

16 August 2005

Documentary Evidence for All MCAD Charges to Date Amended to include Charge #13

Summary of Case: I was recruited to Wellesley College as its only tenured African American woman professor in 1990. "Tenured" means that my job is permanent – i.e. I cannot be fired from it – unless I become physically unable to fulfill my teaching responsibilities. From my first semester, the hostile work environment I encountered progressively and severely damaged my health, my work, and my professional reputation. Between 1990 and 2000 I attempted – unsuccessfully – to resolve these conditions by working within the institution. On December 21st, 2000 I filed Amended Verified Complaint at Norfolk Superior Court, charging fraud, breach of contract, unjust enrichment, loss of reputation, and racial, gender, and disability discrimination. This lawsuit was dismissed on May 15th, 2002, on grounds of statutes of limitations.

For the past four years and beginning in March 15th, 2001, less than three months after I filed my lawsuit in Norfolk Superior Court, Respondents initiated a series of punitive and retaliatory actions against me that have undermined my physical, financial, and professional wellbeing and attempted to force me out of my job.

Contents of This Document Submission:

There are now *thirteen* separate charges. "SUMMARY OF CHARGES," immediately below in **bold red** type, lists all thirteen charges sequentially.

Each charge is then listed separately with its arguments and list of supporting documents. The actual supporting documents themselves, comprising that charge's documentary evidence, are available from MCAD; please contact Atty. Bill Green at (617) 994-6104.

For each of the thirteen charges, the first paragraph in **bold red** type summarizes the charge. The subparagraphs describe the particulars of the case and list the relevant evidentiary documents.

Respectfully submitted,

NEW ADDRESS EFFECTIVE 8/27/05:

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SUMMARY OF CHARGES

(1) In violation of Wellesley's previous practice, Wellesley and Walsh required me to pay the full cost of my monthly health and dental insurance premiums during a sixteen-month unpaid medical leave of absence, effectively increasing my monthly premiums five-fold.

(2) Twice during this period, Wellesley falsely represented that it was discontinuing my monthly health and dental insurance, at a time when I was undergoing expensive diagnostic testing, causing additional distress and anxiety over my financial situation.

(3) Wellesley and Walsh interfered with my ability to obtain long-term disability ("LTD") insurance benefits.

(4) During the College's 2002 merit review of my performance, Walsh lowered the score given me by the faculty committee responsible for reviewing my work and/or caused the committee to give me a lower score than it intended. As a result, Wellesley and Walsh gave me a lower salary increase in 2002 than was merited by my work.

(5) In violation of Wellesley's previous and standard practice, Wellesley and Walsh reduced my salary by 25% one month after my return to work in fall 2002, forcing me into debt to pay basic living expenses.

(6) In violation of Wellesley's standard practice and my doctor's recommendations, Wellesley and Walsh's Associate Dean Andrew Shennan pre-emptively cancelled one of my Spring semester 2003 courses 17 days before official course registration, and reassigned me to a much larger class with a bigger workload and no administrative assistance, resulting in endangered medical recovery, imminent physical collapse, and damaged art-professional relationships.

(7) Wellesley administrators then deliberately obstructed student registration for the course, Introduction to Moral Philosophy, which was substituted at the last minute. Had they succeeded, this course, too, would have been cancelled, rationalizing a further unlawful reduction in my salary.

(8) Wellesley refused without explanation the request of an internationally renowned research institute in Vienna to pay my retirement and health benefits during an unpaid research leave, forcing me to decline their invitation and fellowship award and obstructing my attempt to complete my research.

(9) Wellesley, Walsh and Dean of the College Andrew Shennan forced me, effective Spring 2005 semester, to adopt a class schedule that deliberately violates my doctors' recommendations for reasonable accommodations and ignores my occupational medicine specialist's warning that "the status quo should not be altered, as the present stability of what is usually a progressive pathological condition will rapidly deteriorate," thereby knowingly and deliberately inflicting harm on me and further damaging my health.

(10) Wellesley, Walsh, and Dean Shennan violated College by-laws on two counts and seriously impaired the College's interests on five counts by denying my application for a year's paid sabbatical for 2005 – 2006 to take up residence as a Fellow at the Wissenschaftskolleg zu Berlin/ Institute for Advanced Study, forcing me ultimately to decline this important invitation.

(11) Wellesley, Walsh, and Dean Shennan violated College by-laws by exerting undue pressure on me to forfeit my scheduled Fall 2006 sabbatical leave.

(12) Wellesley violated my right to due process in the College's internal grievance procedure by denying me (a) the right to address members of the Committee directly; (b) the right to a hearing before the Committee; (c) the opportunity to question President Walsh and Dean Shennan before the Committee; (d) a final judge of my grievance who is nonidentical to its primary defendant (President Walsh); and (d) sufficient time (i.e. a week) to submit full evidence to the Committee.

(13) During the College's most recent, 2005 merit review of my performance, Walsh gave me a lower score than was warranted by the material I submitted for review, resulting in a lower salary increase than was merited by my work. In order to rationalize this, in a letter dated June 29, 2005, Walsh (a) ignored my original contributions to teaching; (b) ignored the personal statement I

submitted for review; (c) ignored all of the art-related material I submitted for review; (d) ignored the positive opinion of my teaching held by a member of the Merit Review Advisory Committee; and (e) invoked illegitimate criteria of evaluation of my teaching and scholarship that violate the College's previous practice. (f) By taking these actions *ten days after I had agreed to the College's request to undertake confidential conflict resolution negotiations*, Walsh clearly expressed her unwillingness to participate sincerely and in good-faith in these negotiations.

DETAILS OF EACH CHARGE

(1) In violation of Wellesley's previous practice, Wellesley and Walsh required me to pay the full cost of my monthly health and dental insurance premiums during a sixteen-month unpaid medical leave of absence, effectively increasing my monthly premiums five-fold.

Wellesley's Practice Prior to My December 2000 Norfolk Superior Court Lawsuit:

(1.1) While teaching full time in Spring 1997, I was required to pay a total of \$39.11 in health & dental insurance premiums – *please see attached two Wellesley College Statement of Earnings and Payroll Deductions for Period Ends March 31, 1997 and April 30, 1997* – while Wellesley paid the balance.

(1.2) During my one-semester paid sabbatical leave in Fall 1997, I was required to pay a total of \$39.11/month in health & dental insurance premiums – *please see attached two Wellesley College Statement of Earnings and Payroll Deductions for Period End 10/31/97, and Period End 11/30/97* – while Wellesley paid the balance.

