

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM ABBEVILLE COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Circuit Court Case No. 2012-CP-01-00158

Opinion No. 5571 (S.C. Ct. App. Filed June 27, 2018)
Appellate Case No. 2015-002090

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S.C. SUPREME COURT

William Crenshaw,

Respondent,

v.

Erskine College and David Norman,

Petitioners.

APPENDIX VOLUME 3 OF 3

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In The Court of Appeals

APPEAL FROM ABBEVILLE COUNTY
Court of Common Pleas
Eugene C. Griffith, Jr., Circuit Court Judge

Court of Appeals Case No. 2015-002090

William Crenshaw, ...Appellant

v.

Erskine College and David Norman, ... Respondents.

RECORD ON APPEAL VOLUME III OF III

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1 COLLEGIAL - ANYWAY, YOU HAVE NO EVIDENCE FOR THAT.
2 YOU WON'T KNOW IF IT'S ANTI-COLLEGIAL UNTIL WE MAKE
3 MY APOLOGY. CAN YOU NOT SEE THE CIRCLE YOU'RE IN?

4 BY DR. NORMAN:

5 AND WHAT I'M TRYING TO DO IS I'M TRYING TO
6 RESOLVE THIS ISSUE ---

7 BY DR. CRENSHAW:

8 KEEP TALKING.

9 BY DR. NORMAN:

10 --- AT THE LEVEL OF A PERSONAL RELATIONSHIP
11 RATHER THAN GOING INTO FULL ORBED ACCUSATIONS,
12 BECAUSE I BELIEVE THAT'S WHAT THE POLICY CALLS FOR.

13 BY DR. CRENSHAW:

14 YOU'RE GOING TO GET SO SCREWED OVER.

15 BY DR. NORMAN:

16 OKAY. I LOOK FORWARD TO IT.

17 BY DR. CRENSHAW:

18 YOU WON'T. BECAUSE WHAT YOU'RE SAYING, JUST IN
19 A CIRCLE, JUST REPEAT FOR THE - YOU'RE ACCUSING THE
20 UNCOLLEGIALITY WHICH WE WON'T KNOW THAT HAS ACTUALLY
21 OCCURRED UNTIL WE SEE HOW THEY RESPOND TO MY
22 APOLOGY.

23 BY DR. NORMAN:

24 NO, THAT'S NOT WHAT I ---

25 BY DR. CRENSHAW:

DEFENDANTS
0449
CONFIDENTIAL

1 THAT'S WHAT YOU DID SAY. I'M SORRY. YOU SAID
2 THAT ALREADY. YOU SAID WE WILL KNOW WHETHER YOU
3 OFFENDED PEOPLE WHEN YOU APOLOGIZE.

4 BY DR. NORMAN:

5 WELL, GO BACK AND LISTEN TO THE TAPE. I THINK
6 WHAT YOU WILL HEAR ---

7 BY DR. CRENSHAW:

8 OH, I'M GOING TO RECORD THE TAPE. I WILL
9 LISTEN TO THE TAPE. MY LAWYER WILL HEAR THE TAPE.
10 YOU BETTER BELIEVE IT ON TAPE, I'LL PLAY THIS AGAIN.

11 BY DR. NORMAN:

12 WELL, AND I'M HEARING VERY LOUD AND CLEAR YOUR
13 ATTEMPT TO THREATEN ME.

14 BY DR. CRENSHAW:

15 NO, I'M NOT THREATENING YOU. I'VE TOLD YOU
16 THAT I WANT THIS - IF THIS IS CLARIFIED, WE DON'T
17 HAVE TO GO TO COURT. BUT ---

18 BY DR. NORMAN:

19 DO YOU THINK WE'RE PARTICIPATING IN CIVIL
20 DIALOGUE RIGHT NOW? LIKE, IS THAT WHAT YOU'RE
21 TRYING TO DO, WHEN YOU'RE TALKING ABOUT COURT AND
22 STUFF? ARE YOU REALLY TRYING TO HAVE A CIVIL
23 DISCUSSION?

24 BY DR. CRENSHAW:

25 ARE YOU? YOU'RE WITHHOLDING INFORMATION FROM

1 ME AND YOU JUST KEEP REPEATING STUFF AND BROWBEATING
2 ME. YOU'RE THE ONE THREATENING ME WITH MY JOB. IS
3 THAT CIVIL?

4 BY DR. NORMAN:

5 WHAT I'M TRYING TO DO IS HELP YOU FIND A WAY TO
6 KEEP YOUR JOB.

7 BY DR. CRENSHAW:

8 NO. AND BY THAT, YOU MEAN I NEED TO APOLOGIZE
9 FOR STUFF THAT YOU SAY WON'T BE REVEALED UNTIL AFTER
10 I APOLOGIZE.

11 BY DR. NORMAN:

12 WHAT I'M SAYING IS THAT YOU HAVE - YOU HAVE
13 ENGAGED IN PERSONAL CONDUCT WHICH HAS SUBSTANTIALLY
14 IMPAIRED YOUR FULFILLMENT OF YOUR INSTITUTIONAL
15 RESPONSIBILITIES ---

16 BY DR. CRENSHAW:

17 ALL RIGHT. STOP RIGHT THERE.

18 BY DR. NORMAN:

19 AND THAT IS ---

20 BY DR. CRENSHAW:

21 WHAT PERSONAL CONDUCT AND - WELL, FIRST OF ALL,
22 TELL ME WHAT THE IMPAIRMENT IS. WHAT HAVE I
23 IMPAIRED? WHAT INSTITUTIONAL RESPONSIBILITY HAVE I
24 IMPAIRED MY ABILITY TO DO?

25 BY DR. NORMAN:

DEFENDANTS
0451
CONFIDENTIAL

1 YOU HAVE BROKEN RELATIONSHIPS WITH ---
2 BY DR. CRENSHAW:
3 WHAT ---
4 BY DR. NORMAN:
5 --- SEVERAL OF YOUR ---
6 BY DR. CRENSHAW:
7 WHAT RELATIONSHIP? NAME ONE. JUST NAME ONE.
8 JUST ONE, ONE PARTICULAR RELATIONSHIP I'VE BROKEN.
9 BY DR. NORMAN:
10 AS A COURTESY TO YOU, TO HELP YOU TO UNDERSTAND
11 WHAT I'M TALKING ABOUT ---
12 BY DR. CRENSHAW:
13 PLEASE.
14 BY DR. NORMAN:
15 I WILL ---
16 BY DR. CRENSHAW:
17 I'M SO DUMB. I NEED IT. PLEASE.
18 BY DR. NORMAN:
19 OKAY. MARK PEELER.
20 BY DR. CRENSHAW:
21 PEELER? PEELER MADE AN ACCUSATION TO ME. HE
22 WASN'T EVEN THERE. PEELER SIGNED SOMETHING THAT HE
23 DIDN'T EVEN CHECK OUT. I DIDN'T DO ANYTHING TO
24 PEELER. PEELER BROKE RELATIONSHIPS WITH ME BY
25 MAKING FALSE ACCUSATIONS. HE ---

DEFENDANTS
0452
CONFIDENTIAL

1 BY DR. NORMAN:

2 DO YOU THINK YOU HAVE A BROKEN RELATIONSHIP
3 WITH PEELER RIGHT NOW?

4 BY DR. CRENSHAW:

5 I DON'T EVEN - YOU KNOW, I WOULDN'T KNOW MARK
6 PEELER TO SEE HIM. HE WOULDN'T - WE'VE NEVER SPOKEN
7 TO EACH OTHER. HOW WOULD WE HAVE A BROKEN
8 RELATIONSHIP? NOW, WHO MADE THE - AND LET ME ASK
9 YOU THIS. WHO MADE THE ACCUSATION? WHAT DID I -
10 TELL ME WHAT I DID TO BREAK THE RELATIONSHIP WITH
11 MARK PEELER. NAME THE THING I DID.

12 BY DR. NORMAN:

13 MY POINT IS THAT YOU HAVE A BROKEN RELATIONSHIP

14 ---

15 BY DR. CRENSHAW:

16 NO, YOU CAN'T NAME IT BECAUSE THERE ISN'T ONE.
17 I DIDN'T BREAK THE RELATIONSHIP. PEELER DID BY
18 MAKING THE ACCUSATION. YOU CAN'T NAME IT BECAUSE
19 THERE ISN'T ONE. YOU DON'T EVEN HAVE ONE IN YOUR
20 MIND. IF YOU DO, TELL ME, AS A COURTESY TO DUMB OLD
21 ME.

22 BY DR. NORMAN:

23 OKAY.

24 BY DR. CRENSHAW:

25 TELL ME WHAT I DID TO PEELER TO BREAK THIS

DEFENDANTS
0453
CONFIDENTIAL

1 RELATIONSHIP.

2 BY DR. NORMAN:

3 YOU DISPARAGED THE ATHLETIC TRAINING
4 DEPARTMENT.

5 BY DR. CRENSHAW:

6 IN WHAT WAY DID I DISPARAGE THE ATHLETIC
7 TRAINING DEPARTMENT.

8 BY DR. NORMAN:

9 YOU SAID THEY DIDN'T - YOU DIDN'T - THEY DIDN'T
10 KNOW WHAT THEY WERE DOING.

11 BY DR. CRENSHAW:

12 WHEN DID I - DID I USE THOSE WORDS?

13 BY DR. NORMAN:

14 NO. NO, YOU DIDN'T USE THOSE WORDS. I'M ---

15 BY DR. CRENSHAW:

16 WELL, THEN - THEN, HOW DID ---

17 BY DR. NORMAN:

18 --- SUMMARIZING ---

19 BY DR. CRENSHAW:

20 HOW DID - WELL, WAIT A MINUTE. THEN, YOU'VE
21 GOT TO GIVE ME THE EXACT - WHAT DID I DO - I DID SAY
22 THEY ACCUSED ME OF THAT, BUT I NEVER DID THAT.

23 BY DR. NORMAN:

24 NO, ACTUALLY, WHAT I'M TRYING TO DO IS GIVE YOU
25 A REMEDIAL LESSON HERE BECAUSE ---

DEFENDANTS
0454
CONFIDENTIAL

1 BY DR. CRENSHAW:

2 OH, THANK YOU. YOU'RE THE AGE OF MY SON.

3 THANK YOU.

4 BY DR. NORMAN:

5 THAT'S WHAT YOU WERE ASKING.

6 BY DR. CRENSHAW:

7 NO. OH, COME ON. COME ON, DAVID. GIVE ME THE
8 REMEDIAL LESSON.

9 BY DR. NORMAN:

10 I SAID ---

11 BY DR. CRENSHAW:

12 YOU DON'T EVEN - HOW CAN YOU GIVE ME A LESSON
13 WHEN YOU DON'T EVEN HAVE THE DETAILS? YOU DON'T
14 HAVE THE DETAILS?

15 BY DR. NORMAN:

16 DO YOU HONESTLY THINK YOU HAVEN'T OFFENDED ---

17 BY DR. CRENSHAW:

18 THEY - THE OFFENSE COULD BE IN THE EYE OF THE
19 BEHOLDER. I DIDN'T BREAK THAT RELATIONSHIP. I
20 DIDN'T FILE CHARGES. AND EACH OF THOSE CHARGES THAT
21 HE FILED, I'VE TOLD YOU I HAVE REFUTED AND CAN
22 REFUTE IN COURT FACTUALLY. FACTUALLY.

23 BY DR. NORMAN:

24 SINCE YOU LIKE ANALOGIES, LET'S GO BACK TO ---

25 BY DR. CRENSHAW:

DEFENDANTS
0455
CONFIDENTIAL

1 I DON'T LIKE ANALOGIES. YOU'RE THE ONE THAT
2 STARTED IT ---

3 BY DR. NORMAN:

4 OKAY. WELL, THEN ---

5 BY DR. CRENSHAW:

6 --- WITH THE CHAIR.

7 BY DR. NORMAN:

8 NO, I'M NOT ---

9 BY DR. CRENSHAW:

10 WITH THE CHAIR, YOU STARTED THE ANALOGY. GO
11 AHEAD.

12 BY DR. NORMAN:

13 NO, IF YOU DON'T WANT AN ANALOGY, THEN ---

14 BY DR. CRENSHAW:

15 WELL, I DON'T CARE. I'M NOT INTERESTED IN
16 ANALOGY. I'M INTERESTED IN FACTS.

17 BY DR. NORMAN:

18 OKAY.

19 BY DR. CRENSHAW:

20 AND THAT'S WHAT YOU DON'T GET.

21 BY DR. NORMAN:

22 THE FACT IS YOU DO NOT - YOU HAVE A BROKEN
23 RELATIONSHIP.

24 BY DR. CRENSHAW:

25 NO, THAT'S NOT THE FACT. THE FACT IS, LOOK,

1 WHAT YOU SHOULD BE LOOKING AT, WHAT ANY DECENT
2 GRIEVANCE PHILOSOPHY WOULD BE LOOKING AT IS WHO
3 BROKE THE RELATIONSHIP AND WERE THE ACCUSATIONS
4 AGAINST ME ACCURATE. YOU'VE NOT EVEN INVESTIGATED
5 THAT. YOU HAVE NOT EVEN INVESTIGATED WHETHER THE
6 ACCUSATIONS WERE ACCURATE OR NOT.

7 BY DR. NORMAN:

8 THAT'S AN INTERESTING ASSERTION, BUT THAT'S NOT
9 WHAT WE'RE TALKING ABOUT RIGHT NOW.

10 BY DR. CRENSHAW:

11 OH, IT IS WHAT WE'RE TALKING ABOUT, BECAUSE
12 YOU'RE ACCUSING ME OF HAVING A BROKEN RELATIONSHIP,
13 BUT THAT'S LIKE ACCUSING ---

14 BY DR. NORMAN:

15 ARE YOU SAYING YOU DON'T HAVE A BROKEN
16 RELATIONSHIP ---

17 BY DR. CRENSHAW:

18 I DON'T HAVE ANY RELATIONSHIP. I DIDN'T BREAK
19 ANY RELATIONSHIP. YOU'RE ASKING ME TO APOLOGIZE FOR
20 A BROKEN RELATIONSHIP THAT I DIDN'T BREAK. YOU'RE
21 ASKING ME, AND I'LL SAY IT SLOWLY FOR THE TAPE, TO
22 APOLOGIZE FOR WHAT YOU SAY IS A BROKEN RELATIONSHIP
23 THAT I DIDN'T BREAK.

24 BY DR. NORMAN:

25 YEAH.

DEFENDANTS
0457
CONFIDENTIAL

1 BY DR. CRENSHAW:

2 COOL.

3 BY DR. NORMAN:

4 OR YOU COULD DEMONSTRATE THAT YOU DON'T
5 ACTUALLY HAVE A BROKEN RELATIONSHIP.

6 BY DR. CRENSHAW:

7 WHY DOESN'T MARK DEMONSTRATE THAT HE DOESN'T
8 HAVE A BROKEN RELATIONSHIP?

9 BY DR. NORMAN:

10 BECAUSE MARK'S NOT THE ONE IN THIS CONVERSATION
11 RIGHT NOW ---

12 BY DR. CRENSHAW:

13 WHY ISN'T HE IN THIS CONVERSATION?

14 BY DR. NORMAN:

15 BECAUSE HE HASN'T DONE THE THINGS THAT YOU'VE
16 DONE.

17 BY DR. CRENSHAW:

18 WHAT HAVE I DONE?

19 BY DR. NORMAN:

20 YOU HAVE - YOU HAVE OFFENDED YOUR COLLEAGUES

21 ---

22 BY DR. CRENSHAW:

23 NO, YOU - DAVID, YOU'RE GOING AROUND IN
24 CIRCLES, BECAUSE YOU'VE SAID AGAIN WHEN I MAKE THE
25 APOLOGY, THEN WE'LL KNOW IF I'VE OFFENDED MY

DEFENDANTS
0458
CONFIDENTIAL

1 COLLEAGUES. SO, YOU DON'T KNOW THAT I'VE OFFENDED
2 MY COLLEAGUES. YOU HAVE NO EVIDENCE THAT I'VE
3 OFFENDED MY COLLEAGUES.

4 BY DR. NORMAN:

5 IF YOU HAVEN'T OFFENDED YOUR COLLEAGUES, THEN

6 ---

7 BY DR. CRENSHAW:

8 WELL, IF MARK ---

9 BY DR. NORMAN:

10 THEN THAT WILL WRITE THIS LETTER REAL EASY.

11 BY DR. CRENSHAW:

12 IF MARK HASN'T OFFENDED ---

13 BY DR. NORMAN:

14 IT'S GOING TO BE SO EASY FOR YOU ---

15 BY DR. CRENSHAW:

16 IF MARK HASN'T OFFENDED HIS COLLEAGUES, THEN HE
17 COULD WRITE THE LETTER REALLY QUICKLY.

18 BY DR. NORMAN:

19 IF YOU - IF YOU HAVEN'T DONE - IF THESE GUYS
20 AREN'T MAD AT YOU, RIGHT, IF YOU HAVEN'T DONE
21 ANYTHING TO OFFEND THEM, THIS IS GOING TO BE SO
22 EASY.

23 BY DR. CRENSHAW:

24 SO, SO, SO, IF THE - SO, YOU'RE SAYING THAT
25 MAKING - LET'S ASSUME THAT I MADE THEM MAD. YOU'VE

DEFENDANTS
0459
CONFIDENTIAL

1 NOT DEMONSTRATED THAT AT ALL. WHAT YOU'RE SAYING IS
2 MAKING COLLEAGUES MAD IS GROUNDS FOR DISMISSAL.

3 BY DR. NORMAN:

4 WHAT I'M SAYING IS - YOUR FACIAL EXPRESSIONS
5 ARE TRIPPING ME OUT. WHAT I'M TRYING TO SAY IS THAT
6 YOU HAVE ENGAGED IN PERSONAL CONDUCT WHICH HAS ---

7 BY DR. CRENSHAW:

8 DESCRIBE THE PERSONAL CONDUCT. IN OTHER WORDS,
9 YOU SAY I'VE - YOU KNOW, WHAT IS THE PERSONAL
10 CONDUCT THAT I'VE DONE? YOU HAVE NO EVIDENCE, NO
11 CHARGE, NO SPECIFICS.

12 BY DR. NORMAN:

13 YOU KNOW, THERE'S A DIFFERENCE BETWEEN SAYING
14 THAT YOU DON'T KNOW A FACT AND SAYING THAT THE FACT
15 IS NOT THERE.

16 BY DR. CRENSHAW:

17 THAT WHO DOESN'T KNOW?

18 BY DR. NORMAN:

19 THERE'S A DIFFERENCE BETWEEN EPISTEMOLOGY AND
20 METAPHYSICS. LIKE ---

21 BY DR. CRENSHAW:

22 WELL, I'M NOT TALKING - OH, COME ON. WE'RE
23 TALKING ABOUT SPECIFIC FACTS. ARE YOU SAYING YOU
24 DON'T KNOW THE FACT OR THE FACT ISN'T THERE?

25 BY DR. NORMAN:

DEFENDANTS
0460
CONFIDENTIAL

1 I'M ---
2 BY DR. CRENSHAW:
3 DO YOU KNOW THE FACT?
4 BY DR. NORMAN:
5 I AM REMARKING WHENEVER - BECAUSE YOU KEEP
6 SAYING THAT I DON'T ---
7 BY DR. CRENSHAW:
8 DO YOU - I'M ASKING A SIMPLE QUESTION. DO YOU
9 KNOW THE FACT?
10 BY DR. NORMAN:
11 WHAT FACT?
12 BY DR. CRENSHAW:
13 THE FACT THAT YOU'RE ACCUSING ME OF.
14 BY DR. NORMAN:
15 DO I KNOW THE FACT THAT I'M ACCUSING YOU OF?
16 BY DR. CRENSHAW:
17 THE FACTS BEHIND THESE GENERAL ACCUSATIONS,
18 THESE ABSTRACT AND GENERAL COMMENTS THAT YOU'RE
19 MAKING, THE FACT, FOR EXAMPLE, THAT I'VE OFFENDED MY
20 FACULTY MEMBERS. IF YOU KNOW THAT I'VE OFFENDED
21 FACULTY MEMBERS, TELL ME HOW.
22 BY DR. NORMAN:
23 I HAVE GOOD REASON TO BELIEVE THAT YOU HAVE
24 OFFENDED YOUR FACULTY MEMBERS' ---
25 BY DR. CRENSHAW:

DEFENDANTS
0461
CONFIDENTIAL

1 WHAT REASONS DO YOU HAVE?

2 BY DR. NORMAN:

3 WELL, GRIEVANCE LETTERS ---

4 BY DR. CRENSHAW:

5 THE GRIEVANCE - BUT - BUT DON'T YOU UNDERSTAND

6 THOSE ARE JUST ACCUSATION ---

7 BY DR. NORMAN:

8 I HAVE ---

9 BY DR. CRENSHAW:

10 WAIT A MINUTE.

11 BY DR. NORMAN:

12 I HAVE TWO ---

13 BY DR. CRENSHAW:

14 WAIT A MINUTE. WAIT A MINUTE. WAIT, WAIT,

15 WAIT, WAIT, WAIT, WAIT. LET'S TAKE THEM ONE AT A

16 TIME.

17 BY DR. NORMAN:

18 OKAY.

19 BY DR. CRENSHAW:

20 THE GRIEVANCE LETTERS ARE SIMPLY ACCUSATIONS

21 THAT HAVE TO BE - THE TRUTH OF WHICH HAS TO BE

22 DETERMINED. YOU HAVE NOT OFFERED A PROCESS FOR THAT

23 TO HAPPEN YET. THE FIRST I'VE TRIED TO - I TRIED

24 GOING WITH THE FIRST PROCESS. THAT WAS MEDIATION.

25 THEY ALL REFUSED. SO, IT SEEMS TO ME THEY BROKE THE

DEFENDANTS
0462
CONFIDENTIAL

1 RELATIONSHIP. I WAS WILLING TO JOIN THE
2 RELATIONSHIP BACK THERE. THEY BROKE IT. THEY SENT
3 IT TO A COMMITTEE THAT WAS INAPPROPRIATE TO HEAR THE
4 ADJUDICATION, AND THEN WHEN THE OPPORTUNITY TO
5 ADJUDICATE IT CAME, YOU CHANGED THE CHARGES. SO, I
6 HAVE NOT HAD THE OPPORTUNITY TO ADDRESS THESE ISSUES
7 YOU'RE TALKING ABOUT. NOT ONLY HAVE YOU NOT
8 PROVIDED ME WITH THE OPPORTUNITY, YOU HAVE ACTUALLY
9 SUBVERTED THE POSSIBILITY OF HAVING THOSE PARTICULAR
10 INITIAL CHARGES HEARD THROUGH YOUR ACTIONS. YOU
11 DON'T HAVE A LEG TO STAND ON.

