CHAPTER ONE

Curriculum Gone Bad: The Case against Honors Contracts

Richard Badenhausen
Westminster College

This volume offers a timely and much-needed discussion, for in spite of their apparent ubiquity across the honors landscape, contracts are not a feature of honors education that has received much attention. For example, the National Collegiate Honors Council's (NCHC) "Basic Characteristics of a Fully Developed Honors Program" and its companion statement on honors colleges—documents meant to guide colleges and universities in curricular innovation, engaged pedagogy, and intentional learning—make no mention of contracts. Additionally, NCHC's 2016 Census of U.S. Honors Programs and Colleges, which captured qualities of 408 responding member institutions, asked over a dozen questions about curricular features of honors programs and colleges, including queries about online education, distance learning, internships, study abroad, and service learning (Scott, Smith, and Cognard-Black). While the instrument also questioned programs about their use of contracts,

the summary data originally posted on the NCHC members' site omits any information about contracts, a curious lacuna. As for scholarship on honors contracts, the offerings are meager: up until 2020, NCHC's monograph series and journals have published only two essays on the topic, a mere twenty pages across two issues of *Honors in Practice*. One piece takes readers through the process of trying to improve the contract system at Texas Tech (Bolch), while the other is a short case study reviewing the value of extending a contracted course's work beyond a single semester at Penn State Brandywine (DiLauro, Meyers, and Guertin). In our guiding documents, data instruments, and publications, the issue of contracts is virtually invisible.

Why might that be? Is it possible that contracts are one of the dirty little secrets of honors education? Like a loud uncle at the Thanksgiving table, are they glaringly obvious but embarrassing enough that we turn away to more genteel and interesting matters? Or are contracts so present in our professional lives that we simply take them for granted or forget their existence, much like the air we breathe? After all, when NCHC's 2012 Member Institution Survey asked respondents in passing, "Do you have honors contract courses?"—the first of two occasions the organization collected firm data on this question—a whopping 60% of the 446 participating institutions answered in the affirmative. Interestingly, there was very little difference in the usage of contracts by honors colleges and programs: the numbers were slightly larger in colleges (62.5%) than programs (59.6%), while two-year institutions showed the greatest employment of the instrument (65.2%).[1] In fact, two-year institutions may have thought most intentionally about the use of contracts, for Theresa A. James's *A Handbook for Honors Programs at Two-Year Colleges* contains an appendix that collects sample contracts from seven two-year colleges. Of the 38 questions on the 2012 NCHC survey that required yes/no answers, only three topic areas showed a closer alignment between the practices of honors colleges and programs than contracts did. Contracts are something we use no matter what honors looks like on our campuses, so it is certainly time we put this practice under our collective microscope

to examine its operation, impact on student learning, and collateral effect on how we position and enact honors education at our respective institutions.

When used properly, honors contracts can be wonderful mechanisms to facilitate creative learning opportunities for students, but they offer no panacea and can even be detrimental when employed for the wrong reasons or without clear intention. Thoughtful contracts offer many potential benefits: they can round out a student's course of study, provide flexibility in the curriculum and in a student's schedule, and encourage independent thinking and self-directed learning, two hallmarks of honors education. For honors students in high-credit-hour majors or in majors with very prescriptive curriculums—pre-professional programs present a special challenge in this respect—contracts provide the opportunity to complete honors work that would be essentially impossible to finish otherwise. Even so, their ease of use and tendency to operate under the radar make them particularly ripe for abuse. Contracts can devolve when employed as a stopgap measure—a substitute for the deep learning that marks honors—and a crutch for under-resourced programs. This essay seeks to make the case *against* the use of contracts as a thought exercise designed to help programs looking to implement or reevaluate contract systems, and thus to do a better job of managing this tool. My purpose is not to complain, but rather to identify potential blind spots and frequent traps in the positioning and administration of contracts with the hope of avoiding those pitfalls and enhancing student learning. In particular, I focus on five major areas in which contracts can present problems: their alteration of the honors experience and negative effects on the position of an honors program or college on campus; the impact on the honors learning environment; the threat they can pose to honors community; the challenges they introduce in assessing student work; and their complicated relationship to resource allocation, faculty compensation, and equity, all of which can result in unsatisfying compromises.

