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Dear Faculty Affairs Advisory Committee,

This letter is in response to the undated letter from Dr. Searcy which I received at 4:40 pm on April 20<sup>th</sup>, 2011 (hereto referred to as Dismissal Letter). I was pleased to receive the letter and see that the college had reversed my dismissal on April 5<sup>th</sup>, 2011 which was both in violation of the due process procedures laid out in section 2.7.4 of the Louisiana College Faculty Handbook and exceeded the administrations authority by immediately severing my employment rather than proposing my dismissal and allowing for subsequent faculty protections.

The purpose of this letter is to refute the claim made by the college that I:

violated Louisiana College policy, the Faculty Handbook and [my] contract with Louisiana College for the following reasons:

1. Breach of Contract,
2. Dishonesty, and
3. Insubordination.

First, I will outline my contributions to the Louisiana College community over the last four years. Secondly, I will address the claims made in the letter authored by Dr. Searcy. Then, I will address the "reasonable particularity" provided in Attachment #1 of the Dismissal Letter in reverse order, beginning with Insubordination, Breach of Contract and finally Dishonesty. Lastly, I will address any remaining issues listed in the April 29<sup>th</sup>, 2011 letter (hereto referred to as Hearing Notification Letter) which have not been previously addressed.

## **Contributions to the Louisiana College Community**

I first came to Louisiana College in the fall of 2007 to head the Art Department. We hit the ground running in that first year and developed an ambitious vision for the Art Department. The first step was to redesign the curriculum including the addition of professional level Bachelors of

Fine Arts (BFA) degrees in both studio and visual communications. These additions made LC one of only thirteen evangelical schools in the nation to offer BFA degrees in Studio Art and one of only six evangelical schools to offer a BFA in Visual Communications or the related fields of Graphic and Web Design. As a department we also developed a travel program to expose our students to quality art in centers such as New York, Houston, Dallas and New Orleans. We have also fostered strong interdisciplinary relationships by partnering with the history department on trips to Dallas and New Orleans and we have always encouraged broad participation in our trips from across the campus. We also modernized the department's computer labs (finally obtaining legal software), added a printmaking studio, outfitted the woodshop, and met accrediting standards for digital images through the addition of the *Artstor* digital image library.

As a part of the curriculum redesign, we took seriously the College's mission to integrate faith and learning. We added a series of review and seminar courses in which students engage with the best and most recent thought on art and Christianity. These courses lead to in depth discussions and a much better understanding by the students of the issues specific to artists of faith than had been previously achieved.

As a professor, I taught the department's entire series of art history courses, the entire painting sequence, the review courses, the Fine Arts Seminar courses and occasional other courses, as needed, such as drawing and color theory. It was a pleasure to work with these students. I enjoyed helping to lead them to a deeper understanding of both their discipline and their faith. The following message sent to me by a former student on March 17<sup>th</sup> is illustrative of the contribution I have made to Louisiana College as a professor:

Hey Mr. Reynoso,

I heard about what has been happening at LC and I read your letter. I'm sorry things turned out that way. LC has lost a great teacher by letting you go. Your vision for the art department gave me hope for the school's future. In fact, when I decided to leave Pineville the only thing that made it hard to leave was the art department. I was excited about the direction the art department was taking. My leaving, however, was due to non-academic reasons.

In your painting classes I learned many valuable lessons, and not only about painting. I went into your class not knowing how to paint and not really having any goals other than passing another class. That goal eventually shifted, because of your refusal to accept mediocre work and your ability to see and call out my tendency to be lazy I was forced to actually put in real time and effort on your assignments. Instead of just passing a class, I actually learned that if I put in the time and effort I could produce a painting I was proud of.

Ever since those classes I have approached every new project with the confidence that if put in the effort I can succeed. I don't give up on things I want to do because I feel I lack the skills necessary success (sic), I know that I can learn any skill through hard work and practice. I have that confidence because I experienced it in your painting class. I've seen a lot people give up on projects and turn in mediocre work when things are difficult. Especially in things related to art where people complain about not having natural "talent." At LC I learned that "talent" is not something you are born with but something you can earn.

I'm sorry if I'm rambling on but I just wanted to tell you that even though things at LC may not have turned out how you had hoped, I am grateful that you taught there. Where ever you end up going next will be very lucky to have you.

In addition to my work in developing the department, I was one of only eight professors from the United States to be selected by the Nagel Institute for the Study of World Christianity to participate in a seminar in Indonesia which has resulted in a national (potentially international) traveling exhibition entitled *Charis*. As a part of the *Charis* exhibition, I was Louisiana College's only representative at the Council of Christian Colleges and University's International Forum on Christian Higher Education in 2010. Additionally, as part of the *Charis* Exhibit I have been featured in the two premier national Christian Arts Journals, *Image* and *CIVA SEEN*. I was twice awarded faculty development grants which helped me produce the work necessary for the 23 exhibitions across the country (eight solo exhibitions) which I have participated in while a faculty member at LC, including exhibitions in New York, Tennessee, Texas, Georgia, Kentucky, Arkansas, Oklahoma, Pennsylvania, Indiana, Michigan, Oregon, and Louisiana. Upcoming exhibitions are also to be held in Washington D.C., Iowa, California and Louisiana. Forthcoming, I am to participate in an invitational exhibition at the Alexandria Museum of Art and have a solo feature on my artwork in the upcoming *CIVA SEEN* published by the international organization Christians in the Visual Arts. I have also presented papers, lectures and participated in panels at The Pratt Institute in Brooklyn, New York, Ouachita Baptist University, Piedmont College, The University of Mary Hardin-Baylor, Carson Newman College, Asbury College and at the International Forum on Christian Higher Education in Atlanta, Georgia.

Interestingly, when I applied to the Nagel program during my first year at Louisiana College Joel Carpenter (long time Provost at Calvin College and one of the major names in Christian Higher Education), who now heads the Nagel Institute for the Study of World Christianity, made the off-hand comment that he had never before heard of Louisiana College. Still, I was chosen to attend along with professors from some of the best Christian Colleges in the nation: Wheaton College, Calvin College, Biola University, Seattle Pacific University, Asbury College and Taylor University. I was also the only professor selected from a southern school. Now three years later the

department is known across the country with both Wang-Ling Stokes and me receiving national attention.