12 BY DR. NORMAN:

13 THOSE ARE INTERESTING ALLEGATIONS ---

14 BY DR. CRENSHAW:

15 THEY'RE NOT ALLEGATIONS. THOSE ARE FACTS. IT
16 IS A FACT THAT THE GRIEVANCE COMMITTEE COULD NOT
17 HEAR THIS THING BECAUSE IT WAS NOT PART OF ITS
18 CHARGE. IT IS A FACT THAT I SAID I WOULD MEDIATE
19 AND THEY SAID THEY WOULDN'T. IT IS A FACT THAT WHEN
20 YOU CREATED THIS OTHER COMMITTEE, NONE OF THE
21 ORIGINAL GRIEVANCES APPEARED IN THAT - THE SPECIFIC
22 GRIEVANCES DID NOT APPEAR IN WHAT YOU WROTE UP.
23 THOSE ARE FACTS. THOSE ARE FACTS THAT THERE ARE
24 DOCUMENTS FOR. THEY CAN BE SHOWN TO BE TRUE. THOSE
25 AREN'T ALLEGATIONS. DO YOU NOT UNDERSTAND THE

DEFENDANTS
0463
CONFIDENTIAL

1 DIFFERENCE BETWEEN AN ALLEGATION LIKE YOU'VE PUT
2 HERE, AND A FACT LIKE I JUST STATED?

3 BY DR. NORMAN:

4 I'M GOING TO TRY AND COMPLETE THAT SENTENCE
5 AGAIN. THOSE ARE INTERESTING ALLEGATIONS, BUT THEY
6 REALLY DON'T HAVE ANY BEARING ---

7 BY DR. CRENSHAW:

8 THEY HAVE EVERY BEARING. WELL, LOOK, YOU'RE -
9 IN ORDER TO FIRE ME, YOU'VE GOT TO SHOW SPECIFIC
10 MISCONDUCT. YOU HAVE NOT SHOWN ME ANYTHING I CAN
11 ADDRESS. YOU HAVE NOT - YOU'VE CALLED ME UP HERE,
12 SO LET ME GET THIS ON TAPE. YOU CALLED ME UP HERE
13 AS PART ONE TO TRY TO SOLVE THIS PROBLEM NOW, BUT
14 YOU HAVE NOT GIVEN ME ANYTHING I CAN ADDRESS
15 SPECIFICALLY TO DEAL WITH WHAT YOU SAY IS A PROBLEM.
16 THE ---

17 BY DR. NORMAN:

18 I'M TELLING YOU VERY, VERY SPECIFICALLY ---

19 BY DR. CRENSHAW:

20 NO. NO ---

21 BY DR. NORMAN:

22 --- WHAT YOU CAN DO ---

23 BY DR. CRENSHAW:

24 EXCUSE ME. YOU TOLD ME WHAT YOU CAN DO. YOU
25 DON'T UNDERSTAND. YOU DON'T UNDERSTAND. YOU'VE

DEFENDANTS
0464
CONFIDENTIAL

1 TOLD ME WHAT YOU CAN DO, BUT THE QUESTION IS STILL
2 WHAT I CAN DO ABOUT WHAT. YOU HAVE NOT GIVEN ME
3 ANYTHING, ANY REAL CHARGES. YOU HAVE NOT SAID HE
4 DID THIS WRONG HERE. HE OFFENDED THIS PERSON HERE.
5 YOU SAID YOU'VE GOT A PRETTY GOOD REASON TO THINK I
6 HAVE OFFENDED PEOPLE. THAT WILL NOT STAND.

7 BY DR. NORMAN:

8 LET ME BE CLEAR. YOUR ---

9 BY DR. CRENSHAW:

10 OH, YOU'RE CLEAR, DAVID.

11 BY DR. NORMAN:

12 YOUR CONSIDERABLE LACK OF CIVILITY AND
13 COLLEGIABILITY COMBINED WITH YOUR TOXIC LEVELS OF
14 PERSONAL ARROGANCE, DEFENSIVENESS AND DEMONSTRATED
15 DISDAIN FOR THE POLICIES AND PROCEDURES PUT IN PLACE
16 TO DEFINE AND DEFEND OUR ACADEMIC COMMUNITY HAS
17 DEMONSTRATED ITSELF IN PERSONAL CONDUCT, WHICH
18 SUBSTANTIALLY IMPAIRS YOUR FULFILLMENT OF
19 INSTITUTIONAL RESPONSIBILITIES.

20 BY DR. CRENSHAW:

21 THE FIRST QUESTION ANY - YOUR - ANYBODY WOULD
22 ASK AFTER THAT IS SHOW ME WHAT YOU MEAN. IN OTHER
23 WORDS, THAT SHOULD BE THE TOPIC SENTENCE OF A
24 PARAGRAPH OR OF A BULLET POINT SECTION. AND THEN,
25 YOU COULD BULLET POINT THOSE PERSONAL BEHAVIORS OR

DEFENDANTS
0465
CONFIDENTIAL

1 THOSE OFFENSES AND ALL THAT STUFF. BUT YOU'VE NOT -
2 IT'S NOT THAT YOU'RE NOT WILLING TO DO IT. IT'S
3 THAT YOU CAN'T, BECAUSE YOU DON'T HAVE SPECIFIC
4 DETAILS TO BACK THAT UP.

5 BY DR. NORMAN:

6 THAT'S AN INTERESTING ALLEGATION, BUT THAT'S
7 NOT WHAT WE'RE TALKING ABOUT HERE.

8 BY DR. CRENSHAW:

9 OH, IT IS WHAT WE'RE TALKING ABOUT. HOW DO YOU
10 - THAT'S ---

11 BY DR. NORMAN:

12 DO YOU DENY THAT ---

13 BY DR. CRENSHAW:

14 YES.

15 BY DR. NORMAN:

16 OKAY. SO, YOU THINK YOU'RE INNOCENT ---

17 BY DR. CRENSHAW:

18 UNTIL YOU GIVE ME - INNOCENT OF WHAT? UNTIL
19 YOU GIVE ME - LOOK, YOU CAN'T SAY - YOU DON'T GET
20 SOMEBODY IN THIS KIND OF SITUATION AND ARE YOU
21 INNOCENT OF WHAT I THINK YOU MAY HAVE DONE. YOU'VE
22 GOT TO SAY ARE YOU INNOCENT OF THIS PARTICULAR
23 ISSUE, THIS CHARGE. YOU HAVE TO MAKE CHARGES.
24 YOU'VE NOT MADE CHARGES. THE CHARGES HAVE TO BE
25 SPECIFIC. YOU CAN'T JUST THINK I THINK YOU'RE A

DEFENDANTS
0466
CONFIDENTIAL

1 BURGLAR. YOU'VE GOT TO SAY ON THIS NIGHT AT THIS
2 TIME, YOU BROKE INTO THIS HOUSE AND STOLE THESE
3 ITEMS.

4 BY DR. NORMAN:

5 AND THAT WILL COME LATER IN THE PROCESS IF WE
6 GET TO THAT.

7 BY DR. CRENSHAW:

8 OH, WELL, WE MAY HAVE TO GET TO THAT BECAUSE
9 YOU'RE NOT LETTING ME - YOU'RE NOT GIVING ME ENOUGH
10 - I'M NOT SAYING WE NEED TO GO TO THE NEXT LEVEL.
11 I'M SAYING YOU ARE NOT GIVING ME - I WILL BE WILLING
12 TO MAKE WHATEVER APOLOGIES ARE NECESSARY WHEN I SEE
13 THE EVIDENCE OF WHAT I HAVE DONE WRONG. WHEN YOU
14 SHOW ME THAT YOUR ALLEGATIONS, THE FACTS BEHIND YOUR
15 ALLEGATIONS. YOU'VE - YOU CAN'T ASK ME TO - YOU
16 YOURSELF HAVE SAID THE APOLOGY ITSELF WOULD REVEAL
17 IF THE ACCUSATION WAS TRUE.

18 BY DR. NORMAN:

19 UH-HUH.

20 BY DR. CRENSHAW:

21 AND YOU AGREE THAT'S WHAT YOU SAID?

22 BY DR. NORMAN:

23 YEAH, MORE OR LESS, YEAH.

24 BY DR. CRENSHAW:

25 THANK YOU. SO ---

DEFENDANTS
0467
CONFIDENTIAL

1 BY DR. NORMAN:

2 AND I THINK I CAN EXPLAIN - I MEAN, YOU KNOW, I
3 THINK I CAN EXPLAIN TO YOU HOW THAT - I THINK YOU
4 COULD UNDERSTAND HOW THAT WILL WORK, RIGHT? IF YOU
5 HAVE NOTHING TO APOLOGIZE FOR, IF YOU GO IN AND YOU
6 SAY, HEY, SORRY, GUYS, AND THEY SAY, YOU HAVE
7 NOTHING TO APOLOGIZE FOR. THEN YOU SAY, OH, OKAY.
8 WELL, THEN, WILL YOU WRITE ME A LETTER ACCEPTING THE
9 APOLOGY? WELL, SURE, OF COURSE. YOU'VE DONE
10 NOTHING. DR. CRENSHAW, YOU'RE - YOU KNOW, YOU'RE
11 OUR TEACHER OF THE YEAR. YOU KNOW, YOU HAVEN'T DONE
12 ANYTHING WRONG. AND THEN, YOU GET THAT LETTER - YOU
13 GET THAT LETTER BACK AND EVERYTHING'S HUNKY DORY.
14 THIS IS NO BIG DEAL. AND THAT'S WHY WE DON'T NEED
15 TO GO DOWN INTO THE ---

16 BY DR. CRENSHAW:

17 OH, NONSENSE. WE'RE NOT GOING DOWN IT BECAUSE
18 YOU DON'T HAVE ANYTHING. YOU'VE GOT AN EMPTY HAND.

19 BY DR. NORMAN:

20 WE'RE NOT PLAYING POKER HERE, BILL.

21 BY DR. CRENSHAW:

22 YES, WE ARE. OH, INDEED, WE ARE. WE'RE
23 PLAYING HIGH STAKES POKER.

24 BY DR. NORMAN:

25 OKAY.

DEFENDANTS
0468
CONFIDENTIAL

1 BY DR. CRENSHAW:

2 AND YOU KNOW IT.

3 BY DR. NORMAN:

4 I'M SORRY YOU THINK THAT.

5 BY DR. CRENSHAW:

6 NO, YOU'RE NOT. YOU'RE NOT SORRY AT ALL. YOUR
7 OBJECT IS TO GET ME FIRED. THAT IS YOUR OBJECT.
8 AND I'VE BEEN TELLING PEOPLE THAT THAT WAS COMING
9 SOON.

10 BY DR. NORMAN:

11 THAT'S AN INTERESTING ASSERTION.

12 BY DR. CRENSHAW:

13 AND IT'S ONE THAT THE EVIDENCE SEEMS TO
14 SUPPORT, AND SEE, YOU HAVE NO ACQUAINTANCE WITH
15 EVIDENCE, BUT ---

16 BY DR. NORMAN:

17 SOMETIMES THINGS LIKE THAT BECOME A SELF-
18 FULFILLING PROPHECY.

19 BY DR. CRENSHAW:

20 I'M WILLING TO TAKE THAT CHANCE, AND I'LL TAKE
21 IT AS FAR AS IT NEEDS TO GO.

22 BY DR. NORMAN:

23 I REALLY DO HATE THAT IT'S COME TO THIS.

24 BY DR. CRENSHAW:

25 YOU'RE NOT GOING TO HATE IT NEAR AS MUCH AS YOU

DEFENDANTS
0469
CONFIDENTIAL

1 DO, BELIEVE ME.

2 BY DR. NORMAN:

3 OKAY.

4 BY DR. CRENSHAW:

5 NOW, I'M - AGAIN, FOR THE RECORD, I'M NOT
6 SAYING - I'M NOT SAYING WE SHOULD GIVE UP ON THIS
7 PART. I'M SAYING YOU'RE ASKING ME TO APOLOGIZE
8 WITHOUT TELLING ME WHAT TO APOLOGIZE FOR. AND I
9 THINK WHEN THIS GOES TO A NEXT LEVEL, WHEREVER IT IS
10 ---

11 BY DR. NORMAN:

12 OKAY. WELL ---

13 BY DR. CRENSHAW:

14 THAT WILL BE VERY IMPORTANT.

15 BY DR. NORMAN:

16 ONE EASY WAY THAT YOU COULD WRITE THIS, THIS
17 WOULD BE SUPER SPECIFIC, IF YOU SAID IF I HAVE - IF
18 I HAVE DEMONSTRATED ANY LACK OF CIVILITY OR
19 COLLEGIALITY OR IF I HAVE DEMONSTRATED OFFENSIVE
20 LEVELS OF PERSONAL ARROGANCE, DEFENSIVENESS, OR IF
21 YOU BELIEVE THAT I HAVE DISDAINED ---

22 BY DR. CRENSHAW:

23 NO, THAT'S NOT WHAT I'LL SAY. HERE'S WHAT I'LL
24 SAY ---

25 BY DR. NORMAN:

DEFENDANTS
0470
CONFIDENTIAL

1 --- THE POLICIES AND PROCEDURES ---

2 BY DR. CRENSHAW:

3 HERE'S WHAT I'LL SAY.

4 BY DR. NORMAN:

5 I MEAN, I'VE GOT IT IN WRITING HERE FOR YOU.

6 BY DR. CRENSHAW:

7 HERE'S WHAT - I KNOW YOU'VE GOT IT IN WRITING,

8 AND I WOULD SAY HERE'S WHAT THE PRESIDENT SAYS.

9 BY DR. NORMAN:

10 YEAH, THAT'S FINE.

11 BY DR. CRENSHAW:

12 AND THEN, I'LL SAY I ASKED THE PRESIDENT TO
13 PROVIDE ME WITH EXAMPLES, AND THE PRESIDENT COULDN'T
14 OR WOULDN'T, AND WE WENT AROUND AND AROUND THAT.
15 THE PRESIDENT COULDN'T GIVE ME ONE EXAMPLE WHERE HE
16 THOUGHT I HAD DONE THIS. HE SAID I HADN'T DONE
17 ANYTHING TO TRY TO MEND THIS RELATIONSHIP WHEN I
18 DID, WHEN I TRIED TO GO IN MEDIATION THE FIRST TIME.
19 WHERE ARE YOU GOING TO BE? HE SAID - HE GAVE ME TWO
20 COMMITTEES TO WORK AND I SAID THE FIRST COMMITTEE
21 COULDN'T HEAR IT AT ALL AND THE SECOND COMMITTEE HE
22 MADE UP NEW CHARGES FOR. AND I'LL PUT THAT IN THE
23 BLOG.

24 BY DR. NORMAN:

25 AND YOU CALL THAT AN APOLOGY?

DEFENDANTS
0471
CONFIDENTIAL

1 BY DR. CRENSHAW:

2 YOU HAVEN'T GIVEN ME ANYTHING TO APOLOGIZE FOR.

3 BY DR. NORMAN:

4 CONSIDERABLE LACK OF CIVILITY ---

5 BY DR. CRENSHAW:

6 YOU HAVEN'T ---

7 BY DR. NORMAN:

8 --- AND COLLEGIALITY ---

9 BY DR. CRENSHAW:

10 DAVID, DO YOU UNDERSTAND BETWEEN --THE

11 DIFFERENCE BETWEEN AN ASSERTION AND THE EVIDENCE TO

12 SUPPORT THE ASSERTION? I MEAN, REALLY, DO YOU

13 UNDERSTAND THAT?

14 BY DR. NORMAN:

15 I THINK SO.

16 BY DR. CRENSHAW:

17 IF I THINK YOU'RE A BAD PRESIDENT, DON'T YOU

18 HAVE THE RIGHT TO ASK ME WHY DO YOU THINK THAT?

19 BY DR. NORMAN:

20 I ---

21 BY DR. CRENSHAW:

22 AND WOULDN'T YOU EXPECT THAT ---

23 BY DR. NORMAN:

24 WELL, IT DEPENDS. IT DEPENDS ON IF I REALLY

25 WANT TO TALK ABOUT THAT OR NOT. I MEAN ---

DEFENDANTS
0472
CONFIDENTIAL

1 BY DR. CRENSHAW:

2 WELL ---

3 BY DR. NORMAN:

4 IF YOU SAY - IF YOU SAY, YOU KNOW, DAVID, I
5 THINK YOU'RE A BAD PRESIDENT, THEN I MIGHT SAY, WELL
6 ---

7 BY DR. CRENSHAW:

8 YOU'RE - YOU'RE - OKAY. BLAH BLAH BLAH BLAH
9 BLAH. OKAY. NOW, WHAT I'M TRYING TO SET UP IS THE
10 UNDERSTANDING THAT YOU'VE CLEARLY NOT DEMONSTRATED
11 YOU HAVE, AND THAT IS TO MAKE A BROAD ACCUSATION,
12 YOU CAN'T MAKE IT WITHOUT SPECIFIC DETAILS AND
13 EVIDENCE, AND YOU'VE NOT BEEN WILLING TO DO THAT AND
14 NOT BEEN ABLE TO DO THAT.

15 BY DR. NORMAN:

16 WE CAN DO THAT IN STEP TWO IF ---

17 BY DR. CRENSHAW:

18 SORRY?

19 BY DR. NORMAN:

20 WE CAN DO THAT IN STEP TWO OF YOUR REMOVAL FOR
21 CAUSE IF YOU WANT TO GO THERE ---

22 BY DR. CRENSHAW:

23 THAT'S FINE. I DON'T WANT TO GO - SEE, THERE'S
24 THAT THREAT AGAIN. I'M SAYING I'M WILLING TO
25 APOLOGIZE IF YOU SHOW ME WHAT I'M APOLOGIZING FOR.

DEFENDANTS
0473
CONFIDENTIAL

1 FOR THE RECORD, I AM WILLING TO DO EXACTLY WHAT YOU
2 SAY WHEN YOU SHOW ME WHAT I HAVE DONE THAT NEEDS AN
3 APOLOGY.

4 BY DR. NORMAN:

5 CONSIDERABLE LACK OF CIVILITY ---

6 BY DR. CRENSHAW:

7 NO, NO, NO. THAT'S AN ASSERTION. YOU'VE GOT -
8 THAT'S FINE. LET'S USE THAT AS AN ASSERTION, GREAT.
9 NOW, SHOW ME WHAT FACULTY MEMBER I HAVE USED A LACK
10 OF CIVILITY WITH THAT I HAVE TO APOLOGIZE FOR OR THE
11 FACULTY IN GENERAL. WHERE DID I DO THIS?

12 BY DR. NORMAN:

13 I'LL PICK ANOTHER ONE. MAYBE ADAM.

14 BY DR. CRENSHAW:

15 ADAM MADE ACCUSATIONS TO ME THAT WERE NOT TRUE.
16 I TRIED TO MEDIATE IT.

17 BY DR. NORMAN:

18 THAT TELLS ME WHAT ADAM HAS DONE TO YOU, BUT
19 WHAT I WANT TO HEAR FROM YOU IS WHAT YOU HAVE DONE
20 TO ADAM.

21 BY DR. CRENSHAW:

22 WHAT DID I DO TO ADAM? YOU TELL - NO, YOU -
23 NO, YOU TELL ME WHAT I'VE DONE TO ADAM BECAUSE
24 YOU'RE SAYING I OWE HIM AN APOLOGY. SO, YOU HAVE TO
25 TELL ME WHAT I HAVE DONE TO ADAM.

DEFENDANTS
0474
CONFIDENTIAL

1 BY DR. NORMAN:

2 YOU'VE DISRESPECTED HIM.

3 BY DR. CRENSHAW:

4 AND HOW DID I DISRESPECT HIM?

5 BY DR. NORMAN:

6 YOU HAVE ---

7 BY DR. CRENSHAW:

8 WHAT DID I DO WRONG? TELL ME THE SPECIFIC
9 THING I DID WRONG TO DISRESPECT HIM.

10 BY DR. NORMAN:

11 WE WANT TO GO DOWN INTO ---

12 BY DR. CRENSHAW:

13 YOU CAN'T DO IT, CAN YOU? YOU CAN'T DO IT.

14 WHAT DID I DO TO DISRESPECT ---

15 BY DR. NORMAN:

16 I'M TRYING TO FIGURE OUT WHAT KIND OF LEVEL OF
17 DETAIL YOU WANT HERE?

18 BY DR. CRENSHAW:

19 I WANT SOMETHING TANGIBLE AND SPECIFIC. YOU
20 CAN'T DO IT. WHAT DID I DO WRONG TO ADAM? I CALLED
21 AN AMBULANCE FOR A PERSON WHO HAD A HEAD INJURY AND
22 WAS PASSING OUT IN MY CLASS. WHAT DID I DO WRONG?

23 BY DR. NORMAN:

24 YOU DISPARAGED THAT HIS ABILITY TO HANDLE THE
25 ---

DEFENDANTS
0475
CONFIDENTIAL

1 BY DR. CRENSHAW:

2 HOW DID - WHAT DID I SAY WHEN? WHAT DID I SAY
3 SPECIFICALLY WHEN?

4 BY DR. NORMAN:

5 I'VE GOT ALL THE DETAILS WRITTEN DOWN, BUT I
6 DON'T HAVE IT ALL MEMORIZED.

7 BY DR. CRENSHAW:

8 SO, IF YOU - WELL, THAT'S FINE. IF YOU WOULD
9 TYPE THEM UP AND SAY THIS IS WHAT YOU NEED TO
10 APOLOGIZE FOR, THEN WE'D HAVE SOMETHING TO WORK
11 WITH.

12 BY DR. NORMAN:

13 WELL, I THINK - BUT I THINK - I THINK YOU KNOW
14 WHAT HAPPENED ---

15 BY DR. CRENSHAW:

16 I KNOW WHAT HAPPENED. I KNOW THAT THESE GUYS
17 WERE ON MY LAWSUIT LIST, ALSO, AND THAT MAY STILL BE
18 A POSSIBILITY BECAUSE ---

19 BY DR. NORMAN:

20 SEE, EVEN THE FACT THAT YOU HAVE A LAWSUIT LIST
21 ---

22 BY DR. CRENSHAW:

23 BECAUSE THEY MADE FALSE ALLEGATIONS AGAINST ME.
24 THEY MADE FALSE ALLEGATIONS WHICH CLEARLY ENDANGERED
25 MY JOB. NOW I HAVE WHAT I NEED TO BRING THE

DEFENDANTS
0476
CONFIDENTIAL

1 LAWSUIT. NOW I'VE GOT TO TALK TO MY LAWYER AGAIN
2 BECAUSE NOW YOU'RE QUOTING THEM TO SHOW THINGS THAT
3 I'VE DONE. SO, THIS HAS THREATENED MY JOB, THEIR
4 ACCUSATIONS. SO, SEE, I WAS WAITING FOR THIS. THIS
5 IS WHAT HAD TO BE WAITED FOR. WHAT I HAD TO WAIT
6 FOR WAS THE REPERCUSSIONS FOR WHAT YOU DID LAST YEAR
7 AND WHAT THEY DID.

8 BY DR. NORMAN:

9 NO, THIS IS NOT RELATED TO THE CASE, BUT DON'T
10 YOU THINK THAT ---

11 BY DR. CRENSHAW:

12 OH, NO, NO. IT IS RELATED TO IT.

13 BY DR. NORMAN:

14 OKAY. WELL, DON'T YOU THINK THAT KEEPING A
15 LAWSUIT LIST AND WAITING FOR YOUR OPPORTUNITY TO GO
16 AFTER PEOPLE, DO YOU REALLY THINK THAT'S COLLEGIAL
17 ACTIVITY?