I write from the position of an honors administrator who has the luxury of not having to employ contracts at my own campus

because of a fully developed and flexible stand-alone honors curriculum, which is reinforced by a healthy budget and favorable staffing arrangements. The relatively small size of our operation also creates conditions that make a dependence on contracts less likely, even though many small schools use contracts. Westminster College is a comprehensive institution with a mix of liberal arts and pre-professional programs. Approximately 1,750 undergraduates and 500 graduate students enroll in classes across four schools and the honors college, whose roughly 250 students make up about 14 percent of the undergraduate population. Students at Westminster may satisfy the college's general education requirements in one of two ways: through the standard WCore program or by completing 24–48 credit hours in the honors college, which has two pathways through a core curriculum of nine interdisciplinary, team-taught classes focused on primary texts and a conversation-based pedagogy. Honors seminars—which were first offered at Westminster in 1986—are staffed by about 30 faculty, 5 of whom have either full or shared lines in the honors college and 25 of whom have appointments in disciplinary departments across all four schools and who staff one or more classes in honors as part of their regular teaching loads. Students may come into the honors college via one of two routes: a traditional entry point directly from high school or a lateral entry point for transfer students. Surveys consistently indicate that students enter the honors college because of the opportunities to challenge themselves in a rigorous learning environment, explore an interdisciplinary curriculum, join a community of high-achieving students, and participate in a conversation-based classroom. Our recruiting practices are undergirded by a commitment to diversity: 25 percent of the fall 2018 cohort are first-generation students while that year's lateral entry class consists of more than 50 percent students of color. Average first-year retention for the past five years is 90 percent.

Yet despite my own situation at Westminster College, I am familiar with contract systems in various iterations and understand why they are needed. As an experienced NCHC program reviewer who often encounters the use of contracts in a wide variety of

honors programs and colleges, I am troubled when contracts become a replacement for an intentional, well-developed curriculum or when they emerge as a necessary compromise because of local circumstances. For example, program directors or deans who seek learning opportunities for honors students when department chairs are reluctant to "release" disciplinary faculty to teach might feel that contracts are their only option; however, accepting this option paradoxically makes planning a coherent, stable, dependable curriculum for honors students increasingly difficult. Such cyclical situations can result in unintentional signaling across campus that honors learning is somehow "lesser" or unworthy of the long-term commitment of faculty lines. Although imagining chemistry majors, for instance, completing basic curricular requirements via a mechanism like contracts is ludicrous, the fact remains that students must move through their programs of study, and those of us in charge of helping with that process must figure out ways to operate within the boundaries of various limitations that often center on resource issues. I am thus extremely sympathetic to the plight of my fellow honors leaders when they find themselves dependent on contracts. In identifying the problems that can surface with contracts and the collateral damage that can occur with their misuse, I aim not to criticize colleagues or trivialize the challenges they face; instead, I hope to start a conversation about how this potentially damaging practice might be improved and to provide directors and deans with ammunition when requesting new curricular resources.

The most common deployment of contracts occurs when students enroll in a non-honors course and "convert" that class to an honors-equivalent course through additional work, such as outside reading, independent research, or some other enhanced learning activity. The intentions are admirable: honors students looking to stretch themselves can go beyond the learning experience of non-honors students and deepen or expand their knowledge of the topic in question. Yet when one looks under the hood of this arrangement, a number of problems surface. First and foremost, dispersing honors students across the non-honors curriculum and claiming they are actually doing honors work via contracts sometimes

ends up equating honors work with merely "doing more." A hallmark of honors recruiting discussions with prospective students is that honors is specifically not about *more* but *different* work: deeper learning, interdisciplinary thinking, or community engagement. Contracts can draw on all these strategies, of course, but the arrangement is often (mis)understood by both students and faculty as merely "adding on" to a non-honors class. It is easy to understand why such misconceptions find particularly healthy soil in which to germinate, particularly when honors has not established a firm and distinctive identity or sharply defined learning outcomes across campus. In such cases, faculty often fill in the resulting vacuum with their own misinformed narratives about honors, often concluding simply that honors is about "more" and "harder" work. Students often share this impression, since the more high school honors—leadership positions, Advanced Placement (AP) courses, and volunteerism—they accrued, the more "successful" they appeared to be. Unfortunately, contracts reinforce this mania for adding on just at the time in their educational lives when students should be paring back the breadth of their involvement and starting to make choices about focusing on areas of passion. Honors can play an important role in that developmental process, but framing contracts as add-ons serves only to thwart the transformation.

