

HOWARD UNIVERSITY

SCHOOL OF LAW
OFFICE OF THE DEAN

July 1, 1998

MEMORANDUM

TO: Norma B. Leftwich
General Counsel

FROM: Alice Gresham Bullock *AGB*
Dean

RE: Hostile Work Environment: Sexual Harassment

I learned that Dawn Martin believed she was being "stalked" on December 1, 1997, upon reading her memorandum dated November 25, 1997, I immediately contacted Associate Dean Newsom to determine what he knew of the matter. He told me that he had advised Ms. Martin to contact the University Security Office and the Metropolitan Police Department regarding what she should do in connection with her personal safety.

Associate Dean Newsom advised me that he thought that MPD should be called in to provide more manpower in tracking down the individual not only to benefit Professor Martin, but also to prevent harm to other women whom this person might stalk or otherwise harass. In that regard Associate Dean Newsom arranged a meeting in the West Campus security office with Professor Martin, representatives of Campus Security and of MPD, and himself. Campus Security and MPD stated that they would take the necessary action to end the harassment.

Associate Dean Newsom does not recall at what point he discussed the matter with me, but in any event, he believed that the matter was under control because MPD was involved, that the individual would be apprehended and the matter would thus be brought to a swift conclusion.

The following is a chronology of the events relating to Ms. Martin as I recall them.

I replied directly to Ms. Martin's November 25 memorandum (Attachment A) on December 1, 1997 as follows:

- a) Acknowledged receipt of her November 25th memorandum. (Attachment B)



b) Because there is only one Howard University security officer to patrol the 25-acre West Campus he is, therefore, frequently away from the security office on the sub-basement level, my best advice to Ms. Martin was to immediately contact the metropolitan police and the University Security Office on Main Campus when she had concerns, i.e. the person was on campus or was otherwise threatening to her. Metropolitan police could respond immediately.

Also, University Security could contact the law school campus officer on duty by radio immediately, even when the officer is out of the security booth patrolling the campus. The law school administration, staff and faculty can only contact the officer via telephone which he can answer only if he/she is in the security office or go to the law school security office which is of no value if the officer is out patrolling the campus.

In addition, the following transpired:

(1) On or about the following day, I transmitted a copy of Ms. Martin's report and my response to her to Mr. Dawson, Director of Security via a memorandum asking him to advise law school security officers of the need to be alert to Ms. Martin's concerns. (Attachment B)

2) Early in December Ms. Martin came into my office and excitedly told me of a voice message left by "the stalker." I recall asking if she had seen the person on the premises that day. She answered "no." I accepted as fact what she told me was in the voice message (I had no reason not to believe her), and I elected not to listen to the tape. But, I told her not to delete the message. I immediately told my assistant, Barbara Powell-Smith to call the University Security Office (main campus) to report the voice message and to ask for a security guard to assist Ms. Martin in case the person showed up at the law school at 1:00 p.m. that day pursuant to the voice message. This was my response since neither I nor anyone other than the police or university security should approach a person being characterized as "dangerous" and "crazy."

Later in the day, Barbara Powell Smith, reported to me that in response to my directions she had called the University security office to report the incident. Dr. Smith said as she recalls she spoke with Mr. Dawson and told him that the man had left a message on Ms. Martin's answering machine saying that he would be at her office at 1:00. Ms. Martin waited in Dr. Smith's office during the telephone conversation with Mr. Dawson. Ms. Martin then told Dr. Smith that she was going to classroom 4 to teach a class from 12:00 to 1:00. At 12:45 Dr. Smith went to classroom 4 to make sure an officer was present to escort Ms. Martin to her office. Dr. Smith is not sure of the officer's name but she believes it was Officer Dowdy who was standing outside the classroom while Ms. Martin taught the class.