18 BY DR. CRENSHAW:

19 I'M NOT THE ONE THAT STARTED THE FALSE
20 ACCUSATIONS AGAINST ME. DO YOU THINK THAT WAS
21 COLLEGIAL ACTIVITY? DO YOU THINK FALSE ACCUSATIONS
22 AGAINST ME WAS COLLEGIAL? DO YOU THINK SUBMITTING
23 AN UNVERIFIED ACCUSATION AGAINST ME BY THAT CRAZY
24 WOMAN OUT AT THE AMBULANCE WAS COLLEGIAL ACTIVITY?
25 DO YOU THINK THAT'S EVEN A LEGITIMATE SUBMISSION?

DEFENDANTS
0477
CONFIDENTIAL

1 DO YOU THINK YOU'RE NOT IN JEOPARDY FOR SUBMITTING
2 THAT?

3 BY DR. NORMAN:

4 DO YOU KNOW THAT THE PERSON YOU JUST REFERRED
5 TO AS THAT CRAZY WOMAN WAS THE EMERGENCY CONTACT FOR
6 THE STUDENT THAT YOU SAID YOU WERE ACTING IN THE
7 BEST INTEREST OF?

8 BY DR. CRENSHAW:

9 THAT'S RIGHT. AND SHE - I WAS ACTING IN THE
10 BEST INTEREST OF HER AND I CAN DEMONSTRATE THAT IN A
11 COURT OF LAW. SHE WAS THE EMERGENCY CONTACT, BUT IT
12 WAS OUT OF HER HANDS NOW. THIS WAS A - SHE HAD NO -
13 SHE HAD NO JURISDICTION AT THAT POINT BECAUSE THIS
14 WAS A PERSON WHO HAD A HEAD INJURY AND WAS
15 DEMONSTRATING THE HEAD INJURY. I'M NOT GOING TO GO
16 INTO THAT WITH YOU. THAT WILL COME OUT IN COURT.
17 BUT ---

18 BY DR. NORMAN:

19 I'M NOT SURE THAT YOU UNDERSTAND WHAT COLLEGIAL
20 BEHAVIOR EVEN IS, AT THIS POINT. BECAUSE I'M
21 ASSUMING - I'M ASSUMING YOU DON'T REALIZE ---

22 BY DR. CRENSHAW:

23 THAT'S RIGHT. I WAS SO OFFENSIVE THAT THEY
24 VOTED FOR ME FOR, YOU KNOW, THEY VOTED FOR ME FOR
25 THE FACULTY TEACHER OF THE YEAR. YOU'RE GOING TO

1 HAVE A HARD TIME PROVING I'VE BEEN UNCOLLEGIAL.

2 WHAT ---

3 BY DR. NORMAN:

4 WELL, GOOD. THEN THEY'LL HAVE AN EASY TIME
5 VOTING TO ACCEPT YOUR APOLOGY. IT'S NOT GOING TO BE
6 HARD AT ALL.

7 BY DR. CRENSHAW:

8 NO, I'LL HAVE AN EASY TIME IN A COURT OF LAW.
9 THAT'S WHERE I'LL HAVE AN EASY TIME.

10 BY DR. NORMAN:

11 OKAY. IF YOU WANT TO SUE ME, OKAY. I'M OKAY
12 WITH THAT.

13 BY DR. CRENSHAW:

14 YOU WILL BE INDIVIDUALLY NAMED. IF WE GO TO
15 COURT, YOU WILL BE INDIVIDUALLY NAMED. ERSKINE WILL
16 BE NAMED AS AN INSTITUTION. THEY WILL BE
17 INDIVIDUALLY NAMED.

18 BY DR. NORMAN:

19 DO YOU WANT TO THREATEN MY CHILDREN, TOO?

20 BY DR. CRENSHAW:

21 I'M NOT THREATENING YOU. I'M TELLING YOU THE
22 TRUTH, DAVID. THIS IS NOT A THREAT.

23 BY DR. NORMAN:

24 OKAY. WHAT ARE YOU GOING TO DO TO MY CHILDREN?
25 I'M JUST CURIOUS.

DEFENDANTS
0479
CONFIDENTIAL

1 BY DR. CRENSHAW:

2 WHAT ARE YOU TALKING ABOUT?

3 BY DR. NORMAN:

4 WELL, YOU'RE TELLING ME ALL THE THINGS THAT
5 YOU'RE GOING TO DO TO ME.

6 BY DR. CRENSHAW:

7 NO, DAVID, I'M TELLING YOU YOU ARE MAKING
8 ACCUSATIONS THAT ARE LIBELOUS. I AM TELLING YOU
9 THAT. HOW IS THAT - THAT HAS NO RELATIONSHIP TO
10 YOUR CHILDREN AT ALL.

11 BY DR. NORMAN:

12 OKAY. HOW HAVE I MADE A LIBELOUS ACCUSATION?

13 BY DR. CRENSHAW:

14 YOU HAVE MADE - THIS IS LIBEL. YOU'RE TRYING
15 TO GET - YOU'RE TRYING TO GET ME FIRED FOR STUFF YOU
16 CAN'T BACK UP WITH SPECIFICS AND WON'T BACK UP WITH
17 SPECIFICS. YOU'RE - GAH, YOU'RE CLUELESS. I MEAN,
18 REALLY. I'M AMAZED. I AM AMAZED. EVERY TIME I
19 TALK TO YOU, I'M AMAZED, AND THIS IS ONLY THE SECOND
20 TIME.

21 BY DR. NORMAN:

22 AT HOW CLUELESS I AM?

23 BY DR. CRENSHAW:

24 YEAH, ACTUALLY.

25 BY DR. NORMAN:

DEFENDANTS
0480
CONFIDENTIAL

1 OKAY.

2 BY DR. CRENSHAW:

3 NO OFFENSE. NOTHING PERSONAL. YOU JUST HAPPEN

4 TO BE THE AGE OF MY SON.

5 BY DR. NORMAN:

6 YEAH.

7 BY DR. CRENSHAW:

8 AND YOU HAVEN'T HAD THE EXPERIENCE AND YOU'RE

9 'ALSO USED TO ARGUING THEOLOGY INSTEAD OF REAL WORLD

10 STUFF. AND THAT'S KIND OF A CLOSED SHOP.

11 BY DR. NORMAN:

12 OKAY.

13 BY DR. CRENSHAW:

14 ALL YOU'VE GOT TO DO IS HAVE THE COURTESY TO

15 NAME SPECIFIC THINGS, AND IT'S NOT THAT YOU WON'T.

16 IT'S THAT YOU CAN'T BECAUSE THERE ARE NO SPECIFIC

17 THINGS.

18 BY DR. NORMAN:

19 YOU HAVE OFFENDED YOUR FACULTY ---

20 BY DR. CRENSHAW:

21 NO, YOU DON'T KNOW THAT. YOU'VE ALREADY TOLD

22 ME - DAVID, YOU'VE ALREADY TOLD ME WE'LL KNOW HOW

23 MUCH I'VE OFFENDED WHEN I DO THE APOLOGY. SO, YOU

24 CAN'T HAVE IT BOTH WAYS.

25 BY DR. NORMAN:

DEFENDANTS
0481
CONFIDENTIAL

1 IF IT'S FALSE, IT WILL BE SHOWN TO BE FALSE AND
2 IT WON'T HURT YOU A BIT.

3 BY DR. CRENSHAW:

4 NO, IF IT'S FALSE, YOU CAN'T ACCUSE ME OF THIS
5 AND SAY I'M TO BE FIRED BECAUSE IT MAY BE FALSE.

6 BY DR. NORMAN:

7 NO, YOU WON'T BE FIRED. IF YOU - IF YOU ---

8 BY DR. CRENSHAW:

9 YOU'RE CRAZY.

10 BY DR. NORMAN:

11 IF THEY ACCEPT YOUR ---

12 BY DR. CRENSHAW:

13 YOU ARE INSANE.

14 BY DR. NORMAN:

15 MAYBE SO.

16 BY DR. CRENSHAW:

17 YOU REALLY ARE.

18 BY DR. NORMAN:

19 MAYBE SO. I'M SORRY. I APOLOGIZE FOR BEING
20 INSANE. I ---

21 BY DR. CRENSHAW:

22 YOU COULDN'T HELP IT. DON'T WORRY.

23 BY DR. NORMAN:

24 OKAY.

25 BY DR. CRENSHAW:

DEFENDANTS
0482
CONFIDENTIAL

101

1 REALLY, I MEAN, YOU KNOW, I DON'T MEAN THAT. I
2 JUST THINK THAT WHAT YOU'RE SAYING TO ME SEEMS
3 INSANE. IT SEEMS SO TOTALLY OFF THE WALL. YOU'RE
4 NOT AN INSANE PERSON. YOU'RE A CAPABLE PERSON. I
5 HOPE YOU MAKE A GREAT PRESIDENT. I DON'T THINK
6 YOU'VE GOT A CHANCE OF DOING THAT. I THINK YOU'RE
7 TOTALLY SUBJECT TO OUTSIDE PRESSURE AND YOU MAKE
8 DECISIONS THAT ARE ILLEGITIMATE AND UNSUPPORTABLE
9 AND EVENTUALLY IT WILL CATCH UP WITH YOU. I HOPE IT
10 DOESN'T CATCH UP WITH ME. WE CAN RESOLVE THIS
11 EARLIER, BUT THAT'S NOT UP TO ME. THAT'S UP TO YOU.
12 YOU'RE OFFERING ME THE HORSE HEAD IN THE BED RIGHT
13 NOW. YOU'RE THE ONE THREATENING ME WITH MY
14 LIVELIHOOD. YOU TALK ABOUT THREATS, BUT YOU ARE
15 ACTUALLY THREATENING MY LIVELIHOOD AND MY CAREER
16 HERE. SO, THAT'S THE REAL THREAT AND YOU'VE GOT NO
17 EVIDENCE TO BACK IT UP. I DON'T KNOW HOW YOU
18 THOUGHT THIS MEETING WOULD GO, ESPECIALLY WHEN
19 YOU'RE OFFERING NO SPECIFICS. BUT THIS IS JUST -
20 YOU KNOW, I'M JUST - I'M REALLY AMAZED. I'M GOING
21 TO REALLY HATE HAVING TO CALL THE LAWYER AGAIN. I
22 REALLY AM. I THOUGHT WE WERE BEYOND THAT, BUT YOU
23 DIDN'T LET IT LIE, DID YOU?

24 BY DR. NORMAN:

25 WELL, DO YOU WANT ME TO JUST GO THROUGH REAL

DEFENDANTS
0483
CONFIDENTIAL

1 QUICKLY HOW YOU CAN ---

2 BY DR. CRENSHAW:

3 YOU'VE ALREADY TOLD ME. YOU CAN MAKE THESE
4 THREE APOLOGIES. IS THERE MORE?

5 BY DR. NORMAN:

6 YEAH.

7 BY DR. CRENSHAW:

8 OH, YES, ABSOLUTELY. I WANT TO HEAR EVERY
9 BLOODY THING. .

10 BY DR. NORMAN:

11 OKAY. SO, IN ADDITION TO APOLOGIZING TO THE
12 THREE GROUPS OF PEOPLE THAT I BELIEVE YOU HAVE
13 OFFENDED ---

14 BY DR. CRENSHAW:

15 BUT YOU CAN'T - YOU CAN'T PROVE IF I'VE
16 OFFENDED ---

17 BY DR. NORMAN:

18 BUT I CAN PROVE ---

19 BY DR. CRENSHAW:

20 YOU CAN'T - YOU SAID THAT YOU CAN'T PROVE IT.
21 YOU JUST SAID THAT, RIGHT, YOU CAN'T PROVE IT.

22 BY DR. NORMAN:

23 WELL, I GUESS I HAVEN'T PROVEN IT.

24 BY DR. CRENSHAW:

25 YOU'RE MAKING ACCUSATIONS ON SOMETHING YOU

DEFENDANTS
0484
CONFIDENTIAL

1 CAN'T PROVE. BOY.

2 BY DR. NORMAN:

3 NO, ACTUALLY, I WANT TO - I MISSPOKE. I

4 HAVEN'T PROVEN THEM.

5 BY DR. CRENSHAW:

6 YOU HAVEN'T, BUT YOU'RE MAKING ACCUSATIONS ON

7 SOMETHING YOU HAVEN'T PROVEN YET.

8 BY DR. NORMAN:

9 THAT'S RIGHT.

10 BY DR. CRENSHAW:

11 THAT'S JUST AS GOOD. THANKS.

12 BY DR. NORMAN:

13 OKAY.

14 BY DR. CRENSHAW:

15 OKAY. WHAT ELSE YOU GOT?

16 BY DR. NORMAN:

17 SO, I'M NOT SAYING I CAN'T PROVE IT. I'M JUST

18 SAYING I HAVEN'T.

19 BY DR. CRENSHAW:

20 RIGHT, BUT YOU DON'T - BUT UNTIL YOU DO, YOU

21 DON'T KNOW IF YOU CAN.

22 BY DR. NORMAN:

23 FAIR ENOUGH. SO, YEAH, THESE THREE GROUPS ARE

24 THE AGGRIEVED PARTIES, THE FACULTY AND THE GREATER

25 ERSKINE COMMUNITY. AND THEN, NUMBER TWO IS YOU NEED

1 TO TAKE A BREAK TO GIVE YOU TIME TO DO THIS, TO
2 RESTORE THESE RELATIONSHIPS AND SO I'LL SUSPEND YOU
3 WITH PAY FOR THIS SEMESTER ---

4 BY DR. CRENSHAW:

5 THIS SEMESTER? THIS SEMESTER?

6 BY DR. NORMAN:

7 RIGHT.

8 BY DR. CRENSHAW:

9 IN WHICH I'M ALREADY COMMITTED TO TEACH FOUR
10 CLASSES.

11 BY DR. NORMAN:

12 YEP.

13 BY DR. CRENSHAW:

14 YOU DON'T CARE ABOUT THIS SCHOOL AT ALL, DO
15 YOU?

16 BY DR. NORMAN:

17 NO, WE HAVE A PLAN. YOU'LL - YOU KNOW, YOUR
18 CLASSES WILL BE COVERED. WE'LL TAKE CARE OF THAT.

19 BY DR. CRENSHAW:

20 OKAY. SO, THIS SEMESTER ---

21 BY DR. NORMAN:

22 AND WE'LL PAY YOU AND YOUR BENEFITS WILL BE
23 COVERED.

24 BY DR. CRENSHAW:

25 ERSKINE IS HURTING FOR MONEY AND YOU'RE GOING

1 TO TAKE SOMEBODY WHO'S THE TEACHER OF THE YEAR A
2 YEAR AGO OUT OF THE CLASSROOM OVER ISSUES YOU CAN'T
3 PROVE OR HAVEN'T PROVEN.

4 BY DR. NORMAN:

5 THAT I HAVEN'T PROVEN.

6 BY DR. CRENSHAW:

7 WELL, OKAY. SO, THAT WILL BE THIS SEMESTER,
8 OKAY.

9 BY DR. NORMAN:

10 RIGHT.

11 BY DR. CRENSHAW:

12 AND SO, THE DEADLINE WAS WHAT, DECEMBER ---

13 BY DR. NORMAN:

14 1ST.

15 BY DR. CRENSHAW:

16 1ST, OKAY. DECEMBER 1ST. OKAY.

17 BY DR. NORMAN:

18 THEN, NO FURTHER PUBLIC DISCUSSION OF ERSKINE.

19 BY DR. CRENSHAW:

20 BEGINNING WHEN?

21 BY DR. NORMAN:

22 TODAY.

23 BY DR. CRENSHAW:

24 YOU'VE GOT TO BE KIDDING ME, RIGHT?

25 BY DR. NORMAN:

1 NO, I'M NOT KIDDING.

2 BY DR. CRENSHAW:

3 AIN'T GOING TO HAPPEN.

4 BY DR. NORMAN:

5 OKAY. SO, THAT'S NO FURTHER PUBLIC DISCUSSION
6 OF ERSKINE OR HER PEOPLE, POLICIES OR MISSION ---

7 BY DR. CRENSHAW:

8 YOU KNOW, YOU COULD BUY ME OFF. I WANT YOU TO
9 GIVE ME EARLY RETIREMENT. GIVE ME A BIG FAT SUM.
10 GET ME OUT OF HERE EASY. THAT'S THE EASY WAY TO DO
11 THIS.

12 BY DR. NORMAN:

13 --- THAT CAN BE UNDERSTOOD AS DISPARAGING.

14 BY DR. CRENSHAW:

15 WHY DON'T YOU BUY ME OFF? I'M SURE I COULD
16 SELL OUT. ALL YOU'VE GOT TO DO IS OFFER ME A DECENT
17 PRICE. A SEMESTER OFF DOESN'T DO IT. WHAT ARE YOU
18 WILLING TO OFFER TO GET ME OFF YOUR BACK? WHAT ARE
19 YOU WILLING TO OFFER TO HAVE ME OUT OF YOUR HAIR,
20 TOTALLY, TO HAVE ME VOLUNTARILY JUST QUIT, TO RETIRE
21 A.S.A.P.?

22 BY DR. NORMAN:

23 HOW MANY SEMESTERS DO YOU WANT?

24 BY DR. CRENSHAW:

25 HOW MANY SEMESTERS DO I WANT TO DO WHAT?

DEFENDANTS
0488
CONFIDENTIAL

1 BY DR. NORMAN:

2 TO GO INTO RETIREMENT.

3 BY DR. CRENSHAW:

4 TO BE ADDED TO THE RETIREMENT?

5 BY DR. NORMAN:

6 I MEAN, I'M ASSUMING THAT YOU'RE - I'M ASSUMING
7 THAT YOU'RE SERIOUS AND THAT YOU'RE PROPOSING
8 ANOTHER ARRANGEMENT.

9 BY DR. CRENSHAW:

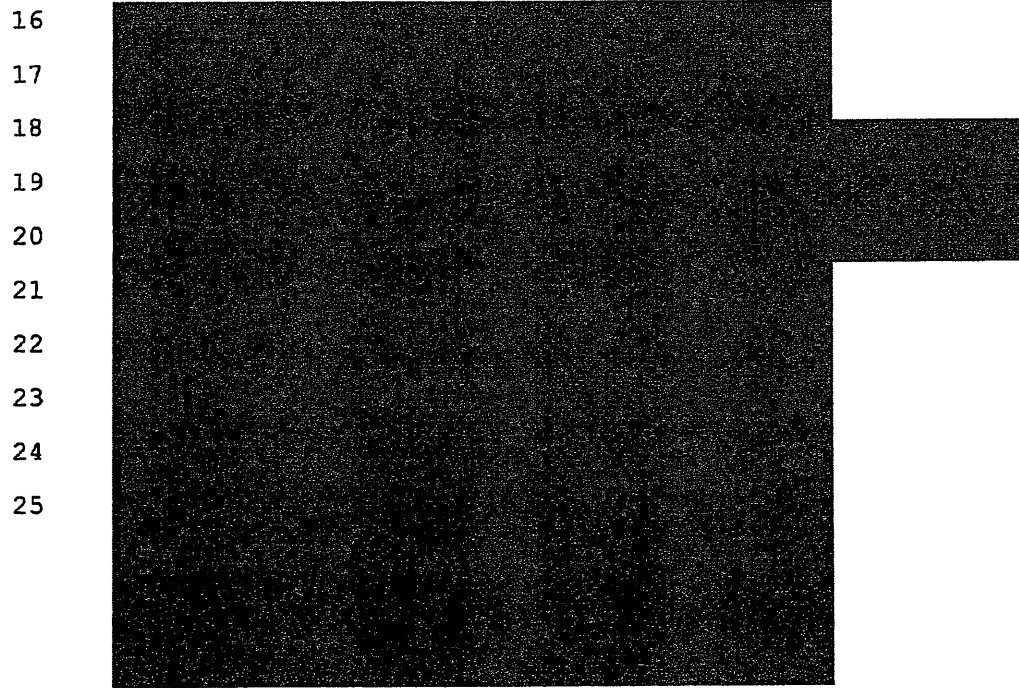
10 WE CAN TALK ABOUT IT.

11 BY DR. NORMAN:

12 OKAY. SO, WHAT ARE YOU PROPOSING?

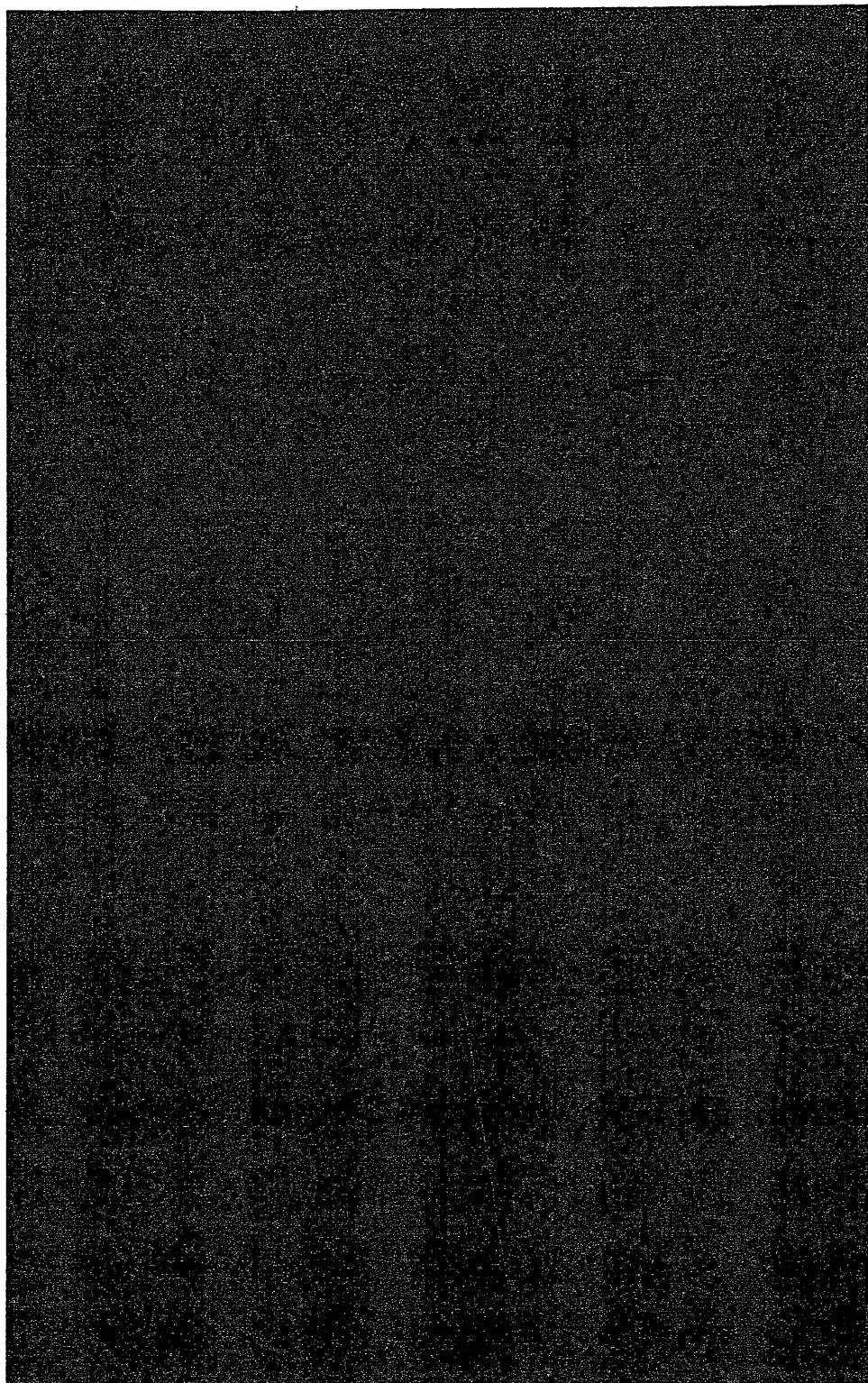
13 BY DR. CRENSHAW:

14 I'D HAVE TO THINK. I WAS THINKING OF TEACHING
15 FOR THREE OR FOUR MORE YEARS.



DEFENDANTS
0489
CONFIDENTIAL

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DEFENDANTS
0490
CONFIDENTIAL

2 BY DR. CRENSHAW:

3 OKAY. I DON'T HAVE A PROBLEM WITH THAT. I'LL
4 TALK TO MY WIFE ABOUT THAT.

5 BY DR. NORMAN:

6 OKAY. AND THEN, THE FOURTH THING IS, WHICH IS
7 JUST SORT OF COMMON SENSE, WHICH IS THAT BREAKING
8 ANY OF THE TERMS OF THIS AGREEMENT WOULD BE GROUNDS
9 FOR DISMISSAL.