(1.3) During my unpaid research leave from January to September 1998, I was required to pay \$40.54/month in health and dental premiums – *please see attached Letters from Crosby Benefit Systems of June 12, 1998 (two pages); July 1, 1998; and July 10, 1998. Please also see attached Cancelled Checks #2586 and #2693* – while Wellesley paid the balance.

Thus in 1997 and 1998, I paid the same nominal amount in health & dental insurance premiums whether teaching full time, on paid research leave, or on unpaid research leave.

(1.4) While teaching full time in Spring 2000, I was required to pay a total of \$81.15 in health & dental insurance premiums – please see attached two **Wellesley College Statement of Earnings and Payroll Deductions for Period Ends March 31, 2000 and April 30, 2000** – while Wellesley paid the balance.

(1.5) During my paid medical leave in Fall 2000, I was required to pay \$74.60/month in health & dental premiums – please see attached four **Wellesley College Statement of Earnings and Payroll Deductions for Period Ends 9/30/00, 10/31/00, 11/30/00, 12/31/00** – while Wellesley paid the balance.

Thus in 2000, prior to my December 2000 lawsuit, I paid the same nominal amount in health & dental premiums whether teaching full time or on paid medical leave.

So Wellesley's general practice prior to my lawsuit was to require me to pay the same nominal portion of my health and dental benefits while I was on leave – whether paid or unpaid, research or medical – as I paid when I was teaching full time.

Wellesley's Post-Lawsuit Actions:

(1.6) Two weeks after commencing my unpaid medical leave on March 15, 2001, I was instructed to pay premium coupons in the amount of \$79.18 – essentially the same amount I had been paying during my paid medical leave – through December 2001. *Please see attached Letter from Crosby Benefit Systems of April 3, 2001 and Crosby Benefit Payment Coupons Dated April 3, 2001.*

(1.7) Seven months after commencing my unpaid medical leave, I was billed for an additional \$157.27. On October 31, 2001, I requested an explanation, and paid that amount plus my monthly premium as usual. *Please see attached Annotated Letter from Crosby Benefit Systems of October 17, 2001, and Cancelled Check #1109.*

(1.8) In an exchange on December 18th and 20th, 2001, Wellesley notified me of its decision to increase my monthly health and dental insurance premium to \$394.81, retroactively effective on July 1, 2001. *Please see attached Letter from Eleanor Tutty of December 18, 2001; my Fax to Eleanor Tutty of December 18, 2001; and Letter from Eleanor Tutty of December 20, 2001.* Subsequently my premiums were increased to \$418.60 effective January 1, 2002. Please see attached **Duplicate Remaining Crosby Benefit Payment Coupons of July 1 to December 1, 2002.**

(1.9) Thus my schedule of premium payments during my unpaid medical leave from March 15, 2001 to May 30, 2002, was as follows (*please see attached Cancelled Checks* numbered as below):

DATE	CANCELLED CHECK #	AMOUNT
4/5/01	792	\$122.60
4/29/01	830	79.18
6/4/01	886	79.18
7/1/01	920	79.18
9/3/01	1028	79.18
10/2/01	1076	79.18
10/31/01	1109	79.18
10/31/01	1117	157.29
12/1/01	1154	79.18
12/1/01	1155	315.67
12/18/01	1189	1500.02
12/31/01	1201	394.81
2/1/02	1244	23.79
2/1/02	1245	418.60
3/1/02	1286	418.60
4/1/02	1321	418.60
5/1/02	1368	418.60
	TOTAL:	\$4742.84

This averages out to \$338.77 per month, i.e. more than four times as much as before my lawsuit.

(2) Twice during this period, Wellesley falsely represented that it was discontinuing my monthly health and dental insurance, at a time when I was undergoing expensive diagnostic testing, causing additional distress and anxiety over my financial situation.

(2.1) As is clear from the cancelled checks submitted for Charge (1) above, I continued to pay the premiums as required by Wellesley College through Crosby Benefit Systems, and Wellesley continued to cash my checks.

(2.2) Nevertheless, I received two notifications that my health & dental insurance was being discontinued and was repeatedly thwarted in my attempts to obtain clarification. *Please see attached Crosby Benefit System Notice of Noncommencement of November 8, 2001; my Fax to Crosby Benefit Systems of November 26, 2001; Crosby Benefit Systems' Fax to me of November 28, 2001; my Fax to Crosby Benefit Systems of December 1, 2001 (two pages); Crosby Benefit Systems' Notice of Termination of February 8, 2002; my Fax to Crosby Benefit Systems of February 14, 2002; and my Fax to Crosby Benefit Systems of February 20, 2002.*

The stress and anxiety caused by the twice-threatened loss of my health insurance while I was convalescing from major surgery sapped my energy, retarded my recovery, and contributed to my job-related depression.

(2.3) I learned on May 2, 2002 in *The Boston Globe* that Wellesley and Walsh have complete discretion to determine when a faculty member's paid medical leave ends, and the extent to which the employee must pay the premiums to maintain her health and dental insurance. Please see attached **article by Vanessa Jones, "Fallen Star," *The Boston Globe* (Thursday, May 2, 2002), especially page D5.**

Thus the threats, administrative harassment, and arbitrary bills, notifications, and premium increases documented in Charges 1 and 2 are similarly an expression of Wellesley's discretionary decision-making subsequent to my lawsuit against the College.

(3) Wellesley and Walsh interfered with my ability to obtain long-term disability ("LTD") insurance benefits.

(3.1) I filed a claim for LTD benefits with Wellesley's long-term disability ("LTD") insurer, Metropolitan Life Insurance Co. ("MetLife") on February 2, 2001. As part of the application process, I provided to MetLife a description of the specific physical requirements of my position at Wellesley. My position is much more physically demanding and requires a greater output of work than a typical college professor. *Please see attached **MetLife Disability Claim: Employee Statement; Social Security Administration Disability Report, Sections 1-3** (three pages); Addendum: "My Job Description" (two pages).*

(3.2) As part of MetLife's consideration of my application for LTD benefits, it requested Wellesley to provide information about the requirements of my position. Wellesley did not complete the paperwork requested by MetLife that would describe the specific physical requirements of my position, such as the amount of time required for sitting, walking, standing, lifting. Wellesley merely provided MetLife with a brief outline of job duties that, even as a generic description of a college professor, was incomplete and misleading. *Please see attached **Letter from Eleanor Tutty to MetLife and MetLife Disability Claim: Employer's Statement** (two pages).* For a more accurate official job description (that applies, however, to a faculty member with only one area of research specialization), *please see attached **Statement of Faculty Responsibilities of June 28, 2004.***

(3.3) In fact Wellesley hired me as an artist as well as a philosophy professor and has acknowledged this in writing. *Please see attached **Letter from Deans Nancy Kolodny and Jens Kruse of January 2, 1997.***

(3.4) MetLife denied my claim on November 12, 2001; and a subsequent appeal on April 30, 2002, concluding that I was able to perform the "light work level" of a college professor. *Please see attached **MetLife Appeal – Long Term Disability Letter of April 30, 2002** (three pages), especially page 3.*

Thus Wellesley deliberately misrepresented the demands of my job to its Long Term Disability Provider as “the light work of a college professor” when in fact that is only one of the two full-time jobs it hired me to perform, thus undermining my ability to obtain benefits.