Despite being an art professor I have also had a significant positive impact on the spiritual climate on campus. In the 2008-2009 academic year, I delivered several lectures for Spiritual Credit. Further, we sponsored a session on Star Wars where Jason Hiles, Jason Meyer, Scott Culpepper and I discussed the spiritual and philosophical influences and agenda of the famous and culturally significant six-movie series. Following the panel discussion students were allowed to watch all six movies and see the elements of our discussion played out cinematically. I view my largest contribution to be associated with the visit of Soulforce Q to our campus. In discussions with students Wednesday night after the visit and in class the next day, I realized that LC needed to somehow address the concerns of students which were brought to light by the visit. This was an excellent opportunity for the college to model a thoughtful response for the students and to deal with the students on the challenging issue of homosexuality in our society. At chapel that day, I spoke to Jason Meyer, then Dean of Chapel, and later met with Michael Travers, VPAA, and Dr. Aguiard. I pleaded for the college to hold some follow-up to Soulforce Q's visit. I was surprised that the college had planned no response. While the college ultimately chose to respond in a different way than I had suggested, without my influence there likely would have been no response leaving students to sort through these difficult issues with little spiritual guidance. One student, who is not an art major, when writing about her lower division courses heaped high praise and a stinging indictment when she wrote, "Aside from my religion courses, and Mr. Reynoso's class, I do not feel that I was taught from a Christian-worldview." (Exhibit #21)

In all, I have worked hard for the good of Louisiana College and its students. I take very seriously the call of a Christian educator and have always sought to behave with honesty, transparency, and integrity. Even when my actions or words have been critical they have been so for the purpose of glorifying our God and seeking to be an agent for the good of Louisiana College.

## **Dismissal Letter**

### Issue #1

*Although we believe that we informed you "with reasonable particularity" why (sic) you violated the terms of your contract, this letter is in response to Attorney Sooter's request for further clarity.*

It was not the intent of my lawyer to simply heap unneeded work upon Louisiana College officials. The letter dated April 5<sup>th</sup> (Exhibit #10) was sent to inform me of my immediate dismissal. However, the Louisiana College Faculty Handbook (section 2.7.4) requires that "the faculty member shall be informed of the **proposed** dismissal in a letter from the Vice President for Academic Affairs stating the cause for dismissal with **reasonable particularity.**" (emphasis added) The letter sent from the Vice President for Academic Affairs on the 5<sup>th</sup> of April was

neither for a “proposed dismissal” nor was it stated with “reasonable particularity.” Presumably, the reason for such mandates within the Faculty Handbook is to ensure that faculty members have the opportunity to defend themselves from charges which they believe are unfair or incorrect. Without reasonable particularity being clearly stated, in writing, it is impossible for faculty members to know what specific charges are being leveled against them. It was simply Mr. Sooter’s and my desire for Louisiana College to follow its own published and contractual policies.

## Issue #2

*According to the contract with Louisiana College that you signed on May 3, 2010, you agreed that you would not engage in behavior that would damage the college. The contract specifically addressed that you would not engage in behavior on any public blog sites (sic) that damage the college. On March 18, 2011, you admitted that you had disseminated a letter to over 250 individuals, pastors, the Southern Baptist Convention, and other members of the community. As you acknowledged, this letter was posted on several public websites.*

The Contract in question was issued by Louisiana College on May 3, 2010 and signed by me on May 17, 2010 (Exhibit #3). The clause referenced above reads:

This contract is issued with the stipulation that Mr. Reynoso will not continue to engage in behaviors such as was (sic) discussed in the President’s Office regarding remarks made on public blog sites damaging to the college and resisting having to remove a nude painting of a woman and replacing it with a note saying that the painting was removed by Dr. Joe Aguillard.

It is true that I have a unique clause in my contract which prevents me from posting negative comments about the College on public blog sites. Specifically, it references “behaviors such as was (sic) discussed in the President’s Office.” Those specific behaviors related to postings on the message board SaveOurLC. I first began posting on SaveOurLC shortly before my first contract with LC began. Someone on the message board had posted that another faculty member and I were losers. I posted on the message board to defend myself giving a link to my website and saying it was fine if they wanted to call me a loser but they should at least know who I am. From that point on, I stayed active on the boards defending the college. One such thread is still available on the archives at saveourlc.org. In this particular thread I spent from November 2007 until May 2008 defending the qualifications of the faculty at LC and the College in general.<sup>1</sup> For over a year and a half I was a regular defender of the College and the President. In at least one thread I remember explicitly defending the President and his Christian character. Despite defending the college for over a year and a half on SaveOurLC, the President took issue with some comments I made on the message board. Those particular comments were not meant to be damaging to the college but to admit that the promotion of a specific event did not seem

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<sup>1</sup> <http://saveourlouisianacollege.wordpress.com/save-our-lc-forum-archives/lbcdebtforlc/>

appropriate. But, at the same time I asserted that it was my hope that it was not Louisiana College's intent to be inappropriate. Since that meeting with Dr. Aguillard and receiving the contract I have not engaged in posting on SaveOurLC anything that can even be construed as damaging to the college. Despite the fact that SaveOurLC was at that time a Proboards message board and not a blog I strove to follow Dr. Aguillard's intent and refrained from engaging in any dialogue.

After my "Letter of Concern" (Exhibit #1) was disseminated on March 16<sup>th</sup>, two local blogs cenlamar.com and wesawthat.com posted copies of my letter. In neither case did I send the letter to them. Nor, did I give explicit consent to either blogger. While cenlamar.com mentions that he did get permission, the closest thing to permission I ever gave was acknowledging that "I have no control over where it goes." In fact, on March 17<sup>th</sup> I sent e-mails to both cenlamar.com and wesawthat.com which included the following text:

I would like for the post do (sic) taken down if you don't mind. Please include the following on your blog:

"Thank you for your support during this difficult time. I appreciate your efforts to help. However, I think this is a matter which is appropriate to handle within the church not the broader public. It was always my intention for this to be handled within the community of Louisiana Baptists, not in the public arena."

However, both bloggers chose to keep the letter public. It must be understood that in neither case did I pursue to have my letter published on blog sites. It has been my desire for these serious issues to be handled within the community of Louisiana Baptists. Even when I was contacted by Billy Gunn of the Town Talk who wanted to run an article, I refused to speak to him stating that this was a church issue. I took the same approach when contacted by the Baptist Message.

On March 18<sup>th</sup>, 2011 when I was deposed by the college administration in the presence of their lawyer without benefit of my own counsel, it is not true that I said I sent out my Letter of Concern to more than 250 people. The recording of the March 18<sup>th</sup> meeting (Exhibit 34, time stamp 53:00-53:45) clearly demonstrates that I did not know the exact number of recipients of my letter. When further pressed, I responded to Dr. Aguillard's assertion that it was between 100 and 500 recipients by saying, "That would be my guess." Further, I never stated that I had sent the letter to the Southern Baptist Convention and to my knowledge I did not send it to any employee of the national convention.

Issue #3

*This letter included statements that were untrue, adverse, disparaging and damaging to Louisiana College. When requested to immediately report to the office of the President on the day the letter was disseminated, you failed to comply with Dr. Aguillard's request.*

As I stated at the end of my interview with Dr. Aguiard (which I refer to as a deposition because I was treated in a hostile manner) on March 18<sup>th</sup>, "I am not convinced that anything is non-factual at this point. I stand by the fact that I wrote this with an attempt to be completely honest and transparent." (Exhibit #34, time stamp 1:05:45) I will certainly retract any statement which is demonstrated to be false. It is not my desire to in any way spread false statements. The entire purpose of my Letter of Concern was to illuminate truth.

