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Academic Freedom and Tenure: Illinois Wesleyan University

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Had Professor Carmichael been so informed in the beginning the present investigation might never have been necessary. Quite possibly the by-law quoted above makes legal all six of the recent dismissals at Converse.

In the case of Professor Carmichael the Committee finds that Converse College has violated the Association's principles of tenure and of academic freedom. In the matter of general conditions at Converse College, the Committee finds them at present unfavorable to security of tenure and freedom of instruction.

Respectfully submitted,

H. D. WOLF

NEWMAN I. WHITE

Approved for publication by the Committee on Academic Freedom and Tenure, Carl Wittke, *Chairman*.

ILLINOIS WESLEYAN UNIVERSITY

Illinois Wesleyan University (Bloomington, Illinois) has for some time been in financial difficulty. Although salary cuts have been nominally avoided, members of the faculty have not been paid in full. They have received some cash, some bonds of the University which can not always be disposed of at face value, community scrip, produce, rent of University houses, labor of students earning their tuition, and free tuition for near relatives. The aggregate of payments in all these forms is less than the stipulated salaries. As recently as the end of 1933 the athletic coaches had been paid in full without taking the cuts applied to other salaries.

At least one recent dismissal from the faculty appears to violate the accepted principles and practice respecting academic tenure, and incidentally reflects the salary defaults. This case involves Professor R. E. Bennett. The following condensed statement of facts is based on information from Professor Bennett, from President H. W. McPherson, and from Professor E. N. Cameron (Educational Psychology, University of Illinois), who has been good enough to visit Illinois Wesleyan University in behalf of the Association.

Professor Bennett came to the University in 1932 as a full professor and Chairman of the Department of English. He received a contract for one year. No contract was issued to him for the ensuing year (1933-34), but he was continued in the same capacities. President McPherson states that Professor Bennett "might very well have understood from all that was said" that his first two years were a probationary period. It is Professor Bennett's recollection that the President did not make this point in his earlier discussions with Professor Bennett about the

dismissal. Professor Bennett does not recollect that the negotiations relating to his original employment included any reference by the President to a probationary period. The Professor himself undertook to remain at least two years, accompanying this with talk of plans showing that he regarded the appointment as not a temporary one.

About January 1, 1934, the administration proposed that the faculty should release their claims for salary unpaid prior to January 1, 1934, in exchange for University bonds having a face value equivalent to half the released claims. This proposal was accompanied by an assurance that if the releases were given, eight monthly salary payments beginning January 1, 1934, would be made at the rate of 75 per cent of the book salaries. About January 20, 1934, Professor Bennett accordingly gave a release, the sum in his case being substantial. On February 26, 1934, the President informed Professor Bennett that at a meeting on January 30, 1934, the Faculty Committee of the Board of Trustees had voted not to re-employ Professor Bennett for another year. Professor Bennett insists that no previous information had been conveyed of an intention to dispense with his services. President McPherson told Professor Bennett that he had no criticism of the latter's teaching of advanced courses, but did criticize his work with freshmen, and that there had been complaints from students about his teaching. Asked if he knew how many freshmen the professor was teaching, President McPherson answered negatively. In fact, Professor Bennett taught only one freshman section of picked students. Subsequently, the President has intimated that Professor Bennett insisted upon giving work of a postgraduate rather than an undergraduate nature. Actually, the Professor taught no courses more advanced than Chaucer and the history of the English language. From the former he eliminated practically all grammar work; in the latter, he followed a text for prospective high school teachers of English. Neither the President nor the Dean ever intimated to Professor Bennett that his work was too advanced.¹ In writing to the Association, President McPherson definitely states that there is nothing against the Professor's character or ability; but he has told Professor Bennett that letters of recommendation will not be given because the case was taken to the Association.²

It seems extraordinary and improper that information of action by the Faculty Committee should have been withheld from Professor Bennett for nearly a month. President McPherson insists that there was no intended connection between the procuring of Professor Bennett's release of salary claims during January and his dismissal shortly thereafter.

¹ The sentence in the text represents Professor Bennett's recollection. The President comments: "The Dean did so advise him. So this statement is not correct." Presumably the President did not hear the advice given. So his assertion is hearsay.

² The President comments: "This is not true. I stated that because of his attitude in connection with the matter I could not recommend him."

Under the circumstances, however, it is distinctly unconscionable for the University to insist upon enforcing the release. Not only were salary payments at the reduced rate for the last three months of the academic year 1933-34 delayed, but Professor Bennett has never received his share of these payments except in the form of checks which he felt it necessary to return, they being so drawn that acceptance would have constituted a release of all claims. Normally the dismissal of a full professor without notice, without specification of charges, and without a hearing is altogether improper. The only reason suggested in the present case for inapplicability of the general principle is that Professor Bennett was on probation for the first two years. On this issue there is a flat contradiction between the President and the Professor. Certainly President McPherson is at fault in not having brought home clearly to Professor Bennett such an unusual limitation upon his tenure. Sound academic practice requires this type of provision respecting a full professorial appointment to be in writing. The Bennett case discloses ignorance or disregard of sound principles of academic tenure.

TULANE UNIVERSITY

The Council has received communications from the Administrative Board of Tulane University and from the President of the Association of American Law Schools protesting against the accuracy of a statement published in the January *Bulletin* in regard to a visit by the then President of the American Association of University Professors in connection with the dismissal of a member of the Tulane law faculty.

After extensive consideration of the case, the Council has adopted the following statement for publication in the *Bulletin*:

The Council believes that the officers of the A. A. U. P. responsible for the statement have consistently endeavored to be entirely fair both to the professor and to the institution concerned. It nevertheless regards the inclusion of the following sentences in the January statement as unfortunate—"In explaining to President Cook how the friction arose, the Dean described certain conduct of Professor Colvin in faculty meeting as an important cause of the friction. This conduct appeared to President Cook to be nothing more than the expression of an honest difference of opinion on matters of policy such as falls within the generally accepted meaning of academic freedom, and such as a wise administrator should be glad to receive." This statement has given the impression to some that conditions of academic tenure and freedom at Tulane University Law School were investigated by the American Association of University Professors, and found unsatisfactory. The Council has no evidence that such conditions at Tulane Law School are unsatisfactory.