(4) During the College’s most recent review of my performance, Walsh lowered the score given me by the faculty committee responsible for reviewing my work and/or caused the committee to give me a lower score than it intended. As a result, Wellesley and Walsh gave me a lower salary increase in 2002 than was merited by my work.

(4.1) An analysis of President Walsh’s merit award salary letters to me of 1993 – 2002 (*please see attached Merit Award Salary Letters 1993 – 2002*) reveals a very clear pattern:

Year	Monetary Award	% of Salary	Merit Categories of Commendation	Est. Maximum Possible Award	% of Est. Max. Pos. Award	Lost Art Merit Income
1993	\$2935.00*	4%	1. teaching 2. philosophy	\$4402.50 (2 of 3 catags)	66%	-\$1467.50
1996	\$2299.00	2%	1. philosophy 2. art 3. ~teaching	\$4402.50** (3 of 4 catags)	52%	-\$2103.50
1999	\$1806.00	1%	1. teaching 2. philosophy 3. art	\$4402.50 (3 of 4 catags)	41%	-\$2596.50
2002	\$2842.00	2%	1. teaching 2. philosophy 3. art 4. service	\$5870.00 (4 of 4 categories)	48%	-\$3028.00

*Merit Categories 1. and 2. received equal and maximum score. Therefore each counted for \$1467.50 In estimating maximum possible amounts and calculating losses for the following years I have not adjusted for inflation.

**Wellesley has chosen to calculate my additional Merit Category (art) by dividing the single research category maximum possible score in two: half for philosophy, half for art. Because this misrepresents the time, energy and resources I expend on each, I reject this method. Because I engage in both full time, I assign a separate category maximum possible score to art equal to that which is assigned to philosophy.

ANALYSIS:

(4.2) In 1993, the Merit Award Committee assigned me maximum scores on two out of three possible Merit Categories of Commendation (teaching, philosophy research, and service).

(4.3) In 1996, I successfully fought for official legitimization of my art-related activities as a Merit Category. As the Merit Review Committee increased the number of Merit Categories in which it commended my performance, President Walsh reduced by almost a quarter my Monetary Award. As a Percentage of Salary President Walsh cut it in half.

(4.4) In 1999, my internal report for the Minority Recruitment, Hiring and Retention Committee, *Racism at Wellesley: Causes and Containment* was circulated within the College. As the Merit Review Committee again increased the number of Merit Categories in which it commended my performance, President Walsh again reduced by almost a quarter my Monetary Award. As a Percentage of Salary President Walsh again cut it in half.

(4.5) In 2002 I had brought my lawsuit against the College and had it dismissed on statute of limitations grounds. The Merit Review Committee increased to the maximum the number of Merit Categories in which it commended my performance. But even though the Merit Review Committee commended me for my performance in twice as many Merit Categories as it had in 1993, President Walsh reduced my Monetary Award to an amount even lower than in 1993. As a Percentage of my Salary, President Walsh reduced it to half as much.

(4.6) President Walsh has withheld increasing amounts of Art Merit Income for each year I have come up for Merit Review.

(4.7) President Walsh has withheld more Art Merit Income in 2002 than ever before, even though the Merit Review Committee commended me for performance in all four categories for the first time, and even though it praised my performance in each more highly than ever before.

(4.8) As the Merit Review Committee has gradually increased to the maximum the number of Merit Categories in which my job performance has been commended, President Walsh has correspondingly reduced to less than half the Percentage of the Maximum Possible Award she has assigned me.

President Walsh's message to the Merit Review Committee regarding its evaluation of my job performance is thus loud and clear: The more highly the Committee commends me, the more deeply she will cut my Monetary Award. Respondent Walsh is thereby retaliating both against me for my outstanding performance, and against the Merit Review Committee for commending it.

These facts demonstrate a significant and persistent conflict between the Merit Review Committee's informed professional evaluation of my job performance, and President Walsh's punitive decisions regarding my Monetary Award. They therefore demonstrate President Walsh's consistent pattern of discrimination, retaliation and harassment in my Merit Reviews.

(4.9) However, in addition to the above-listed patterns, there are two peculiar contrasts in President Walsh's salary letter of June 25, 2002:

First, the contrast between the extravagant praise expressed in the letter and the monetary award she assigned me;

Second, the contrast between that extravagant praise and President Walsh's ominous concluding warning to me to "rest and reflect."

Because my lawsuit has elicited President Walsh's vindictiveness, it is clear that the low monetary award and ominous warning come from her, whereas the extravagant praise comes from others on the Merit Review Committee.

(4.10) Seeking further confirmation of this fact, I queried Acting Dean Andrea Levitt on July 25 and 29, 2002, as to the merit score the Merit Review Committee actually gave me. She first evaded, then declined to answer my question. *Please see attached 2002 Merit Review Correspondence, July 25, 2002 – July 29, 2002: Fax from Dean Andrea Levitt of July 25, 2002 (6 pages); Fax to Dean Levitt of July 25, 2002; Fax from Dean Levitt of July 29, 2002; Fax to Dean Levitt of July 29, 2002; Second Fax from Dean Levitt of July 29, 2002; Second Fax to Dean Levitt of July 29, 2002.*

Dean Levitt's refusal to answer my question is conclusive evidence of a significant gap between the score she calculated I purportedly should have, and the score the Merit Review Committee actually gave me. The difference between the score of 1.83 Wellesley claims the Committee gave me, and the score of 1.75 Dean Levitt calculated – a mere .08 – is not sufficiently large to explain Dean Levitt's refusal to answer my direct question. Nor is it sufficiently large to explain the significant gap in Respondent Walsh's salary letter between the high praise for my performance and the low monetary award she assigned me.

(4.11) Finally, please listen to the **Audio Cassette Tape entitled Wellesley Voicemail Log #1**, Side 1, sixth selection, "Filomena Steady: Merit Review '02 reported me as 'shining national icon'." This was sent to Mr. Baxley and received at MCAD on February 2, 2005. In it Professor Steady expresses the intention of the Merit Review Committee to "give me a 3" [the highest merit review score it is possible to receive]. As far as I have been able to ascertain, voicemail tapes are admissible as evidence because they give implicit permission for electronic distribution.

