Report

Academic Freedom and Tenure: East Texas Baptist University[1]

East Texas Baptist University, located in Marshall, Texas, some thirty-five miles west of Shreveport, Louisiana, was founded in 1912 as the College of Marshall. A coeducational institution "operated in association with the Baptist General Convention of Texas," the college was accredited in 1957 by the Southern Association of Colleges and Schools. Today, the institution awards associate's and bachelor's degrees in a number of different academic areas, including education, business management, theology, health professions, and psychology. There are approximately 70 full-time faculty members and some 1,400 students.

The governing board of East Texas Baptist University consists of twenty-five members, and its current chair is Dr. Hollie Atkinson. Dr. Bob E. Riley became president of the university in 1992, having previously served as president of Howard County Junior College in Big Spring, Texas. Dr. Richard H. LeTourneau served as dean of the School of Business from July 2001 to November 2002. He had previously held a faculty position in Belhaven College in Jackson, Mississippi, and before that had served in several senior administrative capacities at LeTourneau University, an institution in Longview, Texas, founded by his parents.

Professor Jane B. Knight, whose case is the subject of this report, was awarded a B.S. degree in secretarial and business administration by Northwestern State University in Louisiana in 1979, and a Ph.D. in leadership studies by Our Lady of the Lake University in Texas in 2002. She began teaching in the business program at East Texas Baptist University in 1984 and was promoted to the rank of assistant professor in 1989. She served as associate dean for the business school from June 1999 to April 2000. Professor Knight was notified by letter of February 20, 2002, from President Riley that she was not to be reappointed for the 2002–03 academic year. The events surrounding the action against Professor Knight in her eighteenth year of full-time service are described in the section that follows.

I. Background

Professor Knight's service as associate dean of the School of Business came during a time of considerable conflict and instability in the school and in the university more generally. During the late 1990s, a major controversy developed concerning a business-school endowment, with some in the university claiming that President Riley had used endowment funds to support other university programs, especially the development of an intercollegiate football program. The program, which was approved by the board of trustees in fall 1997, soon began to exceed initial costs. The controversy led to an effort by faculty members in March 2000 to secure a vote of no confidence in President Riley's leadership. The result was a vote to affirm confidence in President Riley, with thirty-two faculty voting in favor, twenty-two opposed, and four abstentions.

The frictions in the university at large found their counterpart in the School of Business. Seven different individuals served as interim or regular dean during the period 1994–2001. In an e-mail message dated July 12, 2001, to the business school faculty announcing Dr. LeTourneau's appointment, Dr. J. Paul Sorrels, the university's vice president for academic affairs, referred to "procedural issues, curriculum problems, as well as conflicts between faculty and other university entities, which need to be resolved or addressed in various fashions." The vice president informed the faculty that he had asked Dr. LeTourneau to make it a priority to meet with each of them to "help heal past hurts and mold a common direction for the university."

Following meetings with individual faculty members, including Professor Knight, Dean LeTourneau wrote to one of them on August 12 and to two others on August 15 about their professional work. Each memorandum called upon the faculty member to attend to perceived professional—and in Professor Knight's case, personal—deficiencies, and affirmed the hierarchical structure of authority extending from God through the dean to the professor. To one faculty member in his third year of service whose appointment was not renewed, the dean wrote, "[W]hile I cannot tell you that God says 'do this' or 'do that,' I can tell you that God expects your overall performance to measure up to the standards and mission of

1. The text of this report was written in the first instance by the members of the investigating committee. In accordance with Association practice, the text was then edited by the Association's staff, and, as revised, with the concurrence of the investigating committee, was 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 the investigation was conducted, to the administration of East Texas Baptist University, and to other persons directly concerned in the report. In light of the responses received, and with the editorial assistance of the staff, this final report has been prepared for publication.

ETBU at this point in your life, and He has given me the responsibility of evaluating that relationship and performance." To another faculty member, then in his eighth year of teaching at the university, whose appointment was renewed and whose relationship with Professor Knight had been strained, Dean LeTourneau offered the following advice:

> You need to be able to control your own personality, not letting others control it for you by your "reacting" to them instead. Sensitivity to what others say is wonderful, but when that sensitivity prohibits us from letting negative things "roll off" our shoulders, and instead, allowing them to get imbedded negatively in that relationship, you may need to toughen that sensitivity somewhat. I'm not defending Jane, I just want you to not let her make your life miserable by what transpires between you. For the good of the Business School and ETBU as well, you *must* get along with her.

