HIGHLIGHTS

- 21 (10%) of the 217 randomly selected four-year colleges and universities in the Faculty Appointment Policy Archive do not offer academic tenure.

Of the 21 Contract Institutions

- 20 (95%) include statements on academic freedom.
  - Six (29%) quote verbatim the academic freedom section of the AAUP’s 1940 Statement of Principles on Academic Freedom and Tenure.
- 15 (71%) offer multiyear contracts of lengths varying from three to ten years, and three colleges offer only one-year contracts.
- 17 (81%) contain notice-of-nonrenewal policies.
  - Five of 17 policies (29%) conform to AAUP guidelines.
- 13 (62%) have no provisions for faculty involvement in the evaluation process.
- Seven (33%) annually evaluate all faculty.
- 17 (81%) offer rank and promotion.
  - 14 colleges have committee structures for promotion review.
  - Three colleges offer promotion but have no committee structure.
  - Only two of 17 institutions with rank require a doctorate or terminal degree for appointment or promotion to assistant professor.
  - Seven of the 17 require a doctorate or terminal degree for promotion to associate professor.
• 20 (95%) include statements about dismissal for cause.
  o 12 (60%) conform to AAUP guidelines on dismissal procedures.

• Eight (38%) explicitly mention the role of faculty in financial exigency/program discontinuation processes.
  o Three colleges do not have such policies.
  o Ten colleges do not include faculty in the process of financial exigency and program discontinuation.

INTRODUCTION

With the tremendous rise in part-time and nontenure-track faculty, traditional tenured and tenure-track faculty positions in American higher education have declined dramatically. Part-time positions have increased 100% from 1970 to 1995 (National Center for Education Statistics, 1998). In the same period, the proportion of nontenure-track, full-time faculty climbed from 19% to 28%, while the proportion of tenure-track faculty fell from 29% to 20% (Leatherman, 1999). According to one source, “perhaps as few as 38–40% of all faculty appointments made in recent years are ‘traditional’ in the sense of being full-time and either tenured or tenurable” (Schuster, 1998).

At a campus or system level, however, tenure still predominates. The vast majority of four-year college campuses continue to offer tenure. The most recent statistics indicate that 100% of public doctorate-granting institutions and public four-year colleges offer tenure (although sampling error and nonresponse may have affected the percentages), and only 88 of 573 private four-year liberal arts colleges do not award tenure (National Center for Education Statistics, 1996). If institutions with tenure are the norm in higher education, then colleges without tenure—contract colleges—are the deviations.

This chapter examines the policy provisions at institutions without tenure and answers the following questions:

• What are faculty appointment policies at these contract institutions?
• What variations from standard policy exist at these colleges?
• What are the differences in policy among this group of institutions?
This chapter also investigates the areas of academic freedom, nature of appointments, evaluation, promotion, rank, dismissal for cause, and financial exigency/program discontinuation.

**SAMPLE**

The sample for this analysis comes from the Project on Faculty Appointments’ 1998 Faculty Appointment Policy Archive (FAPA) CD-ROM. Of the 217 randomly selected four-year colleges and universities in FAPA, 21 (10%) do not offer tenure. The FAPA contract colleges included in the analysis are quite similar to one another in size and scope: 18 of the 21 are classified as Baccalaureate 2 institutions, and all 21 are privately controlled (see Table 1). Additionally, 11 of the 21 (52%) contract colleges have a religious affiliation or an explicit religious mission.