10 BY DR. CRENSHAW:

11 OKAY.

12 BY DR. NORMAN:

13 AND SO, JUST HAVING YOU AGREE TO THAT WOULD
14 JUST MEAN THAT, YOU KNOW, IF WE DO A DISMISSAL - IF
15 WE HAVE THIS - IF WE HAVE THIS ARRANGEMENT AND WE GO
16 FORWARD AND THEN YOU VIOLATE IT, IT WILL BE EASIER
17 TO GET RID OF YOU LATER.

18 BY DR. CRENSHAW:

19 SURE. SO, WE ARE PLAYING POKER. I THOUGHT SO.
20 OKAY. SO, YOU NEED TO - YOU NEED A RESPONSE FROM ME
21 PRETTY QUICK, THEN, BECAUSE IF YOU'RE GOING TO TALK
22 TO THE BOARD, WE NEED TO PULL TRIGGERS ON THIS
23 SEMESTER AND EVERYTHING. I NEED TO TALK TO MY WIFE.

24 BY DR. NORMAN:

25 OKAY.

DEFENDANTS
0491
CONFIDENTIAL

1 BY DR. CRENSHAW:

2 BUT THAT'S A DISTINCT POSSIBILITY. SHE JUST
3 RETIRED AND I WILL NOT SIGN A CONFIDENTIALITY
4 AGREEMENT, HOWEVER, TO DO THAT.

5 BY DR. NORMAN:

6 OKAY. THAT'S A DEAL KILLER. THAT'S A DEAL
7 KILLER.

8 BY DR. CRENSHAW:

9 THAT'S A DEAL KILLER?

10 BY DR. NORMAN:

11 YEAH. I MEAN, YOU KNOW THAT'S A DEAL KILLER.

12 BY DR. CRENSHAW:

13 WELL, I'VE NEVER - YOU KNOW, EVEN IF YOU TRIED
14 ME, I WOULDN'T HAVE - I WOULDN'T HAVE DONE THAT.

15 BY DR. NORMAN:

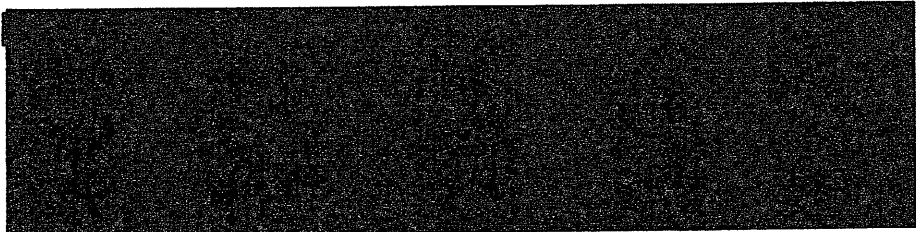
16 I'D RATHER, IF YOU'RE GOING TO DISPARAGE, YOU
17 KNOW, THE INSTITUTION, I'D RATHER GO AHEAD AND FIRE
18 YOU BECAUSE THEN THAT WAY ---

19 BY DR. CRENSHAW:

20 OKAY. BUT THEN, I'D SUE YOU.

21 BY DR. NORMAN:

22 THEN, WE CAN DEFEND OURSELVES.

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DEFENDANTS
0492
CONFIDENTIAL

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12 BY DR. NORMAN:

13 SO, YOU HAVE THREE OPTIONS IN FRONT OF YOU

14 RIGHT NOW, AS I UNDERSTAND IT.

15 BY DR. CRENSHAW:

16 ONE, TO DO THIS. TWO, TO GO TO STEP TWO.

17 THREE, TO BE BOUGHT OUT.

18 BY DR. NORMAN:

19 YEAH.

20 BY DR. CRENSHAW:

21 OKAY. GOOD. I'M GOOD WITH THAT. WE'LL DO ONE

22 OF THOSE THREE.

23

24

25

DEFENDANTS
0493
CONFIDENTIAL

1 BY DR. CRENSHAW:

2 [REDACTED] YOU'VE ALREADY DISCUSSED
3 THIS. I KNEW THAT COMING IN. THAT'S COOL.

4 BY DR. NORMAN:

5 I DIDN'T - I'M NOT CONFIRMING OR DENYING.

6 BY DR. CRENSHAW:

7 I KNOW YOU'RE NOT. I DON'T NEED YOU TO.

8 BY DR. NORMAN:

9 HOW DOES MONDAY BY 5:00 SOUND?

10 BY DR. CRENSHAW:

11 MONDAY BY 5:00? YEAH, SURE. I'LL GIVE YOU A
12 CALL.

13 BY DR. NORMAN:

14 OKAY.

15 BY DR. CRENSHAW:

16 OR YOU WANT ME TO JUST EMAIL YOU SOMETHING?

17 BY DR. NORMAN:

18 EMAIL'S FINE. HOWEVER - WHATEVER'S EASIEST FOR
19 YOU.

20 BY DR. CRENSHAW:

21 OKAY. OKAY.

22 BY DR. NORMAN:

23 NOT A FUN CONVERSATION.

24 BY DR. CRENSHAW:

25 SAY IT AGAIN, NOW.

DEFENDANTS
0494
CONFIDENTIAL

1 BY DR. NORMAN:

2 THIS HAS NOT BEEN A FUN CONVERSATION.

3 BY DR. CRENSHAW:

4 WELL, IT'S BEEN A CONVERSATION FULL OF AMAZING
5 BULLSHIT FROM YOU, TRULY. AND I'VE GOT TO TALK TO
6 MY LAWYER TO SEE HOW MUCH HE THINKS WE CAN GET.

7 BY DR. NORMAN:

8 OKAY. I'LL LOOK FORWARD TO BEING ON THE OTHER
9 SIDE OF THIS, SO HOPEFULLY ON TUESDAY, WE'LL HAVE A
10 CLEAR PLAN GOING FORWARD. YOU'RE IN THE DRIVER'S
11 SEAT.

12

13

14

15 BY DR. NORMAN:

16 FAIR ENOUGH.

17 BY DR. CRENSHAW:

18 BUT WE'LL SEE. OKAY. WELL, YOU KNOW, I THINK

19 ---

20 BY DR. NORMAN:

21 OH, THE LAST ---

22 BY DR. CRENSHAW:

23 --- IN THE LAST COUPLE OF MINUTES, WE'VE

24 ACTUALLY SPOKEN HONESTLY WITH EACH OTHER.

25 BY DR. NORMAN:

DEFENDANTS
0495
CONFIDENTIAL

1 AND I THINK THIS MAY GO WITHOUT SAYING, BUT I
2 THINK WE NEED TO SAY IT REALLY CLEARLY. FOR THIS,
3 FOR YOU TO STAY IN THE DRIVER'S SEAT ---

4 BY DR. CRENSHAW:

5 YEAH.

6 BY DR. NORMAN:

7 I THINK WE NEED TO AGREE NEITHER ONE OF US WILL
8 SAY A WORD UNTIL I HEAR BACK FROM YOU.

9 BY DR. CRENSHAW:

10 OH, RIGHT. I WON'T - WELL, I'LL JUST TALK TO
11 MY WIFE.

12 BY DR. NORMAN:

13 BECAUSE I'VE GOT - OH, YEAH, THAT'S FINE, AND
14 YOUR LAWYER, THAT'S FINE, TOO.

15 BY DR. CRENSHAW:

16 YEAH.

17 BY DR. NORMAN:

18 BUT I'VE GOT AN EMAIL READY TO GO TO TELL
19 EVERYBODY, BUT I'M NOT GOING TO SEND IT. I'M GOING
20 TO WAIT, AND I EXPECT THAT YOU'LL ALSO NOT PUT
21 ANYTHING ON A BLOG OR ANYTHING UNTIL YOU LET ME
22 KNOW.

23 BY DR. CRENSHAW:

24 NO, ABSOLUTELY NOT. NO, NO, NOTHING.
25 ABSOLUTELY NOTHING, NO, NO, NO. THAT GOES WITHOUT

DEFENDANTS
0496
CONFIDENTIAL

1 SAYING.

2 BY DR. NORMAN:

3 OKAY. JUST MAKING SURE.

4 BY DR. CRENSHAW:

5 SO, YEAH, NO. NO, I DON'T BLAME YOU FOR
6 CHECKING AT ALL. OKAY. SOMETHING TO CONSIDER. IT
7 REALLY IS. [REDACTED]

8 [REDACTED]

9 BY DR. NORMAN:

10 WE'VE GOT TWO.

11 BY DR. CRENSHAW:

12 OKAY. SOMETHING TO THINK ABOUT. I'LL BE BACK
13 TO YOU. AND IF I NEED A LITTLE EXTRA TIME, I WILL -
14 WELL, MONDAY BY 5:00, THAT GIVES ME A COUPLE DAYS,
15 SO THAT'S OKAY. OKAY, COOL.

16 BY DR. NORMAN:

17 AND THE GOOD THING IS, REGARDLESS, YOU KNOW,
18 YOU DON'T HAVE TO WORRY ABOUT PLANNING FOR THE FALL
19 HERE.

20 BY DR. CRENSHAW:

21 OKAY.

22 BY DR. NORMAN:

23 EITHER - NO MATTER WHICH WAY IT GOES, YOU DON'T
24 HAVE TO WORRY ABOUT PLANNING FOR THE FALL HERE.

25 BY DR. CRENSHAW:

DEFENDANTS
0497
CONFIDENTIAL

1 SO, YOU'RE SAYING NO MATTER WHAT HAPPENS, I'M
2 NOT TEACHING THIS FALL.

3 BY DR. NORMAN:

4 RIGHT.

5 BY DR. CRENSHAW:

6 THAT WILL COST YOU DEARLY, IF WE DECIDE TO GO
7 THAT WAY, BECAUSE I WILL RIP YOU TO SHREDS IN THE
8 BLOG. ON THE BLOGS, I WILL RIP YOU TO SHREDS.

9 BY DR. NORMAN:

10 OKAY.

11 BY DR. CRENSHAW:

12 AND I'LL EVEN TALK ABOUT THIS OFFER ON THE
13 BLOGS.

14 BY DR. NORMAN:

15 OKAY.

16 BY DR. CRENSHAW:

17 OKAY. SO ---

18 BY DR. NORMAN:

19 I JUST SAID THAT JUST SO THAT YOU WILL ---

20 BY DR. CRENSHAW:

21 I UNDERSTAND, BUT YOU UNDERSTAND, I MEAN, I
22 PREPARED TO TEACH THESE COURSES. I'VE GOT STUDENTS
23 WHO ARE LOOKING FORWARD TO HAVING ME IN CLASS.

24 BY DR. NORMAN:

25 YEAH, THAT'S GOING TO BE - THAT'S GOING TO BE A

DEFENDANTS
0498
CONFIDENTIAL

1 BLACK EYE FOR ME, ISN'T IT?

2 BY DR. CRENSHAW:

3 IT'S GOING TO BE A BLACK EYE.

4 BY DR. NORMAN:

5 I WAS AWARE OF THAT.

6 BY DR. CRENSHAW:

7 OH, I'M NOT WORRIED ABOUT IT. I HOPE YOU FUCK
8 UP SO BAD THAT IT'S UNBELIEVABLE.

9 BY DR. NORMAN:

10 I KNOW YOU DO.

11 BY DR. CRENSHAW:

12 YOU ARE PRESIDENT ICARUS TO ME, AND YOU'RE
13 GOING TO BE BURNED OUT OF THE SKY. I LOOK FORWARD
14 TO SEEING THAT. I REALLY DO, BECAUSE YOU ARE A
15 DESPICABLE PERSON. I'VE BEEN AMAZED AT HOW
16 DESPICABLE YOU ARE IN YOUR BEHAVIOR TO OTHER PEOPLE.
17 YOU CALL YOURSELF A CHRISTIAN. IT'S FLABBERGASTING,
18 AND I'M DELIGHTED TO BE ABLE TO TELL YOU THAT. I
19 LOOK FORWARD TO YOUR DOWNFALL. AND YOU WILL DESERVE
20 IT.

21 BY DR. NORMAN:

22 AND WHAT?

23 BY DR. CRENSHAW:

24 YOU WILL DESERVE IT.

25 BY DR. NORMAN:

DEFENDANTS
0499
CONFIDENTIAL

1 ANYTHING ELSE THAT ---

2 BY DR. CRENSHAW:

3 AND IT'S TOO BAD, BECAUSE I THINK YOU'RE A NICE
4 GUY, BUT YOU'RE BEING USED AND YOU'RE LETTING YOUR
5 AMBITION GET IN YOUR WAY OF BEING A REALLY DECENT
6 PERSON, AND I CAN'T BELIEVE YOU HONESTLY BELIEVE IN
7 THE DEVIL. WHAT KIND OF PERSON IN THE 21ST CENTURY
8 BELIEVES THE DEVIL?

9 BY DR. NORMAN:

10 I BELIEVE IN A LOT OF THINGS IN THE BIBLE.

11 BY DR. CRENSHAW:

12 YEAH. DEPENDS ON WHICH ONES YOU BELIEVE THAT
13 REVEALS A LOT.

14 BY DR. NORMAN:

15 YOU KNOW, THERE ARE A LOT OF PEOPLE IN THE
16 WORLD THAT ACTUALLY BELIEVE THAT.

17 BY DR. CRENSHAW:

18 OH, I KNOW. EVERY TRIBE IN AFRICA BELIEVES IN
19 EVIL SPIRITS. WELCOME TO THE 21ST CENTURY.

20 BY DR. NORMAN:

21 YOU THINK YOU'RE CULTURALLY SUPERIOR TO THAT?

22 BY DR. CRENSHAW:

23 YEAH, WE PASSED THAT. WE PASSED THAT IN THE
24 ENLIGHTENMENT. YOU JUST DIDN'T GET THE MESSAGE.

25 BY DR. NORMAN:

DEFENDANTS
0500
CONFIDENTIAL

1 WHITE MAN'S BURDEN, ALL THAT KIND OF STUFF?

2 BY DR. CRENSHAW:

3 NO. OH, NO, NOT WHITE MAN'S BURDEN. I'M
4 TALKING ABOUT - I'M TALKING ABOUT RELIGION AS A
5 PRIMITIVE FORM OF UNDERSTANDING THE WORLD, WHICH IS
6 WHAT YOU'RE USING IT AS.

7 BY DR. NORMAN:

8 I'M TRYING TO EVOLVE AS FAST AS I CAN, BILL.

9 BY DR. CRENSHAW:

10 OH, COME ON. YOU'RE A SON OF A BITCH. LET'S
11 GET - I MEAN, YOU'RE A NICE SON OF A BITCH, BUT
12 YOU'RE STILL A SON OF A BITCH.

13 BY DR. NORMAN:

14 WELL, THANK YOU FOR AT LEAST GIVING ME THE NICE
15 PART.

16 BY DR. CRENSHAW:

17 YEAH, WELL, YOU ARE NICE. YOU'RE A NICE GUY.
18 YOU KNOW, I THINK WE COULD HAVE BEEN FRIENDS. THE
19 OTHER THING, IF YOU'D WATCH THE GODFATHER, WE
20 PROBABLY WOULD HAVE BEEN, BECAUSE THE GODFATHER
21 SAYS, BESIDES THE HEAD BIT, HE SAYS HOLD YOUR
22 FRIENDS CLOSE, BUT HOLD YOUR ENEMIES CLOSER. AND
23 THE MISTAKE YOU MADE WAS, ONE, MAKING ME AN ENEMY
24 FROM THE FIRST DAY, AND TWO, NOT CALLING ME BACK IN
25 AND WORKING STUFF OUT WITH ME BECAUSE WE COULD HAVE

DEFENDANTS
0501
CONFIDENTIAL

1 DONE THAT. BUT THAT'S YOUR FUCKING FAULT.

2 BY DR. NORMAN:

3 I WISH WE COULD HAVE DONE THAT.

4 BY DR. CRENSHAW:

5 I DO, TOO. I MEAN, IT'S A WASTED OPPORTUNITY.

6 I THINK IT'S TOO LATE TO TRY.

7 BY DR. NORMAN:

8 WE CAN GO THIS ROUTE - ACTUALLY, THIS ROUTE

9 WOULD BE ---

10 BY DR. CRENSHAW:

11 I DON'T LIKE THE SEMESTER STUFF OFF.

12 BY DR. NORMAN:

13 OKAY.

14 BY DR. CRENSHAW:

15 I DON'T LIKE THIS. I MEAN, YOU'D THINK

16 SOMEBODY WOULD LIKE A SEMESTER STUFF OFF.

17 BY DR. NORMAN:

18 YEAH.

19 BY DR. CRENSHAW:

20 AND IT DOESN'T APPEAL TO ME AT ALL TO BE

21 DISHONEST IN APOLOGIES. YOU'RE REALLY BEING

22 DISHONEST WITH THAT STUFF. I MEAN, IT'S JUST -

23 THAT'S WHAT I SAID, IT'S AN OFFER YOU CAN'T REFUSE.

24 THIS IS EXTORTION. YOU'RE MOVING ME TOWARD THIS

25 LITTLE PLAY AT THE END HERE.

DEFENDANTS
0502
CONFIDENTIAL

1 BY DR. NORMAN:

2 WELL, I DIDN'T - I DIDN'T REALIZE THAT WHAT YOU
3 WERE ALLUDING TO WAS A THREAT. I ---

4 BY DR. CRENSHAW:

5 I'M SORRY?

6 BY DR. NORMAN:

7 I WOULDN'T HAVE AGREED, WHENEVER YOU SAID OFFER
8 YOU CAN'T REFUSE, I WOULDN'T HAVE AGREED TO THAT, TO
9 THE CHARACTERIZATION IF I KNEW WHAT YOU WERE
10 REFERRING TO.

11 BY DR. CRENSHAW:

12 OH, GOTCHA.

13 BY DR. NORMAN:

14 WHAT I MEANT WAS I WAS TRYING TO MAKE ---

15 BY DR. CRENSHAW:

16 YOU THOUGHT IT WAS A DECENT OFFER.

17 BY DR. NORMAN:

18 I WAS TRYING TO MAKE A DECENT OFFER.

19 BY DR. CRENSHAW:

20 NO, THAT'S NOT A DECENT OFFER AT ALL. IT'S A
21 SHAMEFUL OFFER.

22 BY DR. NORMAN:

23 OKAY.

24 BY DR. CRENSHAW:

25 YOU KNOW, IF YOU HIRED ME AS AN ADVISOR, YOU'D

DEFENDANTS
0503
CONFIDENTIAL

1 BE DOING A LOT BETTER RIGHT NOW BECAUSE I COULD HAVE
2 HELPED YOU AVOID SOME OF THESE PROBLEMS. I'M STILL
3 AVAILABLE AS A CONSULTANT, WHETHER I'M ON CAMPUS OR
4 NOT.

5 BY DR. NORMAN:

6 REALLY?

7 BY DR. CRENSHAW:

8 I WISH ERSKINE WELL. ACTUALLY, I WISH YOU WELL
9 BECAUSE YOU'RE TIED IN WITH ERSKINE NOW. I THINK
10 THIS RELIGIOUS DIRECTION WE'RE GOING IS A DISASTER
11 ---

12 BY DR. NORMAN:

13 THAT COULD BE REALLY INTERESTING, ACTUALLY, IF
14 YOU WOULD AGREE, IF YOU GO THE - IF WE GO THE BUY-
15 OUT OPTION ---

16 BY DR. CRENSHAW:

17 YEAH.

18 BY DR. NORMAN:

19 I WOULD LOVE TO PRESERVE IN THERE SOME
20 POSSIBILITY OF US TALKING.

21 BY DR. CRENSHAW:

22 I DON'T HAVE ANY PROBLEM WITH THAT. I REALLY
23 DON'T. I DON'T ---

24 BY DR. NORMAN:

25 AND IF YOU WANT TO CHARGE, I MEAN ---

DEFENDANTS
0504
CONFIDENTIAL

1 BY DR. CRENSHAW:

2 NO, I DON'T KNOW IF I WANT TO CHARGE, EVEN, BUT
3 I MEAN, I'D BE GLAD TO - AND I MEAN, YOU KNOW, IF
4 I'M AROUND, I DON'T THINK WE'LL BE OUT OF TOWN. IF
5 YOU GET JAMMED UP ON A COURSE AND NEED SOMEBODY TO
6 SUBSTITUTE A COURSE, I'M IN TOWN. THAT'S NO
7 PROBLEM. AND THEN, I HAVEN'T LIKED ALL THIS ATTACK
8 STUFF THIS YEAR, ANYWAY. IT'S BEEN A DRAIN ON ME
9 PSYCHOLOGICALLY.

10 BY DR. NORMAN:

11 IT'S BEEN KILLING ME, TOO. AND THAT'S PARTLY
12 WHY WE HAVEN'T BEEN ABLE TO SIT DOWN AS FRIENDS AND
13 TALK IS BECAUSE YOU'VE BEEN DR. CRENSHAW AND I'VE
14 BEEN THE NEW PRESIDENT.

15 BY DR. CRENSHAW:

16 YEAH.

17 BY DR. NORMAN:

18 AND IF WE CAN GET PAST THAT, THEN WE CAN BE
19 PEOPLE AGAIN ---

20 BY DR. CRENSHAW:

21 YEAH, SURE. I MEAN, THAT WORKS FOR ME.

22 BY DR. NORMAN:

23 AND I KNOW IT'S GOING TO BE EXPENSIVE FOR
24 ERSKINE, BUT YOU KNOW, WE'LL DO IT.

25 BY DR. CRENSHAW:

DEFENDANTS
0505
CONFIDENTIAL

124

1 WELL, WE CAN GET PAST IT. I DON'T - I TEND TO
2 LET THINGS GO. ESPECIALLY WHEN I'M NOT IN THE
3 MIDDLE OF IT, I LET THINGS GO. I HAVE NO DESIRE TO
4 SEE ERSKINE FOLD. EVEN THOUGH I SAID A NASTY THING
5 AND I SAID I HOPE YOU FAIL, I DON'T REALLY - TO THE
6 EXTENT THAT YOUR SUCCESS IS TIED WITH ERSKINE, I
7 DON'T HOPE YOU FAIL, CLEARLY. BUT NO, WE COULD BE
8 BEST OF BUDDIES WHEN THIS IS OVER. I MEAN, REALLY,
9 NOT A PROBLEM. AND I WON'T DO ANYTHING TO YOUR
10 KIDS.

