

C. f. Rank & Tenure

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March 28, 1968

RECEIVED
MAR 29 1968
BOARD OF TRUSTEES
STATE COLLEGES

Dr. Samuel L. Myers
President
Bowie State College
Bowie, Maryland 20715

Dear Dr. Myers:

I thought it advisable to write you concerning the substance of our conversation of March 27, 1968.

You advised me that students of Bowie State College, among other things, were protesting your decision to not recommend to the Board of Trustees of the State Colleges a renewal of a faculty member's contract for the academic year 1969-70. A letter to this effect was sent to the faculty member so advising him in accordance with the terms of his present contract which requires such notice to be sent prior to April 1, 1968. This faculty member had not yet acquired tenure.

You inquired whether you were required to give reasons for the proposed recommendation to either the faculty committee on tenure, the Board of Trustees of the State Colleges or students.

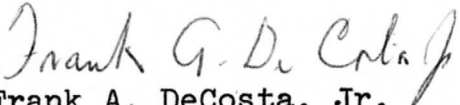
Under the provisions of Article 77, Section 165 a President of a State College need not give reasons for a nonrenewal of a faculty member's contract where that faculty member has not acquired tenure.

In the usual case and if the duly approved and adopted Faculty Senate Constitution so provides, the question of tenure should be discussed with a committee of that Faculty Senate so charged with the consideration of faculty tenure. However, in the present case the delicacy of the reasons which support your recommendation to the Board not to renew this faculty member's contract for 1969-70 dictate that a different procedure should be employed. This is true because of a possible exposure of a President to civil liability for slander or libel.

You advised me that the students were insisting that the reasons be revealed and that apparently the faculty member involved has aided and abetted in the students' request. Under these circumstances you may make it clear to the students that you are not at liberty to reveal the reasons unless you obtain the express written consent of the faculty member. If that consent is obtained, we would prefer that our office draft the instrument of consent so that there can be no question as to your civil liability thereafter.

I hope that this has been helpful.

Very truly yours,


Frank A. DeCosta, Jr.
Assistant Attorney General

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