**TABLE 1. CONTRACT INSTITUTIONS INCLUDED IN FAPA**

<table>
<thead>
<tr>
<th>College</th>
<th>Institutional Control</th>
<th>Institutional Mission</th>
<th>Carnegie Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen University</td>
<td>Private</td>
<td></td>
<td>Baccalaureate 2</td>
</tr>
<tr>
<td>Brenau University</td>
<td>Private</td>
<td></td>
<td>Master’s 1</td>
</tr>
<tr>
<td>College of the Atlantic</td>
<td>Private</td>
<td></td>
<td>Baccalaureate 1</td>
</tr>
<tr>
<td>College of the Ozarks</td>
<td>Private</td>
<td>Christian</td>
<td>Baccalaureate 2</td>
</tr>
<tr>
<td>Endicott College</td>
<td>Private</td>
<td></td>
<td>Baccalaureate 2</td>
</tr>
<tr>
<td>Florida Southern College</td>
<td>Private</td>
<td>Christian</td>
<td>Baccalaureate 2</td>
</tr>
<tr>
<td>King College</td>
<td>Private</td>
<td>Christian</td>
<td>Baccalaureate 2</td>
</tr>
<tr>
<td>Lesley College</td>
<td>Private</td>
<td></td>
<td>Master’s 1</td>
</tr>
<tr>
<td>Liberty University</td>
<td>Private</td>
<td>Christian</td>
<td>Master’s 1</td>
</tr>
<tr>
<td>Lourdes College</td>
<td>Private</td>
<td>Catholic</td>
<td>Baccalaureate 2</td>
</tr>
<tr>
<td>Northwest Christian College</td>
<td>Private</td>
<td>Christian</td>
<td>Baccalaureate 2</td>
</tr>
</tbody>
</table>
Of the contract colleges in FAPA, all but one (Shimer College, B2) contain statements on academic freedom. If nothing else, this high percentage indicates that faculty and administrators at contract colleges acknowledge the importance of academic freedom; how these institutions define it is another matter.

The American Association of University Professors (AAUP) *1940 Statement of Principles on Academic Freedom and Tenure* sets the standard in the academy (AAUP, 1995, pp. 3–10). Six of the contract institutions quote verbatim the first section of the 1940 Statement on Academic Freedom, and another eight use their own language to cover the same three areas of freedom in (1) research and publication, (2) discussion of one’s subject in the classroom, and (3) speaking and writing as citizens. Therefore, 14 of 21 contract institutions (67%) include standard provisions in their academic freedom policy statements.
Three institutions that cover all three areas of academic freedom add caveats related to their unique religious missions. For example, Liberty University (M1) “subscribes” to the 1940 Statement, but cautions its faculty that “not all areas of research might be compatible with the purposes of Liberty University.” Northwest Christian College (B2) provides for the freedom to pursue and publish research and to write and speak as a citizen “provided that such activities do not . . . conflict with the purpose and objectives of the college.” Wayland Baptist University (B2) notes:

The constitutionally protected rights of faculty members, as citizens, to freedom of expression on matters of public concern must be balanced with the interest of the university and the Baptist General Convention of Texas. . . . [A faculty member’s statements] are not protected free speech if they either substantially impede the faculty member’s performance of daily duties or materially and substantially interfere with the regular operation of the university, or if they are part of a continuing pattern of expression of such nature as to destroy the harmony and morale of his or her division.

Five of the 21 (24%) contract institutions include statements on academic freedom but omit one or more of the three traditional areas of protection. Two of these colleges (Olivet College [B2] and Rust College [B2]) do not explicitly mention freedom in research and publication, though they guarantee freedom in teaching. It is possible that faculty at these colleges, primarily teaching institutions, do not undertake research. Three colleges (Lesley College [M1], Allen University [B2], and College of the Ozarks [B2]) do not encompass freedom of extramural speech. Lesley College [M1] includes a statement about faculty members’ responsibility to “indicate when they are speaking as official representatives of the college,” but omits the freedom from institutional censorship or discipline when they speak otherwise. Allen University (B2) “upholds” the AAUP “philosophy” on academic freedom, but makes no mention of the freedom to speak and write as citizens. College of the Ozarks (B2) specifically prohibits faculty members from making “statements which are detrimental to the mission and/or operation of the college.”

College of the Ozarks’ (B2) restriction on criticism of the college stands in stark contrast to the policy of College of the Atlantic (B1). The latter affirms that “all faculty and staff members are protected in the right to speak outside the classroom, including criticism of practices at the college, provided that they are qualified in doing so either by training or professional involvement in the present situation” (emphasis added).
All 19 policies, whether or not they cover the standard areas of the AAUP’s 1940 Statement, are more protective of faculty rights than the academic freedom statement of Western Baptist College (B2). It offers a highly circumscribed freedom to faculty in teaching, research, and extramural speech:

Faculty members are expected to discuss their subjects fully and fairly, regardless of political, social, economic, or doctrinal bias and should support their teaching with valid evidence. However, no instructor may advocate views at variance with the doctrinal statement and standards of the college. . . . Faculty members need to be careful in signing public statements or documents and should realize there is always the tacit representation of the college in whatever they say, write, attend, or sign. Before signing such items, they may wish to confer with the vice president for academics or the president. Faculty members should not engage in public criticism of their colleagues, the administration, or the college.