Because what Dean LeTourneau wrote to Professor Knight in his August 15 memorandum is central to her case, it is cited here in its entirety:

> Thanks for coming in so we could have another visit prior to the workshop. As we discussed there are problems within the Business School in the area of working together as a team and coordinating our efforts with the mission of ETBU. After our visit I felt there was a gap between us in our communication and philosophy, so let me attempt to clear that up right up front. First, neither I, nor anyone else in authority is trying to "get rid of" you. That idea is a paranoid perception on your part and if allowed to continue can within itself be your downfall here. Dr. Riley, Dr. Sorrels, and myself, all three, would like nothing more than to see you correct the problems that exist and continue your wonderful relationship with students at the university. But there are some issues that need to be addressed for that to happen.
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> I tried to communicate with you some philosophical concepts relating to structure and relationships, but in almost every case, you insisted on challenging those concepts with a "who, where, what, why, when, and how" detail which was not only unnecessary, but was designed to deliberately derail the concept I was presenting to you. God has placed you, Jane, in a hierarchy of authority in the institution, under those with both the experience and the responsibility to deal with issues of this type, and it is only as you can learn to accept the judgment of those in that chain of authority, that you can continue to be effective in your work.
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> I appreciate your clear testimony of your born-again salvation experience and your desire for God to lead in your life. In addition, you have a wonderful extroverted personality that gives you a communication and relationship with students that is enviable. But as I tried to explain to you, that personality, if not tightly controlled, can get you into trouble in other facets of your teaching mission here at ETBU. You have exceeded those control limits from time to time, both inside and outside the classroom. And as I tried to illustrate what I was talking about, you twisted that as well into a challenge and a categorization that you knew was not intended.
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> So let me be up front with you here in writing, where you can take time to evaluate what I am saying without letting your "personality" take over and challenge what I am saying before you have a chance to think it through. And let me say here also, that the way you react to this memo will tell me immediately whether we are making progress, or whether it is just a matter of time. If you can accept it and say, in effect, "Thank you, I'm going to do my best to correct the problems. You will see changes," then there is hope. If you challenge it or any of the matters I am trying to say in it, then you have done nothing but verify every jot and tittle of it, and there is little hope. Here is my analysis.
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> *Structured Biblical Authority.* You are in a special Biblical relationship here at ETBU. God has placed you within an operating structure and expects you to respond to that structure. As in the article I gave you on "Laying Down Our Rights," you have no rights (scripturally) to challenge those in authority, including this memo. Beyond that, as a woman functioning in a field of ministry and teaching, you have even more "limitations" that you have chosen to ignore.
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> *Sarcasm.* Your wonderful extroversion leads you into dangerous territory when you use it as "humor" that is interpreted (and probably meant) to be cutting and mean to those on whom it is levied. This must cease.
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> *Mood Swings.* You can be very sweet and courteous, if you want to be. Then again you can also be very vitriolic and angry, if it serves your purpose. This is *not* a personality trait that cannot be controlled. It *must* be controlled. It is not necessary to always "say what you think" or "tell the truth" as you perceive that truth. Scripture will not support such a position. And, besides, you are not famous enough, or indispensable enough (yet), to get by with it, like many politicians and celebrities do.
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> *Gossip and Inappropriate Subject Matter.* There are many examples in the school or administration that illustrate concepts being studied in class, and with which students would be very familiar, *but* because such illustrations are so emotionally charged (to both students and faculty), they are inappropriate to talk about, even in a "business" sense. Discussion of negative concerns and problems with those in

authority over you (me, in this case) is perfectly legitimate, but discussion with students or other faculty is off-limits.

There is no need for you to respond to this memo. It is on record. How you respond to it in actions this fall will determine your future here. Jane, I want you to succeed, I really do, but at this point I'm concerned that all you want to be here is a "martyr" to whatever causes you see differently than I have portrayed them. How can I help you through this?