11 BY DR. NORMAN:

12 GOOD. THANK YOU.

13 BY DR. CRENSHAW:

14

15

16

17

18

19

20

21

22

23

24

25

[REDACTED] BUT I KNOW ERSKINE'S
FINANCIAL SITUATION - IN FACT, I CONTRIBUTED \$3,000
TO ERSKINE THIS YEAR. YOU MAY NOT HAVE KNOWN,

DEFENDANTS
0506
CONFIDENTIAL

1 BECAUSE WHAT I DID WAS NOT - I'VE GOT A - I GET
2 REIMBURSED FOR EXPENSES THROUGH THAT CHAIR, BUT IF I
3 DON'T USE THAT MONEY, THE CHAIR ROLLS OVER TO
4 ERSKINE. AND SINCE I COULD BE REIMBURSED OTHER
5 METHODS AND I HAVEN'T APPLIED YET FOR REIMBURSEMENT
6 THROUGH OTHER METHODS. I JUST LET THAT MONEY ROLL
7 OVER FOR ERSKINE.

8 BY DR. NORMAN:

9 THANK YOU.

10 BY DR. CRENSHAW:

11 I'M NOT A BAD GUY.

12 BY DR. NORMAN:

13 THAT IS ACTUALLY - NOT ONLY IS THAT A VERY
14 GENEROUS GIFT, BUT IT'S A VERY CLASSY WAY TO GIVE
15 IT. BECAUSE YOU WEREN'T TRYING TO STAND UP ON A,
16 YOU KNOW, STUMP AND SAY, LOOK AT ME. I'M GIVING TO
17 ERSKINE. THAT'S VERY CLASSY.

18 BY DR. CRENSHAW:

19 YEAH, IN FACT, I JUST TOLD BRAD TODAY - I MAY
20 JUST SEND HIM A LETTER BECAUSE - THEY WANTED ME TO
21 SEND A LETTER SAYING I HAD SPENT IT, AND I MEANT TO
22 SEND THAT LETTER EARLIER, BUT I JUST ---

23 BY DR. NORMAN:

24 YEAH.

25 BY DR. CRENSHAW:

DEFENDANTS
0507
CONFIDENTIAL

1 SO, YEAH, ERSKINE NEEDS THE MONEY. IF I NEED
2 REIMBURSEMENT, I'LL GET IT THE OTHER WAY. I WOULD
3 LIKE TO, IF I COULD, STILL SUBMIT THE REIMBURSEMENT
4 THAT I DID SUBMIT FOR THAT THROUGH THE ENGLISH
5 DEPARTMENT, EVEN IF WE DO THIS ROUTE, FOR STUFF I
6 SPENT LAST YEAR. IS THAT - WOULD THAT BE OKAY?

7 BY DR. NORMAN:

8 I'M NOT SURE. LET'S LOOK AT THE LOGISTICS OF
9 IT BECAUSE ---

10 BY DR. CRENSHAW:

11 OKAY. YOU CAN LET ME KNOW.

12 BY DR. NORMAN:

13 PROBABLY SO, THOUGH.

14 BY DR. CRENSHAW:

15 BUT IT WAS - IT WAS STUFF THAT I EXPENDED LAST,
16 YOU KNOW - WELL, STUFF I EXPENDED LAST YEAR.

17 BY DR. NORMAN:

18 OKAY.

19 BY DR. CRENSHAW:

20 OKAY. INTERESTING.

21 BY DR. NORMAN:

22 AND YOU KNOW WHAT, I APPRECIATE THESE LAST
23 COUPLE OF MINUTES THAT WE'VE HAD BECAUSE ---

24 BY DR. CRENSHAW:

25 WE'VE BEEN MORE PEOPLE WITH EACH OTHER THAN WE

DEFENDANTS
0508
CONFIDENTIAL

1 ---

2 BY DR. NORMAN:

3 YEAH, ABSOLUTELY.

4 BY DR. CRENSHAW:

5 I AGREE. GOOD.

6 BY DR. NORMAN:

7 THANK YOU.

8 BY DR. CRENSHAW:

9 EXCELLENT. THANK YOU. AND I'LL BE BACK IN

10 TOUCH. HOW OLD ARE YOUR KIDS NOW, ANYWAY?

11 BY DR. NORMAN:

12 I HAVE A TWO-YEAR-OLD ---

13 BY DR. CRENSHAW:

14 REALLY, TWO, WOW.

15 BY DR. NORMAN:

16 NO KIDDING. HE'S KICKING OUR TAIL. A TWO-

17 YEAR-OLD, A SIX-YEAR-OLD AND AN EIGHT-YEAR-OLD.

18 BY DR. CRENSHAW:

19 WOW, EIGHT-YEAR-OLD. THEY'RE OVER AT CHEROKEE

20 TRAIL OR ---

21 BY DR. NORMAN:

22 UH-HUH.

23 BY DR. CRENSHAW:

24 YEAH, COOL.

25 BY DR. NORMAN:

DEFENDANTS
0509
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1 CHEROKEE TRAIL IS AWESOME.

2 BY DR. CRENSHAW:

3 CHESTER'S A GOOD GUY. CHESTER AND I WERE
4 PARAMEDICS TOGETHER FOR A LONG TIME.

5 BY DR. NORMAN:

6 YEAH. IT'S AN IDYLIC LITTLE LIFE THAT THEY'VE
7 GOT FOR US HERE.

8 BY DR. CRENSHAW:

9 YEAH, AND BY THE WAY, ONCE THIS IS OVER, EITHER
10 WAY, IF YOU WANT TO SIT DOWN AND TALK ABOUT ANY OF
11 THE GRIEVANCES AND STUFF AND LET ME SHOW YOU WHAT'S
12 GOING ON, I'LL BE GLAD TO. BUT THAT'S SOMETHING
13 YOU'D WANT TO DO PERSONALLY. YOU'VE GOT BUSINESS, I
14 MEAN, I KNOW - IT'S NOT LIKE YOUR JOB IS NOT BUSY.

15 BY DR. NORMAN:

16 YEAH.

17 BY DR. CRENSHAW:

18 BUT WE MAY ACTUALLY BE ABLE TO TALK TO EACH
19 OTHER.

20 BY DR. NORMAN:

21 THANKS.

22 BY DR. CRENSHAW:

23 NO, THANK YOU.

24 (THE RECORDING WAS CONCLUDED.)

DEFENDANTS
0510
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129

STATE OF SOUTH CAROLINA
COUNTY OF ABBEVILLE

CERTIFICATE OF NOTARY PUBLIC
2012-CP-01-158

WILLIAM CRENSHAW, *
*
PLAINTIFF, *
*
VERSUS *
*
ERSKINE COLLEGE AND DAVID *
A. NORMAN, *
*
DEFENDANTS. *

I, JILL BISHOP EDWARDS, A NOTARY PUBLIC FOR THE
STATE OF SOUTH CAROLINA, DULY COMMISSIONED AND QUALIFIED
AS SUCH, DO HEREBY CERTIFY THAT THE FOREGOING 128 PAGES
REPRESENT A TRUE AND ACCURATE TRANSCRIPT OF THE CD GIVEN
TO DIXY TURNER AND ASSOCIATES, INC., BY FORD AND
HARRISON.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL
SEAL THIS 7TH DAY OF MAY, 2013.

Jill B. Edwards

JILL BISHOP EDWARDS
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 7/14/2020

*THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH
MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.

DEFENDANTS
0511
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ERSKINE
COLLEGE



August 12, 2011

Dear Dr. Crenshaw:

The delivery of this letter to you means that the attempt to privately resolve the question of your continued employment by mutual consent has not been successful. I deeply regret our inability to reach an agreement. We must now proceed to the second phase of the formal process afforded to you as a tenured faculty member who is being terminated for cause.

As you know, formal grievances are pending against you at this time growing out of events that took place on or after September 24, 2010. ("Category I Allegations").

In addition to these grievances, I am aware of the way you interacted with the special grievance committee I later appointed, as they attempted to resolve these matters. ("Category II Allegations").

As a third matter, it has come to my attention that you have made certain public statements on the internet that reflect negatively upon the College and its mission. ("Category III Allegations").

I have decided to take up all three of these matters together. I am acting under that section of the College Faculty Manual that reads in pertinent part:

**Termination of Tenured Faculty Appointments
Procedures (Tenured Faculty only)**

1. Preliminary Proceedings

When questions about the fitness of a tenured faculty member arise, the President, in consultation with the appropriate academic vice president, will seek to resolve the matter with the tenured faculty member in private. If the matter is not resolved by mutual consent, the President will formulate a statement describing the grounds for dismissal.

The College Faculty Manual, 35-36 (emphasis added).

This letter is my "statement describing the grounds for dismissal."

Erskine College • President's Office • P.O. Box 308 • Due West, SC 29639 • 864.379.8833 • www.erskine.edu

Defendants 0840
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You have a right under College policy to a full hearing before a faculty committee. Unless you waive your right to a hearing, it shall be held on August 29th at 9 AM on in the Chestnut Room. This schedule is subject to adjustment upon reasonable request. As also stated in the handbook, you will reply to this letter in writing, stating whether this hearing is desired. This reply shall not be less than two weeks before the date set for the hearing.

I have decided, effective immediately, to suspend you from your position throughout these proceedings, with pay. For this reason, the classes you were scheduled to teach this Fall are being covered by other professors. Although it may go without saying, I might also remind you that any attempts to intimidate or retaliate against witnesses or other interested parties or to disparage this institution would be inadvisable.

In conjunction with this letter, I am providing to you the documents that I have relied upon in making my preliminary decision. Should you pursue a full hearing before the hearing committee, the entire case will be heard *de novo*. That means that both you and I will be allowed to present additional evidence that is relevant to the grounds for termination outlined in this letter. A verbatim record of the hearing shall be kept.

I will now address separately in the following sections each of the three categories referenced above. The standard that was applied by me in deciding all three of these matters is as follows:

Did you engage in personal conduct which substantially impairs your fulfillment of institutional responsibilities?

The College Faculty Manual, p.35 ("Grounds for the dismissal of tenured faculty member. . .").

**Category I Allegations --
The September 24 Events
And Their Aftermath**

On September 24, 2010, events took place in the vicinity of Belk Hall on the Erskine Campus. The events began with a student in your classroom and progressed to the calling of EMS and law enforcement. After the events in the vicinity of Belk Hall transpired, there were a number of communications of various types concerning those events.

At the outset, I would like to point out that there is one aspect of your conduct that I have decided to exclude from the discipline process. In particular, after the September 24 incident, you took it upon yourself to criticize the personnel and operations of the Erskine College Athletic Training Program and the Department of Athletics. I have decided to extend to you a broad degree of latitude when it

DR. CRENSHAW—GROUNDS FOR DISMISSAL | 2

comes to the expressing of questions, concerns, and even criticisms about safety issues.

I have assumed that you observed on September 24 what you believed to be a medical emergency, even though the end result appears to be that there was no lasting harm to the student. Under those circumstances, you had a right, and, perhaps, a duty, to raise questions and concerns, and even to criticize.

I want to make clear, however, that I am not accepting the validity of your comments, and I am certainly not accepting the manner in which you asserted them. To put it bluntly, you were rude and overbearing. You unnecessarily inflicted pain and emotional distress upon other members of the Erskine community who are working hard every day to fulfill the mission of the College. I condemn your manners in this regard, but discipline is not being proposed for bad manners or your underdeveloped skill in the effective expression of ideas.

While I am more than willing to give you broad latitude when it comes to questions, concerns and criticism over safety issues, I am convinced that you, on September 24, moved out of the realm of ideas and into the realm of unacceptable actions. Set forth below are the three substantive allegations arising out of your misconduct on September 24 that I have credited.

Allegation 1

It is alleged that you, on September 24, 2010, in front of Belk Hall, climbed into, and wrongfully remained in, an ambulance that contained a student. Ex 1, p.2 (Weyer-Peeler).

This allegation is supported by the statement of eye witness Maureen Shamy. Ex. 2, pp.1-2.

This allegation is supported by the statement of eye witness Bradley Christie. Ex. 11, pp. 1-2.

This allegation is supported by the statement of eye witness Nicole Matuseski. Ex. 12, p.1.

You have denied all allegations. Ex. 14, pp. 1, 2, 3 (Tr. of 12/15/10 Griev. Mtg.).

I find probable cause to believe that this allegation is true.

Allegation 2

It is alleged that you, on September 24, 2010, in front of Belk Hall, pushed aside the student's emergency contact and unofficial guardian (Ms. Shamy) while Ms.

Shamy was attempting to communicate concerning that student's care. Ex. 1, p.2 (Weyer-Peeler).

This allegation is supported by the statement of Maureen Shamy. Ex. 2, pp. 1-2.

This allegation is supported by an admission you made to Bradley Christie on September 24, 2010. Ex. 11, p.2 ("likely shoved her away.").

This allegation is supported by the statement of eye witness Nicole Matuseski. Ex. 12, p.1.

You have denied all allegations. Ex. 14, pp. 1, 2, 3 (Tr. of 12/15/10 Griev. Mtg.).

I find probable cause to believe that this allegation is true.

Allegation 3

It is alleged that you, on September 24, 2010, in front of Belk Hall, took it upon yourself to advise a student concerning a medical matter when that student was in the presence of EMS personnel and Ms. Shamy, all of whom had more authority in the matter than you did. Ex. 1, p.2 (Weyer-Peeler).

This allegation is supported by the statement of eye witness Maureen Shamy. Ex. 2, pp.1-2.

This allegation is supported by the statement of eye witness Bradley Christie. Ex. 11, pp. 1-2.

This allegation is supported by the statement of eye witness Nicole Matuseski. Ex. 12, p.1.

You have denied all allegations. Ex. 14, pp. 1, 2, 3 (Tr. of 12/15/10 Griev. Mtg.).

I find probable cause to believe that this allegation is true.

Discussion of Category I Allegations

On September 24, 2010, you saw a situation with a student that you thought warranted medical attention. EMS was called and arrived at Belk Hall. At that point, your responsibilities ended. Even if you have EMS credentials, those credentials did not give you the right to attempt to assert control of the situation after EMS personnel arrived. Your authority was subordinate to that of EMS personnel, and Ms. Shamy.

It is also worth noting, since it is a fact that you chose not to accept, your authority was subordinate to that of Dr. Christie, who is your supervisor. When

Dr. Christie attempted to exercise some restraint upon your actions you told him to "get out" of the ambulance and that "the situation had nothing to do with Erskine." Subsequently, you apologized to Dr. Christie for your rude tone. Ex. 11, pp.1-2 (Christie).

**Category II Allegations –
The Special Faculty Grievance Committee**

In order to better understand your interactions with the special faculty grievance committee appointed by me, a brief chronology is set forth below:

September 27, 2010 – A formal written grievance was submitted by Mark Peeler, Director of Athletics, and Adam H. Weyer, Head Athletic Trainer. Ex. 1.

September 29, 2010 – A formal grievance was submitted by Gid Alston, Chairman, Department of Health and Human Performance. Ex. 3.

October 1, 2010 – The above-mentioned grievances were forwarded to N. Bradley Christie, Interim Vice President and Dean of the College. Dr. Christie informed the grievants that if they wished to pursue these cases, "please file your respective petitions with the Grievance Committee...." Dr. Christie cited the "Faculty Manual, 60." Letter attached as Exhibit 4; Excerpt from Faculty Manual attached as Exhibit 5.

October 14, 2010 – The Grievance Committee met and you appeared. You advised the committee that you would be accompanied by legal counsel should the meetings continue. You also advised the committee that other documents would be subject to subpoena. The committee concluded:

Our charge is limited to bringing about collegial mediation between peers; in our opinion the involvement of external legal counsel takes this above a peer negotiation that we would be able to attempt, and this exceeds our role.

Motion: As our discussions have failed to formulate a workable mediation plan, that we return to the academic office the grievances filed by Prof. Weyer, Mr. Peeler, and Dr. Alston against Dr. Crenshaw **PASSED**.

Ex. 6.

October 25, 2010 – November 2, 2010 – The faculty Grievance Committee was unable "to formulate a workable mediation plan" As a result, the grievances were returned to the Academic Office. At this time, Dr. Christie forwarded the case to the President's Office for adjudication. Exs. 7 and 8.

DR. CRENSHAW—GROUNDS FOR DISMISSAL | 5

November 8 – November 9, 2010 – Dr. Norman appointed a special faculty grievance committee to determine the extent of culpability regarding the charges. Ex. 9. It was contemplated by Dr. Norman that the special faculty grievance committee would advise him on the extent of relevant culpability and he (Dr. Norman) would "determine what disciplinary measures may be appropriate." Ex. 10.

December 15, 2010 - January 4, 2011 – The special faculty grievance committee met on two occasions. There is a transcript of the meeting that took place on December 15, 2010, which will be referred to in more detail below. Ex. 14. On January 4, 2011, the special faculty grievance committee sent a letter to Dr. Norman concluding that: "faculty governance will not be successful in this case. Therefore, we are turning this matter back over to the president's office for further action." Ex. 15.

You appeared at the hearing of the special faculty grievance committee and made a general denial of all allegations against you. Ex. 14, pp. 1, 2, 3. You then explained to the special faculty grievance committee that you had not been interested in "mediation," rather, you want an "adjudication:"

From my first becoming aware that allegations had been filed against me, I understood that the resolution could only come from the adjudication for the following reasons:
Mediation seeks resolution through negotiation; a third party acts as a mediator to help disputants reconcile their difference through explanation and compromise.

Adjudication seeks resolution through judgment, a third party acts as a judge to determine the truth of competing ascertains.

The nature of the competing ascertains [sic] and claims, in this case, do not lend themselves the nature of those claims and ascertains [sic] does not lend themselves, sorry, to the final set of grievances, I'm sorry, to mediation. I'm sorry. Let me do that again. The nature of the competing ascertains [sic] to claims in this case does not lend itself to mediation.

Ex. 14, p.2.

You wanted an "adjudication." I have no problem with that. You even implicitly recognized the authority of the special faculty grievance committee when you told them that they were "the judge and jury." Ex. 14, p.6. It is what follows that I find to be culpable. You deliberately set about to sabotage the hearing process

with obstructionist actions. You engaged in the following examples of unacceptable conduct:

1. You asserted that you had the unilateral right to refuse to answer questions that you deemed to be not "in keeping with the standards of fairness in due process." Ex. 14, p.3. An example of your evidentiary rulings involved the question: "if you would, in your own words, describe the events that occurred on September 2[4th]?" Ex. 14, p.5. Your response to the question was to place demands upon the questioner: "Do you have a particular accusation that you're addressing to form the grievance?" Ex. 14, p.5. The questioner explained: "I am simply asking your view." Ex. 14, p.5. You then chastised the questioner: "I asked you a yes or no question," and proceeded to apologize, in a way, while saying again that "I am under no obligation to answer such a question." Ex. 14, p.5. The transcript is replete with such examples.
2. You threatened the special faculty grievance committee: "You people are putting yourselves in harm's way. This is gonna go to court. You don't want it here. You are putting yourselves in harm's way. That's what I am trying to tell you." Ex. 14, p.7. Later you said, "I would not stay on this committee" and "you are to put yourself in jeopardy." Ex. 14, p.13.
3. Your threats had the effect you desired. Dr. Eisner resigned from the committee saying, "I am very much a proponent of faculty self-governance and defending faculty rights, but the environment is so toxic, with pervasive bullying on the part of Dr. Crenshaw that I must recuse myself." Ex. 14.
4. A large portion of the December 15 hearing transcript is made up of instructions by you to the committee about how they should do their job. For example, see Ex. 14, pp. 8, 10, 11, 13, 14, etc.

I find probable cause to believe that you engaged in misconduct before the Special Faculty Grievance Committee.

Discussion of Category II Allegations

The above-cited examples, plus the entire December 15 transcript, taken as a whole, establish a bullying behavior on your part and contempt for the special faculty grievance committee. Your actions made it impossible for the committee to do its work. Finally, the committee threw up its hands and sent the matter back to me while seeking protection from your threats. In its final letter, the committee summarized the matter as follows:

DR. CRENSHAW—GROUNDS FOR DISMISSAL | 7

From the beginning it became readily apparent that Dr. Crenshaw's interpretation of the committee's role, what questions should be asked or answered and in what context, and what specific areas to which the questions should be limited was very different from that of the committee members. Dr. Crenshaw was asked for his account of the events in question; he felt this was not sufficiently specific and declined to answer. After an appropriate amount of time was spent on further questions and discussion, the committee agreed that we would not be able to gather the information necessary to make an informed decision, and there were sufficient other concerns that we voted to suspend the actions of the committee until further notice.

At this time we believe that we can do no more to help resolve this situation. It is our opinion that faculty governance will not be successful in this case. Therefore, we are turning this matter back over to the president's office for further action. Also, per our discussion, you absolve the committee and its members of any responsibility or actions regarding this matter.

Ex. 15.

It is important to me that your actions before the special faculty grievance committee evidence a pattern. Just as you refused to acknowledge legitimate authority on September 24, you refused to acknowledge and respect the legitimate authority of the special faculty grievance committee on December 15. While vigorously asserting your frequent claims of ignorance, oppression and tyranny on the part of others, you have overstepped the line. Your volatility has created a hostile working environment on the Erskine campus. In summary, you have repeatedly engaged in conduct that impairs your fulfillment of institutional responsibilities.

Category III Allegations --
Disloyalty and Disparagement of the College and Its Mission

This allegation is simple. You posted on a computer blog the following statement:

I think this site does accomplish three things. First... This is a means to an end. The end are [sic] the other two accomplishments: second, people are encouraged to quit donating to Erskine and to quit sending their kids until all this is straightened up.

Ex. 16 (emphasis added),

Discussion of Category III Allegations

The above statement is blatant disloyalty to Erskine College. Regardless of the ends you may be attempting to achieve, the method you have chosen substantially impairs your fulfillment of institutional responsibilities as a tenured professor and has the potential to seriously harm the College. You apparently believe that you can engage in disloyal and disparaging activities against Erskine College and at the same time collect a paycheck from the College. I am confident that you are wrong. This is a terminable offense.

Conclusions

There are two basic questions for me to determine. First, is there probable cause to believe that you engaged in culpable conduct? I have answered that question in the affirmative.

The next question for me to consider is the appropriate penalty. In this connection, I have reviewed your file and concluded that you have engaged in conduct of a similar nature in the past and have even received lesser forms of discipline. For example, I am sure you recall the reprimand you received in 2007, and your required apology to a student in 2005. All of these past instances, along with the current one, convince me that there is no reason to hope that disciplinary measures short of termination will correct your behavior. Therefore, my decision is to seek your termination in accordance with the procedure outlined above.

Sincerely,

David A. Norman
President

EXHIBIT 1



Adam Weyer, M.Ed., ATC
 Head Athletic Trainer
 Assistant Professor In Athletic Training
 Associate Athletic Director
 PO Box 338
 Due West, SC 29639
 864-379-8890 Office
 864-379-2197 Fax
 weyer@erskine.edu

September 27, 2010

Mrs. Tracy Spires
 Director of Institutional Research
 Erskine College

Mrs. Spires:

The purpose of this letter is to file a grievance on behalf of the Erskine College Athletic Training Department and the Department of Athletics against Dr. William Crenshaw, Dorn-Reeder Professor of English, as a result of his actions that began on Friday, September 24th and have continued to date.