(4.12) A list of 2002 Merit Review Committee members was also sent to Mr. Baxley and received at MCAD on February 2, 2005, so that they could be deposed as to the actual score they gave me.

Review of all of the above-listed evidence will show a consistent pattern: the more strongly the Merit Review Committee recommends me for a merit salary increase, the smaller the actual increase President Walsh awards me.

(5) In violation of Wellesley's previous and standard practice, Wellesley and Walsh reduced my salary by 25% one month after my return to work in fall 2002, forcing me into debt to pay basic living expenses.

Wellesley's Practice Prior to My December 2000 Norfolk Superior Court Lawsuit:

(5.1) I experienced my first mid-semester physical collapse in March of the Spring 1991 semester, and was placed on medical leave for the remaining two months of classes; *please see attached Letter from Dr. Joanne Wilkinson of July 23, 1991*. My academic salary was not reduced; *please see attached Wellesley College Statement of Earnings and Payroll Deductions for Deposit Dates 1/30/91, 2/27/91, 3/28/91, 4/29/91, and 5/30/91*.

(5.2) I experienced my second mid-semester physical collapse in March of the Spring 1995 semester, and was placed on medical leave for the remaining two months of classes; *please see attached Letters from Dr. Joanne Wilkinson of May 1, 1995; and Elliott Silverman of June 6, 1995*. My academic salary was not reduced; *please see attached Wellesley College Statement of Earnings and Payroll Deductions for Period Ends 1/31/95, 2/28/95, 3/30/95, 4/27/95, and 5/30/95*.

(5.3) I experienced my third and most serious mid-semester physical collapse on September 15, 2000 – about ten days into the Fall semester, and was placed on medical leave for the remaining three months of classes; *please see attached Letters from Dr. Joseph H. Schwartz of September 21, 2000 and Dr. Ann Trout of September 21, 2000*. My academic salary was not reduced; *please see attached Wellesley College Statement of Earnings and Payroll Deductions for Period Ends 8/31/00, 9/30/00, 10/31/00, 11/30/00, and 12/31/00*.

Thus Wellesley's general and standard practice prior to my lawsuit was to place me on fully paid medical leaves after a mid-semester collapse.

Wellesley's Post-Lawsuit Actions:

(5.4) President Walsh did not notify Wellesley and Wellesley's lawyers of my lawsuit until I filed the Norfolk Superior Court documents on December 21, 2000.

(5.5) In January 2001, both of my doctors recommended a continuation of my then-current medical leave status through the Spring 2001 semester; *please see attached Letters from Dr. Joseph H. Schwartz of January 9, 2001 and Dr. Ann Trout of January 11, 2001*.

(5.6) However, these recommendations were rejected: I was notified that my fully paid medical leave, along with my salary and benefits, would end on March 15, 2001, and advised by Dean Lee Cuba to apply for long term disability; *please see attached Letter from Dean Lee Cuba of January 24, 2001*. To support

myself during my sixteen-month unpaid medical leave, I used up all of my personal savings and was forced to let my lawyer go in September 2002.

(5.7) Following an examination on July 16, 2002, I was diagnosed by an occupational medicine specialist with chronic fatigue, chronic pain, and “major depression associated with chronic stress and anxiety from a very complex situational disorder” based on “an academic job with duties and obligations in two fields that add up to two full time jobs which are more than her physical and mental capabilities can endure.” He recommended that I return to work with administrative assistance, periods of rest, and teaching only one course in Fall 2002, progressing to a two-course load in spring 2003 if possible and “over time, ... return to a full time 40 to at most 50 hour work week.” *Please see attached Letter from Dr. Tomas Lichauco* (undated but faxed July 31, 2002; four pages).

(5.8) Wellesley and Walsh refused to supply administrative assistance, and reduced my salary by 25% for the academic year 2002-2003, requiring me to take out loans to pay basic living expenses. Please see attached **Wellesley College Statement of Earnings and Payroll Deductions for Period Ends 7/31/02, 8/31/02, 9/30/02, 10/31/02, 11/30/02, 12/31/02, 1/31/03, 2/28/03, 3/31/03, 4/30/03, 5/31/03, 6/30/03, and 7/31/03.**

(5.9) Accommodating without salary reduction a faculty member’s intermittent medical infirmities is a standard academic practice at all colleges and universities within the United States. *Please see attached Letter to President Walsh of October 7, 2002.*

So in the aftermath of my lawsuit, Wellesley broke with its previous practice- a practice that is standard in all academic institutions - of placing me on fully paid medical leave, by choosing to withhold portions of my salary as a weapon of retaliation against me.

(6) In violation of Wellesley’s standard practice and my doctor’s recommendations, Wellesley and Walsh’s Associate Dean Andrew Shennan pre-emptively cancelled one of my Spring semester 2003 courses 17 days before official course registration, and reassigned me to a much larger class with a bigger workload and no administrative assistance, resulting in endangered medical recovery, imminent physical collapse, and damaged art-professional relationships.

(6.1) In accordance with my doctor’s recommendations, I agreed to teach two small, mid-level courses for the spring semester of 2003. Wellesley students register for their final schedule of courses during the first three weeks of each semester. The spring 2003 semester registration period began on January 27 and ended on February 21, 2003.

Wellesley's Practice Prior to My December 2000 Norfolk Superior Court Lawsuit:

(6.2) I have personally taught many courses at Wellesley that had enrollments of six or fewer. This is normal for courses on esoteric or advanced subjects. *Please see the attached **Class Registration Lists for Kant's Moral Philosophy: Spring 1992** (5 students), **Kant's first Critique: Fall 1992** (5 students), **Metaethics: Spring 1993** (5 students), **Kant's first Critique: Spring 1995** (2 students), **Kant's Moral Philosophy: Fall 1995** (3 students), **Metaethics: Spring 1996** (5 students), **Kant's first Critique: Fall 1996** (5 students), **Metaethics Seminar: Spring 1997** (4 students).*

(6.3) Many other professors at Wellesley are permitted to teach courses with enrollments of six or fewer. *Please see the attached **Spring 2003 Pre-Registration Tally of Course Enrollments for the Music Department and the Philosophy Department**, which shows 14 listed classes [circled] with enrollments of six or fewer; three classes with enrollments of one each; and one class – Women in Music – with zero enrollment.*

*Please also see the attached **Spring 2003 Schedule of Courses**, which shows that all of these courses were offered, despite these low enrollments. Only mine was cancelled.*

*Please also see the attached **Wellesley College Registrar's Office Enrollment Report Fall 2003**, which lists ten courses College-wide that were offered with enrollments of one each. None were cancelled.*

These comparisons clearly demonstrate a standard, College-wide practice of permitting most courses to be taught that fail to enroll six students.

