has offered you an appointment. Not always, but often, the wrongful practice of raiding may be a factor. Some common but powerful forces may have motivated your decision to resign at this late date. Perhaps, after having agreed to perform duties at a particular salary at the institution where you have been, you now have an opportunity to increase your income or to obtain an appointment at an institution of much greater renown.
Beyond these broad observations, however, is the irreducible fact that the late resignation is unethical. It is unfair to students, who may find themselves dealing with a makeshift arrangement. It is unfair to colleagues, who may be required to make unhappy late adjustments in their schedules or to carry unexpected additional burdens. It is unfair to the administration, which assumed it had a settled arrangement based on an agreement between professionals.

If you remain at the institution you want to leave, the recruiting institution might take action against you. If you do not remain, your (former) colleagues may be highly critical of your conduct when they are asked to comment on your work, even if the institution you have left stops short of actual litigation. There is, however, the possibility of informal conversation between you and the responsible administrative officers at the two institutions. They may be responsive to suggestions from you and from each other on how to resolve the matter, for example, by having you return to teach for a summer session. Candid face-to-face discussion has often proved its worth.

5. Question. My department chair has questioned my assigning a textbook that I wrote and published, and that I intend to sell to my students at a modest profit. Do you see anything wrong in what I am planning to do?

Answer. Professors have long assigned to their students works that they have written (and sometimes also published), and their doing so is not by itself a cause for concern. The right of individual professors to select their own instructional materials, a right guaranteed under principles of academic freedom, should be limited only by such considerations as quality, cost, availability, and need for coordination with other instructors or courses. Professors should assign readings that best meet the instructional needs of their courses, and they may well conclude that what they themselves have written on a subject best realizes that purpose. Moreover, since professors are encouraged to publish the results of their research, they should certainly be free to require their own students to read what they have written.

Students in a classroom, however, can be a captive audience. They have no choice but to purchase an assigned text that is not available on library or electronic reserve. Because professors sometimes realize profits from sales to their students (although the profits are often trivial or nonexistent), professors may seem to be inappropriately enriching themselves at the expense of their students. To guard against this possibility, a number of colleges and universities have adopted policies to regulate the assignment of a professor’s own work. Some, for example, permit professors to choose between having such materials reviewed by a department committee or chair and contributing whatever profits the professors receive from the sale of materials to their own students to a scholarship or library fund. You and your colleagues may want to consider a similar approach.

6. Question. I have just discovered that a faculty member in another college has published an article based largely on my doctoral dissertation without attribution. What steps do you advise that I take to deal with this plagiarism?

Answer. A charge of plagiarism is serious and, whatever the outcome, it has considerable potential for damaging a faculty member’s career or reputation. Consequently, in
making the charge, you should consider clarifying the situation satisfactorily by first taking the matter up privately with the individual in question. If that course of action proves unsuccessful, you should have recourse to existing local procedures at the other college. Ordinarily, that would mean first discussing the issue with the chair or head of the department involved; if that is not feasible, you could discuss the matter with the dean of the school or college concerned. In the event that formal charges are brought against the other faculty member, the most scrupulous procedural fairness must be observed, and penalties, if any are to be imposed, must be commensurate with the degree of offense.12

If it seems that the other institution lacks appropriate mechanisms for pursuing a charge of plagiarism, it would not be wrong to turn to an outside agency. The assistance of the relevant disciplinary society could be sought with respect to the merits of the situation. Still another course of action might be considered, possibly in tandem with other steps that you take. An inquiry could be directed to the editor of the journal in which the article appeared, setting forth your concerns and asking for assistance in bringing the matter to a fair conclusion. One possibility is for the journal to publish a statement of its own for the information of the academic community; another is for the journal to carry a statement written by the faculty member in question.

12. On the process that is due a faculty member who is the subject of a disciplinary proceeding because of alleged plagiarism, see the “Statement on Plagiarism” in Policy Documents and Reports.
Selected Readings

A useful collection of articles that might otherwise be difficult to track down.


This compendium of AAUP documents also includes references to key judicial decisions. Some AAUP policy statements and reports are also available at www.aaup.org.


This brief but helpful report provides valuable guidance for conducting fair tenure evaluations.


A lucid analysis of the organizational foundations of the academic profession.


Subjects covered include women and minorities in academia, faculty salaries, benefits, taxes, federal funding, and publishing in science.


A vigorous defense of tenure, drawing on numerous sources, by a leading authority.


Twenty essays that are helpful starting points for an array of ethics issues.


A standard work with a supplemental bibliography.

An important collection of original essays with a helpful bibliography on academic freedom.
The AAUP is the only faculty organization devoted solely to higher education. Through its numerous programs and with the assistance of countless faculty volunteers on hundreds of colleges and university campuses, the Association protects academic freedom and tenure, promotes the economic and professional interests of all faculty members, and works for the acceptance of collegial governance.

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