On the morning of Friday, September 24th, a student-athlete slipped and fell during an early team practice before classes began. The student-athlete was monitored for the remainder of practice by the head coach, who is certified in First Aid and CPR. At the end of practice, the coach felt that the student-athlete was not showing any symptoms of an injury that necessitated immediate referral to a hospital. Per our protocol the head coach informed her staff athletic trainer, Nicole Matuseski, ATC, of the injury. The coach was told to instruct the student-athlete to report to the athletic training room as soon as possible for follow-up evaluation. The above steps follow our normal protocol in regards to a potential head injury sustained by one of our student-athletes.

During class, the student-athlete began to become, according to Dr. Crenshaw, disoriented and lethargic. As a result, Dr. Crenshaw contacted Dr. Robyn Agnew, Vice President for Student Services, to inform her of the situation. Dr. Agnew has told me that she intended to call me due to the fact that the student was a member of one of our intercollegiate athletic teams. According to Dr. Agnew, Dr. Crenshaw's response was, and I paraphrase, "We don't need a trainer, we need EMS.... if you aren't going to call them, then I am." (Had the student been unconscious or not breathing, an EMS call would have been necessary, but that was not the case.). At that time, Dr. Agnew called my office, but I was not there, she then proceeded to call Mr. Scott DeCiantis, Athletic Training Education Program Director, to inform him of the situation. Meanwhile, Dr. Crenshaw took it upon himself to call the Abbeville County Emergency Medical System and request an ambulance. This is breach of the protocol that we have in place and have reviewed with the Office of Student Services in regards to the care of an Erskine College student-athlete. Once the phone call was made to Dr. Agnew, who knows our protocols, Dr. Crenshaw should have allowed the proper personnel to take over the situation.

When I was notified, minutes after Scott received the phone call, I immediately went over to Belk Hall. When I arrived to the classroom, the EMT's had just arrived at the scene and had just begun their evaluation of the student-athlete. Due to the fact that our protocol states that once the EMT's arrive they assume control of the medical situation, I did not interfere and allowed them to do their job. I did discuss with the EMT that we would like for her to be transported to Self Regional Hospital in Greenwood. At this time, I thought that the situation was over and that the student-athlete was being transported to the hospital. But, that was not the case.

The following account is according to Nicole Matuseski, ATC, who was a witness. The guardian of the student-athlete was also at the scene of the incident. She was advising the student that she had the option to refuse treatment and remove herself from the back of the ambulance. At this time, the student stated (and I paraphrase), that she wanted to leave the ambulance and accompany her guardian to the office of our team physician. Once this comment was made by the student, Nicole Matuseski, ATC began to initiate our protocol for mild head injuries and called our team physician to apprise him of the situation and was informed that we could take the student-athlete immediately to his office for further evaluation. The EMT's would not allow the student-athlete to refuse treatment and it is at this time that Dr. Crenshaw placed himself back into the incident. From what I understand, Dr. Crenshaw and the guardian got involved in a disagreement during which the guardian was physically pushed aside by Dr. Crenshaw as he climbed into the back of the ambulance with the student-athlete. I was not a witness to this part of the morning because Dr. Agnew and I were discussing the events in the middle of the mall while this was taking place in front of Belk Hall. During our discussion, police cars arrived and I realized that things were not taking place as planned. We began to walk to the front of Belk where the ambulance was still parked. When I arrived in front of Belk Hall, Dr. Crenshaw was still in the back of the ambulance advising the student-athlete as to what she needed to do. Meanwhile, her guardian was not granted such privileges. After several more minutes of arguing between the guardian, EMT, and Dr. Crenshaw, I accompanied the student-athlete in the ambulance to Self Regional Hospital.

The Athletic Training Department has a very simple protocol in place in regards to the treatment of student-athletes. This protocol has been discussed with the Office of Student Services, and they are in agreement with this protocol, which calls for the involvement of the Erskine College Athletic Training staff whenever a student-athlete becomes ill or injured. When Dr. Crenshaw made the initial phone call to Dr. Agnew, Dr. Agnew knew what the next step was supposed to be and she did the appropriate thing by calling me or a member of my staff. If Dr. Crenshaw would have allowed the system to work, there would have been no problems. Instead, he didn't like the protocol that was established and decided to take matters into his own hands. By doing this, he created several losses that will have to be absorbed by Erskine College and the Erskine College Athletic Department. These losses include: time, money for medical bills, and a possible retention issue with the student-athlete.

A second reason for this grievance is that Dr. Crenshaw has continued to slander the Erskine College Athletic Training staff through a series of e-mails that were sent to several members of the administration of Erskine College, including Dean Christie, Dean Agnew, and Dr. David Norman. In these e-mails Dr. Crenshaw insinuates that the

athletic training staff is not properly educated, trained, or otherwise prepared to provide care for the student-athletes of Erskine College. He asserts that the policies and procedures that we have in place "endanger" our student-athletes. He further claims that our protocols cause more harm to our student-athletes than help. These remarks are very slanderous to the athletic training staff and feel that Dr. Crenshaw needs to be held responsible for these remarks.

A third reason for this grievance is that Dr. Crenshaw has now begun to make slanderous remarks both online and in his classes regarding our abilities to treat current student-athletes. Several students have reported to members of the athletic training staff and coaches that Dr. Crenshaw was questioning student-athletes regarding the reasons they go to the athletic training staff instead of going straight to a doctor when they are injured or sick. By doing so, Dr. Crenshaw is creating a situation of distrust between the athletic training staff and current student-athletes. This could hinder our ability to properly treat our student-athletes. He, reportedly, has also been discussing Friday's incident in his English classes. In doing so, he has violated the student's privacy by mentioning her name, details, etc. He has begun to involve more people in this situation, showing regrettably bad judgment, and creating great potential to exacerbate the situation.

In closing, the actions of Dr. William Crenshaw that began on the morning of Friday, September 24th, 2010 and have continued until this day are inappropriate, and show egregious lack of judgment. His actions are affecting current and future students. As a result of his actions, the student-athlete is considering withdrawing from Erskine College and if she does so, at least one other might go with her. This is not a time when Erskine College can afford to lose students due to actions of a professor who acts independently as he sees fit, regardless of the scope of his job description or established protocols. Thank you for your attention to this matter. I would appreciate being informed as to what the next step is in this process and when I can expect that to take place.

Sincerely,

Adam H. Weyer, ATC
Head Athletic Trainer

Mark Peeler
Director of Athletics

EXHIBIT 2

Erskine College and Seminary

On Sep 27, 2010, at 9:15 PM, Maureen Shamy wrote:

I am writing this to file a formal complaint about the actions of Mr. Crenshaw on Friday Sept. 25th approximately 8:30 a.m.

I was on campus that morning and was called to come to Belk hall because Olivia had fallen asleep in class. She had fell at practice and hit her head and Crenshaw called EMS.

Upon my entering Belk hall I observed Olivia Lawnick sitting at a desk with Dr. Crenshaw holding her hand. Olivia then stated she did not want to go to the hospital that I should call the trainer and her coach. Both were on scene in the hall.

I waited for Ems to take Olivia out of the building at which time I asked to speak with her. I was granted permission and I entered the ambulance at which time Olivia again said she did not want to go to the hospital. I then told her she has a legal right to refuse treatment but since she is 18 that she has to tell EMS I can not do this for her. Olivia then told them she did not wish further treatment. At this time she began to sit her up and I exited the vehicle. I assumed they were going to have her sign an AMA (release against medical advice). At this point Mr. Crenshaw came rushing out of the front of Belk hall. EMS told him she is refusing treatment. Mr. Crenshaw then came to the back of the ambulance and physically pushed me back and shut the ambulance door. At this time I asked him who he thought he was pushing around and who was he. He stated that he was a paramedic was Olivia's advisor and that I had no jurisdiction down here. At this point I called 911 and reported a complaint of assault on me by Crenshaw.

Olivia had become very upset at this point

screaming that she wanted to get out of the ambulance and get treatment with the athletic department. Mr. Crenshaw then opened the ambulance door and entered the back and shut the door again. He proceeded to tell Olivia to stop listening to what everyone was telling her and that she needed to go to the ER. Olivia kept pointing and crying asking to speak with her coach and Dr. Christi. Dr. Christi attempted to go to Olivia at which point he was told in no uncertain words by Mr. Crenshaw to get out of here he had no business being there.

So my first complaint is that Mr. Crenshaw physically pushed me back away from the back of the ambulance. This is assault.

He then entered the ambulance against Olivia's wishes and brow beat her into going to the hospital.

He also showed total disregard to his superiors by telling them they have no business being here and to get out of the way.

I want Mr. Crenshaw to be held accountable for his actions. He is an employee of Erskine College and he physically assaulted a parent of a student. Although it is none of my business what he said to Dr. Christi and Robin Agnew he was far from being a highly respectable employee of Erskine College. He stepped way over the boundary of teaching and created a very bad situation. He had no right to come out of Belk Hall to begin with. His job was done when he called EMS and they took Olivia out of his class.

I spoke with both Dr. Christi and Dr. Norman about this situation and was told and assured that this would not affect any of the students in his class. No sooner does this assurance come than Mr. Crenshaw confronts the students in class making one student cry and verbally abusing another student. Then he posts a blog about

about the incident and tells all his students they must respond.

This action is uncalled for.

I am not feeling very reassured by the administration of Erskine and I do feel that these students are out of harms reach. It is not beyond belief that this man will fail these kids because of my actions or anyones elses against him

I have already contacted the Erskine police department and I have filed assault charges on Mr. Crenshaw. There were at least 4 witnesses to this assualt. I hope that this college will take the appropralte action needed. Your staff should be held to the highest standard and Crenshaw has tarnished this collége
Maureen Shamy

EXHIBIT 3

ERSKINE

COLLEGE

Due West, South Carolina, 29639

September 29, 2010

Ms. Tracy Spires
Director of Institutional Research
Erskine College

Ms. Spires:

The purpose of this letter is to file a grievance on behalf of the Department of Health and Human Performance against Dr. William Crenshaw, Dorn-Reeder Professor of English. This grievance addresses actions taken by Dr. Crenshaw relating to an incident that occurred on the morning of Friday, the 24th of September.

Dr. Crenshaw apparently had a disagreement with one of our Athletic Trainers regarding the medical treatment of a student who had suffered a slight concussion and showed symptoms of that concussion in class. While I support Dr. Crenshaw's right to an opinion, the manner in which he has expressed his opinion is unwarranted, unprofessional, and potentially damaging to the Department of Health and Human Performance and to Erskine College.

I was truly shocked to find that Dr. Crenshaw had repeatedly made slanderous and insulting statements about his colleagues both in his classes and on his public blog. These baseless statements were directed towards specific Erskine athletic trainers as well as the athletic training profession in general. The athletic trainers whom Dr. Crenshaw slandered are experienced, highly respected, and fully certified allied health professionals, and I can personally attest to their expertise in handling all manner of personal injuries.

The aforementioned statements by Dr. Crenshaw have been made public via his online blog as well as his classroom. Statements from student athletes and their coaches along with emails passed on to me by Adam Weyer, Assistant Professor of Athletic Training confirm that Dr. Crenshaw has repeatedly criticized and insulted Mr. Weyer, the Athletic Training Department, and the Athletic Training profession. In emails to Mr. Weyer, Dr. Crenshaw states that student-athletes should see a doctor for their injuries instead of anybody else, the point of which is obviously that athletic trainers are not capable of providing care. These statements are, of course, contrary to the views of the American Medical Association—an organization that fully supports and endorses the athletic training profession and Athletic Training Education Programs. By the way, athletic training clinical practice is regulated by the South Carolina DHEC—the same agency that regulates the clinical practice of EMT's.

In his blog, Dr. Crenshaw claims that his training and experience as a former EMT makes him more qualified than a Certified Athletic Trainer—another opinion that is contrary to the views of the American Medical Association. To make matters worse, Dr. Crenshaw has assigned students to respond to this blog, thereby making a public spectacle of his personal issues with the Athletic Training Department. In his insulting and unwarranted emails to Mr. Weyer, Dr. Crenshaw inferred that athletic trainers are inept, poorly educated, and inadequately trained. The nature

and tone of those emails makes it clear that Dr. Crenshaw's issues are egocentric in nature and not based on any real knowledge of the Athletic Training profession.

As Chair of the Department of Health and Human Performance, I take great pride in our Athletic Training Education Program. This program has placed numerous athletic trainers in competitive positions across the state and throughout the Southeast. I have no doubt that graduates of our program are well educated, highly competent, and fully capable of coordinating and executing health care according to the medical needs of the student-athlete. Mr. Adam Weyer, an Erskine College alumnus, is one of our finest examples, and yet Dr. Crenshaw has blatantly and publically accused him of incompetence.

Dr. Crenshaw's actions and words are completely unprofessional and could do great harm to the image of the athletic training profession in the eyes of Erskine College students and administrators. And this comes at a time when enrollment in the Athletic Training Education Program has increased due to its positive image, dedicated efforts, and proven excellence. Dr. Crenshaw's derogatory comments, both written and spoken, have come despite the fact that he has not spoken directly with any of the athletic trainers he is attacking—people who take their jobs, both as clinicians and as educators, very seriously.

I find it incomprehensible that any Erskine College professor would air his personal issues in a classroom or on a public blog. I hereby request a full investigation of the actions and words of Dr. William Crenshaw. Please inform me of the process by which the investigation will occur.

Sincerely,



W. Gid Alston,
Chairman, Department of Health and Human Performance

EXHIBIT 4

**ERSKINE**
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1 October 2010

Adam Weyer, Asst. Professor of Athletic Training
Mark Peeler, Athletic Director
Gid Alston, Chair, Department of Health and Human Performance
Campus Mail

Adam, Mark, and Gid,

Our Non-discrimination Coordinator, Tracy Spires, has forwarded to me your respective grievance petitions against Professor Bill Crenshaw. Tracy has also copied me on her response to each of you that she finds no indication of sexual harassment, sexual assault, or discrimination in these grievances. Therefore, following procedures detailed in the Employee Resource Manual (Grievances and Appeals section, E-7), she has sent your cases to me as Adam and Gid's immediate supervisor.

If you still wish to pursue these cases, please file your respective petitions with the Grievance Committee, part of whose charge is "to mediate in cases where misunderstanding or unjust criticism may adversely affect either the professional reputation of a faculty member or the academic standing of the institution" (College Faculty Manual, 60). Unfortunately, your petitions seem to fall squarely within that part of the Grievance Committee's charge.

Dr. Crenshaw is a member of the Grievance Committee, so if these cases are pursued there, I assume that he will recuse himself.

Respectfully,

N. Bradley Christie
Interim Vice President and Dean of the College

cc: Bill Crenshaw, Dorn Reeder Professor of English
Tracy Spires, Non-Discrimination Coordinator
Dr. David Norman, President

EXHIBIT 5

The College Faculty Manual



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C O L L E G E

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Revised August 31, 2009

This manual describes some of the normal policies and procedures for Erskine College faculty (in and outside of the classroom), which are presented as faculty guidelines. This manual replaces any and all prior versions of the *College Faculty Manual* distributed to faculty in their entirety. Should there be a discrepancy in language or content between the *College Faculty Manual* (applicable to College faculty) and the *Employee Resource Handbook* (applicable to all employees, College and Seminary), the overriding document will be the *Employee Resource Handbook*. The issuance of this manual, the *Employee Resource Handbook*, and/or the policies and language contained therein do not create a contract of employment, expressed or implied, between Erskine and any employee. In the event that any mandatory language appears in this manual, the terms of this disclaimer shall take precedence over any such apparently mandatory language, so that no contract is created.

Faculty Committees

I. Standing Committees

A. Grievance Committee

The Grievance Committee shall consist of six members from the College faculty. Election to this committee is open to any faculty member who holds no administrative office. At least four of the members of this committee shall have tenure. All shall serve two-year terms. The College faculty shall elect three members at its regularly scheduled faculty meeting in May and at least two of these shall have tenure. The duties of the Committee shall be as follows:

1. To act as a mediator in cases where misunderstanding or unjust criticism may adversely affect either the professional reputation of a faculty member or the academic standing of the institution. These cases may be brought before the committee by an interested faculty member or by an administrator.
2. To hear appeals from candidates for tenure who feel that proper procedure was not followed in the evaluation process. The committee will rule only on procedural matters, and not on the eligibility or qualifications of the candidate.
3. To hear appeals in cases of sanctions against a faculty member, other than dismissal. This committee will have the authority to recommend removal of sanctions. Should the administration fail to act in accord with the recommendations to remove sanctions, the Committee on Academic Affairs of the Board of Trustees will review these actions automatically and announce a ruling by which all parties will be bound.
4. To hear appeals of termination of faculty appointment for medical reasons. The committee will make its recommendations to the President.
5. The Grievance Committee shall serve as a hearing committee at the request of any tenured faculty member who has been prematurely dismissed or whose letter of appointment has not been renewed. In these cases, the committee will determine whether basic rights, such as academic freedom, have been respected. The committee will act on procedural matters only, not on professional qualifications. It will determine whether the decision for pre-mature dismissal or non-renewal was conscientiously arrived at after consideration of all available and relevant information, and whether the decision was a bona fide exercise of professional academic judgment. The committee will make its recommendations to the President and to the faculty member involved.

B. Curriculum Committee

The Curriculum Committee is a faculty committee with the entire membership *ex officio*, as follows: Department Heads, Registrar and Winter Term Director, Librarian, the Vice President and Dean of the College, Chair of the Erskine Seminar, and two students appointed by the SGA. The Curriculum Committee shall review continually the current course offerings, study and discuss trends in curriculum development, and initiate proposals to the Faculty for new curricular programs and new areas of study. The Curriculum Committee shall recommend to the faculty all course changes at Erskine College. The Committee shall serve the faculty by approving or disapproving proposals to eliminate courses, to add or eliminate majors or minors or programs, to change the requirements in a major or minor or general education requirement, and to add or eliminate departments. Proposals adopted by this Committee shall be presented to the faculty for approval. The Curriculum Committee should approve any substitute of a Winter Term course for a major course or a basic curriculum requirement [adopted May 1, 1991].

The Committee also has the responsibility of advising the administration when additions or deletions of faculty positions are proposed.

C. Tenure Committee

The College Tenure Committee shall consist of six College faculty members. All shall serve three year terms. Election to this committee is open to any tenured faculty member who holds no

This is not a contract of employment.

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EXHIBIT 6

Meeting of the Grievance Committee
Thursday, October 14, 2010 11:00 am DMSC 221

1) Call to order at 11:01

Present: Bill Crenshaw, Brooks Kuykendall, George Schwab, Dale Smith, John Showalter, Howard Thomas.

2) Opening Prayer (Dr. George Schwab)

3) Adoption of Agenda: Adopted

4) Appointment of a secretary: Brooks Kuykendall

5) Chairman's statement: Dr. Thomas read the relevant portion of the charge of the Grievance Committee. He emphasized that our task is to mediate between the parties. He proposed that we formulate a mediation plan, according to our charge. If that doesn't work, we report that to the academic office and withdraw.

6) Other statements regarding this proposal:

Dr. Crenshaw stated that his attorney Robert Kinsley (absent because of General Sessions in Greenwood this morning) had authorized him to make the following statements: He saw an emergency situation. He slandered no one.

A copy of the process and of the minutes will go to the attorney.

It is the intention of the attorney to appear at our meetings, should they continue.

We are to be aware that other documents may be subject to subpoena.

Dr. Showalter commented that it is frustrating to have no institutional structure or instruction on how to accomplish our task.

Prof. Smith bemoaned that there is no immediate history of a similar case to refer to.

7) Opportunity for committee members to recuse themselves:

Joan Little had recused herself already. Dr. Thomas read from her e-mail that "she does not believe that this is an issue that can be or should be submitted for mediation by the grievance committee."

Due to a conflict of interest, Dr. Crenshaw recused himself voluntarily, and withdrew his earlier e-mail request that Dr. Thomas recuse himself.

8) Development of a mediation plan.

Dr. Thomas read Dr. Little's statement in full about her absence and self-recusal. She points out multiple issues—Sept. 24 incident and accusations of slander—and these are not within the scope of our charge.

Discussion highlights: We are here as colleagues to make reconciliation. Involving an attorney escalates it beyond the collegial level at which our committee operates. Our charge is limited to bring about collegial mediation between peers; in our opinion the

involvement of external legal counsel takes this above a peer negotiation that we would be able to attempt, and thus exceeds our role.

Motion: As our discussions have failed to formulate a workable mediation plan, that we return to the academic office the grievances filed by Prof. Weyer, Mr. Peeler, and Dr. Alston against Dr. Crenshaw.

PASSED

9) Adjourned at 11:35

Respectfully submitted,

Brooks Kuykendall

MINUTES CORRECTED and APPROVED immediately following the meeting.

EXHIBIT 7



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25 October 2010

Gid Alston, Bill Crenshaw, Mark Peeler, Adam Weyer
Campus Mall

Gentlemen,

As you know, the faculty Grievance Committee met, "failed to formulate a workable mediation plan..." and returned these grievances to the Academic Office. Because this case is in part a matter of faculty self-governance, an ideal to which the President is strongly committed, I have discussed with him relevant policy, and the next step will be to forward the case to the President's office for adjudication.

Before forwarding this case to the President, however, I offer again to meet with all of you to attempt what the Grievance Committee could or would not do, namely mediate this misunderstanding between colleagues. If each of you agrees, I will gladly moderate a conversation between any or all of you at your earliest convenience. This would be a conversation among peers—no electronic recordings, no lawyers, no other mediators but me.

Please let me know if this arrangement suits you. If so, I'll have Nancy McKay schedule a meeting as soon as possible.

Sincerely,

N. Bradley Christie
Interim Vice President and Dean of the College

cc: Dr. Norman, President
Dr. Thomas, Chair of the Grievance Committee
Dr. Chaney, Chair of the Faculty Executive Committee

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EXHIBIT 8

**ERSKINE**
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2 November 2010

President David A. Norman
Belk 330

Dr. Norman,

As you know, three faculty colleagues—Adam Weyer, Mark Peeler, and Gid Alston—have filed formal grievances against a fellow faculty member, Bill Crenshaw. The faculty Grievance Committee met, “failed to formulate a workable mediation plan...,” and returned these grievances to the Academic Office. In accordance with relevant policy, I am now forwarding the case to your office for adjudication.

Respectfully,

N. Bradley Christie
Interim Vice President and Dean of the College

cc: Gid Alston, Mark Peeler, Adam Weyer
Bill Crenshaw
Howard Thomas, Chair of the Grievance Committee
Sandra Chaney, Chair of the Faculty Executive Committee

EXHIBIT 9



ERSKINE
COLLEGE

November 8, 2010

Dr. Chrystal Bruce
Dr. Robert Elsner
Dr. David Grier
Dr. Al Mina
Dr. Brad Parker
Dr. Arthur Sparks
Campus Mail

Dear Colleagues,

As many of you have heard, the Faculty Grievance Committee has recently handled a case it was unable to mediate. Following our published policies, Dr. Christie has referred the matter to my office. The *Employee Resource Handbook* (p. E-7) states "The President retains the right to appoint a committee from time-to-time to hear grievances and appeals." Because of the complexities of the case and my commitment to faculty governance, I now request your help in adjudicating this matter. I would like for you to work together as a committee to determine the extent of culpability regarding each of the charges listed below. I would like Dr. Mina to convene the group as early as possible. The first order of business will be to elect a chair and develop a plan for handling the case. If you need additional direction from me, I will be glad to provide it, but would prefer, in the spirit of faculty governance, that you act as autonomously as possible.