While Western Baptist’s statement of academic freedom is comparatively restrictive, it serves a college with an unambiguous religious mission, where professors perform a “teaching ministry” to serve God and abide by the college’s statement of faith.

**NATURE OF APPOINTMENTS**

The most distinguishing characteristic of colleges with term contracts is the defined period of employment. The appointment procedures at 19 contract colleges are included in FAPA (Endicott College [B2] and Simpson College’s [B2] appointment procedures are not). Of this group, three institutions (Allen University [B2], Florida Southern College [B2], and Liberty University [M1]) offer only one-year, annually renewable appointments. Sixteen institutions offer multiyear contracts after some type of probationary period. Probationary periods range from one year to 10 years, with an average length of 5.06 years. After the initial one-year contract at Wayland Baptist University (B2), faculty are offered rolling two- or three-year contracts. Conversely, King College (B2) stipulates that faculty must have at least 10 years of service before they are eligible for five-year contracts.
TABLE 2. NATURE OF APPOINTMENTS

<table>
<thead>
<tr>
<th>College</th>
<th>Length of Probationary Period</th>
<th>Longest Contract Offered</th>
<th>Compliance with AAUP Notice of Nonrenewal?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allen University</td>
<td>Not applicable</td>
<td>1 year</td>
<td>No</td>
</tr>
<tr>
<td>Brenau University</td>
<td>5 years</td>
<td>5 years</td>
<td>Yes</td>
</tr>
<tr>
<td>College of the Atlantic</td>
<td>5 years</td>
<td>5 years</td>
<td>No</td>
</tr>
<tr>
<td>College of the Ozarks</td>
<td>6 years</td>
<td>6 years</td>
<td>No</td>
</tr>
<tr>
<td>Endicott College</td>
<td>Unknown</td>
<td>Unknown</td>
<td>Unknown</td>
</tr>
<tr>
<td>Florida Southernen College</td>
<td>Not applicable</td>
<td>1 year</td>
<td>Yes</td>
</tr>
<tr>
<td>King College</td>
<td>10 years</td>
<td>5 years</td>
<td>No</td>
</tr>
<tr>
<td>Lesley College</td>
<td>Unknown</td>
<td>10 years</td>
<td>Yes</td>
</tr>
<tr>
<td>Liberty University</td>
<td>Not applicable</td>
<td>1 year</td>
<td>No</td>
</tr>
<tr>
<td>Lourdes College</td>
<td>3 years</td>
<td>3 years</td>
<td>No</td>
</tr>
<tr>
<td>Northwest Christian College</td>
<td>3 years</td>
<td>Unknown</td>
<td>No</td>
</tr>
<tr>
<td>Olivet College</td>
<td>5 years</td>
<td>5 years</td>
<td>Yes</td>
</tr>
<tr>
<td>Pacific Union College</td>
<td>7 years</td>
<td>Continuous</td>
<td>No</td>
</tr>
<tr>
<td>Prescott College</td>
<td>2 years</td>
<td>3 years</td>
<td>Unknown</td>
</tr>
<tr>
<td>Rust College</td>
<td>8 years</td>
<td>5 years</td>
<td>No</td>
</tr>
<tr>
<td>Shimer College</td>
<td>3 years</td>
<td>Continuous</td>
<td>No</td>
</tr>
<tr>
<td>Simpson College</td>
<td>Unknown</td>
<td>Unknown</td>
<td>Unknown</td>
</tr>
<tr>
<td>Trinity College of Vermont</td>
<td>5 years</td>
<td>5 years</td>
<td>Yes</td>
</tr>
</tbody>
</table>
The length of the longest multiyear contract offered at these institutions varies from three to ten years (see Table 2). Professors at Lesley College (M1) can earn contracts up to ten years depending on “evidence of excellence in teaching, meritorious service, and scholarship; distinguished leadership in the institution and/or profession; and when the length is consistent with institutional need.” Lesley College (M1) also offers contracts of two, three, five, and seven years. Warren Wilson College (B2) is next, awarding faculty a seven-year contract after a successful probationary period.