It is true that I was not able to immediately comply with the President's sudden request to come to his office on the afternoon of March 16<sup>th</sup>. As I stated in my e-mail response to him on March 16<sup>th</sup> at 5:45 pm:

Yes, I did receive your message. I was on my way out when I got your message. I had kids (sic) activities tonight. I have only been home a short while and was planning on sending you an e-mail when I saw this one. I will be in tomorrow (sic). I have to set up for the gallery opening (sic) which will take a couple of hours, chapel is at 11:00 and I have class from 12:40 until 4:40, then the opening is at 5:30 - 7:00. I can make it either between 9:00 am and 11:00 am or after chapel and before my class. (Exhibit #24)

I had activities with my family that afternoon and evening among which were picking up my children from school as had been previously arranged with my wife. Indeed, I was on my way out the door when Dr. Aguiard was trying to contact me. This was not an act of insubordination. I did not refuse to "follow proper instructions" by refusing to meet with Dr. Aguiard. I simply met my familial obligations and sought to meet with Aguiard the next day when appropriate.

Issue #4

*When the President, Dr. Guilbert and I met with you on March 18, 2011, concerning statements in the "Letter of Concern" you admitted that a number of the statements in the letter were either not completely true or based upon hearsay information.*

In my "deposition" on March 18<sup>th</sup> where my pastor Bart Walker and LC's lawyer Bonita Preuett-Armour were also in attendance I did not admit that any portion of my letter was not true as previously pointed out. I ended the meeting with an affirmation that I was still convinced of the accuracy of my Letter of Concern and that it was written in an attempt at complete honesty. If I have failed and anything can be proven to me to be untrue I will retract that statement. Webster's dictionary defines hearsay as, "unofficial information gained or acquired from another and not part of one's direct knowledge." Something being hearsay does not make something true or untrue. It is completely appropriate for both public and private discourse. In an effort to be transparently honest I wanted to be clear that I was reporting what I heard. Hearsay may be true or untrue.

## Issue #5

*In accordance with the handbook, you had seven days from receipt of our original letter to request a hearing before the Faculty Affairs Advisory Committee. We have received no request for hearing.*

On April 13<sup>th</sup>, my lawyer, Vic Sooter, responded to the April 5<sup>th</sup> letter which I received via certified mail on April 7<sup>th</sup> (Exhibit #11). Mr. Sooter ended the third paragraph of the letter by stating, "We demand that a letter issue immediately in compliance with the Faculty Handbook so that the notice requirements for due process are met and our client's appeal rights, **which are asserted herein**, can be protected." (emphasis added) It was clearly stated by Mr. Sooter that I was asserting my right to appeal.

## Issue #6

*We have confirmed that the insurance is in effect at this time.*

It is greatly appreciated that the college reinstated my insurance after cancelling it on April 6<sup>th</sup> (Exhibit #12). According GuideStone, my insurance was cancelled on April 6<sup>th</sup> and reinstated on April 22<sup>nd</sup> (two days after the Dismissal Letter). Thankfully, the college was able to have GuideStone retroactively cover the time I was uninsured.

## **Insubordination**

### Issue #1

*Refusal to meet with the President after being instructed to on March 18, and March 24, 2011*

As Dr. Searcy previously noted in the Dismissal Letter and I affirmed earlier in this letter, I did in fact meet with Joe Aguillard, Tim Searcy, Fred Guilbert, Bart Walker, and Bonita Preuett-Armour on March 18<sup>th</sup> when I was deposed without the benefit of counsel.

On March 24<sup>th</sup> I followed the advice of my lawyer and requested that the administration simply send me what they wanted me to sign so that I could review it with him. The administration refused this and insisted that I come in to the President's office. I informed the President that I would have to check with my lawyers and that I would get back to him either that afternoon or in the morning. At 9:30 am in the morning I received, via an LC security officer, a letter from the Office of the President (Exhibit #5) where I was instructed to "call my office immediately to make an appointment today or by your refusal to meet with the President, you will be in further insubordination and will also be agreeing to forfeit your remaining salary and benefits for the term of your contract." It should be noted that such immediate forfeiture is a violation of the dismissal procedures in section 2.7.4 of the Faculty Handbook. Subsequent to this letter Mr.

Sooter contacted Bonita Preuett-Armour and procured for me the contract they wanted me to sign (Exhibit #6) and stated in an e-mail to her, without contradiction, that "I understand that no meeting is required as set forth in the forwarded to me." (Exhibit #7)

It seems beyond unreasonable that I should not be allowed to follow the legal advice of my lawyer. I did not refuse a "proper instruction," which is the standard established in the Faculty Handbook. I worked to amicably resolve a disagreement regarding instructions which would require me to violate the advice of my legal counsel.

Issue #2

*Refusal to supply information regarding individuals and groups in receipt of letter dated March 7, 2011.*

When Dr. Aguilard requested the list of people who received my Letter of Concern I gave him the names of recipient groups whose contact information I knew to be public record. Beyond that I felt uncomfortable passing over private e-mail addresses without permission. When I consulted with my father (former California State Supreme Court Justice and law professor), he assured me that such a request was not a "proper instruction" and that the college, in fact, had no right to the addresses of recipients of my private communication. An instruction such as this which does not fall "properly within the scope of employment" does not meet the Faculty Handbook guidelines for Insubordination. (Faculty Handbook Section 2.7.4) Thus the charge is without merit.

## **Breach of Contract**

Issue #1

*Per the contract of August 16, 2010-May, 2011, Mr. Reynoso was instructed-*

- a) *"Mr. Reynoso will not continue to engage in behavior such as was discussed in the President's office regarding remarks made on public blog sites damaging to the college, and..."*

As explained above, the behavior which was discussed in the President's office related specifically to comments which were made on the SaveOurLC bulletin board, not a blog site. However, in an attempt to honor the intent of the President I made no public comments about LC on websites. My Letter of Concern has now been posted on some local blogs. Despite my request that the material be removed, it remains. But, it must be clearly stated that these are not remarks which I made on a "public blog site." These communications were made in a way not prohibited by this wording in my contract and remained published against my will.

## Issue #2

*Per the contract of August 16, 2010-May, 2011, Mr. Reynoso was instructed-*

*b) "and resisting having to remove a nude painting of a woman and replacing it with a note saying that the painting was removed by Dr. Aguillard."*

No such activities took place during the 2010-2011 contract. While I disagree with how the events are characterized within my contract, the events in question took place during the previous contract (2009-2010) and nothing similar to them has been repeated in this current contract. There is absolutely no breach of this portion of my contract. Additionally, as I explained in my letter dated May 17, 2010 which I turned into the Academic Affairs Office to be a part of my personnel file:

It is general practice within the artistic community to not simply leave unexplained holes in the gallery wall. When a piece is removed from a gallery or museum, either as a loan to another institution or for other extenuating circumstances, there is always an explanatory label on the wall. Therefore, I felt the hole generated by the removal of the painting needed to be replaced with an explanatory note. The note read simply, "As per request of Dr. Aguillard this piece has been removed from the Student Juried Exhibition." (Exhibit #4)

This incident took place neither during this contract nor was it as described.