The transactional nature of a "contract," a term derived from the Latin for engaging in a formal agreement, also worries me because it puts the contracted parties—teacher and student—in a potentially vexed power relationship. The honors classroom is usually set up not as an exchange of valued goods but a shared journey on which faculty and students embark as fellow learners, pursuing hard questions in a conversational exchange about difficult texts and concepts. This opportunity is often new in college, since many of our honors students attended high schools where learning *was* understood overtly (or at least operated covertly) in transactional terms: student X did Y and then received Z from the teacher, which for most honors students meant a good grade. The goal in high school was thus to figure out what the teacher "wanted" and then to deliver the goods to earn a top score. We see this transactional

thinking surface in the language students use to describe their performance: they remark that the teacher "gave" them a particular grade. One of the positive features of the recent culture of assessment in higher education is that the focus on learning outcomes makes explicit the skills necessary to achieve a certain standard in a course, which in turn should encourage learners to take greater responsibility for their achievement and diminish their tendency to imagine that teachers "bestow" grades. In many high schools, however, honors students have been "successful" because of their skill in guessing a teacher's view and then mirroring back that view in written and spoken work. Of course, acting as a mirror is not a very good way to develop as a learner or a fully actualized human being, but students are often loath to abandon a skill that has apparently served them well in their lives before college.

Honors education, however, tends to push back against the paradigm of students as passive vessels filled with the teacher's "narration," a practice that results in education as the "act of depositing" that Paolo Freire and others have so strongly criticized (71, 72). bell hooks builds on Freire's critique of this banking model of education by highlighting the importance of developing a critical consciousness of traditional models of education that "reinforce domination," encourage "obedience to authority," and cultivate the "unjust exercise of power" (4, 5). A more recent account surfaces in William Deresiewicz's polemical attack on elite institutions that do little more than reduce students to "docile subject[s]" (79), individuals with "little intellectual curiosity and a stunted sense of purpose . . . heading meekly in the same direction, great at what they're doing but with no idea why they're doing it" (3). At its best, honors pedagogy resists and even actively thwarts educational models that turn students into passive instruments of powerful faculty, aspiring instead to give learners agency and to foster collaborative partnerships between faculty and students, as Kenneth A. Bruffee describes in his work on sharing authority in the classroom. For Bruffee, "Professors and students alike construct and maintain knowledge in continual conversation with their peers" (xi). Contracts thus worry me because they can put those two parties

in potentially compromised positions of negotiation; indeed, the relationship is codified in an actual contract that is explicitly transactional in nature. That separate administrative document also reframes a faculty member's work with the student as somehow outside the normal workload. The professor may see the student doing contracted work in a different light, perhaps even holding the student to a higher standard.

This perception introduces another potential problem with contracts: they surreptitiously diminish the power of the honors learning community in the classroom not only by separating honors students from each other but by tacitly positioning the honors student doing contracted work as somehow different from the other students in the class. I remind families considering Westminster's Honors College that one often unacknowledged benefit is our unique community of interesting, curious students who have all agreed to embark together on this exciting learning journey. Let's face it: you can't just walk down to the corner market at home and find a group of high-achieving students from around the world who are eager to discuss challenging texts and ideas with you twice a week for two hours at a time. That honors intellectual community is special and hard to replicate. We do our students no favors by establishing curricular practices that separate them from their honors peers: the whole point of honors is to gather such students together in a learning environment that is enhanced specifically because of that unique community. Many programs and colleges ground their honors communities in a residential experience, imagining the mere circumstance of living near someone will establish deep connections, but that is a false equivalency missing the point of honors education, as I have written elsewhere.[2] The most powerful community comes from struggling together in the honors classroom, trying out ideas with a collection of students from different backgrounds and pursuing various majors, so that perspectives can be challenged with a range of vocabularies and disciplinary lenses.

