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November 13, 2007

VIA E-MAIL AND  
REGULAR U.S. MAIL

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Springfield, Ohio 45501

Re: Townsend v. Antioch University, No. 2007 CV 0745  
(Ct. C.P. Greene County, Ohio filed August 14, 2007)

Dear Counsel:

Enclosed is *Plaintiffs' Notice of Dismissal Without Prejudice* that we intend to file in the above-referenced action today. While my clients have agreed that this case should be terminated, they are extremely concerned about recent actions taken by the administration and remain prepared to initiate new litigation in order to enforce their contractual rights including their collective right to participate in the governance and decision making of Antioch College. However, my clients would prefer to work cooperatively with the University and College administrations and the Alumni Board to ensure the success of the Agreements in Principle rather than initiating further legal action.

In particular, my clients and the College faculty as a whole are concerned that the administration's recent actions, including the letter sent to the faculty on November 9, 2007 by Interim President Andrzej Bloch, are severely undermining the College's ability to successfully implement the Agreements in Principle. Specifically, the position that all of the College's faculty remain terminated and subject to recall at some unspecified date in the future severely undermines the College's ability to recruit and even retain students. This position is also inconsistent with the Agreements in Principle and ignores the faculty's contractual rights under the Faculty Personnel Policies and Procedures. My clients believe that it is simply unconscionable for Antioch University to be raising millions of dollars from the College's alumni for the express purpose of keeping the College open while at the same time taking steps that appear to be intended to thwart that very purpose.

My clients recognize that faculty reductions may be a necessary component of moving forward with the Agreements in Principle. However, my clients believe that the administration should recognize that the basis for the termination letters sent to the faculty in June 2007 (the planned suspension of operations on June 30, 2008) is no longer a reality under the Agreements in Principle as further evidenced by the acceptance of the alumni funds donated to keep the College open. As a result, my clients believe that any reductions should be undertaken consistent with the Faculty Personnel Policies and Procedures and that the faculty should play an integral role in that process.

In order to implement that process, my clients believe that the attached procedure under consideration by the Faculty Senate and ADCIL should be followed. While this process may be painful, my clients believe that an expeditious resolution of the required faculty reductions is critical to the success of the Agreements in Principle and required to ensure fundamental fairness to the students, faculty and the alumni who are committing substantial resources to the College. To do otherwise, risks losing critical faculty members while preventing others from making appropriate plans and deprives current and prospective students of critical information they need to consider in planning their futures. There is simply no reason why the College, working in cooperation with faculty and ADCIL, cannot quickly identify multiple actions that could be undertaken to alleviate financial exigency in accordance with the Agreements in Principle while recognizing that this plan may be subject to change based on future developments. Indeed, it is difficult to understand how the College can maintain its accreditation or recruit students without at least identifying the faculty that will be necessary to implement the Agreements in Principle.

The faculty also believes that they have critical roles to play in implementing other aspects of the Agreements in Principle. First, the faculty is willing to work with the administration in planning the curriculum and academic programs to "ensure Antioch College's future as a distinguished institution of higher learning." In particular, the faculty is prepared to work with the administration to rectify problems created by the ill-conceived Renewal Plan that was hastily implemented in 2004.

Second, the faculty is prepared to work expeditiously with the administration to ensure that the Ohio Board of Regents and the North Central Association of Colleges and Schools will authorize Antioch College to continue to grant credit and award degrees after December, 2008. The faculty believes that by moving forward cooperatively, Antioch College can resume recruiting additional students as soon as possible to ensure the viability of the Agreements in Principle.

As noted above, the faculty are strongly committed to cooperating with the administration and the Alumni Board to ensure the success of the Agreements in

Kathleen M. Trafford, Esq.  
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Principle. My clients also believe that continued litigation could be counterproductive at this point. However, they are gravely concerned by the administration's apparent lack of commitment to the Agreements in Principle and determination to exclude the faculty from its proper role in addressing the challenges that lie ahead. Therefore, my clients request that the administration respond to the following questions by the close of business on Friday, November 16, 2007 so that they can evaluate whether further legal action will be necessary.

1. Please confirm that consistent with the Agreements in Principle, the termination letters issued in June, 2007 are no longer in effect and that Dr. Bloch's letter dated November 9, 2007 to the contrary is rescinded.