## **Dishonesty**

### Issue #1

*You were issued a contract with wording regarding the inappropriateness of how he (sic) handled teaching of nude paintings to our students and damaging information being posted on public (sic) accessible sites.*

There was no language in my contract (Exhibit #3) referencing the "teaching of nude paintings." The contract only referenced "resisting having to remove" and "replacing it with a note."

### Issue #2

*You asked to have an attachment added to amend the contract.*

My letter of explanation was turned into the Academic Affairs office on May 17<sup>th</sup> (Exhibit #4) with the permission of Dr. Travers to add it to my personnel file. It was never the intent to have this letter serve as an amendment to my contract. Dr. Aguillard called me to his office a month later on June 17<sup>th</sup> and opened the meeting by saying, "I need to know what you intend the purpose of the letter to be." To which I responded, "Just to be in the record." (Exhibit #31, time

stamp 4:57) Less than a minute later I reiterated, "It is not an addendum to the contract, obviously." (Exhibit #31, time stamp 5:53) Later I stated, "I don't want it to be an addendum to the contract." (Exhibit #31, time stamp 6:37) At the end of the meeting I for a final time said, "Definitely not as an addendum, obviously. But, I would have preferred for it to be in the personnel file." (Exhibit #31, time stamp 8:48) It was clearly stated that it was not my intent for the letter to amend the contract but only to serve as an explanatory note.

### Issue #3

*The President refused but said he would maintain a copy of the proposed amendment to the contract in the President's office.*

The President never refused to make the letter an amendment. When I said, "My hope was for it to be a part of the official file." He responded, "Well, the only way you can do that is to ask that this be an addendum to the contract. Then I'll have to send that to Bonita Armour. To tell me if that's... The only way you can have an addendum is for the college to agree to it." (Exhibit #31, time stamp 6:17) He never refused to amend the contract. He only stated that he would need to contact his attorney which was a moot point because I clearly stated multiple times that I did not wish for the letter to amend the contract. What Dr. Aguillard did refuse was to allow the letter to be a part of my personnel file. When I stated that "It doesn't seem out of line for an explanatory note to be [in the personnel file]." (Exhibit #31, time stamp 6:37) The President retrieved a computer printout of section 2.3.3.1 of the Faculty Handbook which lays out the governing rules for the Personnel File. Dr. Aguillard then explained that, "This is what goes in the Personnel File, which doesn't fit any of those categories. But I will nonetheless keep it in an official file, but it won't be in your Personnel File." (Exhibit #31, time stamp 7:06) Shortly later after reading the print out I asked, "So the **only** things that can go in there is..." (emphasis added) to which he interjected "Your accomplishments- Academic and Professional." (Exhibit #31, time stamp 7:45) However, when I later reviewed the 2008 Faculty Handbook which was, and still is, the binding copy upon the faculty, I noticed that the Faculty Handbook stated, "The individual personnel file will include, **but is not limited to**, the following:" (emphasis added) (Faculty Handbook Section 2.3.3.1)

### Issue #4

*The response prepared by Mr. Reynoso, does not honestly reflect the meetings with the President and Vice President regarding his behavior on publicly accessible technology sites. It does not reflect the accuracy of the events involving the teaching of, selection for public display, and subsequent removal of the totally nude painting. This document reflects dishonesty as defined in the Faculty Handbook.*

I can only say that I did then and do now consider what I wrote to be an accurate reflection of the events. (Exhibit #4) The Faculty Handbook defines dishonesty as:

An action evidenced by lying, cheating, deceiving, or defrauding behavior by an individual to another individual or entity.

Cheating and defrauding would seem to clearly not be applicable in this situation. To further understand this policy it is helpful to consult Merriam-Webster which defines the terms as follows:

Dishonesty: Lack of honesty; a disposition to lie, cheat, or steal

Lie: A false statement made with the deliberate attempt to deceive; an intentional untruth

Deceive: to mislead by false appearance or statement

It seems clear by context that intent is required. I have never sought to intentionally mislead through false statements. And while I believe these statements still to be true, I would in fact not have been dishonest by simply being wrong. To hold this policy to such an interpretation would, as previously demonstrated, have ramifications not just with my employment, but with the employment of those at the highest levels of Louisiana College's administration. Dishonesty is more than simply being wrong it entails an intention to make a "deliberate attempt to deceive" with an "intentional untruth."

There would be no benefit for me to intentionally mislead in a document that was never meant to be binding but rather only explanatory in nature. Further, if the administration viewed this document which was turned in on May 17, 2010 to be dishonest why was it never mentioned in my meeting with Dr. Aguillard on June 17, 2010? (Exhibit #31) The administration never mentioned this document as dishonest until Attachment #1 of the April 20, 2011 Dismissal Letter. It would seem that such a charge would have been levied in the previous eleven months since the letter was submitted for inclusion in my personnel file and not just twenty-four days prior to the conclusion of my current contract.

Issue #5

*Mr. Reynoso addressed a letter dated March 7, 2011 to "Dear Louisiana Baptists:"  
The letter went to non-Louisiana Baptists as well as Louisiana Baptists.*

The vast majority of recipients of the Letter of Concern were Louisiana Baptists, I would estimate in the neighborhood of 99%. For those who were not Louisiana Baptists I was either not aware that they were not Louisiana Baptists anymore or in a couple of cases I sent it to individuals who have had long relationships with Louisiana College and Louisiana Baptists. Invariably, an open letter will be read by those who are not its primary target. Failing to list every potential recipient of the letter in the salutation in no reasonable way constitutes a "deliberate attempt to deceive" with an "intentional untruth."

Issue #6

*The letter dishonestly used the property of the College as part of the letterhead:  
Louisiana College- Department of Art  
1140 College Dr., Box 561  
Pineville, LA. (sic) 71359  
(318) 487-7435 – Office  
[Reynoso@lacollege.edu](mailto:Reynoso@lacollege.edu) (sic)*

It stretches the imagination to see how the inclusion of my work contact information along with my home contact information on a header that is clearly for a personal letter is dishonest. (Exhibit #1) At the time of the letter I worked for Louisiana College, as I currently still do, and had not been banned from campus. To claim that this is my contact information cannot conceivably be dishonest. Additionally, with my name as the largest component of the header at thirty-six point type face while the contact information is only nine points clearly communicates to any reasonable person that this is personal communication. I neither used the school's letter head nor the schools e-mail system to send the letter. Again, these are clear indicators that this was personal communication written from my perspective and not dishonest.