This collaborative work is central to the honors community. Indeed, NCHC's "Definition of Honors Education" emphasizes the power of honors learning communities to "foster a culture of

thinking, growing, and inquiring" by "connecting members to one another for the pursuit of common goals through interdependence and mutual obligation; respectful inclusiveness of economic, religious, cultural, ethnic, social, and other differences; and common inquiry in which members collaborate on solutions to common problems." If the power of honors does indeed lie in such shared learning, our pedagogical practices must foster collaborative work. Contracts too often undermine such communal collaboration, especially when dispersed widely across a program or college. Because the outcome of contracted work is so often an additional paper or project, the contract actually has the effect of driving the student further away from faculty and fellow students because such work is typically solitary in nature. Even group contracts can isolate students in this way: when a critical mass of contracted honors students—let's say three or four—find themselves in the same class and collaborate on contract work, the project can end up being disruptive to the overall class dynamic if the professor singles out that group or treats those honors students differently from the rest of the class. Such special treatment can also exacerbate hard feelings resulting from the idea that honors is elitist.

By fundamentally changing the nature of both student work and faculty engagement, the conversion of non-honors classes into supposed honors-equivalent academic experiences through an agreement to tack on a few activities can also result in creating what might be called an "honors light" curriculum with scaled-down expectations that implicitly place the honors program as a whole in an oddly vulnerable position. The very suggestion that the learning experience of a contracted class is equivalent to a stand-alone honors class—after all, the student receives academic credit for both—opens honors programs and colleges up to potential exploitation by administrators who may not see the need for assigning appropriate resources to honors or may even try to cut budgets. Such circumstances are particularly problematic for honors programs because they typically do not have dedicated faculty; making the case for staffing appropriate to the number of students served by a program becomes increasingly difficult if the academic unit is

already making do with its current resources. The higher education community has actually gone down this road before when it started accepting AP credit substitutions for core requirements: the ultimate destination is not pretty. We have seen the damaging effect that move has had on honors curricula, requirements, and even enrollments. As Annmarie Guzy has noted in her examination of the national move to use AP credits to accelerate students through state educational systems in order to save taxpayers money, "The traditional liberal arts foundation of honors education is being gutted" (6). If used indiscriminately and without well-defined criteria, contracts may have a similar effect: limiting the amount of time students spend in fully developed honors academic experiences. It is probably time for NCHC to collect more data about the use of contracts, to explore the degree to which institutions' dependency on them is increasing, and even to consider introducing a statement about their appropriate usage in the "Basic Characteristics" documents. Those NCHC characterizations of honors programs and colleges already offer targets for the percentage of honors coursework that should constitute a student's undergraduate experience; it seems fitting to discuss whether language limiting the percentage of contracted work makes sense, too.

Focusing on the appropriate amount of contracted work raises a crucial larger question: who should be teaching honors students? One of the most insidious features of contracts is that they can serve as stopgaps for under-resourced programs by handing off the responsibility of instructing honors students to disciplinary departments and non-honors faculty. They also potentially allow administrators to take advantage of staffing situations in honors by exploiting faculty: contract work is typically uncompensated even though students are registering for credit hours for which they have paid tuition. Students, too, can shirk their educational responsibilities with contracts that help them to evade particularly challenging core honors courses, often in the sciences. If programs have rigorous GPA requirements tied to maintaining scholarships, students will sometimes use contracts as an end run around these punitive measures. One particular honors program for which I conducted

a review depended so heavily on contracts—primarily because of resource constraints and an underdeveloped core honors curriculum—that some faculty members saw the tool as providing a "pipeline" out of honors for students. At that same institution, contracts were so divorced from honors learning outcomes and the system of establishing a contract so lax that the registrar ended up challenging the honors equivalency credit on multiple occasions, a situation that is unfortunate for students, faculty, and administrators. Kambra Bolch reports similar problems with quality control at Texas Tech, detailing situations in which numerous students earned credit for contracted work, even though they had not completed all of the assignments or faculty had ignored obvious plagiarism (which was later caught by an administrator responsible for signing off on the contract) (51–52). Clearly, all of these examples suggest curricula gone wrong because of inadequate resources, guidelines, and oversight.