RICHARD H. LETOURNEAU

The article mentioned by the dean in the memorandum, "Laying Down Our Rights," was written by him and attached to the memorandum. It began: "In society today, it's natural for people to demand their rights. But followers of Jesus surrender their rights to Him, enjoying only the privileges He, in loving sovereignty, allows. What are some of the rights Jesus' disciples must surrender?" There follows a list of seventeen rights that must be surrendered, two of which are "the right to complain" and "the right to rebel against authority."

Professor Knight, as she wrote later to the Association, was "at a loss" to understand how Dean LeTourneau, in office for just over a month's time, could have reached the conclusions he had about her and her work. Warned by the dean not to respond to his memorandum, and also warned that her conduct during the fall semester would determine her future, Professor Knight did not meet with the dean to discuss the contents of the memorandum or write to him about it. Instead, she met with Vice President Sorrels, who, according to Professor Knight, advised her to prepare a memorandum of record responding to the dean's memorandum to be placed in her personnel file. She decided, however, not to follow this advice for fear of worsening the situation.

Instead, Professor Knight prepared a "memorandum for record" that she did not share with the administration. "I have been proven guilty without the benefit of a trial," the memorandum began. With respect to "structured biblical authority," Professor Knight wrote that "I have always tried to work within the realm of my responsibility, which is teaching students. I have the right to defend myself from anyone who may abuse their power and so stated that." With regard to "sarcasm," "[o]ther people's perceptions are reality so I am assuming that is what he means." As for "mood swings," Professor Knight was astounded that this had become an issue. "If the truth be known," she wrote, "most people have mood swings due to the ups and downs of life and work so I have difficulty understanding why this is an issue and how he is qualified to know." Lastly, Professor Knight addressed "gossip and inappropriate subject matter": "I am not sure what he is talking about here but I am assuming that someone said I was teaching inappropriate subject matter but it is unclear what this means. I have used the university's organizational chart on many occasions to demonstrate the chain of command, etc., but in no way have I used it inappropriately. As far as I know, he has never visited any of my classes so how could he know this?"

Professor Knight concluded her memorandum by stating that "[t]he allegations in this memo seem to be very serious initiated by an individual who must be acting with the intention to bully or abuse his power because, as far as I can tell, there is no substantial evidence other than gossip in the memo."

In a letter dated September 25, 2001, Vice President Sorrels notified Professor Knight that a committee of her peers would be formed to review her professional work. The vice president stated that the review "will occur some time in February." In 1998 a faculty committee had expressed concern that Professor Knight was "overworked" and "performing above the call of duty in her teaching, advising, and administrative roles." Writing to Professor Knight to concur with the faculty evaluation, Vice President Sorrels's predecessor stated that he was "impressed" by her "versatility, commitment to duty, high degree of energy, and excellent student evaluations." In 2000 another faculty committee concluded that Professor Knight was an "energetic and highly regarded member" of the business school.

In early January 2002, Professor Knight herself was asked to serve on the peer review committee for another faculty member. Neither that committee, however, nor the committee that had been announced the previous September to review Professor Knight's professional work, had the opportunity to carry out its assignment. In a meeting on the morning of February 18, 2002, called by Dean LeTourneau, Professor Knight was asked to resign from the faculty. According to her contemporaneous account of the meeting:

> I was so surprised and said what do you mean. He said it would be best for the university and for me if I resigned. I said why and he said that we would just keep it to the fact that it would be best for both of us. I said that I was not going to resign as I could see no need for me to. I had done everything the university and he had asked me to do and wondered why I should resign. He said that I would be better off if I resigned when I began looking for another job because I would not want it on my record that I was terminated. I was in utter amazement that I was being fired. I told him that I was not resigning, shook his hand, and told him I would be praying for him and walked out. . . . I walked out of his office in utter shock because I had no idea anything was wrong.

That afternoon, after meeting with her classes in the morning, Professor Knight arranged to meet with Vice President Sorrels. She wrote in a memorandum to her own file of that meeting:

> I asked him why they were asking me to resign as I had done all that they had asked me to do and then some. His

only response was to say that I was no longer a fit for the university. I did not understand what he meant and don't remember if I questioned that at all. . . . He said again that I was not a fit for the university any more. I said after eighteen years I am no longer a fit for the university. He said that was right and I said that I am being fired because I am not a fit and [Professor X] is. He quickly said that he was not going to talk with me about another faculty member.