We are a small community so I know you all know each other well, but I would ask that you try to be as objective as possible focusing on the case before you only without considering any events other than the ones pertaining to this current matter. I will provide supplemental documentation as appendices to this letter. If you decide as a committee to interview any parties other than those directly involved with this faculty dispute who have direct knowledge of this case, you should feel free but not bound to do so. As I'm sure you will agree, this case is complicated, so I will break down the possible offenses in the following categories and ask that you determine the extent of the offense in each category:

1. Handling of an emergency situation involving an injured student athlete displaying abnormal behavior in the classroom

- a. Commendable behavior
- b. Compliant behavior
- c. Mishandled the situation
- d. Grossly mishandled the situation
- e. Handled the situation in a way that severely limits Erskine's ability to carry out its mission

2. Treatment of emergency personnel including student's emergency contact

- a. Commendable behavior
- b. Compliant behavior
- c. Mishandled the situation

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- d. Grossly mishandled the situation
- e. Handled the situation in a way that severely limits Erskine's ability to carry out its mission

3. Professionalism and collegiality towards other faculty at the point of crisis

- a. Commendable behavior
- b. Compliant behavior
- c. Mishandled the situation
- d. Grossly mishandled the situation
- e. Handled the situation in a way that severely limits Erskine's ability to carry out its mission

4. Professionalism and collegiality in the aftermath of the crisis

- a. Commendable behavior
- b. Compliant behavior
- c. Mishandled the situation
- d. Grossly mishandled the situation
- e. Handled the situation in a way that severely limits Erskine's ability to carry out its mission

5. Respect for the grievance committee and evidence of respect for faculty governance and the policies and procedures of Erskine College and Seminary

- a. Commendable behavior
- b. Compliant behavior
- c. Mishandled the situation
- d. Grossly mishandled the situation
- e. Handled the situation in a way that severely limits Erskine's ability to carry out its mission

I know that you are all busy, but since this is an outstanding grievance, I would like to deal with this matter as quickly and as respectfully as possible. I would ask that you not discuss this case or the details of your proceedings with anyone other than me, the dean, or other members of the committee.

Cordially,

David A. Norman

Enclosures

Initial complaint from Professor Weyer
Aftermath correspondence

EXHIBIT 10



ERSKINE
COLLEGE

November 9, 2010

Dr. Bill Crenshaw
Dr. Gid Alston
Mr. Mark Peeler
Mr. Adam Weyer
Campus Mail

Dear Colleagues,

As you know, the outstanding grievance resulting from the events of September 24, 2010 and their aftermath has recently been referred to my office. I was disappointed to hear that several attempts at mediation have failed. It is apparent to me that mediation will be possible only after adjudication. For this reason, I have appointed a special faculty committee to review the incident and its aftermath and advise me regarding the nature and extent of relevant culpability. Once they have reviewed the case and advised me, I will determine what disciplinary measures may be appropriate. My hope is that this process of adjudication will open the door for academic freedom, professionalism and collegiality to flourish at Erskine once again.

Please find enclosed a copy of my letter of request to committee members and the relevant documentation I have received. I would ask that you cooperate with the committee. By cooperation, I mean that you offer the input that they request and refrain from offering unsolicited advice or commentary. I would also ask that you respect the sensitive nature of this proceeding and the dignity of the faculty committee by not attempting to draw others into this conflict. I do not believe that we need to act in secret, but I see no viable reason why anyone other than the committee, the parties addressed by this letter, the dean, me, and all of our confidential assistants (administrative and legal) should need to know about the proceedings of this case. If you believe anyone else should be informed, please let me know.

Cordially,

David A. Norman

Enclosures

Letter to special committee
Initial complaint from Professor Weyer
Aftermath correspondence

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Appendix 1401

EXHIBIT 11

**ERSKINE**
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29 November 2010

Dr. Al Mina
Campus Mail

Dear Al,

I write in reply to your November 23 email request for a first hand account of events on September 24, 2010, when a student athlete was transported from Dr. Bill Crenshaw's ES 101 class.

By the time I arrived at the scene in front of Belk Hall, the situation was far advanced: an agitated Bill Crenshaw was already inside the EMS transport with the student, who was also visibly quite upset. The student's emergency contact and unofficial guardian, Mrs. Shamy, was being kept at some distance by the EMS driver and Due West Police Chief Smith. Several others were present, including lacrosse coach Kristie Quigley and her family, Robyn Agnew, and athletic trainers Adam Weyer and Nicole Matuseski.

I spoke first with the EMT/paramedic in charge, who told me that the student was 18 years of age and therefore responsible for her own decision about whether or not to be taken to the hospital for observation and/or treatment. He told me that Ms. Shamy, who claimed to be the girl's guardian, was trying to get her to refuse transport or treatment. I asked why Bill Crenshaw was in the truck with the student. The paramedic said that Bill was a trained former EMT and that he was urging the girl to go to the hospital. I asked if I could speak with Bill and/or the student in the truck; the paramedic allowed me to do this.

When I stepped into the vehicle, Bill immediately told me to get out, that I was not allowed to be there. I said that I only wanted to make sure that the student, being 18, understood her right to accept or refuse care. Bill said firmly that she needed to be taken to the emergency room and, again, that I needed to get out of the truck, that the situation had nothing to do with Erskine, and so I didn't need to be there.

Back outside, I spoke with Adam Weyer, who was upset that Bill Crenshaw was in the vehicle with the student and that her "guardian" was not allowed to advise her instead. I spoke briefly again with the EMT/paramedic in charge, who said that he had spoken with his supervisor and that he was now obligated (by law?) to transport the student to the emergency room, which he intended to do. I then spoke briefly with Chief Smith, who seemed nonplussed by the whole situation. Bill Crenshaw then quickly got out of the truck and went directly into Belk Hall. Adam asked if he could ride with the unit, the paramedic agreed, and the transport headed to the emergency room in Greenwood.

Some twenty minutes later Bill Crenshaw came to my office to follow up. By then he had calmed down considerably. He described for me the situation that had developed in his classroom; that he knew the student needed medical attention; and that therefore he had called Robyn Agnew in Student Services who, he contended, should have called 911 immediately. Bill apologized for the tone of his directives in the EMS truck, especially when he learned that the paramedic in charge had permitted me to go in with them. He told me that he and the paramedic were trying to close the door to keep Ms. Shamy from entering and that in the process he (maybe both of them) had likely shoved her away, again to keep her from getting in the vehicle. Bill also spoke in strong opposition to Adam's proposed protocol concerning concussions.

At 3:25 that afternoon, Ms. Shamy showed up in the Academic Office. I was at a Curriculum Committee meeting, but she told Nancy McKay that she intended to file a report on Bill Crenshaw for assaulting her. I called Ms. Shamy about 5:00—she told me the same. I did not have much to say to her because, as I pointed out, I arrived on the scene well after most of the events she was telling me about.

Bill Crenshaw and Adam Weyer sparred via email over the weekend of September 25-26. If the special committee has not seen those exchanges, I can provide copies of most if not all of them. Adam filed his formal complaint, co-signed by Athletic Director Mark Peeler, on Monday, September 27.

Like you, I have heard of "information posted online related to [this] case" and "secondhand reports of the situation being discussed in classrooms." However, I have not seen any such postings, and no student has ever spoken with me about any of this.

If I can assist your committee in any other way, please let me know. Thanks, Al, for your leadership in this difficult case. Dr. Norman and I both appreciate your commitment to sound faculty self-governance.

Respectfully yours,



N. Bradley Christle
Interim Vice President and Dean of the College

cc: Dr. David Norman, President

EXHIBIT 12

12

December 9, 2010

To whom it may concern:

As requested by the special committee appointed by Dr. Norman to discuss the incident that occurred the morning of Friday, September 24, 2010 and the subsequent days, the following is my account of the events that took place:

Upon arriving at Erskine College, I was discussing with Coach Kristina Quigley about the lacrosse practice that had taken place earlier that morning when I received a phone call from a fellow athletic trainer stating that an ambulance was called by Dr. William Crenshaw to Belk Hall for one of my lacrosse student-athletes. When I arrived at Belk Hall, EMS was already at the scene and as per my training, I did not interfere and allowed them to take control of the situation. As they loaded the student-athlete into the ambulance, her guardian, Ms. Maureen Shamy, asked about her rights as a patient because the student-athlete was attempting to refuse care. I instructed Ms. Shamy as well as Coach Quigley that I could not tell the student-athlete what to do but she does have the right to refuse care and if she chooses to do so I would have her see our team physician as soon as possible. Ms. Shamy went to pass this information to the student-athlete while I called our physician's office. The receptionist told me the doctor could see the student-athlete immediately so I approached the ambulance to inform Ms. Shamy and the athlete of this appointment. At this point, Dr. Crenshaw approached the rear of the ambulance and demanded that the student-athlete be taken to the hospital immediately. I stepped away as it quickly escalated to a verbal argument where Dr. Crenshaw was trying to prevent Ms. Shamy from speaking to the student-athlete. Ms. Shamy was trying to hold the back door to the ambulance open and Dr. Crenshaw pushed Ms. Shamy out of the way, shut the door, and proceeded to yell at her. Dr. Crenshaw then entered the back of ambulance and spoke with the student-athlete while Ms. Shamy contacted the police. Within minutes the police arrived and after much conversation, in which I did not involve myself with, the student-athlete was taken to Self Regional Emergency Room in Greenwood, SC.

In the following days, I was verbally informed by Erskine students that the incident that occurred that morning was being discussed in Dr. Crenshaw's classes and had been posted on his blog "Death Spiral: Maydays from Erskine College as it Crashes and Burns." His article "A Re-Introduction" is attached along with student's and student-athlete's comments about the incident and athletic trainers in general.

I hope this statement enables the committee to adequately and effectively respond to this matter.

Sincerely,

Nicole Matuseski, M.S., ATC

Nicole Matuseski, M.S., ATC

Attached: Copy of Blog

EXHIBIT 13

ERSKINE

C O L L E G E

Dr. Robert Elsner
Department of Psychology and Sociology

15 December 2010

David Norman, PhD
President
Erskine College and Theological Seminary
Due West, SC 29639

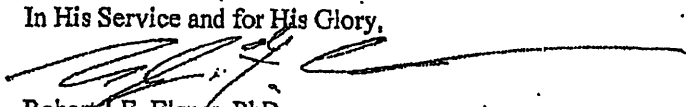
Dear Dr. Norman,

It is with sadness that I must request immediate replacement on the special Grievance Committee that you had asked me to serve upon. Since at our meeting today we voted to suspend all activities of this committee until legal guidance can be sought by the College, there will not be too much difficulty in replacing me, at least chronologically. I do not come to this decision lightly, as for the past six years I have served on many sensitive committees.

When a faculty member who is the "defendant" in a grievance case begins opening remarks with personal threats of lawsuits against each and every member of a committee, it is not an acceptable environment. I have enjoyed working here at Erskine because we have always gotten along, at least to the degree where open hostility was not the case. I am very much a proponent of faculty self-governance and defending faculty rights, but the environment is so toxic, with pervasive bullying on the part of Dr. Crenshaw that I must recuse myself. I feel that I can no longer serve as a fair and impartial member of this committee due to the emotional distress that I am suffering here at Erskine: the constant aggressive acts, actions, and threats of Dr. Crenshaw, be it at this meeting today, or at faculty meetings as this one past. I firmly believe the Christian element of forgiveness and turning the other cheek, so recusal is all that is necessary, not charges as per P-14 of the Employee Resource Handbook.

I would appreciate a response, and verbal is certainly acceptable.

In His Service and for His Glory,


Robert J.F. Elsner, PhD

Erskine College
Balk Hall P.O. Box 338 Due West, South Carolina 29639
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Christian Commitment and Excellence in Learning

EXHIBIT 14

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President's Committee on Grievances

Transcription

Dr. William Crenshaw

December 15, 2010

Al Mina: I think everyone is here so we can go ahead and get started. Appreciate you coming in to speak with us. The purpose that we are all here is to get some information about events that occurred on the 24th September and subsequent to that. We are trying to get as much information as we can and have been asked to make a decision as far as the actions that took place at that time and subsequent to that time.

So, I think, the format for today is simply I will have a few basic questions to ask and get a review on the events and then from there I will open the floor to questions from whoever, questions other folks may have to clarify things a bit.

Bill Crenshaw: OK. I would like to make an opening statement before we start.

Mina: OK.

Crenshaw: Ya'll have come to this process late so, first of all, this is a brief history of grievance earlier this semester. Three plaintiffs filed two separate sets of grievances against me. The first set was submitted by Adam Weyer and cosigned by Mark Peeler. The second set was filed by Gid Alston; all told 5 pages were submitted. The complainants first submitted their grievance to the Non-Discrimination Coordinator and their appropriate venues for these allegations since the Non-Discrimination Coordinator has no jurisdiction over this type of issue. The Non-Discrimination Coordinator sent the grievances back to the Academic Dean, who was already aware of their being filed before they were submitted to her or as they were submitted to her. Now, the Dean informed the plaintiffs of the appropriate destination he thought and they submitted the allegations then to the Grievance Committee. That Committee's charge, however, was mediation, not adjudication; the accusations in the grievances for allegations regarding questions of fact which could not be mediated.

The plaintiff's allegations were that X happened. My response is that X did not happen. What was needed in this case was that adjudication, a judgment, did or did not X happen. Since the charge of a grievance committee is mediation, the committee as to the Non-Discrimination Coordinator returned the filings to the Dean. The Dean offered to sit down with all parties. The plaintiffs refused. The Dean then submitted the grievance filings to the President; the President

then created this committee and called together its members to adjudicate the issue -- here we are -- mediation verses adjudication and ad hoc procedures. That's just ahead.

From my first becoming aware that allegations had been filed against me, I understood that the resolution could only come from the adjudication for the following reasons:

Mediation seeks resolution through negotiation; a third party acts as a mediator to help disputants reconcile their difference through explanation and compromise.

Adjudication seeks resolution through judgment, a third party acts as a judge to determine the truth of competing ascertains.

The nature of the competing ascertains and claims, in this case, do not lend themselves the nature of those claims and ascertains does not lend themselves, sorry, to the final set of grievances, I'm sorry, to mediation. I'm sorry. Let me do that again. The nature of the competing ascertains to claims in this case does not lend itself to mediation.

The final sets of grievances make particular accusations against me, some of which have legal implications. I deny the validity of those accusations. The accusations are false and malicious. I can and will rebuck each of them by challenging evidence offered in their support. This has been my goal from the first.

Therefore I am pleased to see that this Committee has been formed with the charge of adjudicating this issue. I was disappointed, however, that there were no set procedures to be followed by this committee and that this committee would, therefore, have to come up with its own procedures. Established, well-formulated procedures protect everyone from potential abuses in consistencies that are unavoidable with ad hoc procedures.

As the accused, I was and am determined that my rights be protected. I find it disturbing that both this committee and the Grievance Committee had to come up with their own procedures. That amounts to ad hoc justice, justice on the fly, making it up as we go along. Surely, there should be carefully vetted and tested procedures and policies in place to insure a uniform and fair application of justice. Apparently after being in existence for 170 plus years, Erskine hasn't gotten around to formulating such policies and procedures. Justice, therefore, can be arbitrary. This is unacceptable. The process has put you as committee members in the position of adjudicating serious matters without proper procedures and policies in place to guide you and to protect the rights of the plaintiffs, the accused and the committee members. And these matters are serious, they have legal implications. I fear that they might need legal counsel in future meetings and will require his presence. So, as I have said, I am pleased to be able to finally, I am pleased to finally be able to deal with these grievances and am eager to provide to this committee of reputation of the charges against me.

The burden of proof is on the accusers, Weyer, Peeler and Alston, not on the accused. They have alleged wrongdoings on my part. I categorically deny the validity of each and every allegation. They are all false. In themselves the allegations are not demonstrations of fact. It is not sufficient simply to make unsupportive accusations. The accusers must demonstrate the validity of those accusations with evidence. If they offer evidence, I will rebut it. If they offer up only allegations, I need do nothing.

An allegation without evidence is empty. The allegations in the original complaint are specific, concrete and precise. They refer to actions I allegedly took in particular times and places. They are not general descriptions of behavior. For example, the first allegation against me and Adam Weyer stood complaint as follows:

Quoting from the complaint: "Meanwhile, Dr. Crenshaw took it upon himself to call the Abbeville County Emergency Medical system to request an ambulance. This is a breach in the protocol we have in place and have reviewed with the offices of Student Services in regards to the care of an Erskine College student athlete." This is the accusation, the allegation, it is a particular complaint that Mr. Weyer has filed against me. The allegation is not only false but it is non-sensible and I am glad for the opportunity, at long last, to counter it and the other accusations and false statements in the complaints.

Finally, my appearance before this committee today should not be taken as passive or exclusive approval of the endorsement of the process that is now unfolding. Out of appearance of courtesy to the committee, the members in which have been placed in an untenable position, are being asked to adjudicate an issue without being given any established structure, I'm sorry, without being given an established and tested structure in which to operate.

I am willing to answer questions from the committee that are in keeping with the standards of fairness in due process. Indeed, I am eager to challenge the accusations against me and statements about me. The process should provide me with the opportunity to fully exonerate myself from the complaints filed against me and I look forward to availing myself of that opportunity, but I cannot participate in this process when and if it violates customary standards of fairness in due process. I will be glad to answer any questions you may have. Just a second.

OK. Do you have a question?

Mina: Thank you. You are aware that you have received information that we have, as far as what this committee does and the questions that specifically we were asked to answer or ask to.

Crenshaw: Yes, Sir.

Mina: You are aware of that, so our questions will be along that vein, trying to get information that will help us answer those questions.

Crenshaw: OK. You may or may not understand that I may refuse to answer those questions because there are; in other words, accusations have been made against me, particular accusations in the documents. Not the 50 extra pages we got, which are totally extraneous to this process. These 50 pages were not introduced into this process until this committee was formed.

They were not submitted to the Non-Discrimination Coordinator, they were not submitted to the Dean, they were not submitted to the Grievance Committee, they were not submitted to the President, they were only submitted to you, so the letter that you have says that you are looking at ongoing complaints. This is not your fault – don't get me wrong. I'm not here to criticize the committee, I criticizing the process. You guys have been put in a bad position. You have dumped on you 50 pages of stuff that have not been part of the process. You had to assume that they were part of the process, yet there is no indication that they are.

I was specifically forbidden by the president in a letter to me, of course, that included the 50 pages that were to you, from communicating with the committee before today or before actually you got in touch with me. I could have earlier, I mean one thing to you, in fact that you saw, you saw my communication to Howard Thomas to the Grievance Committee, you saw my concerns for process. And I was concerned deeply about that. Since the president did not want me to communicate with this committee I could not argue the fact that this material just appeared in your box. It has no bearing on the actual allegations. They were not part of the actual allegations. They were not submitted by the plaintiffs, this is, I think, a violation of due process.

So if you have questions that do not directly concern the allegations in the two complaints, one of which you did not get, is that correct? Ya'll did not get Gid's allegation, right? You got Adam's allegation. They are two separate allegations. So, these are ongoing complaints. In fact, they were written when Brad offered the good offices of the Dean's office to sit down with all of us and the plan was refused. The letter stating that refusal was written by Gid, who clearly wanted his stuff to be heard too. That stuff was not submitted. I wanted it submitted but I am not going to submit it, I'm not playing but I want it submitted but I want the opportunity to confront that.

What the President submitted instead is a new set of grievances that are not the original set. That his five categories are not grievances, though he calls them charges, they are not even charges, they are general statements of hate. They are only tangentially related at best to the original grievances which brings specific charges, therefore the process, by not giving you a process to follow, by having a process in place, this process is violating basic due process of fairness, the accused never has to fill in the affirmation, while not sufficient exhibition, my only obligation is

to directly address the accusations made against me and confront the evidence. My understanding is that the study committee cannot be considered evidence for the prosecution.

Mina: We will begin. I understand you have your concerns with the process and you are certainly entitled to that and you can answer questions or not answer questions as you see fit. Although the purpose of the day is primarily an organization information gathering and so that's.

Crenshaw: That's fine, you can continue but I don't think you understand the application what I am talking about here. Because you are participating in a process which is in itself violating due process. I know the record you have been given by the president. In my opinion, if I were in the military I would call that an illegal order. In the military, I'm not fond of following an illegal order. So, you can ask your questions but, all I am saying is, this is a process that is illegitimate.

Mina: So noted.

OK. I do want that on the record. Absolutely I do.

Mina: The first question I have for you simply is if you would, in your own words, describe the events that occurred on September 21st.

Crenshaw: September 24th?

Mina: 24th Yes. From the time, let's say from the time that emergency services was notified.

Crenshaw: Do you have a particular accusation that you're addressing to from the grievances?

Mina: I am simply asking your view.

Crenshaw: I asked you a yes or no question. I'm sorry I don't mean to sound harsh about this but I ask, is this, are you asking me, I am under no obligation to answer such a question. In fact about all of this that in fact it violates my rights that are listed in the Employee Handbook that the president has ignored. (inaudible)

Mina: (inaudible) as you see fit

Crenshaw: I know what you are asking. I think I made that clear. I'm asking you, is that, do you have a question about an accusation made by the plaintiffs in this case?

Mina: OK. Very well.

Crenshaw: I am assuming that you don't have one. Is that your answer?

Mina: I can rephrase the question.

Crenshaw: It has to reflect what the actual document said when you rephrase it, but it needs to reflect what Adam said or what Gid said which you don't have. So, how can you do your job when you don't have the material with which to do it?

Mina: Very well. At what point did you leave the building into contact to ...?

Crenshaw: What particular accusation or grievance are you citing?

Mina: All right. I will cite the grievance where at the point where you placed yourself back in the incident after the ambulance allowed..

Crenshaw: Could it, could you quote the grievance so I could see where you are looking, please?

Mina: "The EMTs would not allow the student athlete to treatment and at this time Dr. Crenshaw placed himself back into the incident."

Crenshaw: Um. What evidence do you offer for this?

Mina: I am not asking for evidence.

Crenshaw: I'm sorry, I don't have to confront his allegation, I have to confront his evidence. You misunderstand the process here. You ought to know the whole thing. This is adjudication, adjudicatory, you are judge and jury.

Mina: No. We are not jury.

Crenshaw: On the contrary, you are. You are finding, what you are finding fact. A jury's charge is to find the truth with different claims of fact. The judge is the law. Now, this is adjudication, adjudication means to reach a judgment. That's exactly your charge.

Mina: You are giving an opinion.

Crenshaw: No, an opinion might be an illegal opinion. You are deciding between competing facts. You are quite wrong. Now that's what it says. This is adjudication it's not mediation, you are not gathering information. You are determining the facts of this case. That is your charge.

Mina: We are receiving facts and we are interpreting them.

Crenshaw: No, you are receiving allegations and you are determining which one of those allegations is accurate.