Issue #7

*Elements of the letter are dishonest. For example,  
a) "There is a spirit of fear among the faculty and students which is totally  
inconsistent with our God who does not give a spirit of fear."*

This is one of the most prevalent yet difficult to prove characteristics of the campus. I can personally attest to both feeling fear for my job if I at any point disagree with the administration and can testify that I have had discussions with both faculty and students who feel the same way. However, due to the wide spread fear it can be very difficult to convince people to come forward. After my Letter of Concern was sent out on March 16<sup>th</sup> I received communication from many professors with statements such as, "This is very well written, passionate, and measured. I hope you receive a great deal of positive feedback, and I'm praying for God to give you strength to face whatever repercussions this might bring." Another faculty member wrote, "Wow. Well written and responsibly and fairly put." One faculty member called me that evening to thank me for writing the letter. But the phone call ended with, "We never had this conversation." Ironically, this faculty member also commented about how there was nothing in the letter which the administration could say was untrue. In my attempt to collect witnesses, I found quite a few faculty members who agree with the letter but fear for their jobs. The difficulty is that the proof of the fear is the silence of these same faculty members now.

Given the content of my meeting with Dr. Aguillard, Dr. Searcy, Dr. Guilbert and Pastor Bart Walker on March 17<sup>th</sup> the fear referenced by faculty members is understandable. When I mentioned to Dr. Aguillard, "Faculty are afraid to say anything because they are afraid they will lose their jobs." He responded, "Well, you know what? They can go somewhere else." (Exhibit

#33, time stamp 22:38) With such a response lacking in both grace and compassion it is understandable that faculty feel their concerns will not be heard without reprisal.

The same holds true for students. One student wrote to me, "I would love nothing more than to see justice prevail but the thing is Dr. Aguillard has his thumb on our heads here." This same student continued on, "most of us are up for defending you and testifying on your behalf, but the problem is what'll happen to us when everything is said and done? Will the school hold anything against us because we support your ideas, and your rights? To me it's the right thing to do, but at what cost are we willing to jeopardize our own futures?" (Exhibit #19, portions redacted to retain anonymity) In a second message this student wrote, "that makes us all nervous about attempting to testify, but if there was no threat to the students then fine, but in the mean time who's gonna protect the students. (sic) I'm sure your lawyer can't protect us all. What you need to seek is protection for us too before we can testify on your behalf. This is like going up against the mob." (Exhibit #22, portions redacted to retain anonymity)

A second student wrote, "I would love to help you, but I share the same hesitation I know nearly everyone will: what's my safety net? What will happen to the students who testify? Expulsion, especially right before finals, is a terrifying idea to stomach.... I simply can't risk it, and I know the school is infamous for intolerance. I hate myself for it, but I just can't." (Exhibit #23, portions redacted to retain anonymity)

██████████ a recent graduate wrote me saying, "Can I testify to a spirit of fear? For myself yes.... I was afraid to confide in any official when I needed help at all, in fear of being not only thrown out of the dorm temporarily or permanently, but of being barred from continuing to work towards my degree, which ended up happening to another student." (Exhibit #20)

The few who will speak publicly along with those who will only speak under the cover of anonymity confirm the wide spread spirit on campus. Not all are fearful. But, the numbers who are afraid is staggering.

Issue #8

*Elements of the letter are dishonest. For example,*

b) *"...we then have the moral responsibility to provide writing centers and effective helps to such students [ students with disabilities], which is something we do not currently provide in an effective way."*

In context, it is clear that I was not referring to students with disabilities but students who are "under prepared" for college. This portion of my Letter of Concern reads:

While this is not what I was told LC was seeking to become, I understand the benefit of extending the college opportunity to **students who are under prepared**. But if that is to be the college's focus, we then have the moral responsibility to provide writing centers and effective helps to such students,

which is something we do not currently provide in an effective way. (Emphasis added) (Exhibit #1)

I affirm, as is indicated in my original writing, that it is my opinion that we do not offer appropriate effective helps to under prepared students. According to the school website, PASS serves students with documented learning and physical disabilities. However, I am not alone in my opinion. [REDACTED] echoed my concerns in her letter to me:

If by tutoring and writing center, you mean the PASS office, no I don't believe it's effective. As far as I and probably most other students know, it's generally a place where most of the students with disabilities go to take tests or to seek help in completing assignments, etc. I was never made aware that I could seek help through this office, which I probably could have used. If you meant something else, I was never aware it existed. (Exhibit #20)

I fully understand that some people will not share my analysis of the situation but such a qualitative stance is always rooted in at least some opinion. It is fair for the administration to disagree with my analysis and even assert that I am wrong but to claim this is a "deliberate attempt to deceive" with an "intentional untruth" is without justification. The standard for honesty cannot be the administration's approval. Such a stance would seem in violation of the Academic Freedom policy which asserts "Faculty and students have the right to pursue truth without undue pressure or influence from others within or without the college." (Faculty Handbook section 2.9.1)

Issue #9

*Elements of the letter are dishonest. For example,*  
c) *"Sadly, the lack of academic rigor is being noticed by the student body."*

In my Letter of Concern I reference in the paragraph preceding this quote statistics in the U.S. News & World Report. These statistics are very telling. LC was ranked 19<sup>th</sup> in the region in 2002, 30<sup>th</sup> in 2007, and 49<sup>th</sup> in 2011. In 2007, the middle 50% on the ACT was reported as 20-26 (this statistic was mistakenly stated to be 19-26 in my Letter of Concern). The last properly reported numbers in 2010 were 17-24. All this objectively points to a deteriorating academic environment. Certainly, not all students see the overall academic environment as deteriorating and there are differences across the campus. But, as I pointed out in the Letter of Concern:

I have had students in other departments complain to me that they desire to go to graduate school yet feel they are not learning adequately. Regularly, the students discuss courses which are so easy that they feel they are not getting the education for which they are paying. One student told me of a course where the class only covered three of ten chapters in the syllabus.

██████████ concurs in her statement to the Committee (Exhibit #21). Where she wrote that lower division courses were “embarrassingly sub-par to what I expected from Louisiana College.” She writes that for some courses she would “often leave classes red with anger because of how much money I just spent in that classroom, yet had not learned a single thing.”

These claims by the students can be argued and one is certainly entitled to reach a different conclusion than I have reached. But to say my conclusions are incorrect is a far cry from declaring that I am morally culpable for a “deliberate attempt to deceive” with an “intentional untruth.”

#### Issue #10

*Elements of the letter are dishonest. For example,*

- d) *“Faculty members who [who is not in the original letter] have complained about being pressured to lower the standards of their courses and fearing repercussion of giving poor grades to students who are not able to handle the course content.”*

I certainly have heard faculty members complain about both of these issues. Understandably, the validity of the complaints can be argued. Based upon my experience, I believe the complaints to be rooted in truth. However, my statement that faculty members have made such complaints stands as true whether or not the complaints themselves are valid or are received as valid by the administration. Once more, the statement was not a “deliberate attempt to deceive” with an “intentional untruth.”