Wellesley's Post-Lawsuit Actions:

(6.4) Walsh and Shennan, through their lawyer, Atty. Miriam McKendall, twice threatened me in writing with course cancellation due to substandard enrollment *Please see attached **Page 6 of Letter to Tamsin R. Kaplan, Esq. of August 30, 2003**, and **Page 2 of Letter to Tamsin R. Kaplan of September 17, 2003**. Thus they arbitrarily invoked obsolete and little-used college policies in my particular case, in order to harass and inflict emotional distress on me.*

(6.5) On January 10, 2003, I learned via voicemail from the Philosophy Department Chair that on January 9, 2003, Walsh's Associate Dean had cancelled my Metaethics course because he decided it would not enroll at least six students by February 21, 2003. *Please see the attached **Fax to Dean Shennan of January 10, 2003**; and **Dean Shennan's Faxed Reply of January 22, 2003**.*

Dean Shennan arbitrarily violated the College-wide practice of permitting low-enrollment courses, by canceling my Spring 2003 Metaethics course. Atty. MacKendall's written threats demonstrate that his purpose was the perpetuation of a hostile environment.

(7) Wellesley administrators then deliberately obstructed student registration for the course, Introduction to Moral Philosophy, that was substituted at the last minute. Had they succeeded, this course, too, would have been cancelled, rationalizing a further unlawful reduction in my salary.

(7.1) In order to notify instructors of projected class enrollment, Wellesley's standard practice is to distribute Preliminary Class Lists, compiled from the fall term's pre-registration, one week before the spring semester starts *Please see attached Memo of January 22, 2003, "Spring Add/Drop Procedures"* (two pages).

(7.2) I received no such list for Phil. 106. To my query about this, Registrar Katherine Guerin [misspelled as "Catherine Garran"] informed me that there were no students registered for that course; that they would have had no chance to register because it was added at the last moment; and that I would have to find students to register for it. *Please see attached Fax of March 2, 2003 to Katherine Guerin* [misspelled as "Curran"]).

(7.3) I therefore asked students who attended class to sign up informally until I received an official class list. *Please see attached "Sign-Up List"*. Eleven students did so.

(7.4) Yet the Class Roster I received on February 19 listed only four students, of which one had notified me personally that she was dropping the course. *Please see attached Spring 2003 – Class Roster of February 19, 2003*. I immediately notified Ms. Garran by phone that the Class Roster was wrong.

(7.5) I then asked students in the class to add an "R" to their signatures on my informal Sign-Up List if they were registered for the course but not if they were merely auditing it. I also followed the accompanying instructions to revise the official Class Roster accordingly. *Please see attached Memo: Class Lists of February 14*. I immediately returned the Class Roster to the Registrar's Office.

(7.6) Wellesley's standard practice at this point would be for the Registrar's Office to "notify students of the changes [I had] made and ask them to come to the Registrar's Office to adjust their schedule," as stated in the **Memo: Class Lists of February 14**.

(7.7) Instead I received a voicemail message on Thursday, February 27 from Katherine Guerin informing me that there were only three students registered in my Phil. 106 course and that if I wanted any more added, I would have to notify them to call her and register for the course.

(7.8) Accordingly, I made this announcement in the following class, to the students' considerable consternation. I repeated this announcement in subsequent classes.

(7.9) One student, Susan McClay, informed me that her Class Dean, Voncile White, required a telephone call and letter from me confirming that Susan had been regularly attending the course and doing the assigned work. Please see attached **Memo of March 4** [misdated February 4], **2003, "Re.: Susan McClay's registration in Phil. 106.** Dean White's tone to me on the telephone was quite hostile.

(7.10) A second student, Patsy Wilson, informed me that her Class Dean (also Voncile White) "was really mean to [her] ... about registering," and repeatedly told Patsy that she didn't " 'have time for this' " Patsy stated that she had not registered earlier because Ms. White "never had time to see" her about this. *Please see my attached Planner Notes of Tuesday, March 11, 2003.* In my telephone discussion with Ms. White about Patsy's case, I was shaken and mystified by the animosity in her tone.

Had Wellesley's administrators succeeded in preventing my students from registering for Phil. 106, both of my Spring semester courses would be under-enrolled – providing Wellesley College a rationalization to carry out its threats, and so to reduce my annual salary to 50% or even 25%.

(8) Wellesley refused without explanation the request of an internationally renowned research institute in Vienna to pay my retirement and health benefits during an unpaid research leave, forcing me to decline their invitation and fellowship award and obstructing my attempt to complete my research.

(8.1) On January 6, 2003, I presented Wellesley's Associate Dean and the Philosophy Department Chair with letters from the Internationales Forschungszentrum Kulturwissenschaften (IFK) in Vienna, notifying me that I had been awarded a Visiting Fellowship there for spring 2004 and requesting that Wellesley pay my health and retirement benefits for that period. *Please see attached Fax to Dean Andrew Shennan of January 6, 2003, which translates Two Letters from the IFK (in German) of December 13, 2002.*

(8.2) The IFK is an internationally renowned center for advanced study in the humanities and social sciences. I know of no other academic philosopher who has received this fellowship.

(8.3) In spring 1998 Wellesley agreed to pay Professor Judith Rollins' health and retirement benefits during her unpaid leave, at her personal request.

This can be verified by comparing her Payroll Deduction Statements with the Wellesley Course Offerings catalogue during the period of her leave.

(8.4) On January 23, 2003, I learned by faxed letter from Wellesley's Associate Dean that Wellesley was refusing the IFK's request to pay my health and retirement benefits. *Please see attached **Fax from Dean Andrew Shennan of January 23, 2003.***

(8.5) Because of my multiple medical conditions, I could not go without health insurance for the four months of the IFK Fellowship. As I result, I was forced to decline the IFK's invitation and fellowship award.

(8.6) As a further consequence, my attempt to bring to completion the research project I began in 1982 and should have finished by 1992 was further delayed.

Wellesley agreed to pay the health and retirement benefits of another faculty member, but refused, without explanation, to pay mine. The explanation is the deliberate creation of a hostile environment in retaliation for my lawsuit against the College.

(9) Wellesley, Walsh and Dean of the College Andrew Shennan forced me, effective Spring 2005 semester, to adopt a class schedule that deliberately violates my doctors' recommendations for reasonable accommodations and ignores my occupational medicine specialist's warning that "the status quo should not be altered, as the present stability of what is usually a progressive pathological condition will rapidly deteriorate," thereby knowingly and deliberately inflicting harm on me and further damaging my health.