On February 20, President Riley wrote to Professor Knight to inform her that she "will not be receiving a faculty contract for the academic year 2002–03." The president stated that his decision was based on the recommendations of Vice President Sorrels and Dean LeTourneau, and that "[w]e feel this decision is in the best interest of the university." The letter concluded with the president's offering to meet with Professor Knight to discuss her situation. A meeting took place on February 25, and Professor Knight recalled in a memorandum she wrote to her own file that "I asked [the president] if he would have mercy on me about this situation and reconsider. He said that he had nothing to do with it. The dean . . . and VP Sorrels were the ones who made the recommendation and he followed their requests." Professor Knight asked the president if he would provide her with a recommendation, which he agreed to do. She also referred to her assignment to teach one course during the May term. "I hate to keep a stiff upper lip," she said, but "I cannot stand the chance of losing that money." The course was subsequently assigned to another faculty member, and Professor Knight continued to receive her salary to the end of the academic year.

In late March 2002, Professor Knight sought the assistance of the Association, and the Association's staff encouraged her to request a hearing on her case. She did so in a letter to President Riley dated May 2, invoking the academic freedom section of the university's regulations. She stated her belief that "there is no good professional reason for the administration having decided not to renew my appointment" and that her "evaluations have been consistently strong." Responding on May 13, the president stated that, according to university policy, "it is clear that nonrenewal of your contract is not grievable," but that he was asking Vice President Sorrels to meet with her to allow her "to outline any legal rights that you feel have been violated," and that he intended to ask the vice president to review Dean LeTourneau's recommendation against retaining her.

Professor Knight, accompanied by a former dean of the university, met with the vice president on May 23. In her notes of the meeting, she reports having told the vice president that she had been "treated unfairly," that she had been dismissed, rather than simply issued notice of nonreappointment, and that her case presented issues of academic freedom. Vice President Sorrels, she states, indicated that either he or President Riley planned to be in contact with her again. In a letter of May 27, President Riley informed Professor Knight that he had conferred with Vice President Sorrels about his May 23 meeting with her. The president stated that, because "there is no basis for a grievance," he was denying the request for a hearing and reaffirming the recommendations of the vice president and the dean.

The Association's staff wrote to President Riley on June 6 after Professor Knight's efforts to obtain a hearing proved unsuccessful. The staff conveyed the AAUP's concern that the action to terminate her services presented issues of academic freedom, tenure, and due process. Replying on July 1, the president referred to "pending issues" and stated that he was "continuing to consider Ms. Knight's situation." Despite subsequent correspondence between the president and the staff, Professor Knight's case remained unresolved. By letter of September 3, the staff informed the president that the Association's general secretary had authorized the appointment of an ad hoc committee to conduct an investigation. Writing to the staff on October 1, President Riley reiterated what he had stated in a letter of September 13 to the staff, that a visit by an investigating committee "will serve no useful purpose." He added, "We will advise our faculty of your proposed visit. We will not encourage nor discourage any of them from meeting with the ad hoc committee."

The administration declined to meet with the investigating committee, and asked that the members of the committee not enter the university's property. The investigating committee visited Marshall on November 16, 2002, where it interviewed, directly or by telephone, Professor Knight and current and former faculty members and former administrators. Despite the lack of cooperation from the university administration, the investigating committee believes that it has sufficient information for the findings and conclusions that follow.

II. Issues

Professor Knight's case presents several key issues under the 1940 *Statement of Principles on Academic Freedom and Tenure* and derivative principles and procedural standards endorsed by the Association.

1. Tenure and Applicable Standards

East Texas Baptist University currently does not have a system of academic tenure. In 1994 the university's board of trustees eliminated tenure for all but those faculty members who had tenure as of November 11 of that year. By 1994, Professor Knight had been teaching at ETBU for ten years, but she was not then eligible for tenure, because, she told the Association's staff, she did not have a doctoral degree at that time. She went on to obtain that degree in December 2002. Under the university's official policies, upon successfully completing five to eight years of full-time service, faculty members are eligible for three-year term appointments that are renewable indefinitely

at the administration's discretion. However, the practice at the university has been to issue one-year and two-year term contracts to long-serving faculty members.