#### Issue #11

*Elements of the letter are dishonest. For example,*

- e) *“Some [faculty] have even received pressure from administration officials to change grades.”*

This sentence stands in the middle of a paragraph where I am relating the things which I have been told or heard. As such, the context clearly indicates that this is based upon information which has been given to me. I personally have not received any pressure to change grades. At the time I wrote the Letter of Concern two faculty members had told me about receiving pressure from a cabinet level administrator. Since the writing of the letter, another faculty member has told me of pressure received. The administrator certainly may argue that no pressure was applied, however in all three cases the faculty member felt pressured. My statement is based on the reports I have received from faculty members and was not presented with the intent to deceive.

#### Issue #12

*Elements of the letter are dishonest. For example,*

- f) *"I have additionally been told of faculty members who routinely have taken classes to sing Karaoke."*

There has been some confusion in the many reports I have received about the Karaoke incidents. By most accounts it was more than one faculty member and by at least one account it was only a single faculty member. If I were to release the identities, which I will not, the confusion could easily be cleared up. Regardless, this paragraph was written in a way to intentionally be more general to protect and obfuscate identities. The truth of the statement is not compromised by the stylistic approach in making the statement.

In fairness, it should be noted that one of the professors allegedly involved sent me an e-mail explaining that only five times over five years had this faculty member's classes gone to sing Karaoke. I hope this is true and will take the faculty members word for it. I do not think that five trips in five years constitutes "routinely" as I had been informed. Nonetheless, this does not change the honesty of my statement which was that I had been **told** that classes were routinely taken to sing Karaoke.

In contrast however, [REDACTED] wrote (Exhibit #41) that when she took this course that the professor took the "class to Coffee Connection at least twice a week during the whole semester. We had even sung Karaoke approximately three times, without reason other than to avoid class work." She later wrote that she felt she had "wasted almost \$1000 dollars (sic) on this class."

#### Issue #13

*Elements of the letter are dishonest. For example,*

- g) *"...and of others who change athlete's grades simply because they are athletes."*

As before, this is what I had been told from a reliable source. I believe the statement to be true. Yet, even if no faculty member ever changed grades simply because a student is an athlete that does not affect the honesty of my statement. I was indeed told this was true and as such my stating that I was told this is also a true statement.

#### Issue #14

*Elements of the letter are dishonest. For example,*

- h) *"They [students] see the lack of quality and the prevailing dishonesty as an indictment of Christ."*

I have witnessed innumerable discussions about this issue. I know that not all students at LC feel this way. But, that does not change what I have witnessed. For years I defended LC against accusations of dishonesty and hypocrisy. Many, many students have expressed excessive frustration and disappointment in this institution both academically and spiritually. I think of one student who I taught as a freshman. This student came to LC solely for the spiritual environment. Recently, when I spoke with this student I learned that the student is trying to transfer to a

secular school because the student is exasperated with the spiritual environment on campus. Again, I know there are students who do not feel this way and I am thankful for those who are experiencing a nurturing spiritual environment. However, that is not the experience of many. My statement speaks to those students. I was told by one student that they never questioned their faith until coming to LC. I often hear students express that they want to be anything but Baptist. As a Baptist, that hurts me. Some are able to separate the failings they see in institutions and people while others struggle with such things. In fact, one faculty member told me that they have never felt so hurt by the Church than they have here. Sadly, this has been my personal experience as well.

This statement was not a "deliberate attempt to deceive" with an "intentional untruth." Rather, it was an attempt to share the truth of LC as I see it. Others may disagree with me. But, that cannot be the standard for defining dishonesty.

Issue #15

*Elements of the letter are dishonest. For example,*

- i) *"This termination did not transpire because I violated any published tenant of the College or behaved in any way inconsistent with the Christian faith, or Baptist tradition, but rather because my pursuit for truth was seen to be at odds with the administration."*

In context this statement is clearly a restatement of my deduction earlier in the paragraph where I stated:

On February 14<sup>th</sup>, I was notified that I will not be receiving a contract next academic year. The only reasons given in the meeting for my termination were that "I want you and your family to be happy and I don't think that is going to be here" and it had been heard that "you might be looking [for other employment] anyway." I was further told in the meeting that "I know you are a professional and that you are also a Christian." Given the disjunction between my termination, the stated reasons, and the following compliments to my professionalism and faith, I can only assume that my efforts to confront dishonesty and push for morally transparent behavior were viewed as disloyal and resulted in my termination. (Exhibit #1) (Exhibit #32, time stamp 5:11 and 7:24)

This is clearly my deduction and not what was explicitly stated by the administration. As such, it is not dishonest. At the time and to this moment, I truly believe that this was the reason I did not have my contract renewed. The administration is free to argue that my contract was not renewed for other reasons but my restatement of my deduction is clearly not an "intentional untruth."

Issue #16

*Elements of the letter are dishonest. For example,*

- j) *"I have not...had sexual relations with students as were the case(s) with recent firings and resignations. Yet, those sins were rewarded with six months of compensations past their end of employment."*

First, let me affirm that it is absolutely true that I have not had any sexual relationships with any students. Second, let me quote this section without the ellipses for context. I wrote:

I have not stolen private documents from the college nor had sexual relationships with students as were the cases with recent firings and resignations. Yet, those sins were rewarded with six months of compensation past their end of employment.

This is exactly my understanding of how events transpired. As always, I will retract any statements which can be proven to me to be false. It is not my intent to propagate any falsehoods. The statement which I wrote accurately fits my understanding after first hand discussions with involved parties, friends of involved parties, and others with a reasonable expectation to know. However, since this statement is in line with what I believe to be the truth it does not meet reasonable criteria for dishonesty. If I was wrong in this statement, I apologize and will retract the portions which are wrong. Wrongness, however, cannot reasonably be equated with dishonesty.