(9.1) In accordance with my doctors' recommendations for reasonable accommodations – *please see attached **Letters from Drs. Tomas Lichauco of November 1, 2002** (3 pages); **Nezam Afdhal of October 7, 2002**; **Raymond Partridge of August 13, 2002**; and **Neena Chaturvedi of August 6, 2002*** – I taught the Spring 2003 semester on a Tuesday-Wednesday teaching schedule and successfully completed all of my teaching responsibilities. I was on scheduled sabbatical leave during the Fall 2003 semester.

(9.2) In accordance with my doctors' recommendations for reasonable accommodations, I requested the same Tuesday-Wednesday teaching schedule for the Spring 2004 semester. I taught the Spring 2004 semester on the same

Tuesday-Wednesday schedule and successfully completed all of my teaching responsibilities.

(9.3) On May 17, 2004, and again on June 15, 2004, I requested the same teaching schedule for Fall 2004. *Please see attached **Faxes to Prof. Maud Chaplin of May 17**, and to **Dean Andrew Shennan of June 15, 2004**.*

(9.3) On June 9, 2004, I underwent a second liver biopsy. My hepatologist, Dr. Nezam Afdhal, reported that I “still have fibrotic liver disease,” and stated that “she should continue with her current regimen which appears to have stabilized” it. *Please see attached **Letter from Dr. Nezam Afdhal of June 17, 2004***. I forwarded this letter to Dean Shennan.

(9.4) On July 7, 2004, my occupational medicine specialist, Dr. Tomas Lichauco, reported that I am “prone to episodes of severe debilitating fatigue and pain. The triggers for sporadic exacerbations have almost always been working too hard and too long beyond her limited capacity. ... A review of the medical history shows that her previous very heavy work schedule correlated with her collapses and inability to return to work for almost two years. ... She is not able to do any more.” Dr. Lichauco stated, “Prognostically, I expect the underlying, medical condition to continue to worsen over time.”

Dr. Lichauco seconded Dr. Afdhal’s recommendation. Dr. Lichauco stated that “[t]he status quo should not be altered, as the present stability of what is usually a progressive pathological condition will rapidly deteriorate.” He recommended that “she continue with her present work schedule. Doing anything more will disrupt her current improvements. ... She must continue with the same work accommodations that she had last year.” *Please see attached **Letter from Dr. Tomas Lichauco of July 7, 2004*** (three pages). I forwarded this letter to Dean Shennan.

(9.5) On July 9, 2004, Dean Shennan rejected my May 17 request for reasonable accommodations. He accused me of “seeking to alter the College’s accepted pedagogical views and institutional goals.” *Please see attached **Fax from Dean Andrew Shennan of July 9, 2004*** (two pages). This is nonsense.

(9.6) Upon my July 14th appeal for reconsideration of his decision in light of my doctors’ recommendations – *please see attached **Fax to Dean Andrew Shennan of July 14, 2004***, Dean Shennan again reversed his decision on July 29, 2004 and granted my request for reasonable accommodation *for the Fall 2004 semester only*. He stated, “This is not an acceptable long-term solution.”

Dean Shennan again accused me of “proposing to operate by principles which are diametrically opposed to the College’s accepted pedagogical views and institutional goals.” His response to Dr. Lichauco’s warning that my medical condition will “continue to worsen over time,” and that “[d]oing anything more will disrupt her current improvements” and cause me to “rapidly deteriorate” was that effective with the Spring 2005 semester, “the College will expect you to teach your courses on the regular approved schedule.”

Mentioning my medical disabilities, Dean Shennan suggested I apply for long-term disability coverage (*please see **Charge 3, above***) and “offer[s] his]

heartfelt compassion in regard to [my] medical situation." *Please see attached Fax from Dean Shennan of July 29, 2004.*

Dean Shennan thus ignores my medical disability and forces me to adopt a teaching schedule that he knows will cause a rapid deterioration in my medical condition. His message to me, on behalf of Wellesley College, could not be more clear.

(10) Wellesley, Walsh, and Dean Shennan violated College by-laws on two counts and seriously impaired the College's interests on five counts by denying my application for a year's paid sabbatical for 2005 – 2006 to take up residence as a Fellow at the Wissenschaftskolleg zu Berlin/ Institute of Advanced Study.

(10.1) On November 29, 2004, I received an invitation from the Wissenschaftskolleg zu Berlin Institute for Advanced Study to be a Fellow there for the 2005 – 2006 academic year. *Please see attached Letter from Dr. Dieter Grimm of November 29, 2004.*

(10.2) In accordance with the Wissenschaftskolleg's standard practice, I applied for a fully paid sabbatical to cover my expenses there. *Please see attached Leave Application for Academic Year 2005 – 2006 of February 21, 2005* (five pages).

(10.3) Dean Shennan and the Committee on Faculty Appointments denied my application on March 11, 2004; and provided their justification for this on March 17, 2004. *Please see attached Faxes from Dean Andrew Shennan of March 11 and March 17, 2004.*

(10.4) Wellesley's action, as I explain in my March 24 Appeal, violates Wellesley College by-laws on two counts and seriously impairs the College's interests on five counts. *Please see attached Leave Application for Academic Year 2005-2006: Appeal of March 24, 2005.*

Wellesley College is so intent on retaliating against me for my 2000 Lawsuits, and on forcing me out of my job, that they will multiply impair the institution's best interests in order to do so.

(11) Wellesley, Walsh, and Dean Shennan violated College by-laws by exerting undue pressure on me to forfeit my scheduled Fall 2006 sabbatical leave.

(11.1) Because of the international prestige of the Wissenschaftskolleg, it is standard practice for North American and northern European academic institutions to give faculty Fellows a full year's paid sabbatical leave. In return, the Wissenschaftskolleg offers to pay the cost of a junior replacement to teach the Fellow's courses while he or she is on leave. I therefore requested this arrangement. *Please see attached Letter to Dean Shennan of January 14, 2005* (two pages).

(11.2) Dean Shennan rejected my request on the illegitimate and illegal grounds that I was "not eligible" for such a leave. Instead he suggested I forfeit my scheduled Fall 2006 sabbatical. *Please see attached Fax from Dean Shennan of January 26, 2005.*

(11.3) Dean Shennan also rejected the Wissenschaftskolleg's offer of \$80,000.00 for a junior-level teaching replacement, even though it would have benefited me, the Philosophy Department, the College's international reputation, and the future prospects of other Wellesley faculty. *Please see attached Faxes to Dean Shennan of January 26, 2005 and February 3, 2005; Fax from Dean Shennan of February 3 [dated February 2]; and my Second Fax to Dean Shennan of February 3, 2005.*

(11.4) Instead of accepting the Wissenschaftskolleg's offer, Dean Shennan instead pressured me several times to forfeit my Fall 2006 leave and instead take one now, in order to pay for half of the Wissenschaftskolleg Fellowship. *Please see attached Faxes from Dean Shennan of January 26, February 3, February 11, February 14, February 16, and March 23, 2005* re. his "suggestion" that I "bring forward" my Fall 2006 leave, despite my repeated rejections of this "suggestion"; *please see attached Fax of February 14, 2005 and my Leave Application of February 21, 2005* (10.2, above).