<table>
<thead>
<tr>
<th>College</th>
<th>Length of Probationary Period</th>
<th>Longest Contract Offered</th>
<th>Compliance with AAUP Notice of Nonrenewal?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warren Wilson College</td>
<td>7 years</td>
<td>7 years</td>
<td>Unknown</td>
</tr>
<tr>
<td>Wayland Baptist University</td>
<td>1 year</td>
<td>3 years</td>
<td>No</td>
</tr>
<tr>
<td>Western Baptist College</td>
<td>6 years</td>
<td>6 years</td>
<td>No</td>
</tr>
</tbody>
</table>

NOTICE OF NONRENEWAL

The majority of institutions tend not to conform to AAUP guidelines on notice of nonrenewal of appointments. AAUP policy stipulates that the institution notify faculty of nonrenewal by March 30 in the first year of employment at the college, by December 15 in the second year, and one year in advance of the expiration of the contract after faculty have been at the institution more than two years. Only five of 17 contract colleges with nonrenewal policies conform to these guidelines. Trinity College of Vermont (B2) actually exceeds the recommendation. Its policy stipulates that faculty must be notified of nonrenewal by January 15 of the penultimate contract year, 16 months before the expiration of the contract.

The other 12 colleges have briefer periods of due notice. Allen University (B2) only needs to give faculty two months notice before the end of the fiscal year. Others vary from the norm as described in Table 3.
TABLE 3. NOTICES OF NONRENEWAL

<table>
<thead>
<tr>
<th>College of the Atlantic</th>
<th>September 1 of final contract year</th>
</tr>
</thead>
<tbody>
<tr>
<td>College of the Ozarks</td>
<td>End of fall term of final contract</td>
</tr>
<tr>
<td>King College</td>
<td>By December 31 in years 1–3; thereafter, March 15 in penultimate year of contract</td>
</tr>
<tr>
<td>Liberty University</td>
<td>By January 1 with no reason given. After January 1, a reason must be offered</td>
</tr>
<tr>
<td>Lourdes College</td>
<td>March 15 in years 1–3; January 15 afterwards</td>
</tr>
<tr>
<td>Northwest Christian College</td>
<td>March 1 for all</td>
</tr>
<tr>
<td>Pacific Union College</td>
<td>Four months before end of contract</td>
</tr>
<tr>
<td>Rust College</td>
<td>March 1 in first year; February 1 thereafter</td>
</tr>
<tr>
<td>Shimer College</td>
<td>March 15 in years 1–3. Not specified thereafter</td>
</tr>
<tr>
<td>Wayland Baptist College</td>
<td>March 1 for all</td>
</tr>
<tr>
<td>Western Baptist College</td>
<td>December 31 of last contract year</td>
</tr>
</tbody>
</table>

One cannot discern from faculty handbooks, of course, whether or how often nonrenewal policies are invoked, although research (Chait & Ford, 1982; Chait & Trower, 1997) suggests not very often. Nevertheless, fixed contracts, without lengthy notices of nonrenewal, theoretically afford these colleges considerable leeway to cut faculty for reasons related to individual performance or institutional circumstance.

FACULTY EVALUATION

This section concerns three questions about faculty evaluation at colleges with contracts: (1) Who is responsible for evaluating faculty? (2) What criteria and measures are used in the evaluation? and (3) How often are faculty evaluated?
Who Evaluates Faculty?

Most contract colleges rely solely on administrators to evaluate faculty. Thirteen of the 21 institutions (62%) have no provisions for faculty involvement in the evaluation of faculty performance (see Appendix A). Mid-level administrators, such as the dean or department or division chair, are responsible for faculty evaluation at these 13 sites.

The other eight colleges use committees to evaluate faculty members and make recommendations to the academic dean or vice president. The committees at five of these eight are faculty committees. None of these five explains in their policy manuals the process by which the faculty committee is formed. The other three form committees with multiple constituencies. At Prescott College (B2), administrators and faculty sit on evaluation committees—an “individual” committee is comprised of an administrator, the program coordinator, and two faculty members, one of whom is chosen by the person under review. The Promotion and Extended Contract Committee at Rust College (B2) includes the academic dean, division chairs, and faculty representatives from each division. College of the Atlantic is the most unique. It employs a three-person “Contract Review Team,” comprised of a member of the Personnel Committee, one faculty member chosen by the person being evaluated, and one student.

What Is Evaluated?

Criteria and measures of faculty evaluation tend to be consistent across the contract colleges. Most colleges use student, supervisor, and self-evaluations to measure faculty productivity and effectiveness. Several colleges also include other measures, such as:

- Lesley College (M1), Trinity College of Vermont (B2), Olivet College (B2), and Shimer College (B2) require classroom observation. Administrators at Lesley, Trinity, and Olivet conduct the classroom observation. At Shimer, members of the faculty evaluation committee perform the task.