Issue #17

*Mr. Reynoso sent out an email to those who had already received his letter dated March 7, 2011 in which he stated "On the advice of my lawyer, I am notifying those to whom I sent my letter of concern about Louisiana College that the letter has resulted in my immediate dismissal from Louisiana College..." Before witnesses Dr. Tim Seacry, Dr. Fred Guilbert, President Aguillard and attorney Bonita Armour, all affirmed that Mr. Reynoso had never been dismissed from the College and that the email was dishonest in its content." (sic)*

The full body of the e-mail read:

On the advice of my lawyer, I am notifying those to whom I sent my letter of concern about Louisiana College that the letter has resulted in my immediate dismissal from Louisiana College and that I am banned from the campus. For those of you who have sent notes of prayer and concern I thank you. It is my hope that this situation can stay within the body of Louisiana Baptists as I believe it is appropriate for such issue (sic) to be handled within the church. (Exhibit #2)

I was quite relieved when I was told on March 18<sup>th</sup> that I had in fact not been immediately dismissed. At the same time, I was discouraged to hear a misunderstanding characterized as

dishonesty. I was apparently incorrect, though not without reason. During the meeting with Dr. Aguillard, Dr. Searcy and Bart Walker on the 17<sup>th</sup> Dr. Aguillard said, "We are moving forward with the parameters of your contract. You are not to be on campus- at all. You are banned from campus." (Exhibit #33, time stamp 11:08)

Toward the end of the meeting Dr. Aguillard said, "I'll call you this evening if the documents are ready. If they're not ready, they will be in the morning. It depends on our attorney." I asked, "Okay, how will the pay for the rest of my contract work?" To which Dr. Aguillard responded, "You'll receive that information." And I said, "It'll be in that [the paperwork]? Okay." (Exhibit #33, time stamp 38:14)

Coupling these exchanges with the fact that I was banned from campus (there are no Faculty Handbook provisions for banning employees from campus), my e-mail account had been eradicated, and there was a 24-hour guard on my office door despite the fact that my locks had been changed while my possessions were still inside. I thought the clear message both explicitly and implicitly was that I was dismissed. It was true as they pointed out in the March 18<sup>th</sup> deposition that they had never used the word dismissed. However, even when I received a clear dismissal letter written on April 5<sup>th</sup> the administration did not use the term dismissed, (Exhibit #10) nor did they on the first offered contract (Exhibit #6), the second offered contract (Exhibit #9) nor on the Dismissal Letter. (Exhibit #14) In reference to the dismissal, I clearly stated on March 18<sup>th</sup> that, "That was my understanding when I left the meeting yesterday." (Exhibit #34, time stamp 51:09) Again, I am glad that I was wrong even if my understanding was reasonable. But wrongness does not equate with dishonesty. It was my sincere understanding that I had been dismissed and my statement was honest and consistent with what I believed at the time.

## **Hearing Notification Letter**

Issue #1

*not following the chain of command;*

The Faculty Handbook reads in section 1.2.3:

Students, faculty, and staff communicate through the President to the Board of Trustees; the Board communicates to students, faculty, and staff through the President. In all of its activities, the authority of the Board of Trustees rests in the Board as a whole and not in its individual members.

The clear thrust of this provision is about the corporate body of the Board and the corporate body of the Faculty. For example, it should not be properly inferred that if an individual Board member goes to church with an individual faculty member they are no longer allowed to speak nor that if a Board member is related to a Faculty member that they should not be allowed to speak. My Letter of Concern was sent to Louisiana Baptists and those affiliated with the College

as individuals. It was an open letter sent to both those in high position and those in low position and those with no position. It was not an official communication from the Faculty or a faculty member to the Board corporate. It was a private communication from me to Louisiana Baptists.

Additionally even if it were an official communication specifically to the Board as an entity, I do not believe that would be improper. There is currently no mechanism of redress if the Faculty or an individual faculty member believes there to be an issue within the Presidency. As section 1.2.3 indicates the President alone communicates to the Board. It is true that we have a committee structure at Louisiana College but in every case as pointed out in section 2.9.3 Procedure for Other Complaints or Grievances, "The President shall decide the appeal within ten (10) days, and the President's decision shall be final." The thesis of my Letter of Concern included the point that there are issues within the highest levels of administration at Louisiana College. It is unreasonable to expect a complaint about the President and the direction in which he is leading the institution to be channeled through the President and only reach the Board upon his approval. Hyperbolically, if one had proof that the President were engaging in illicit sexual activity it would not be reasonable to be required to take that evidence to the President to see if he would allow it to be presented to the Board.

With that in mind I believe that my Letter of Concern is not discordant with the Faculty Handbook either as an open letter from an individual to other individuals or even if it were an official Letter from a faculty member to the corporate Board of Louisiana College, which it was not.

Issue #2

### *Nude Paintings*

When I interviewed at Louisiana College, I had another employment offer in hand from another Christian college near my home. Having employment secured, I wanted to see if Louisiana College would be a better fit for me. With that in mind, I explained in my interview with Dr. Aguillard that I would like to bring nude figure drawing to Louisiana College. I explained that there would be three strict rules governing those classes: 1) The classes would only be available to art majors, 2) The classes would only be open to upper division students, and 3) No models would come from the Louisiana College community. I pulled these three points from Gordon College, another Christian college with a strong art program. Dr. Aguillard did not affirm that this would happen but he also did not blankly tell me that it would not, as is evidenced by my accepting LC's offer of employment. Also, my interview lecture included several nude images. (Exhibit #35) This lecture entitled, "What is Art? What is Christian Art?" is one that I have given at several Christian colleges across the country and have given at LC and which has always been well received.

An integral part of art historical education is the history of the figure, often nude, that extends from pre-history through, Greek, Roman, Christian, Modern, and Contemporary art. These images have been and should have been studied in every art history class I have taught at

Louisiana College. This is all behavior consistent with how I presented myself when I interviewed with Louisiana College. Further, there is no way to study contemporary art without dealing with issues which Christians find difficult. As such, every syllabus which I have prepared since I came to Louisiana College four years ago has contained the following:

All students are also required to commit themselves to the following concepts prior to participating in this course:

- The student should understand that this course could expose them to a wide range of experiences, some of which, for example, may contain themes, language, graphic violence and sexual reference not consistent with Christian values.
- The student should also understand that the purpose for studying such material is to seek a mature understanding of the potential and accomplishment of the course subject as a means of exploring the human predicament.
- And furthermore, the student should understand that the instructor will strive for a mature Christian discernment of the moral and aesthetic appropriateness of the materials and assignments for this course.

This is not to say that nudity is inherently a theme “not consistent with Christian values.” Christian art, including contemporary Protestant art, has long considered the nude an acceptable subject for artistic inquiry. The distinction has often centered on the difference between nude and naked. Nude is seen as honoring what God created, celebrating beauty and exploring the human condition. Nakedness is typically seen as reflective of shame, guilt, and moral decay. That distinction does not totally resolve the issue. Historically nakedness has been wonderfully used to enlighten God’s truth such as in Masaccio’s *Expulsion from Paradise* which beautifully uses nakedness to make the viewer aware of the tragedy of sin. That is why the statement above has the phrase, “The instructor will strive for a mature Christian discernment.”