2. Please confirm that the administration will follow the Faculty Personnel Policies and Procedures in implementing faculty reductions and that in accordance with Section 59.2, the administration will work with ADCIL in developing a timetable with appropriate conditions and criteria for effecting necessary reductions in faculty.

3. Please confirm that the administration will act expeditiously to maintain degree granting certification with the Ohio Board of Regents and accreditation with the North Central Association of Colleges and Schools and include the faculty in those efforts.

4. Please confirm that consistent with the efforts in 3, the administration will then immediately resume recruiting students, including first year students, for Antioch College for Fall 2008 and beyond, and will include the faculty in those efforts.

Your client's prompt response to these issues will be greatly appreciated. Should your client be unable to confirm any of the foregoing an explanation and/or time frame for undertaking the proposed actions would be given due consideration by my clients. In the meantime, please contact me if you have any questions.

Very truly yours,



W. Evan Price II

WEP/mae  
Enclosure

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11413/03779

#499866v20  
10898/02701

IN THE COURT OF COMMON PLEAS OF GREENE COUNTY, OHIO

PETER TOWNSEND, et al.

Plaintiffs,

Case No. 2007 CV 0745

v.

Judge Wolaver

ANTIOCH UNIVERSITY,

Defendant.

PLAINTIFFS' NOTICE OF DISMISSAL WITHOUT PREJUDICE

Pursuant to Rule 41 of the Ohio Rules of Civil Procedure, Plaintiffs hereby dismisses the above-captioned case without prejudice. Costs to be born by the Plaintiffs.

Respectfully submitted,



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Michael R. Goodstein (0080476)  
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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I certify that Plaintiffs' Notice of Dismissal Without Prejudice was served on Defendant by sending a copy of it to Defendant's attorneys, Kathleen M. Trafford and Kendall S. Verrett, Porter Wright Morris & Arthur LLP, 41 South High Street, Columbus, Ohio 43215, and David A. Weaver and William R. Groves, Martin Browne Hull & Harper P.L.L., One South Limestone Street, Suite 800, Springfield, Ohio 45501, by electronic transmission this 12th day of November, 2007 and by first class United States mail, postage prepaid, this 13th day of November, 2007.

  
W. Evan Price II (0056134)

#536042v1  
11413-03779

## Faculty Termination by least Drastic Means

### Principles:

One: In the event of "financial exigency" the least drastic means of trimming faculty numbers should be enumerated by the faculty itself through the faculty senate and ADCIL in order to maximize the perceived legitimacy of such means, to assure sufficient faculty "locus of control" (a crucial ingredient in the faculty morale necessary for optimal performance in challenging circumstances) and in order to maintain proper faculty control over curricular matters.

Two: The first step in any such process should be the determination of where we stand in regard to faculty numbers for the 2008-09 academic year. We know that the business plan that was "vetted" by the University BOT called for 32.5 faculty members going forward. If that is not the target number we need to know why. If some lower number has been substituted we need to know what that number is and why. If the reply is that the number cannot be precisely determined at this time we need to know clearly who will determine that number, when they will determine it and by what means and criteria the number will be determined.

Three: Regarding the **least drastic means** we should understand the implementation of this principle to begin with any actions that faculty members can take voluntarily **including but not limited to** the following:

1. Voluntary retirement (the SC should quietly and discretely poll the faculty for this information)
2. Accepting jobs elsewhere (same as above)
3. Reduction to less than full time. (Faculty should be given the option of less than full time contracts either on a temporary basis of up to two years or on a permanent basis).
4. Leaves of absence. (All faculty members should be given the option of taking one or two year leaves of absence as provided for in the FPP.)
5. Faculty who volunteer for retirement, reduction or leaves should be offered the opportunity to continue teaching voluntarily at their own initiative.
6. Faculty who choose not to volunteer under numbers one to four above should be polled by the SC regarding the possibility of voluntarily exceeding their course load to offer a fuller set of courses in their own

areas or in areas left uncovered by current and past faculty attrition or the voluntary leaves or reductions from full time of other faculty.

7. Cross listing of courses should resume immediately and all courses that show promise for cross listing should be cross listed, at least for the duration of exigency and more usefully until enrollments and fund raising permit the hiring of a full compliment of faculty.
8. Faculty should have the option of reassignment to administrative roles or other leadership roles which become vacant as the result of attrition, for example, roles in Student Services, in which they are deemed competent to serve, and in which they agree to serve until such time as the re-expansion of the faculty permits their return to the classroom.