

IN THE IOWA DISTRICT COURT
FOR DUBUQUE COUNTY

FILED
05 OCT 21 AM 10:53
CLERK OF DISTRICT COURT
DUBUQUE COUNTY, IOWA

PAUL F. JEFFRIES ,

Plaintiff,

v.

UNIVERSITY OF DUBUQUE and
JEFFREY BULLOCK

Defendants.

Case No. 01311 LA CV 054295

PETITION AND JURY DEMAND

COMES NOW Plaintiff, Paul F. Jeffries (Dr. Jeffries), through his attorneys, O'BRIEN & GREVE, P.L.C., and for his cause of action against Defendants University of Dubuque (University) and Jeffrey Bullock (Dr. Bullock), states:

COMMON ALLEGATIONS

1. Dr. Jeffries is a resident of Dubuque County who has been employed as an Associate Professor of Philosophy and Religious Studies at the University of Dubuque for approximately four years.
2. The University of Dubuque employed Dr. Jeffries and is subject to state and federal laws governing how employers treat their employees.
3. Dr. Jeffries is a committed and distinguished scholar who has devoted long hours to the University and its mission.
4. At times relevant to this complaint Dr. Jeffries was appointed and served as the Wendt University Professor.

5. During the 2004-2005 academic year, Dr. Jeffries served as the ethics faculty member as specified in the Wendt Character Initiative.
6. In the spring of 2005, the University officially appointed Dr. Jeffries the Wendt University Professor.
7. As Wendt University Professor, Dr. Jeffries had special responsibilities in fulfilling the mission of the Wendt Center for Character Education in being the voice of conscience for the University, to encourage and promote character education and formation among faculty, staff, students, trustees, and alumni and articulate the Initiative outside the University.
8. Dr. Jeffries' duties also included teaching ethics courses which included teaching moral philosophy.
9. The University granted tenure to Dr. Jeffries in May 2005 by a unanimous vote of the Board of Trustees.
10. The University notified Dr. Jeffries that he had been granted tenure by letter on May 17, 2005.
11. Dr. Bullock serves as president of the university.
12. Dr. Jeffries had a tenure-track contract with the University for four years prior to the University granting him tenure.
13. Under the tenure-track contract and provisions in the college faculty handbook, Dr. Jeffries is entitled to substantial notice period in the event the University

terminates his contract.

14. Under Dr. Jeffries' tenure contract, which he accepted in July 2005, the University may not terminate him unless it establishes adequate cause as defined in the faculty handbook and follows specified procedures outlined in the handbook.
15. The University breached its contractual obligations to Dr. Jeffries by terminating him without just cause, by failing to give him notice of termination as required by the faculty handbook, by failing to follow the required procedures in the faculty handbook and by repudiating its tenure contract with Dr. Jeffries without just or adequate cause.
16. Dr. Bullock unjustifiably interfered with Dr. Jeffries' contractual rights by causing the University to breach its contractual obligations.
17. Dr. Bullock wanted Dr. Jeffries fired and caused Dr. Jeffries to be fired because Dr. Jeffries expressed ethical concerns over his responsibilities as Wendt Professor, as the voice of the conscience of the University.
18. Dr. Jeffries expressed concerns about a provision of the proposed contract which is or should be void as against public policy.
19. Under the contract provision at issue, the University required its faculty members to pledge not to criticize the University or pay back all wages paid to them for their services.
20. Dr. Bullock viewed Dr. Jeffries' expressions of ethical concerns as dissent, which

- he would not tolerate from faculty members.
21. At faculty orientation meetings in August 2005, the University's vice-president for academic affairs announced that the University had terminated Dr. Jeffries in part because of his questioning the University's contract provisions.
 22. The University's vice-president likened Dr. Jeffries' actions to discovering that he has an "addiction," or had been inappropriately altering numbers in the budget.
 23. The language used by the vice-president is defamatory per se.
 24. As a result of Defendants' actions, Plaintiff has suffered damages and continues to suffer damages.

COUNT 1- BREACH OF CONTRACT

25. Plaintiff repeats and incorporates the common allegations.
26. The University of Dubuque breached its contractual obligations to Dr. Jeffries.

COUNT 2- DISCHARGE IN VIOLATION OF PUBLIC POLICY

27. Plaintiff repeats and incorporates the common allegations.
28. The University's termination of Dr. Jeffries' employment because of his expression of concern over the contract provision requiring him to repay all of his wages if he criticized the University violates the public policy of Iowa.

COUNT 3- INTERFERENCE WITH CONTRACT

29. Plaintiff repeats and incorporates the common allegations.
30. Dr. Bullock improperly and unjustifiably interfered with Dr. Jeffries' contract by

causing his termination without cause and for expressing his ethical concerns and dissent over the contract provision prohibiting criticism and for his expressions of ethical concerns relating to the Wendt University professorship.

COUNT 4- DEFAMATION

31. Plaintiff repeats and incorporates the common allegations.
32. The University's public announcement that it had terminated Dr. Jeffries' employment invaded his privacy.
33. The University's use of the term "addiction" in discussing Dr. Jeffries' termination and implying that Dr. Jeffries' actions had been dishonest are demonstrably false and damaged his reputation.

JURY DEMAND

Dr. Jeffries demands trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Paul F. Jeffries prays this Court enter judgment against Defendants for money damages for mental pain and suffering; lost wages; bonuses and benefits; damage to his career and reputation; compensatory damages; punitive damages; injunctive relief including the reinstatement of tenure, the costs of this litigation; and for such other and further relief as this Court deems just.

Respectfully submitted,

O'BRIEN, & GREVE, P.L.C.



Dorothy A. O'Brien #08361
2322 East Kimberly Road
Davenport, Iowa 52807
563-355-6060 Telephone
563-355-6666 Facsimile
dao@emprights.com E-Mail

ATTORNEYS FOR PLAINTIFF