3) A day or two later when I received Ms. Martin's second memorandum (Attachment C) I asked the security officer on duty what were they doing regarding the "stalker." I am not certain, but I believe it was Officer Sirleaf that I spoke to. He told me that the day before (or

there about) another officer ran after the man believed to have been "the stalker." The officer had chased after the man down to and across Connecticut Avenue, I believe Sirleaf told me. He also advised me that the security office had advised Ms. Martin to let them know when she would be on campus and they would accompany her to class and guard her office while she was on campus.

4) Within a few days after speaking with the security officer I telephoned Mr. Dawson's office and left a message (he was not in) that I was calling about security issues at the law school.

5) My office--I and Associate Dean Newsom-gave written and oral notice of Ms. Martin's stalking report to University Security and requested security assistance for her. Apparently neither Campus Security nor MPD posted notices in the security office or in the library describing the stalker. After ascertaining that there were no such notices, Associate Dean Newsom requested the Campus Security Office to post notices. Since he did not have a description of the stalker, and Professor Martin did, he asked her to prepare a description to be included in notices to be posted. (Attachment D) My efforts were directed at getting security assistance because no one else at the law school is equipped to protect an employee who may be in danger. Contrary to Ms. Martin's allegations, at page 8 there was never any thought given to, interest in, or attempt to "keep quiet" regarding her concerns.

6) The West Campus is an "open" facility. That is, like the main campus, the law library and buildings are open to the general public. There is no "controlled" access.

Retaliation: Non-Renewal of Contract

1) Ms. Martin was offered and accepted a two-year contract to serve as a visiting professor effective August 15, 1996 through May 15, 1998. See letter of Confirmation of Contract (Attachment E) and Personnel Recommendation (Attachment F).

2) Professor Andrew Taslitz, a member of the Appointment Committee in 1995 (and is currently a member) negotiated the terms of the appointment with Ms. Martin on behalf of the School of Law.

3) During the two years she taught courses in Torts I, Evidence, Torts II and Equal Employment Law.

4) At the time the offer was extended and the contract negotiated, Professor George Johnson was the Associate Dean for Academic Affairs and Henry Ramsey, Jr. was the Dean of the School of Law.

5) The Howard University Faculty Handbook requires that faculty on a 2-year appointment be given six months notice of contract non-renewal.

6) On or about October 31, 1997, I orally advised Ms. Martin that her 2-year contract would expire on May 15, 1998, and pursuant to the Handbook she would receive written notice of the same. I told her it is my practice to speak to the affected faculty member regarding the notice as a courtesy so one does not receive the written notice "cold." I advised her that I was aware that she had a request for appointment to a tenure-track position pending with the Appointments Committee, but I had no idea what the committee would recommend regarding her request. And, therefore, to protect the University I must advise her of non-renewal of her contract, I further stated that while the Committee makes a recommendation on faculty personnel actions, the Dean makes an independent recommendation and hiring decision. I concluded by saying that if the Committee's recommendation and the Dean's determination warranted, contract non-renewal would be reconsidered.¹

During the discussion Ms. Martin did not ask for my advice on her status in the event the APT Committee did not recommend her for appointment. At the time I was not aware that Ms. Martin believed that her appointment to a tenure-track appointment was a mere "formal" step to be taken as she appears to suggest in her statements to the EEOC and her later memos on the subject to me.

I became concerned when I was advised by my assistant several days later that Ms. Martin's certified letter of non-renewal was returned by the Postal Service as undeliverable (Attachment G) because Ms. Martin had not provided my office with a change of address for her. I had no reason to know whether she had moved because she had not indicated anything related to having a new address when I told her she would be receiving a letter from me regarding non-renewal of her contract. I also did not know whether we had made an error in the mailing.²

¹Within a seven-day period in October 1997 I spoke with all faculty on term appointments with requests for appointment, promotion or tenure pending with the APT Committee and provided them each with the same information provided to Ms. Martin.

²I was and I remain alert to faculty receiving the required **Handbook** notice of non-renewal due to a grievance on this issue that was then pending for which non-renewal notice had not been properly given.