(11.5) There is nothing in the Wellesley College by-laws that mentions or sanctions Dean Shennan's suggestion. I asked him repeatedly to substantiate his claim that this is "not out of line with previous practice"; *please see attached Faxes to Dean Shennan of February 3, February 6, and February 10, 2005* (two pages). Dean Shennan has repeatedly declined to answer my questions, or to substantiate this claim.

(11.6) To my knowledge Wellesley College has made this "generous and collegial offer" [Dean Shennan's words] on only two prior occasions: to another black senior faculty member, Prof. Selwyn Cudjoe; and to me in 1997 following my drafting of a candid internal report entitled *Racism at Wellesley: Causes and Containment*. *Please see attached Fax from The Getty Research Institute of October 7, 1997* (two pages); *Letter to Dean Nancy Kolodny of October 10, 1997*; my *Letter to President Walsh and Dean Kolodny of November 4 and*

November 11, 1997; Letter from Dean Nancy Kolodny of November 14, 1997 (two pages); and my Letter to Dean Kolodny of November 20, 1997.

Dean Shennan's action thus certainly is "line with previous Wellesley practice:" the practice of pressuring black faculty to forfeit their scheduled sabbaticals when offered a research fellowship. This effectively penalizes us for the scholarly achievements Wellesley publicly claims to welcome. It violates Wellesley College by-laws, violates standard practice at Wellesley, and is racially discriminatory.

(12) Wellesley has violated my right to due process in the College's internal grievance procedure by denying me (a) the right to address members of the Committee directly; (b) the right to a hearing before the Committee; (c) the opportunity to question President Walsh and Dean Shennan before the Committee; (d) a final judge of my grievance who is nonidentical to its primary defendant (President Walsh); and (d) sufficient time (i.e. a week) to submit full evidence to the Committee.

(12.1) I filed an internal, formal grievance consisting of charges (10) and (11) [above] with Wellesley's Faculty Standing Panel on Formal Grievance Procedure. *Please see attached Formal Grievance of April 1, 2005.*

(12.2) Wellesley's Equal Opportunity Grievance Procedures designates the President of the College as the final court of appeal for such grievances. *Please see attached Wellesley College Grievance Procedures Page 7.* As President Walsh was the primary defendant in this Grievance, I requested that she be replaced as final court of appeal for elementary reasons of fairness. *Please see attached Fax to Linda Brothers of April 25, 2005.*

(12.3) The Grievance Committee rejected this request; *please see attached Memorandum from Lidwien Kaptjiens, Chair, of May 17, 2005; my Fax to her of May 18, 2005; and Lidwien Kaptjiens' Fax to me of May 25, 2005.*

(12.4) Additionally I requested (a) a hearing of the charges before the Committee; and (b) the opportunity to question President Walsh and Dean Shennan before the Committee. *Please see attached Fax to the Formal Grievance Committee of April 30, 2005.*

(12.5) The Grievance Committee rejected both of these requests; *please see attached Fax from Lidwien Kaptjiens of May 17, 2005; mine to her of May 18, 2005; and Lidwien Kaptjiens' Fax to me of May 25, 2005.*

(12.6) Both President Walsh and Dean Shennan refused to respond to my charges; *please see attached Fax from Linda Brothers of May 9, 2005*; and **my Memo to the Formal Grievance Committee of May 10, 2005**.

(12.7) The Grievance Committee forbade me to *speak* directly to any of its members (not merely to submit documents directly to them); *please see attached Fax to Linda Brothers of May 7, 2005*; **Lidwien Kaptjiens' Fax to me of May 10, 2005**; **mine to her of May 10, 2005**; and **mine to Linda Brothers of May 17, 2005**.

(12.8) I requested a week's postponement of any actions on my case because of a prior out-of-state commitment; **please see attached Fax to Linda Brothers of May 21, 2005**. The Grievance Committee effectively ignored this request; *please see attached Fax from Linda Brothers of May 23, 2005*, and **Fax from Lidwien Kaptjiens of May 25, 2005**. Fifteen minutes after its stated deadline and without any of the evidence I had requested time to submit, Wellesley's Grievance Committee dismissed my grievance on both counts; *please see attached Grievance Committee Fax of May 31, 2005*.

(13) During the College's most recent, 2005 merit review of my performance, Walsh gave me a lower score than was warranted by the material I submitted for review, resulting in a lower salary increase than was merited by my work. In order to rationalize this, in a letter dated June 29, 2005, Walsh (a) ignored my original contributions to teaching; (b) ignored the personal statement I submitted for review; (c) ignored all of the art-related material I submitted for review; (d) ignored the positive opinion of my teaching held by a member of the Merit Review Advisory Committee; and (e) invoked illegitimate criteria of evaluation of my teaching and scholarship that violate the College's previous practice. (f) By taking these actions ten days after I had agreed to the College's request to undertake confidential conflict resolution negotiations, Walsh clearly expressed her unwillingness to participate sincerely and in good-faith in these negotiations.

(13.1) In January 2005, I submitted for merit review material that included the following items: (i) syllabi for two new courses I introduced; (ii) a Personal Statement consisting in the first 1500 words of my Fourth Amended Charge of Discrimination, filed with MCAD on July 30, 2004; and (iii) two CDs and one DVD documenting original artwork. *Please see attached Memo of January 27, 2005 to Merit Review Committee Members*, including a comprehensive List of Submitted Materials.

(13.2) I sent all of my merit review materials to Clerk of the Committee Ruth Frommer; *please see attached Five DHL Waybills*. I received confirmation from her via voicemail that *all* materials had been received. *Please see attached Telephone Voicemail Notes of 1/26/05 and 1/27/05*. These messages are also available on audio cassette tapes.

(13.3) In her letter to me dated June 29, 2005, President Walsh made no mention of the two new courses I created ((13.1.i), above). *Please see attached Merit Review Letter from Diana Chapman Walsh of June 29, 2005*. Review of my prior merit review letters (*please see attached Merit Award Salary Letters 1993 – 2002*, listed with **Charge (4.1)**) confirms that this is an unjustified departure from previous practice.

(13.4) Further, President Walsh stated in her letter that “In terms of scholarship, it was difficult for the committee to evaluate your work since you submitted neither a personal statement nor a separate activities sheet.”