- At Lesley College (M1), Endicott College (B2), and Lourdes College (B2), peer evaluation is optional. At Northwest Christian College (B2), peer evaluation consists of “two faculty members [reviewing] each other’s portfolios. They share helpful ideas and make suggestions for improvement in all areas of faculty concern.”

- Prescott College (B2) requires advising evaluations in addition to course evaluations.
• Shimer College (B2) has two unique requirements: The evaluation committee (1) conducts interviews with students, faculty, and staff who know the candidate, and (2) distributes a questionnaire to all faculty and staff “regarding the faculty member’s contributions to the Shimer community.”

Most contract colleges in the FAPA CD-ROM evaluate teaching, scholarship, and service. Consistent with the aims of many smaller liberal arts colleges, all of these institutions put greatest emphasis on teaching effectiveness. These institutions typically define scholarship broadly. Endicott College’s (B2) definition is a good example:

Scholarship: Courses taken, degrees completed, attendance at workshops, trade shows and conferences, publications, papers presented to professional societies and conferences, art exhibitions and performances, research projects, grants, fellowships and any documented form of disciplinary inquiry which furthers teaching or the development of the professional field.

Four institutions also include additional criteria beyond teaching, scholarship and professional development, and service to the college. For example, College of the Atlantic (B1) reviews “community building” and “public service, relations, and education.” Northwest Christian College (B2) considers service to supporting churches. Pacific Union College (B2) evaluates dedication to the mission of its church and the quality of interpersonal relationships. Florida Southern College (B2) indicates that, in addition to teaching ability,

[A] number of other things are of great importance such as continued academic development, progress toward the terminal degree, scholarship, advising and counseling service to students, punctuality and thoroughness in discharging college obligations, compliance with college regulations, cooperation with the college and its employees, general service to the college, character and personality, cooperation with and participation in Lakeland Church and community affairs, and the ability to meet and speak to the public as a representative of the college.

How Often Does Evaluation Occur?

For the majority of these contract institutions (11 of 21), faculty are normally evaluated annually or biannually during the probationary period and then once during the extended contract period (usually in the penultimate year of the contract) (see Appendix B). Deviations from this norm include:
• One-third of the institutions (seven of 21) conduct annual evaluations for all faculty: Allen University (B2), Brenau University (M1), Florida Southern College (B2), Liberty University (M1), Lourdes College (B2), Rust College (B2), and Wayland Baptist University (B2).

• Pacific Union College (B2) indicates that faculty are evaluated “at regular intervals” but does not specify these intervals.

• Western Baptist College (B2) evaluates extended contract faculty twice during each six-year contract, in years three and five.

• Shimer College (B2) does not regularly evaluate its senior faculty. Once faculty “interns” complete a three-year probationary period and become “senior faculty,” they do not go through a formal evaluation process except under “unusual circumstances.”

PROMOTION AND RANK

Who Is Involved?

Four colleges do not offer promotion and rank, 14 institutions have committee structures for promotion review, and three offer promotion but have no committee structure (see Appendix C). Florida Southern College (B2), which awards promotion, explains its process in one sentence: “Salary increases and promotions in rank are determined by the president on the basis of recommendations from the dean of the college and the division chairs.” At Western Baptist College (B2), the faculty member and the area manager complete a portfolio review. The area manager and vice president “meet to discuss the findings of the review.” The vice president then reports on the “completion of the procedures” to a faculty affairs committee, which “determines that the proper procedures have been followed.” In other words, the faculty committee only ensures that procedural standards have been met; it has no substantive input on the promotion review.

What Is Required for Promotion in Rank?

All 17 institutions with rank have four standard levels: instructor, and assistant, associate, and full professor. In addition to reviewing teaching ability, scholarship, and service, many colleges have flexible minimum requirements for academic credentials and length of service.
Instructor. For instructors, the 17 institutions with rank are similar. Thirteen require a minimum of a master’s degree with no prior college teaching experience. Three have options for candidates without master’s: Pacific Union College (B2) requires a master’s or a bachelor’s and one year of college teaching; Simpson College (B2) requires a master’s or a bachelor’s and “demonstrated abilities”; and College of the Ozarks (B2) demands a master’s or “equivalent experience” or three years of full-time teaching. Lesley College (M1) is the only institution with more stringent requirements: Instructors need a master’s and “prior experience.”