The 1940 *Statement of Principles* calls for a probationary period for full-time faculty not to exceed seven years, with permanent or continuous tenure to be in effect after the expiration of that period. Professor Knight, who had been issued a one-year term contract for the 2001–02 academic year, was completing her eighteenth year of full-time teaching at ETBU when she was notified by the administration that her contract would not be renewed beyond the 2001–02 academic year. The absence of a system of tenure at ETBU notwithstanding, the investigating committee finds that Professor Knight had attained tenure under the 1940 *Statement* by virtue of the length of her continuous full-time service, which could have properly been terminated only under the safeguards of academic due process that are set forth in that statement.

2. Procedural Concerns and Notice

The 1940 *Statement* provides that, "[a]fter the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their services should be terminated only for adequate cause." The 1940 *Statement* further provides for the following safeguards of academic due process in cases involving dismissal of long-serving faculty members:

> Termination for cause of a continuous appointment . . . should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges and should have the opportunity to be heard in his or her own defense by all bodies that pass judgment on the case. The teacher should be permitted to be accompanied by an advisor of his or her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from the teacher's own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

These due process requirements are elaborated in the 1958 *Statement on Procedural Standards in Faculty Dismissal Proceedings*, like the 1940 *Statement* a joint statement of the AAUP and the Association of American Colleges (now the Association of American Colleges and Universities), and in Regulations 5 and 6 of the AAUP's *Recommended Institutional Regulations on Academic Freedom and Tenure*.

The administration of East Texas Baptist University maintained that the action it took on February 20, 2002, when President Riley notified Professor Knight that her services were being terminated as of the end of the 2001–02 academic year, was one of nonreappointment. Even if one were to leave aside the Association's position that because of the length of her full-time service Professor Knight was entitled to the protections of academic due process that accrue with tenure, protections for nontenured faculty are set forth in the Association's *Statement on Procedural Standards in the Renewal or Nonrenewal of Faculty Appointments*. These standards provide that recommendations regarding renewal of faculty appointments should be "reached by an appropriate faculty group in accordance with procedures approved by the faculty." The standards further provide that the person or body that has decided against retaining the faculty member should provide the individual, upon request, with a statement of reasons in explanation of the decision. The *Statement*, incorporating Regulation 10 of the AAUP's *Recommended Institutional Regulations*, also provides that a faculty member who alleges that a decision against reappointment was based significantly on considerations violative of academic freedom should be afforded opportunity for a review of the allegation by a faculty committee under specified procedural standards.

The faculty policies of East Texas Baptist University state that faculty members who believe that their academic freedom has been violated are entitled to a hearing by a faculty committee. In cases of nonreappointment of a faculty member "at the end of a one-year contract," however, the policies declare that the administration "is not required to provide [the] faculty member a reason for a decision not to reappoint for another contract or to provide a hearing." The policies also provide that a faculty member may grieve unfair treatment "in any matter," but explicitly exclude promotion or termination issues.

When, in her meetings with Dean LeTourneau, Vice President Sorrels, and President Riley, Professor Knight asked why she was being released, she was merely told that she was no longer "a fit for the university," and that the decision was in the university's best interests. The decision on nonretention was not preceded by any faculty review, and the administration denied Professor Knight opportunity for any form of appeal. Even if the February 20 action against Professor Knight were to be construed as nonreappointment, as the administration maintains, she was denied basic safeguards of academic due process called for by the Association in such cases.

The investigating committee finds, however, that the February 20 action against Professor Knight should not be viewed as a case of nonreappointment. Professor Knight, as previously noted, was completing her eighteenth year of full-time teaching at ETBU when she was notified that her services were being terminated, and thus she had served well beyond the permissible seven-year period of probation under the 1940 *Statement of Principles*. She was accordingly entitled

under this document to the protections against termination of services that accrue with continuous tenure. Of special relevance in this case is the requirement of a hearing of record before a faculty committee in which the burden is on the administration to establish adequacy of cause. The investigating committee finds that the administration of East Texas Baptist University failed to afford Professor Knight a hearing before anyone. The administration therefore denied Professor Knight basic protections set forth in the 1940 *Statement of Principles* and derivative AAUP-supported standards.