(13.5) President Walsh’s statement that I submitted no personal statement contradicts the facts; please see (13.1) and (13.2), above. I personally saw to it that all members of the Merit Review Committee, including her, received a copy of my personal statement. The reality is that Walsh chose to ignore it.

(13.6) President Walsh’s charge that I submitted no separate activities sheet is misleading. It violates the long-standing practice, established at my first Merit Review in 1993, of submitting a Curriculum Vitae in lieu of an activities sheet; *please see attached Memo of January 27, 2005 to Merit Review Committee Members*, including a comprehensive List of Submitted Materials, **especially page 1, item (4), “Activities Sheet.”** I have never submitted a College-formatted Activities Sheet for Merit Review because my professional activities are too numerous, and the Merit Review Committee has never in the past objected to this alternative practice of submitting the CV in its place.

(13.7) President Walsh further stated in her letter that “Your CV also listed three pieces under ‘new scholarship in Art,’ but the committee did not have them in hand to review.” Either she is lying – again please see (13.1) and (13.2), above, especially **Memo of January 27, 2005 to Merit Review Committee Members**, including a comprehensive List of Submitted Materials, **especially page 2, item (6), “Video, audio, and graphic works on disk”** – or else she lost or concealed them. In any such case, Walsh failed to evaluate work which I both submitted for review and also verified the Committee’s receipt of. This constitutes a violation of her professional and administrative responsibility that is detrimental to my financial wellbeing.

(13.8) Regarding the evaluation of my teaching, Walsh states in her letter, “The members of the committee noted the high praise that some of your students gave in their course evaluations, describing your instruction as brilliant and passionate. Committee members also noted that your enrollments were consistently low, and that some students found you inflexible and inaccessible.”

(13.9) Walsh's reference to negative student evaluations in my professional merit review constitutes a violation of previous and standard practice both at Wellesley College and at most reputable academic institutions. Student evaluations are notoriously unreliable because they are biased by the student's own performance in class, relative unfamiliarity with the subject matter, and limited prior classroom experience. In my fifteen years of teaching at Wellesley they have never been used disparagingly in my professional merit reviews (and as a rule never are, except in rare cases of flagrant misbehavior on the teacher's part). Review of the *attached* **Merit Award Salary Letters 1993 – 2002** listed with **Charge (4.1)**, above, confirms that Wellesley's prior practice in my case is, similarly, to ignore negative student comments for Merit Review purposes. Review of the *attached* **Student Evaluation Questionnaires for Philosophy 106 in Spring 1997, Spring 2000, Spring 2003, Fall 2004; and for Philosophy 232 in Spring 2005** demonstrate why, and reveal the arbitrary and capricious nature of Walsh's comments. Responsible administrators do not use negative student evaluations in merit reviews as a rule because everybody knows one can find any type of comment in them one has a prior reason to look for.

(13.10) Similarly, Walsh's reference to low enrollments also constitutes an unwarranted violation of Wellesley's previous and standard practice, as can be confirmed by review of the *attached* **Class Registration Lists for Kant's Moral Philosophy: Spring 1992** (5 students), **Kant's first Critique: Fall 1992** (5 students), **Metaethics: Spring 1993** (5 students), **Kant's first Critique: Spring 1995** (2 students), **Kant's Moral Philosophy: Fall 1995** (3 students), **Metaethics: Spring 1996** (5 students), **Kant's first Critique: Fall 1996** (5 students), **Metaethics Seminar: Spring 1997** (4 students); listed with **Charge (6.2)** above; and *attached* **Spring 2003 Schedule of Courses**, listed with **Charge (6.3)** above. These Class Lists indicate that my enrollment figures have remained roughly the same during my fifteen years at Wellesley. Only Walsh's recent attention to them, subsequent to my 2000 lawsuit against the College, is new.

(13.11) Further, Walsh declines to include in her letter the very positive opinion of one of the members of the Merit Review Committee, Professor Patricia Berman, conveyed to me through a student in the *attached* **Note from Student Jennifer Cawley**.

(13.12) The many falsehoods, omissions, misrepresentations, and arbitrary violations of standard and previous College practice in Walsh's merit review letter have only one purpose: To rationalize her choice to reduce my salary increase to its very lowest amount since I began teaching at Wellesley College, as the **Table** below, revised from **Charge 4** above to include 2005's Merit Review, amply illustrates:

Year	Monetary Award	% of Salary	Merit Categories of Commendation	Est. Maximum Possible Award	% of Est. Max. Pos. Award	Lost Art Merit Income
1993	\$2935.00*	4%	1. teaching 2. philosophy	\$4402.50 (2 of 3 categs)	66%	-\$1467.50
1996	\$2299.00	2%	1. philosophy 2. art 3. ~teaching	\$4402.50** (3 of 4 categs)	52%	-\$2103.50
1999	\$1806.00	1%	1. teaching 2. philosophy 3. art	\$4402.50 (3 of 4 categs)	41%	-\$2596.50
2002	\$2842.00	2%	1. teaching 2. philosophy 3. art 4. service	\$5870.00 (4 of 4 categories)	48%	-\$3028.00
2005	\$1403.00	1%	1. teaching [art? "not in hand to review"??]	\$2935.00 (2 of 4 categories)	24%	-\$4467.00

In this year's Merit Salary Letter, Walsh has fabricated an unpersuasive and flimsy rationalization for assigning me the lowest salary increase ever, constituting the lowest percentage of my salary, the lowest percentage of the maximum possible reward, and the largest amount of lost art merit income, since Wellesley hired me in 1990.

(13.13) Walsh wrote this letter ten days after I had agreed to Dean Andrew Shennan's request to undertake confidential conflict resolution negotiations. Please see attached **CONFIDENTIAL File Re. Conflict Resolution Negotiations** (22 pages). Her letter expresses quite clearly Walsh's unwillingness or inability to take such negotiations seriously, much less to participate in them in good faith. In light of her letter, her ultimate decision to reject my proposal for resolving our conflict (please see attached **Wellesley Conflict Resolution Proposal, in CONFIDENTIAL File**), on the grounds that Wellesley's payout "is a lot of money when they don't feel they did anything wrong" (please see attached **Planner Notes for Monday, August 15, 2005**) is no surprise. Her statement that my "essential premise that they want me to leave is wrong" is, however, an unusually blatant example of the dishonesty, hypocrisy, and bad faith that has poisoned Walsh's tenure as President of Wellesley College since the first year she took office.

I believe Walsh has neither the motivation nor the capacity to act in the best interests of the College in this matter, nor more generally to honor the codes of conduct she swore to uphold. I believe her behavior to be arbitrary, malicious, and in violation of the law on all of the counts listed above.