By definition, honors contracts are ad hoc arrangements, and consequently, they operate outside conventional curricular checks and balances that seek to ensure quality in a student's learning experience. Such processes map individual courses within a larger coherent curriculum, identify and align course learning goals with program- or college-wide learning outcomes, and oversee the content of courses. Contracts become problematic when programs or colleges have no specific learning outcomes that tie contract learning to larger honors learning goals. Rather than focusing on pedagogy and learning, contract forms that emphasize bookkeeping exacerbate this disconnection between contracts and curriculum. Consistent assessment of student work across scores of honors contracts is, of course, difficult, far more so than in a traditional class where student achievement is being sorted within a much larger sample size of high-achieving students. Too often with contracts, then, virtually anything goes. This inconsistency in standards raises serious questions about equity, among other issues. When standards are diffuse or unclear, the ability of students to accomplish their goals becomes harder, while the ability of faculty to assert their own (often unstated) criteria for quality becomes

easier. Another matter related to equity is the fact that some departments and disciplines are typically easier to work with in arranging contracts, which puts students majoring in programs that are more hostile toward contracts on unequal footing with their honors peers interacting with friendlier academic units.

In contrast to this contract model, NCHC's "Basic Characteristics" statements emphasize a deliberate and intentional process for moving faculty into the honors classroom: "The criteria for selection of honors faculty include exceptional teaching skills, the ability to provide intellectual leadership and mentoring for able students, and support for the mission of honors education." The arrangement for contracts, however, is too often reactionary, unintentional, and last-minute, a concession (note again the language of transaction) based on having to fall back on a pact that all parties would avoid if the more optimal opportunity of a stand-alone honors course existed. Contracts are thus all about compromise. In many cases, a faculty member from a disciplinary department being asked to contract a class for honors credit may have little awareness of the honors curriculum or the special needs of honors students. Rarely are those instructors given comprehensive guidance about how to elevate the work in their class to a level appropriate for honors. Such faculty will almost always use a disciplinary lens to both present and evaluate work, even if that lens runs counter to the orientation on which honors is founded at an institution. The disciplinary unit may even develop some hostility toward honors as a result of these arrangements, for it has most likely already been asked to offer honors sections of introductory courses and now it is being requested to devote limited faculty resources to accommodate honors again in the form of contracts. This incessant, annoying negotiation to establish curricular offerings, which other academic programs across campus take for granted, can become exhausting for honors directors and deans over time. Honors administrators are simply doing their job, but others at the institution imagine they are doing honors yet another favor.

Like faculty, students are too often left begging for a fully developed academic experience when faced with contracted honors

coursework. Contracts obviously take an independent study approach to learning, which should be reserved for juniors and seniors who have developed autonomy, sophisticated research interests, and a toolkit of skills they can draw on to work independently. Too often, however, contracts are used earlier in a student's career to satisfy general education requirements and can thus set up a student to fail, particularly if the process is not structured well, or the outcomes and expectations are not clearly established and explained. Yet the structure can become more confining than liberating. A thinker like Foucault would see the special administrative practices surrounding contracts as intentional methods of sorting, classifying, and controlling students in service of the larger institution's need to regulate activity and train students in a way that normalizes behavior. The administrative apparatus surrounding contracted work is thus akin to the examination and "*its documentary techniques*, [which] *make each individual a 'case*,'" as Foucault describes the situation. Ultimately, he argues, such practices are expressions of power upon the individual "as he may be described, judged, measured, compared with others" (191, italics in original). I wonder if regular educational pathways might provide students with more agency, freedom, and support, especially early in their career.