Assistant professor. Only two of the 17 institutions (Lesley College [M1] and Endicott College [B2]) require a doctorate or equivalent terminal degree for promotion or appointment to assistant professor. Trinity College of Vermont (B2) requests a doctorate/terminal degree or “accomplishments that are considered academically equivalent.” Nine colleges require a master’s plus college teaching experience, varying from as little as one year to as many as five. Three institutions require graduate work beyond the master’s: assistant professors at Lourdes College (B2) need a master’s plus 15 semester hours and four years’ experience; at Rust College (B2) and Pacific Union College (B2), they need a master’s plus 30 semester hours. Two institutions—Allen University (B2) and Wayland Baptist University (B2)—only require the master’s with no additional experience or graduate work.

Associate professor. Seven institutions require a doctoral or terminal degree for promotion to associate professor. The others have flexible requirements, with the length of service shortened for a faculty member with a doctorate and lengthened for a faculty member without one. For example, at Olivet College (B2), associate professors need a master’s and eight years of college teaching experience, or a terminal degree and six years of experience. Western Baptist College (B2) has multiple thresholds for an associate professor: (1) a master’s plus 36 hours of additional graduate work and 10 years’ teaching, or (2) a master’s plus ABD and seven years’ teaching, or (3) two master’s degrees plus 10 years, or (4) a PhD plus 10 years, or (5) a doctorate plus five years’ teaching.
**Professor.** Sixteen of 17 colleges require a doctorate or terminal degree for promotion to full professor (Pacific Union College [B2] demands a doctorate or a master’s plus 40 semester hours of graduate work). The institutions vary in how many years of college teaching are necessary to attain full professor, from as little as six (at Rust College [B2]) to as many as 17 at Liberty University [M1]). (Liberty asks for seven years’ experience for promotion to the associate level and 10 years’ experience as an associate for promotion to professor.) An average of 9.58 years of experience is required for promotion to full professor at these 17 institutions.

**ADEQUATE CAUSE**

**Adequate Cause Defined**

Twenty of 21 (95%) contract colleges include statements about dismissals for cause (Endicott College [B2] does not). Fifteen of the institutions define “adequate cause” similarly as grounds for dismissal. Common examples of grounds for dismissal include professional incompetence (14 colleges), neglect of duty (12 colleges), and moral turpitude or delinquency (nine colleges). Other examples include personal misconduct, insubordination, unethical behavior, and fabrication of credentials (each of which is mentioned by five institutions). Several institutions provide unique examples of adequate cause (see Table 4).
TABLE 4. UNIQUE DEFINITIONS OF ADEQUATE CAUSE

<table>
<thead>
<tr>
<th>Institution</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>King College</td>
<td>“Conduct of such nature as to indicate that the faculty member is unfit to continue as a member of the faculty of this institution of Christian higher education.”</td>
</tr>
<tr>
<td>Lourdes College</td>
<td>Unacceptable job performance, moral delinquency, conviction of any crime other than a misdemeanor.</td>
</tr>
<tr>
<td>Northwest Christian College</td>
<td>Lack of commitment to the ideals and purposes of the college.</td>
</tr>
<tr>
<td>Pacific Union College</td>
<td>Gross and inexcusable inefficiency, repudiation of church standards.</td>
</tr>
<tr>
<td>Prescott College</td>
<td>Repeated and continued violation of college policy.</td>
</tr>
<tr>
<td>Rust College</td>
<td>Contumacious conduct by the faculty member, serious scandal in the community of constituency, national security, or immigration problems.</td>
</tr>
<tr>
<td>Simpson College</td>
<td>“Differences relating to the doctrinal statement to which the faculty member is required to subscribe.”</td>
</tr>
<tr>
<td>Wayland Baptist University</td>
<td>“Absenteeism, failure to abide by rules and regulations of the university.”</td>
</tr>
<tr>
<td>Western Baptist College</td>
<td>“Failure to support doctrinal positions of the college.”</td>
</tr>
</tbody>
</table>

The Dismissal Process

The AAUP’s guidelines for dismissal procedures include an informal inquiry by an elected faculty committee, official notification of the charges to the faculty member, a hearing before the faculty committee, the opportunity for the faculty member to retain counsel and to confront witnesses, and burden of proof resting with the institution, satisfied by clear and convincing evidence (1995, pp. 26–27). Of the 20 colleges with sections on dismissals for cause, 12 (60%) have processes that include official notification, a faculty or administrative committee, hearings, and witnesses (see Appendix D). Trinity College of Vermont (B2) and College of the Atlantic (B1) specifically use the “clear and convincing evidence” language; the others do not.

