

IN THE IOWA DISTRICT COURT IN AND FOR DUBUQUE COUNTY

PAUL F. JEFFRIES,)
)
Plaintiff,)
)
vs.)
)
UNIVERSITY OF DUBUQUE and)
JEFFREY BULLOCK,)
)
Defendants.)

Case No. LACV054295

FILED
05 NOV 10 AM 11:27
CLERK OF DISTRICT COURT
DUBUQUE COUNTY, IOWA

ANSWER TO PETITION AND JURY DEMAND

COME NOW **Defendants, University of Dubuque and Jeffrey Bullock**, by and through their attorneys, Hammer, Simon & Jensen, and for their Answer to Plaintiff's Petition states the following:

Defendants, University of Dubuque and Jeffrey Bullock, deny each and every allegation, matter, statement and thing set forth in Plaintiff's Petition and place Plaintiff, Paul F. Jeffries, to the strictest proof thereof, save and except as the same are hereinafter specifically admitted, qualified, alleged, explained or otherwise answered.

Par. No. 1: Defendants University of Dubuque and Jeffrey Bullock, admit that Dr. Jeffries is a resident of Dubuque County who had been employed as an Associate Professor of Philosophy and Religious Studies at the University of Dubuque.

Par. No. 2: Defendants University of Dubuque and Jeffrey Bullock, admit that the University of Dubuque employed Dr. Jeffries, but, as to the remaining allegations state that these are legal conclusions to which no response is required of these Defendants.

Par. No. 3: Defendants University of Dubuque and Jeffrey Bullock, admit that Dr. Jeffries has academic credentials that were required for his employment at University of Dubuque and that as an employee of University of Dubuque Dr. Jeffries would have been expected to devote time to the University and its mission.

Par. No. 4: Defendants University of Dubuque and Jeffrey Bullock, agree that at some time near or about March, 2005, Dr. Jeffries was appointed the Wendt University Professor.

Par. No. 5: Defendants University of Dubuque and Jeffrey Bullock, admit that somewhere during or near March, 2005, Dr. Jeffries was appointed as the Wendt University

Professor, deny that any one professor is “the ethics faculty member,” and affirmatively state that the Wendt Character Initiative provides that all faculty members are to be involved in the development of the ethical and moral character of the University’s students.

Par. No. 6: Defendants University of Dubuque and Jeffrey Bullock, again admit that somewhere during or near March, 2005, Dr. Jeffries was appointed as the Wendt University Professor.

Par. No. 7: Defendants University of Dubuque and Jeffrey Bullock, again admit that somewhere near or during March, 2005, Dr. Jeffries was appointed as the Wendt University Professor, and again affirmatively state that the Wendt Character Initiative provides that all faculty members are to be involved in the development of the ethical and moral character of the University’s students.

Par. No. 8: Defendants University of Dubuque and Jeffrey Bullock, admit that Dr. Jeffries was employed as a Professor in the philosophy department, and as such taught whatever courses were assigned to him as part of the curriculum.

Par. No. 9: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 9, and affirmatively state that the Board of Trustees does not “grant” tenure, and that the process referred to was a vote by the Board for support of a recommendation to offer tenure to Dr. Jeffries.

Par. No. 10: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations of this paragraph, and affirmatively state that Dr. Jeffries was told that the Board of Trustees voted to give him tenure, to be effective fall, 2005.

Par. No. 11: Defendants University of Dubuque and Jeffrey Bullock, admit the allegations contained in Par. 11.

Par. No. 12: Defendants University of Dubuque and Jeffrey Bullock, admit that Dr. Jeffries had a tenure-track contract, but deny that the University granted him tenure.

Par. No. 13: Defendants University of Dubuque and Jeffrey Bullock, admit that faculty contracts are subject to the terms of the Faculty Handbook, but deny the remaining allegations contained in Par. 13.

Par. No. 14: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations of this paragraph, and affirmatively state that Dr. Jeffries did not “accept” the contract, which had been withdrawn by the time Dr. Jeffries returned it.

Par. No. 15: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 15.

Par. No. 16: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 16.

Par. No. 17: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 17.

Par. No. 18: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 18.

Par. No. 19: Dr. Jeffries has no contract with the University, but if you refer to paragraph 10 of the contract that was offered to, and rejected by, Dr. Jeffries, Defendants admit that its provisions provide that as a University employee, Dr. Jeffries would be expected not to knowingly release, authorize or cause the release of any disparaging, denigrating, or otherwise critical statements of the University to any public media source concerning the educational programs or services offered by the University, nor should he interfere with, or attempt to interfere with, University relationships with alumni, students or prospective students. Under that same provision, in the event of a breach of that provision, recovery of the full amount of all sums paid from the University to the employee may be had.

Par. No. 20: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 20.

Par. No. 21: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 21.

Par. No. 22: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 22.

Par. No. 23: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 23.

Par. No. 24: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 24.

COUNT I - ALLEGED BREACH OF CONTRACT

Par. No. 25: Defendants University of Dubuque and Jeffrey Bullock, replead and incorporate their responses to paragraphs 1 through 24 as fully and completely as if said responses were set forth herein.

Par. No. 26: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 26.

COUNT II - ALLEGATION OF DISCHARGE IN VIOLATION OF PUBLIC POLICY

Par. No. 27: Defendants University of Dubuque and Jeffrey Bullock, replead and incorporate their responses to paragraphs 1 through 26 as fully and completely as if said responses were set forth herein.

Par. No. 28: Defendants University of Dubuque and Jeffrey Bullock, deny each and every allegation contained in Par. 28.

COUNT III - ALLEGED INTERFERENCE WITH CONTRACT

Par. No. 29: Defendants University of Dubuque and Jeffrey Bullock, replead and incorporate their responses to paragraphs 1 through 28 as fully and completely as if said responses were set forth herein.

Par. No. 30: Defendants University of Dubuque and Jeffrey Bullock, deny the allegations contained in Par. 30.

COUNT IV - ALLEGED DEFAMATION

Par. No. 31: Defendants University of Dubuque and Jeffrey Bullock, replead and incorporate their responses to paragraphs 1 through 30 as fully and completely as if said responses were set forth herein.

Par. No. 32: Defendants University of Dubuque and Jeffrey Bullock, deny each and every allegation contained in Par. 32.

Par. No. 33: Defendants University of Dubuque and Jeffrey Bullock deny the implication and deny that there was any dishonest statement made for any “demonstrably false” statements and actions and deny any alleged damage to reputation.

WHEREFORE Defendants, University of Dubuque and Jeffrey Bullock, pray the Court dismiss Plaintiff's Petition with costs assessed against Plaintiff.

AFFIRMATIVE DEFENSES

COME NOW Defendants, University of Dubuque, and Jeffrey Bullock, and hereby submit the following affirmative defenses:

Par. No. 1: Plaintiff fails to state a claim upon which relief can be granted as to each and every Count.