In the case of the painting in question, which was painted by one of my students (Exhibit #36, obtained with permission of the artist), we see a good example of the principles I am discussing. The artist’s primary concern is the concept of skin as a fabric. Through repeated exposure to painting fabric in my painting classes and seeing the beautiful way which both fabric and the figure have been handled art historically the artist was able to combine two loves. On the deeper theological level though, the art provides a profound commentary on the relationship between the Imago Dei and the depravity of humanity. The painting is of a woman who had undergone a medical procedure as a result lost massive amount of weight. The resultant figure is a beautiful metaphor for the brokenness of humanity. Further, the artists seeks to beautifully and skillfully paint the figure which powerfully references the Imago Dei, the Image of God, in which we are all created and the inherent dignity and value of humanity despite our utter fallenness.

Faculty members on this campus have express great admiration of the painting and even expressed how the painting has powerfully ministered to them. A colleague of mine from a nationally respected conservative institution wrote me stating:

I worry a lot about objectifying the model, and one of the most powerful forces against objectification is compassion. Your student's painting may be grotesque - - it may not be easy to look at -- it may not make a viewer comfortable. But it should move a viewer to compassion, and in that sense it is the precise opposite of pornography.

It is with this context in mind that I wrote:

In reference to the nude painting, it is important to note that the painting was in no way titillating, is a relatively conservative piece placed firmly within a long artistic tradition and was determined by the art department and visiting juror of the exhibition to be of significant artistic merit while in no way violating the mission of the college. (Exhibit #4)

This painting offers a wonderful example of "a mature Christian discernment of the moral and aesthetic appropriateness."

One of the most disturbing events of the last month and a half was when Louisiana College confiscated this painting from the artist- an act which they had not legal right to perform. Further when the artist requested the return of properly owned property, the College refused to return the painting for two more days and then, when the painting was returned, the President immediately banned the painting from campus. Additionally, the painting was allowed to be photographed while in possession of the President in violation of copyright. The image was then disseminated through e-mail. This e-mail when forwarded to me included the statements such as, "A very reliable source took this picture. It is a painting produced by one of, now former, LC Prof. Reynoso's art students under his watchful eye." And, "I am told that the prez' office at lc will confirm it is the real deal." (Exhibit #25) It is troubling both to have the legal rights and copyright protections of the student violated and to have my character besmirched with such guile, chicanery, and lack of transparency.

## **In Closing**

I have sought only to conduct myself with honesty and integrity while at Louisiana College. My Letter of Concern which has engendered this hearing was written out of a legitimate and honest concern for the state of the College and the implications of the College's actions. I understand that others may have differing opinions but the Faculty Handbook guarantees us the right to "pursue truth without undue pressure." So an opinion held by a faculty member which is at variance with the Administration's cannot be grounds for dismissal so long as it does not violate

our Christian Commitment (Faculty Handbook section 2.4.3.4) or the Baptist Faith and Message 2000.

The Administration has brought three charges against me:

- 1) Dishonesty
- 2) Breach of Contract
- 3) Insubordination

### Dishonesty

As exhaustively demonstrated above, I never made a "deliberate attempt to deceive" with an "intentional untruth." As such, I met no reasonable definition of dishonesty. It seems by the way the term dishonesty was used, in papers provided by the College, that there is an attempt to equate wrongness with dishonesty. This seems self evidently untenable. First, as fallen humans none of us can meet the standard of perfection. Secondly, as demonstrated above there are several instances where the administration was wrong just in the documentation provided for this hearing. If the standard is public wrongness then once again that standard has failed to be met even by the administration.

For example, in 2008 Louisiana College began the practice of comparing its regional ranking to the total national pool, though they are not in fact ranked against schools outside the southern region. They published in a news release which said, "The 2009 edition has ranked Louisiana College 45 in the southern region, liberal arts category out of 319 baccalaureate colleges in the nation." (Exhibit #26) Despite the equivocation between regional and national rankings the same strategy continued the next year when essentially the same statement was in the news release. (Exhibit #27) The strategy continued when on December 16, 2010 the President stated on KSYL radio that, "We're ranked 43<sup>rd</sup> out of over 342 colleges, or something like that." (Exhibit #37, time stamp 18:33) This figure is clearly wrong as the U.S. News ranks LC 49<sup>th</sup> out of 96 schools in the southern region. (Exhibit #18) If wrongness equates with dishonesty then this is clearly dishonesty. However, that may be different if dishonesty requires a "deliberate attempt to deceive" with an "intentional untruth."

The only reasonable interpretation of dishonesty involves intent to deceive. By that standard there is no justification to find me guilty on this charge.

### Breach of Contract

During the term of my contract signed May 17, 2010 and in effect from August 16, 2010-May 14, 2011, I never violated the unique clause which was added to my contract. There were no issues with the display or removal of nude imagery during this academic year. Further, I posted no comments on public blog sites which could be construed as damaging to the College. I requested that my Letter of Concern be removed from the sites which posted it. However, the site owners declined. To claim that I am morally culpable for this is

analogous to claiming that the Administration is morally culpable for the story on the Aramark document running in the Town Talk despite the Administrations protestations. As such, it is clear that I have not breached my 2010-2011 contract.

### Insubordination

I never failed to follow "proper instructions" which were "properly given within the scope of my employment." I followed the advice of my lawyer and furnished to the College whatever was proper. On March 16, 2010 when I did not immediately meet with the President I was on my way off campus and had family obligations including picking my children up from school. In that case, I sent him an e-mail later in the afternoon seeking a time to meet the next day. I was not refusing to meet with him. I was seeking to meet with him without renegeing on my obligations to my family.

It has always been my wish to simply let my relationship with Louisiana College expire and for both parties to move on their way. On March 24, 2010 (delivered March 25) I received an offer from Louisiana College which would allow me to receive the remainder of my pay and benefits but I would have had to sign off on several violations including dishonesty. (Exhibit #6) I could not sign such a document in good conscience. Further, the document imposed a 180 day gag order on my speech while still allowing the administration to say what they desired. My lawyer, Mr. Sooter, offered a mutual release which had more complete protections for both parties. (Exhibit #8) The response from the College was even more one sided. It removed the 180 day limit on the gag order making it life-long and took other wording from Mr. Sooter's proposal which was beneficial to the College, all while allowing the college to say publicly anything it wished about me. (Exhibit #9) I was still unable to sign such a document. At this point, the college chose not to undergo further negotiations and wrote an immediate dismissal letter which I received on April 7<sup>th</sup>. The college discontinued all of my benefit effective immediately. (Exhibit #12) When Mr. Sooter notified the College that they had not followed their own procedures they sent me the Dismissal Letter (Exhibit #14) with reasonable particularity, the reasons for my *proposed dismissal* and reinstated my insurance. It has always been my desire to just be allowed to move on. I do not wish to hold the College legally liable for violations of their own policies or for breaching my contract by banning me from campus and not allowing me to complete my duties.

Now with only ten days left in my contract, I just wish for the college to fulfill its financial obligations by paying out my contract and benefits in their entirety. I wish for the college to follow the Faculty Handbook by following the Golden Rule (Luke 6:31) (Faculty Handbook 2.4.3.4) and let us all move on.

Sincerely,

Rondall Reynoso