Faculty telephone numbers are at my fingertips and I, therefore, ventured to check with her regarding her address via telephone. I left a voice message that an important letter I sent to her had been returned to me. The call by me was as much to let her know that we must not have her correct address as to advise her that this particular letter was returned undeliverable.

7) Teacher recruiting and hiring is done on the basis of what our needs are in the various courses to be taught. Assessment of teaching needs is made on an annual basis but with long range and short range planning goals in mind. This process is an ever-evolving process for the Dean's Office depending on myriad factors which include death, retirement, leave requests and administrative duties of faculty members. Planning is necessarily a dynamic process.

At the beginning of the academic year 1997-98 I advised Professor Leggett, chair of the Appointments, Promotions and Tenure Committee that we would need two, perhaps three teachers to teach courses in the areas of commercial law, constitutional law/civil rights, labor/employment law and torts due to retirements of several faculty, death of one faculty member and administrative duties of Associate Dean Newsom and myself. I also mentioned that I did not know at that time what our needs would be regarding courses that Associate Dean Newsom and I ordinarily teach but were not then currently scheduled to teach because of administrative duties. My courses include federal income tax, estate and gift tax, wills, trusts and estates and advance tax problems (14 credit hours). Dean Newsom's courses include wills, trusts and estates, church and state, property (12 credit hours). My final decision on how to cover those courses would be affected by (1) matters pending regarding another tenured professor who teaches two sections of a course which Dean Newsom also teaches, (2) whether Dean Newsom or I would be able to teach one or two courses even with administrative duties, (3) availability of adjuncts and (4) pedagogical soundness of continuing to have adjuncts teach core courses that Dean Newsom and I ordinarily teach (taxation, property and wills trusts and estates) and (5) the contingency of the availability of a professor the APT Committee had authorized me to recruit to a tenure-track position in the constitutional law/civil rights area the previous year.

A few weeks later Professor Leggett advised me that that APT Committee unanimously wanted me to redouble my efforts to recruit the outstanding constitutional law/civil rights teacher that we had begun negotiations with the previous year. I began to contact the teacher to discuss an offer.

8) Sometime in December Professor Leggett orally advised me that the APT Committee unanimously voted to extend two offers of appointment to individuals that did not include Ms. Martin. They advised me that Professor Cunningham a visiting professor should be offered courses in the labor/employment law area and Mr. Mteema should be offered courses in the commercial law area.

9) In early January 1998, I scheduled a breakfast with Ms. Martin as a courtesy since the APT Committee had by that time advised her of the decision not to recommend appointment. I advised her that if something opened up for which I could consider her, I would so consider her. I do not know what she is referring to when she states that I met with her "under pressure." I was not aware of pressure.

10) Dean Samuel Thompson contacted me sometime in the spring of 1998 on Ms. Martin's behalf. He asked me if it were my view that "she should get out of teaching?" My response was something to the affect of "I cannot say that. The Committee did not share with me specific reasons for their not recommending her appointment. I was not privy to the Committee's deliberations. Students like her as a teacher and for all I know she is a good teacher. I do not know whether not recommending reappointment by the Committee is based on poor performance." I did not tell Dean Thompson or anyone else, emphatically, that Martin is a very good teacher or that her non-renewal had nothing to do with performance. I could not tell anyone that because I did not know (and still do not know) the Committee's exact reasons for not recommending her appointment to a tenure-track position.

11) The outstanding candidate for constitutional law turned down my offer in late January 1998. Because it became clear in early January 1998 that neither Dean Newsom nor I could return to the classroom in the foreseeable future due to our administrative duties, we agreed that it made pedagogical good sense to hire a qualified full-time person to teach the 4 tax and property courses rather than fill those core courses with adjuncts for the third straight year.

12) Ms. Martin's contract expired on May 15, 1998, and the decision not to reappoint her was based entirely on the fact that the APT Committee did not recommend her for appointment to teach Employment/Labor or Torts courses (courses she has taught before) or taxation, wills trust and estates and property courses she has not taught before.

Attachments