As mentioned above, the 1940 *Statement of Principles* calls for a year of notice or severance salary in dismissal cases not involving moral turpitude. In addition, Association-supported standards provide that a faculty member whose term appointment is not to be renewed after two or more years at the institution will receive notice at least twelve months in advance of the expiration of the appointment. By contrast, the ETBU faculty regulations state that a faculty member who has a one-year contract is to receive notice not later than March 15 if the contract is not to be renewed, irrespective of the individual's length of service. Professor Knight received five months of notice. The investigating committee finds that, under Association-supported standards, the notice given to Professor Knight was unacceptably brief.

3. Academic Freedom

The 1940 *Statement of Principles* declares that academic freedom is essential to the purposes of institutions of higher education and should be assured for all faculty members. The ETBU *Policies and Procedures Manual* includes the following statement on academic freedom:

> Academic freedom requires a full and rigorous search for inquiry and truth in all disciplines of learning. . . . The faculty member must be free from the corrosive fear that others, inside or outside the university community, because their vision may differ, may threaten his or her professional career, or the material benefits accruing from it. . . . Each faculty member is entitled to freedom in the classroom in discussing the subject which he or she teaches, but is expected not to introduce controversial matters which have no relation to the classroom subject. Although each faculty member is also a citizen of his or her nation, state, and community, and must be free from institutional censorship when he or she speaks, writes, or acts as such, faculty must be aware of and sensitive to the mores of the university and the Baptist framework. Therefore, faculty should exercise moral integrity and good taste in the search for and presentation of truth.

The administration gave Professor Knight no meaningful reasons for its decision to terminate her services. The only statement from the administration known by the investigating committee that speaks to cause for the administration's action against Professor Knight is in Dean LeTourneau's memorandum of August 15, 2001, in which he described her numerous purported shortcomings and cautioned that "[h]ow you respond to [the memorandum] this fall will determine your future here." The dean's memorandum is replete with references to scripture and to God, but the investigating committee is not aware of any evidence that the action against Professor Knight resulted from the administration's concern that she had violated the tenets of the Baptist faith; the provisions of her faculty contract (grounds for termination of appointment include "demonstrated incompatibility with the educational objectives and religious ideals of the university"); or the university's mission statement (which states that "we employ faculty who are dedicated to teaching, scholarship, advising, and the principles of the Christian faith").

Rather, the available evidence leaves the investigating committee with the belief that the termination of Professor Knight's appointment resulted from the concern of administrative officers that, as stated in the dean's memorandum, she was too outspoken and too willing "to challenge those in authority." Controversies in the School of Business led to the appointment of Dean LeTourneau to "help heal past hurts," and to his counseling a faculty member to "get along" with Professor Knight. Dean LeTourneau's memorandum to Professor Knight rests his concern not on her views about substantive issues, nor, indeed, on any departure from the Baptist faith, but on her unwillingness to temper her commitment to "tell the truth" as she saw it and her perceived inability to defer to authority.

Even if one could accept all the statements in Dean LeTourneau's memorandum about Professor Knight as accurate, none of them relate to the principal functions of a university teacher. One of the claims, it is true, mentions "inappropriate talk" in the classroom. The dean brought forth no specific credible evidence in support of his allegation, and it is clear to the investigating committee that Professor Knight was faulted not because she had been unprofessional but because illustrations she had used were, according to Dean LeTourneau, "emotionally charged" and thus objectionable. In the judgment of the investigating committee, Dean LeTourneau's memorandum considered dissent to be disobedience, and intellectual disagreement to be noncooperation. Professor Knight may have been wrong in her positions on issues that had roiled the School of Business—whether she was is not at issue—but if they were honestly held positions, she had the right to espouse them. To deny that right is to deny academic freedom.

As recounted earlier in this report, the academic performance of Professor Knight in the areas of teaching and service appears to have been successful. Dean LeTourneau's memorandum referred to her "wonderful relationship with students." If anything occurred during the fall 2001 semester with regard to

Professor Knight's professional work that contributed to the decision to terminate her appointment, the administration has not revealed what it is. The investigating committee could identify no immediate precipitating cause for the administration's dismissing Professor Knight. To the extent, however, that the administration has offered any explanation for its action, namely, that Professor Knight was no longer a "fit for the university," it has strengthened the investigating committee's conviction that the administration had no legitimate basis for its decision.

