

FRANKLIN CIRCUIT COURT
CIVIL BRANCH

DR. JOSEPH MURRAY HAYSE

PLAINTIFF

VS.

COMPLAINT

BOARD OF TRUSTEES of the
UNIVERSITY OF KENTUCKY
and
DEAN JOHN B. STEPHENSON

DEFENDANTS

* * * * *

Comes the Plaintiff for his complaint herein against
Defendants and states:

1. That the Defendant, Board of Trustees of the University of Kentucky ("Trustees") is a body corporate with the power to sue and be sued as provided by KRS 164.160; that the Trustees constitute the governing body of the University of Kentucky;

2. That the Defendant, Dean John B. Stephenson, at all times mentioned herein was an agent, servant or employee of the Defendant-Trustees;

3. That this is an action upon a lawfully authorized written contract between the Plaintiff and the Commonwealth after June 16, 1966 wherein Plaintiff seeks to enforce the contract and has a claim against the Commonwealth for breach of such contract;

4. That all available remedies under any regulation of the contracting agency (Trustees) or any clauses in the contract, have been exhausted;

5. That the within action is authorized by KRS 44.260, et seq.;

6. That on or about the 15th day of August, 1971, Plaintiff was duly appointed as an Instructor in the Honors Program of the University of Kentucky;

7. That Plaintiff continued in the capacity of Instructor in the Honors Program until on or about August 15, 1975 whereupon he was duly appointed Assistant Professor in such Honors Program;

8. That Plaintiff continued in such capacity with the Honors Program of the University of Kentucky until wrongfully terminated as hereinafter set forth;

9. That on or about January 13, 1977, pursuant to the Applicable Governing Regulations of the University of Kentucky ("Regulations"), Plaintiff made application for tenure with promotion to associate professor;

10. That submitted therewith was the recommendation of the Director of the Honors Program and the unanimous recommendation of the faculty of the Honors Program that tenure be granted Plaintiff;

11. That such application and required documentation was forwarded to the Defendant-Stephenson, then Dean of Undergraduate Studies at the University of Kentucky;

12. That contrary to the Regulations the Defendant-Stephenson rejected Plaintiff's application for tenure and promotion;

13. That attached hereto and made a part hereof by reference is a true copy of Section X, AR II-1.0-1 (Page 22) which was in effect at all times mentioned herein, such copy being marked Plaintiff's Exhibit A for identification purposes;

14. That under such regulation and other applicable regulations, the Dean is not empowered or authorized to deny or reject an application for tenure or promotion to the rank of associate professor;

15. That on or about the 15th day of February, 1977, Plaintiff was verbally informed by the Defendant-Stephenson that Plaintiff's application for tenure and promotion had been rejected;

16. That neither on that occasion nor thereafter was Plaintiff informed that the Defendant-Stephenson had failed to conform to the procedures prescribed in the Regulation which is Exhibit A to this complaint;

17. That on or about the 18th day of April, 1977, Plaintiff entered into an employment agreement with the Defendant-Trustees for the period beginning July 1, 1977 to June 30, 1978 as an assistant professor in the Honors Program; That such contract of employment was without the tenure and promotion which Plaintiff was wrongfully denied as aforesaid;

18. That in the Fall of 1977 Plaintiff reapplied for tenure and promotion along with all necessary documentation, including a recommendation of the Director of the Honors Program and a unanimous recommendation of the faculty of the Honors Program that the application be approved;

19. That on or about the 5th day of May, 1978 the Defendant-Stephenson informed Plaintiff that Plaintiff's reapplication for tenure and promotion had been denied;

20. That the Defendants failed to adhere to the Regulation (Plaintiff's Exhibit A) with respect to the procedures pertaining to the granting of tenure and promotion;

21. That the Honors Program of the University of Kentucky

was specifically established for the purpose of providing instruction to exceptional undergraduate students of the University of Kentucky, with an emphasis on quality instruction on the part of such instructors and with a lesser emphasis on scholarly activity of such instructors which might lead to publication by such instructors; That the Honors Program is a unique department at the University of Kentucky in that regard;

22. That in addition to the wrongful denial of tenure to Plaintiff as aforesaid, by Defendants in failing to conform to its own procedures the Defendants wrongfully denied tenure and promotion to Plaintiff based on a deficiency of scholarly activity leading toward publication;

23. That Plaintiff was an excellent instructor as Defendants acknowledged in informing him that his application for tenure and promotion had been rejected; That Plaintiff had, in fact, as was known to Defendants, authored scholarly works which had been published and had engaged in scholarly activity leading toward publication.

24. That a denial of tenure and promotion to Plaintiff as an instructor in the Honors Program at the University of Kentucky as the same was structured by the Defendant-Trustees based solely on a claimed deficiency in publications, is wrongful;

25. That the regulations of the University of Kentucky and the policies of the Defendant-Trustees with respect to the nature of the Honors Program, are a part of the contract of Plaintiff with the Defendant-Trustees;

26. That by reason of the wrongful denial of tenure and promotion by Defendants as aforesaid, Plaintiff ought to be awarded

tenure at the rank of associate professor pursuant to his rights under the contract with the Defendant-Trustees under the Regulations of the University of Kentucky and the policy of the Defendant-Trustees with respect to the Honors Program of the University of Kentucky, effective with the school year commencing July 1, 1978 and ending June 30, 1979;

27. Further, Plaintiff ought to recover of the Defendants the compensation he would have been paid during such school year, but for the wrongful denial of tenure and promotion by Defendants as aforesaid, and each school year thereafter, until reinstated.

WHEREFORE, Plaintiff demands that the Court declare that denial of tenure to Plaintiff herein by Defendants was wrongful; That plaintiff be awarded tenure at the rank of associate professor with the Defendant-Trustees, effective July 1, 1978 and that he recover of Defendants such sums he would have been paid during the school year and each school year thereafter until reinstated, his costs herein expended and any and all other relief to which he may appear entitled.