The other eight colleges vary in due process. College of the Ozarks (B2) has no committee structure, but the faculty member has the opportunity to meet with the dean and president “to present his/her defense to the dismissal recommendation before the recommendation is made.” At four colleges,
the dismissal process is controlled by the president, academic vice president, or administrative committee. For example, at Lourdes College (B2), a faculty member’s appointment “may be terminated at any time . . . in the judgment of the president.” Brenau University’s (M1) policy stipulates that “the president . . . may, at any time, remove or suspend any faculty member or other employee for adequate cause by giving written notice.” The vice president for academic affairs at Liberty University (M1) makes all nonrenewal and dismissal decisions. At Prescott College (B2), dismissal recommendations come from a committee composed of the faculty chair, personnel coordinator, and program coordinator, and are approved by the dean.

Two colleges (Lesley College [M1] and Shimer College [B2]) do not explain the dismissal process in their faculty manuals. At Florida Southern College (B2), there is no process. Instead, “when moral turpitude, professional incompetence, or violation of the principles of academic freedom and responsibility have been established, the faculty member is subject to immediate discharge and termination of employment agreement.” Since the college does not define how these charges are “established,” it appears that a faculty member can be summarily dismissed.

Appeals

Appeals of dismissals for cause can be made at 18 of 20 institutions (90%). At 15 of the colleges, appeals are presented to a committee comprised of either faculty, faculty and administrators, or trustees. Appeals are presented directly to the president (with no committee review) at three colleges (Olivet College [B2], Prescott College [B2], and Wayland Baptist University [B2]). Two colleges (Lourdes College [B2] and Shimer College [B2]) have no appeals process or have not defined such a process in their handbook.

FINANCIAL EXIGENCY AND PROGRAM DISCONTINUATION

AAUP policy stipulates that “there should be a faculty body which participates in the decision that a condition of financial exigency exists or is imminent.” In addition, a faculty committee should “exercise primary responsibility” in determining who is to be terminated. Terminated faculty members should have a right to a full hearing before a faculty committee. Program discontinuance, too, should be “determined primarily by the faculty as a whole or an appropriate committee thereof” (1995, pp. 24–25).
Contract colleges as a group ignore AAUP guidelines. Shimer College (B2) and Florida Southern College (B2) do not define procedures for financial exigency or program discontinuation. Northwest Christian College’s (B2) policy is summarized in one sentence: “Continuous appointment is contingent upon continuous need for services of the appointee and the financial ability of the institution to maintain the appointment.” Ten colleges include a policy but have no provisions for faculty involvement in determining financial exigency or program discontinuance. Eight of the 21 explicitly mention the role of faculty in the process (see Appendix E).

In addition, these colleges tend to define financial exigency/program discontinuance more broadly than the AAUP. The AAUP specifically prohibits program reduction based on enrollment changes: “Educational considerations do not include cyclical or temporary variations in enrollment. They must reflect long-range judgments that the educational mission of the institution as a whole will be enhanced by the discontinuance” (1995, p. 25). Five contract colleges, however, include declining enrollment as acceptable reasons for eliminating faculty positions. For example, College of the Atlantic (B1) defines a “financial or enrollment emergency” as a “situation where there is an unexpected drop in fiscal full-time student enrollment such as may occur due to outside factors such as market shifts, state or federal student aid policy changes, economic hardship in the major market area of the institution, or other similar reason.”

Other institutions can terminate faculty for less severe conditions. Brenau University’s (M1) policy stipulates that “the employment of any faculty member may be terminated due to a financial exigency, reduction in academic program, or need to reorganize, as determined by the administration of the university.” Trinity College of Vermont (B2) can lay off faculty “as a result of a major change, including reduction or discontinuation of an academic program or department in whole or in part.” Allen University (B2) “reserves the right to reduce the number of staff positions because of changes in institutional programs, decline in enrollment, decreases in revenue, and other just reasons.” Faculty at Lourdes College (B2) can lose their jobs “at any time if the president and the board of trustees, in their sole discretion, determine that financial considerations warrant the reduction or reallocation of faculty.” Simpson College (B2) faculty can be terminated for “changes in enrollment or other financial standings that require the elimination of a position.”
SUMMARY

In total, the 21 FAPA institutions without tenure, not surprisingly, break from traditional faculty appointment policies in many other areas as well. If one scrolls through the appendices of this chapter, however, it is apparent that some institutions more than others are at variance with customary practice. College of the Atlantic (B1) and Warren Wilson College (B2) mirror AAUP policy quite often, while Allen University (B2), Brenau University (M1), Florida Southern College (B2), Liberty University (M1), and Lourdes College (B2) do not. In aggregate, though, standard practice for contract colleges deviates from standard policy as enacted by large research institutions and endorsed by the AAUP.