President Riley, in correspondence with the Association's staff, stated that "[w]e take academic freedom seriously at ETBU," and that Professor Knight's claim that her academic freedom had been violated "is one of many hyperboles I am sure Ms. Knight has forwarded to you." In his memorandum to Professor Knight, Dean LeTourneau admonished her not to "challenge" the document: "If you challenge it or any of the matters I am trying to say in it, then you have done nothing but verify every jot and tittle of it, and there is little hope."

The investigating committee believes that Professor Knight's claim was not an exaggeration. The dean's statement and the entire memorandum strike the investigating committee, whether intended or not, as intimidation that inhibited the appropriate exercise of academic freedom at ETBU. The investigating committee accordingly finds that the administration's adverse action against Professor Knight was occasioned by its displeasure with the manner of her dissenting from the views of other faculty members and the administration; therefore, in terminating her appointment, the administration violated her academic freedom.

Under the conditions found by the investigating committee to exist at ETBU—no system of tenure, all faculty appointments on term contracts renewable at the pleasure of the administration, and no opportunity to appeal a termination of appointment—presumably any member of the faculty whom the administration wishes to dismiss can be discharged as Professor Knight has been. Perhaps the faculty as a whole at ETBU is content with this state of affairs. Because the investigating committee was not welcome on the campus, it was not able to talk with a cross-section of faculty members. It therefore cannot say what the faculty's views are on these matters. Nevertheless, the committee can say that the ETBU policies and practices that have been discussed in this report not only fail to encourage the exercise of academic freedom, but are also inimical to it.

III. Conclusions

1. The administration of East Texas Baptist University acted in violation of the 1940 *Statement of Principles on Academic Freedom and Tenure* and derivative Association-supported standards in dismissing Professor Jane B. Knight after eighteen years of full-time service without having demonstrated cause for its action in a hearing of record before a duly constituted faculty committee. The notice of termination she received was severely inadequate.

2. To the extent that it dismissed Professor Knight because she had not adequately respected the hierarchy of authority in the university, the administration acted against her for reasons that violated her academic freedom.

3. The current faculty policies of East Texas Baptist University inhibit the exercise of academic freedom because they do not provide for tenure and instead allow faculty members to serve indefinitely at the administration's discretion on renewable term appointments.[2]

DANIEL B. MCGEE (Religion)
Baylor University, *Chair*

NORMA C. COOK (Speech Communication)
University of Tennessee
Investigating Committee

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

JOAN WALLACH SCOTT (History), Institute for Advanced Study, *chair*
Members: JEFFREY HALPERN (Anthropology), Rider University; EVELYN BROOKS HIGGINBOTHAM (Afro-American Studies and Divinity), Harvard University; CANDACE C. KANT (Social Sciences), Community College of Southern Nevada; STEPHEN LEBERSTEIN (History), City College, City University of New York; ROBERT C. POST (Law), University of California, Berkeley; RODNEY A. SMOLLA (Law), University of Richmond; CHRISTOPHER M. STORER (Philosophy), De Anza College; DONALD R. WAGNER (Political Science), State University of West Georgia; MARTHA S. WEST (Law), University of California, Davis; JANE L. BUCK (Psychology), Delaware State University, *ex officio;* MARY A. BURGAN (English), AAUP Washington Office, *ex officio;* ERNST BENJAMIN (Political Science), Washington, D.C., *consultant;* MATTHEW W. FINKIN (Law), University of Illinois, *consultant;* ROBERT A. GORMAN (Law), University of Pennsylvania, *consultant;* LAWRENCE S. POSTON (English), University of Illinois at Chicago, *consultant;* GREGORY SCHOLTZ (English), Wartburg College, *liaison* from the Assembly of State Conferences.

2. Responding to the draft text of this report, Vice President Sorrels wrote: "Although there are a number of factual errors in the draft report, to attempt to correct those errors would be to miss a larger point. East Texas Baptist University has never adopted AAUP standards regarding academic freedom or tenure. The university's administration has declined to participate in the unproductive exercise of measuring the university's actions against a set of standards to which the university does not ascribe. Furthermore, the university is . . . very close to resolving [Dr. Knight's] concerns in a satisfactory manner." Shortly thereafter, a settlement was reached.