Other challenges for some populations of learners include the inherent biases of contract systems. For example, first-generation students and students from other traditionally underrepresented groups typically face unique obstacles advocating for themselves and seeking out learning experiences like contracts that depend on self-advocacy or a more nuanced awareness of how the intricacies of the institution operate. The social capital that emerges from networking relationships with faculty is a benefit that more privileged students may take for granted, but research has shown that while mentoring support from faculty is *especially* important for minority students (Baker 636), students from such traditionally underrepresented groups face more challenges in cultivating these crucial relationships. According to one literature review, "data suggest that first-generation, low-income, and racial/ethnic minority college students are less likely to develop such relationships"

because of a wide variety of factors including struggles with finding appropriate mentors, reluctance to seek out accommodations, underuse of faculty office hours, unwillingness to engage in "help-seeking behaviors," and even reluctance on the part of faculty to respond to requests for help from minority students (Schwartz et al. 52). All of these features stack the deck against such students when it comes to using contracts to help negotiate completion of honors requirements. As a result, programs that use contracts as a significant feature of their learning portfolios should be intentional about ensuring that students from traditionally underrepresented groups receive special mentoring around the contract opportunity and other pieces of the so-called "hidden curriculum."

Because contracts often present a fundamental threat to the distinctiveness of mission, course design, and pedagogy that define well-developed honors programs and colleges, they should be used extremely carefully, sparingly, and intentionally. Otherwise, programs and colleges put themselves in very vulnerable positions by suggesting that the honors learning experience is like a light switch that can simply be thrown on and off with a one-page form and a few signatures or that there is little difference between the nature of work done in a disciplinary department and in the honors classroom. The idea that a disciplinary class can be "converted" to honors by simply doing more work in that discipline—the most common form of contract—calls into question the uniqueness of honors itself. Bolch reports that one of the primary complaints at Texas Tech concerned the lack of distinctiveness of the work that allowed the contracted course to satisfy honors requirements: "[C]onsistent feedback from students indicated that either they perceived these extra papers negatively, as something of a nuisance or hurdle, or neutrally, as identical to writing any other paper" (51). Guzy reminds us in the context of her discussion trying to disrupt the equivalency of AP credit and honors work that "calling coursework 'honors' by simply offering more of the same—more papers, more tests, more books, more labs—is indeed a waste of time and tuition. We must challenge ourselves to teach something substantively different" (8). We should take this cautionary call to action

seriously when we think about the place of contracts in our curricula. Programs would benefit from a backward design approach when considering the use of contracts: first identify what gaps need addressing in a curriculum or what learning outcomes are desired, and then consider if there are other creative programmatic ways to achieve those goals, especially ways to employ practices that are clearly aligned with mission.

In fact, I would like to end on that optimistic, forward-looking note by emphasizing key features that should accompany a "fully developed" contract system—my nod to the language of NCHC's "Basic Characteristics of a Fully Developed Honors Program" is not coincidental. Intentionality, transparency, consistency, and alignment with mission should rule the day. Clarity around the contract process is crucial, so that all students, regardless of their background or preparation, can benefit from them; and faculty should engage in conversations about the learning outcomes associated with contracts so that expectations are clear to students and contracted work is positioned strongly as honors work, rather than as an add-on or compromise in the absence of a "real" honors class. Ideally, the administrative apparatus associated with contracts would be available online and easy to use, minimizing as much as possible the need for students to chase down faculty in search of signatures and hold extended conversations about how the non-honors course will be enhanced. Disciplinary faculty who engage in such relationships with honors students should be trained about the goals and identity of honors and provided with clear guidelines about the purpose, execution, and evaluation of contracted work; they should also be made aware of the potential pitfalls of a contract arrangement, especially those involving classroom dynamics. At its heart, honors education is an aspirational enterprise, an approach to teaching and learning that inspires and challenges students in the belief that setting high standards will allow them to have transformative experiences they would not experience in other non-honors settings. I hope that we can hold contract systems to the same standards.

NOTES

[1]The data around use of contracts collected in the NCHC's 2016 Census of U.S. Honors Programs and Colleges were shared in "Demography of Honors: The Census of U.S. Honors Programs and Colleges" (Scott, Smith, and Cognard-Black), which showed a similar use of contracts across honors institutions: 64% of honors colleges and programs indicated their presence (203).

[2]See Badenhausen, "Honors Housing: Castle or Prison?"

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Address correspondence to Richard Badenhausen at

rbadenhausen@westminstercollege.edu.