REFERENCES


APPENDIX A

FACULTY EVALUATION CHARACTERISTICS

Administrator-Directed Evaluations

1. Allen University
2. Brenau University
3. Endicott College
4. Florida Southern College
5. King College
6. Lesley College
7. Liberty University
8. Lourdes College
9. Northwest Christian College
10. Simpson College
11. Trinity College of Vermont
12. Wayland Baptist University
13. Western Baptist College
### Committee-Led Evaluations

**Faculty only**

1. College of the Ozarks
2. Olivet College
3. Pacific Union College
4. Shimer College
5. Warren Wilson College

**Multiple constituencies**

1. College of the Atlantic
2. Prescott College
3. Rust College

### APPENDIX B

**FREQUENCY OF FACULTY EVALUATION**

#### Annual

1. Allen University
2. Brenau University
3. Florida Southern College
4. Liberty University
5. Lourdes College
6. Rust College
7. Wayland Baptist University
Annually or Biannually During Probationary Period, Then Once During Length of Extended Contract

1. College of the Atlantic
2. College of the Ozarks
3. Endicott College
4. King College
5. Lesley College
6. Northwest Christian College
7. Olivet College
8. Prescott College
9. Simpson College
10. Trinity College of Vermont
11. Warren Wilson College

Other

1. Pacific Union College: “Regular intervals.”
2. Shimer College: Intern faculty evaluated at end of second year; senior faculty evaluated only in unusual circumstances.
3. Western Baptist College: Annually for two-year contract faculty; in years three and five for six-year contract faculty.
APPENDIX C

PROMOTION REVIEW STRUCTURES

No Promotion

1. College of the Atlantic
2. Prescott College
3. Shimer College
4. Warren Wilson College

Faculty Committees

1. Allen University
2. Brenau University
3. College of the Ozarks
4. Endicott College
5. King College
6. Lesley College
7. Liberty University
8. Lourdes College
9. Olivet College
10. Pacific Union College
11. Rust College
12. Simpson College
13. Trinity College of Vermont
14. Wayland Baptist University
No Faculty Committees

1. Florida Southern College
2. Northwest Christian College
3. Western Baptist College

APPENDIX D

PROCEDURES FOR DISMISSAL FOR CAUSE

Standard Procedures that Include Official Notification, Use of Committees, Hearings with Witnesses for Presentation of Defense

1. Allen University
2. College of the Atlantic
3. King College
4. Northwest Christian College
5. Olivet College
6. Pacific Union College
7. Rust College
8. Simpson College
9. Trinity College of Vermont
10. Warren Wilson College
11. Wayland Baptist University
12. Western Baptist University
No Committee Structure but Opportunity for Presentation of Defense

1. College of the Ozarks

Presidential/Administrative Decision

1. Brenau University (president)
2. Liberty University (vice president for academic affairs)
3. Lourdes College (president)
4. Prescott College (administrative committee, dean approves the decision)

No Dismissal Procedures Included in Handbook or No Process Defined

1. Florida Southern College
2. Lesley College
3. Shimer College

APPENDIX E

FINANCIAL EXIGENCY AND PROGRAM DISCONTINUATION

No Policy in Faculty Handbook

1. Florida Southern College
2. Northwest Christian College
3. Shimer College
No Faculty Role in Determining Financial Exigency/Program Discontinuation

1. Allen University
2. Brenau University
3. College of the Ozarks
4. Lesley College
5. Liberty College
6. Lourdes College
7. Olivet College
8. Prescott College
9. Rust College
10. Simpson College

Faculty Role in Determining Financial Exigency/Program Discontinuation

1. College of the Atlantic
2. Endicott College
3. King College
4. Pacific Union College
5. Trinity College of Vermont
6. Warren Wilson College
7. Wayland Baptist University
8. Western Baptist College