David Grier: I didn't think we were trying it; we got one side of the story, (inaudible) excuse me, a part of one side. (inaudible)

Crenshaw: Look at the position I am in here.

Grier: I understand that. But, what we have is several people giving their accounts.

Crenshaw: But no.

Grier: What we are trying to get is just your account of what happened.

Crenshaw: All right. Let's look, let's look at what we think that is going on. For example, the documents you have been issued were, at first, you do understand, now this is going on record obviously, you do understand that they are not part of the original process.

Grier: I am going, I take, the questions that I have, that I am concerned about, deal with Adam's letter.

Crenshaw: You said several people submitted, that's only half of it. You said several people submitted.

Grier: We have also gotten in the last few days other.

Crenshaw: You have gotten new papers in the last few days. I need to see it, I have not been informed of this. I need copies.

Mina: Again, we are gathering information. It is.

Crenshaw: This is violation of due process. You people are putting yourselves in harm's way. This is gonna go to court. You don't want it here. You are putting yourselves in harm's way. That's what I am trying to tell you. You cannot, if you will look at a manual when it has under the grievances filing a discriminatory issue under the federal laws where you do have procedures mapped out, this is total violation to due process.

I do not have to submit to questions or fishing expositions for particular charges that have been made against me. My only job as the accused and, it is the same right as I have as an American citizen, to refute particular accusations not to indulge in general conversation about an incident. Now, if you got particular accusations that you want refuted, I am here to refute them, but I am not here to discuss generally what people say. The 50 pages that were introduced to you should not have been introduced, that's a violation of due process, the fact that you got my information that I haven't even seen is a violation of due process. Where did they come from, may I ask? The president's office?

Mina: No, not. .

Crenshaw: Where does it come from?

Mina: It doesn't matter.

Crenshaw: It does matter. Oh how you are screwing this up so bad you are violating due process here. As the accused I have the right to see everything, everything.

Mina: I have accused you of nothing. We have not. .

Crenshaw: That's the whole point you haven't. You should be. You should be saying here is the accusation that has been made against you, what you said, here's the evidence for it, is this accurate? And I get to say "No" and here is my evidence. That is your job that is what you are suppose to be doing. You ought to work for the law enforcement or follow a fishing expedition. The legal system does not work that that way. SACS will not approve of this and SACS will hear about this. And that's not the only astrimerial place this is gonna go. I am defending my rights. You have been screwed by this process and I have too. They have asked you to do things you shouldn't do.

How many of you have tenure? Half of you don't have tenure? You've got tenure. You shouldn't be in a position of sitting here in the president's behest without tenure. That in itself could be a liable action. Who sent you those documents? Clearly you were wrong after getting legal counsel here. Who sent you those? I have a (inaudible) accused (inaudible) documents. Who sent you the documents?

Mina: I am not considering you the accused. We are gathered here. . .

Crenshaw: I am accused. It was your letter that says charges. It calls what has been raised against me charges.

Mina: We are tasked with giving an opinion on actions on those days and subsequent days. We are not asked to give judgment, we are not asked to. .

Crenshaw: What do you think opinion is now? A judge renders a legal opinion.

Mina: We don't have a legal opinion, we have an opinion.

Crenshaw: But. .

Mina: The President can do as he sees fit.

Crenshaw: No, he can't. He is not a king. He is not a king. That's the whole point. He has to follow due process. He is not an emperor.

Mina: From the purposes of this committee...

Crenshaw: Why won't you render...? On what basis will you not tell who sent it? On what basis do you withhold information from me? There are allegations about me. Actually accusations.

Mina: No they are not allegations they are just simply accounts; people's accounts that have not said whether or not people did or did not simply do; the individual person's accounts of what happened that day.

Crenshaw: I need to know where they came from, I need to know why I wasn't informed beforehand, I need to know why I wasn't informed of this so I could get counter witnesses and information. This is a total violation of my office. Total. This is unbelievable. This is not a game. I don't need a lawyer to walk me through committee work. Why do you think I've got a lawyer, because this is serious. This isn't just a committee we bopped into after we finished our exams. I am asking you again, I'm asking on record, who gave, I need copies of the information, how can I get the answer to this information when I don't even know what it is?

As a defendant, and that I am a defendant, as a defendant I have the right to see absolutely every single scrap of paper. You should have given it to me in the discovery process. And that's exactly how the feds set up the rules in our handbook (inaudible). In our handbook a third party does not get to introduce material to you. The only material that can introduce is from the accusers or the defendant. No other third party can be involved. The accused can call witnesses, the defense can call witnesses. The accused can submit documents, the defense can submit documents. A third party can't enter into this process.

The president has concerned himself in this process in a manner that violates due process. I came here as courtesy of this committee and I find this committee doesn't understand this (inaudible). This is very disturbing. You do not have the right as chairman to withhold from me the documents that have been submitted to you. You do not have that right. And that will be subject to a legal challenge, not here, but a legal challenge. Now I am asking you again please allow the documents. . .

Grier: I think the confusion here is that you are viewing this as a legal proceeding and that's not really how really we are approaching this. I don't, I don't, I don't see this as a legal proceeding,

Crenshaw: Let me get your. . .

???: I will say this now, David. A special grievance committee could hear one case and try to find out what happened. And I don't think you know, none of us are lawyers. We don't, we don't know. .

Crenshaw: That's one of the points I am trying to make.

Grier: Well, that may be but the point is, you are approaching it from one prospective and being accused, and I could understand that, but we approaching from a completely different prospective.

Crenshaw: Let's assume, let's assume that my approach is right, what you are arguing is that I should ignore my approach for my personal and professional jeopardy. You say I should ignore my approach and forget my legal rights to your rights even though it jeopardizes my legal rights. For your convenience, you want me to abandon. . You can look in this handbook, in the description on a hearing grievance on policy and discrimination suit you will see the professor's rights are very carefully protected. That's what we should have in both Grievance Committee and in this committee. But we don't. We don't have a policy. We are making it up as we go along. And basically you want, for your convenience, you want me to give up my rights to protect myself.

Grier: Well, I mean if you aren't going to answer our questions.

Crenshaw: I didn't say I wouldn't answer your questions. I said I would address a particular, you don't even have them out there. You don't. . . If I would ask you right now to list the charges against me, you couldn't do it. But that's the whole point you need to file specific charges against me and yet you don't know what they are. You haven't even pulled them out. Now admittedly those grievances do not make it easy to find them, but I've gone through and I've got at least nine, I think generously from Adam and I've got at least eight from Gid. You don't even

have Gid's. Can't you see how this process is totally screwed up? And you want me to cooperate with what you think you should be doing even when it violates my rights to self protection.

Grier: Well, if you don't want to cooperate you don't have too. Obviously.

Crenshaw: If you've got a particular question to ask me about a particular charge, I will be glad to talk about it, but if you want me to go on a fishing expedition, I will not do it. And if my lawyer were here he would tell you the same thing, you don't get to ask that kind of question. And you are wrong about, what you, you may think the committee has certain set of implications but I'm telling you it's a whole different set of implications. And if you are or you aren't judge and jury here you are ruling on the questions of fact, you may not like it, but that's where it is. And when it gets turned back to the President, you going to have rulings of fact.

I mean, I am amazed by, I'm sorry..

Grier: Speaking of a judge. We may meet somewhat like a jury, but we are not a judge.

Crenshaw: A jury's job, you're the legal advisor you're the one who sees people aren't you (inaudible) advice, a jury rules on questions of fact, a judge rules on questions of law. I've been on juries, you've been on juries, you had the exact questions of fact. That what this is. That's what adjudication means. What do you think it means? Did you look it up?

?: No.

Chrystal Bruce: I have a question.

Crenshaw: I'm sorry.

Bruce: I have a question it's that I've waited (inaudible). The phone call to EMS did Robyn Agnew make that or did you make that?

Crenshaw: Robyn Agnew made the call to EMS. And the October faculty meeting in which you were all reminded of the procedure came directly out of the faculty section. This is more accusations with Adam should be right on, but it's not. I should have called 911 directly, instead I called Robyn and what Robyn did, even though I asked her not the athletic trainers first, was to call, she made three phone calls. The first two were to athletic trainers and the third to EMS and that's part of the bad policy we are dealing with. You people on FPC, you, anybody else on FPC? You've seen all this, because I've tried to get the FPC and the administration to do something about this policy in September and so far no progress has been made.

Grier: I have a question based on a specific charge.

Crenshaw: Give me, what was the charge?

Grier: From what I understand Dr. Crenshaw and the guardian got involved in a disagreement during which the guardian was physically pushed aside by Dr. Crenshaw.

Crenshaw: Two things. First, that is not true, second that is hearsay.

Grier: To report the crime...

Crenshaw: It is hearsay, it is hearsay. If you want me. (inaudible) That is heresy. That would not be admitted as evidence. You could not even use that as evidence. You say I heard a rumor that. I'm sorry that does not count, you cannot charge somebody based on hearsay.

Grier: I just wanted to hear you deny it.

Crenshaw: I've denied everything. Consider it blanket. You see what I'm saying. You can't ask me, when somebody says, he who paraphrases somebody saying he heard me say, that is hearsay two times removed, that is not allowed in a legal proceeding.

That, if you have questions like that I will be glad to answer them. They need to be, for example, let me ask you this. Let's just look at what you just asked me, David. How is that a fact of the grievance? Let's say that did happen, how is that a fact of the grievance? Fact of the grievance, if that was true, that the grievance that the woman has and the police have had. But that is no real sense the fact of the grievance that is just a false statement that he made (inaudible), that was one of the 9 charges he made against me.

Grier: OK. We are dealing with what the president sent us.

Crenshaw: I understand what you are doing.

Grier: And part of this treatment of emergency personnel including the student's emergency contact.

Crenshaw: But that is not what the accusations in this are. In other words, the president what I'm saying that the president has changed the nature of this game. It could not change when it got to his office. Faculty members in good faith or maliciously, I don't know which, filed particular grievances against me. They couldn't be heard by the first committee because they sent it to the

wrong person. They sent it to the sexual discrimination person. It couldn't be heard by the second committee because they are charged with mediation not adjudication. They refused to sit down with Brad. They couldn't implement for still supposedly hearing the original grievance but suddenly got 50 and now new documents thrown into it which are not part of it and we got the president's interpretation. It's his job to call a committee that finally adjudicate the grievances and that is what I believe what we should do is to hear the grievances, not his interpretation of the grievances. That's what his letter does. That is not the same thing that has been submitted. He has changed the nature of the game. That is a violation of due process. You are participating in a violation. If I were in your shoes I would recuse myself from this committee, but that is up to you.

This, I am demanding that from the president, not you, this is not your fault, I'm running from the fire truck, that the original, he said this is an ongoing grievance, that's a quote from his letter to me, me to you too; if its an ongoing grievance that it should be the grievance we have heard so far, not something new, not something with somebody is still feeding into you but in notifying me where I've got to defend myself. I've got to defend myself so I will know what people are saying about me. You should also. I was not contacted by the president at all to submit relevant documents that his document batch is woefully incomplete, that I have probably as many emails again as he submitted, that he did not even submit the minutes of the Grievance Committee to you so you don't know what that they said. This is shoddy piece of work and he has dumped it on you.

I'm not going to be victimized by it. I'm not mad at you guys. I am mad. I went out to hire a lawyer (inaudible). I will, I have been treated badly by Erskine for several years now and this is the last straw. It's not going to happen anymore. But if you guys are being victimized by an action by somebody who is not aware of the implications of what he is doing, he does not have the right to expand this into an investigation of his own person, multiple choice, find general descriptions of behavior, steps of (inaudible) charges of multiple choice, that ain't going to fly. I would not stay on this committee. You can check it out yourself.

I believe Steve said charges in the letter he sent to (inaudible), he called these charges. I now request your help in adjudicating this matter. "I would like for you to work together as a committee to determine the attempt of the culpability regarding each of the charges listed below." He calls them charges himself. It is an adversarial relationship. I am the defendant. It says so in your letter. You are to find facts and look for culpability. That's not what the original grievances were about. He has changed the nature of everything. And you are to put yourself in jeopardy. I'm not going to be put in jeopardy by this. That's why I've done all that.

All right let's begin. I need a copy of the documents and I need to know where they came from. Did the whole committee get them? Did ya'll all see them? So the whole committee got these

documents and I, as the defendant, have not yet gotten these documents. I think that's good for me. It's just another. . .

Mina: We are gathering information.

Crenshaw: No.

Mina: (inaudible) gathering information

Crenshaw: No. You've got this of how this is to be interpreted but that is not how it will be interpreted by SACS. It will be interpreted as violation of due process. The person being accused cannot have access to the accusations, a basic constitutional right. And they are clearly accused. The president himself says charges. Folks, don't work under false assumptions. You need to step out of the assumption and look again, see what's going on here.

Bruce: Could we have a minute, please?

Crenshaw: I will be glad to.

Bruce: Would you please?

Crenshaw: I will be happy to.

Arthur Sparks: Before that could I ask you just one question?

Crenshaw: Sure.

Sparks: This doesn't have anything to do with any specific charges I just want to ask you your opinion. From your standpoint, what do you think would be the proper procedure for all of this to be handled?

Crenshaw: The proper procedure is outlined in, alright, the faculty manual under, in the session, I think it begins about page P3 or P5 in the faculty manual, they talk about the non discriminatory coordinator and they do it there. They list, what they do is, that first of all they define the nature of the offense if somebody has a grievance it is defined particularly so (inaudible) there, then they show the process that you go through and the hearing, they have five points to the hearing. One point is that it has to be recorded, we've got three things doing that now. Another thing is it shows that opening statements can be made, lawyers can be present, witnesses can be called by the defense or by the accused, it's all right there in the manual. That's all. And then what I could do is they would, they would, the prosecution would make its case,

they would have particular allegations against me; I could refute those allegations, in turn, and I can, because they are false.

So to make that process, and it's not your fault that you weren't here for that, that's what I was screaming about in the letter to Howard, there is no process here, meaning a process that guarantees right, in other words, if this happens every time, if every time there is a grievance a new committee is called together, and has to come up with the burden of making new procedures, it will never be a consistent committee as a committee. So the faculty members who are facing with this can never be guaranteed a consistent process which will guarantee fairness to all, both the accusers and the accused.

Everybody needs to have, that's why process is so important, that's why our legal system works the way it does; as ineffective as it is sometimes, it still guarantees the rights of everybody involved. So what we have is a very regular process where things would be submitted very quickly give or take days, in 10 days this should happen, in 20 days this should happen. I've been (inaudible) of similar letters where I always try to get people to speed things up.

Now, not all the other stuff was submitted to you but, the first things, the allegations were submitted on September 27th and this is the 15th of December, and we still haven't gotten anywhere yet. This has been very frustrating as for me, it has affected me all semester. I have tried to get things sped up but that didn't work.

That was more than you asked. Short answer. I would go to, Jay, I would go to the manual, I think it is P2 or P3 and it continues several pages and it's about the procedure. That's what I think would be fair.

I will take my coffee with me if I can. I need more caffeine.
(Crenshaw leaves)

Mina: After some deliberating we have determined that there is a significant difference of opinion into how the function of this committee and its purpose and its objective. As such, for the protection of everyone involved, we are going to suspend the actions of the committee until such time as all these matters can be ironed out and made clear and satisfactory to everyone.

EXHIBIT 15

ERSKINE

COLLEGE

To: Dr. David Norman, President, Erskine College

From: Grievance and Appeals Committee

RE: Findings regarding grievance case

Date: January 4, 2011

Dr. Norman,

Per your request, a committee of faculty was formed to assist in adjudicating a grievance filed against a faculty member. The committee was formed after the Faculty Grievance Committee was unable to mediate the case. The task we were given was to review the available information, gather further information as we saw fit, and determine the appropriateness of actions taken during and after the incident in question. We submit the following report:

The committee met on two occasions. The order of the first meeting was to elect a chair, discuss the means by which we would arrive at our decisions, and, after a review of the materials, decide what further information would be needed. These actions were completed successfully, and requests for further information were made through the president's office. We received written reports from all parties requested save one. Dr. William Crenshaw requested a meeting to give information and answer questions in person.

Our second meeting was for the purpose of an interview with Dr. Crenshaw. Dr. Crenshaw read an opening statement expressing, among other things, his desire for a rapid conclusion to the process, his appreciation for the formation of the committee, and a willingness to answer questions. He also expressed his concerns regarding multiple aspects of the procedure. The committee then began to ask questions. From the beginning it became readily apparent that Dr. Crenshaw's interpretation of the committee's role, what questions should be asked or answered and in what context, and what specific areas to which the questions should be limited was very different from that of the committee members. Dr. Crenshaw was asked for his account of the events in question; he felt this was not sufficiently specific and declined to answer. After an appropriate amount of time was spent on further questions and discussion, the committee agreed that we would not be able to gather the information necessary to make an informed decision, and there were sufficient other concerns that we voted to suspend the actions of the committee until further notice.

Erskine College
Balk Hall P.O. Box 338 Due West, South Carolina 29639
864 • 379 • 2191 Fax 864 • 379 • 2167 www.erskine.edu

Christian Commitment and Excellence in Learning

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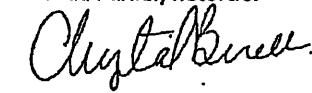
C O L L E G E

At this time we believe that we can do no more to help resolve this situation. It is our opinion that faculty governance will not be successful in this case. Therefore, we are turning this matter back over to the president's office for further action. Also, per our discussion, you absolve the committee and its members of any responsibility or actions regarding this matter.

Sincerely,

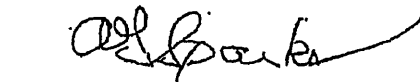

Dr. Al Mina, Chair


Dr. Brad Parker, Recorder


Dr. Chrystal Bruce


Dr. Robert Elsner


Dr. David Grier


Dr. Arthur Sparks

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Appendix 1427

EXHIBIT 16

From: David Norman <davidandkd@gmail.com>
Date: August 3, 2011 10:24:55 AM EDT
To: "Dr. David A. Norman" <norman@erskine.edu>
Subject: Fwd: re Bill Crenshaw

----- Forwarded message -----

From: <wilson6114@bellsouth.net>
Date: Wed, Jul 20, 2011 at 4:06 PM
Subject: re Bill Crenshaw
To: David Norman <davidandkd@gmail.com>
Cc: Steve Maye <smaye@drakecap.net>, "James T. Corbitt" <jamestcorbitt@bellsouth.net>, Steve Suits <ssuits@bellsouth.net>, Gordon Query <gquery@bellsouth.net>

David,

See below. What does one call these words of Bill Crenshaw, the senior English professor?

William Crenshaw

If it is only behind the scenes work that is accomplishing anything, then this site is a total waste of time.

I haven't seen much — if anything — that has been accomplished by behind the scenes work. The specific "accomplishments" that have been pointed to are spurious at best. I can tell you that they have had zero effect on the ground at Erskine.

I think this site does accomplish three things. First it spreads the word and the outrage. This is a means to and

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end. The end are the other two accomplishments: second, people are encouraged to quit donating to Erskine and to quit sending their kids until all this is straightened up. The power of the purse is far more significant and successful than any behind the scenes deal-cutting has been. And third, this shines the light on the actions of Synod, wingnuts, and the admin; i.e., it delivers a healthy wallop of bad publicity to Erskine, which means they have to spend time countering the bad publicity and answering for what they are doing. I would submit that if there is behind the scenes pressure being put on the admin or the wingnuts, it has come from the sense of outrage generated by this site that led to private, chew-them-out phone calls, not something achieved by following Marquis of Queensbury niceties.

Who has ever been offended that was a potential ally? Whom have we driven off with "Taliban" or other remarks judged intemperate? In theory, you can try to make a case that we might offend a potential ally: show me that evidence that this is actually so. Who have we lost? When? Why?

To whom can TOS appeal by using our words against us? We've done nothing compared to the atomic bombs dropped by TOS, by Chuck and Turby and all those who won't submit and demand that we do. Does anyone seriously think that there is a large group of undecideds out there waiting to join the other side if we say "Taliban?" Who are they? Why haven't they decided? If they haven't decided yet, what good are they? You're arguing that even though the issues are clear and the stakes are high that there is a significant number of people out there who

8/3/2011

haven't made up they're minds? Really?

Please. You've had a couple of posters who you thought were over the top, and you've made this into a broad issue that is simply a distraction and is working against your goal of comity. With all due respect to Nan, we've seen in that editorial how attempts at comity can become simple comedy, which ends up making us look stupid and spineless.

This is a non-issue. You're wasting time with it. Rome is burning. Stop fiddling around.

I am using the Free version of SPAMfighter.
SPAMfighter has removed 3352 of my spam emails to date.

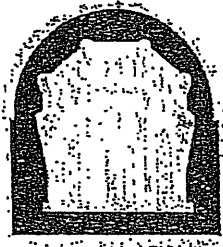
Do you have a slow PC? Try free scan!

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Appendix 1431

The College Faculty Manual



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Revised August 31, 2009

This manual describes some of the normal policies and procedures for Erskine College faculty (in and outside of the classroom), which are presented as faculty guidelines. This manual replaces any and all prior versions of the *College Faculty Manual* distributed to faculty in their entirety. Should there be a discrepancy in language or content between the *College Faculty Manual* (applicable to College faculty) and the *Employee Resource Handbook* (applicable to all employees, College and Seminary), the overriding document will be the *Employee Resource Handbook*. The issuance of this manual, the *Employee Resource Handbook*, and/or the policies and language contained therein do not create a contract of employment, expressed or implied, between Erskine and any employee. In the event that any mandatory language appears in this manual, the terms of this disclaimer shall take precedence over any such apparently mandatory language, so that no contract is created.

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Mission and Philosophy**Mission of Erskine College**

The mission of Erskine College is to equip students to flourish by providing an excellent liberal arts education in a Christ-centered environment where learning and biblical truth are integrated to develop the whole person. (Adopted by the Board of Trustees, October 2007).

Purpose of Erskine College

Erskine College exists to provide opportunities for liberal arts education in an environment created from and expressive of Christian commitment. Striving for excellence and respecting individuality, the College seeks to enable each student to integrate knowledge and moral values in preparation for a life of service to God and society. Erskine, as part of the Associate Reformed Presbyterian tradition since 1839, attempts to unite faith and reason to produce an atmosphere in which Christianity undergirds the freedom of inquiry and inspires dedication to the search for truth and understanding. (Adopted by the Faculty, Student Senate and Board of Trustees, 1977-78, Reaffirmed, 1991)

Educational Goals

These are educational goals toward which we would strive for each student at Erskine:

I. Abilities

- (1) To communicate effectively in writing and in speaking
- (2) To think and act independently and objectively examine complex issues
- (3) To make fruitful and creative use of leisure time
- (4) To work cooperatively with other people
- (5) To reason abstractly

II. Personal and Ethical Maturity

- (1) Knowledge of different value systems with an emphasis on Christian values
- (2) Awareness of one's special assets and limitations
- (3) Appreciation of human diversity
- (4) Development of a personal value system and an ability to change it

III. Knowledge

- (1) Awareness of major world issues and problems and the forces, institutions, and persons shaping them
- (2) An understanding of the natural environment and man's place in it
- (3) An appreciation of the arts
- (4) Preparation for a lifetime of fulfilling employment
- (5) Awareness of the interrelatedness of knowledge

(Adopted by the Faculty and the Board of Trustees, 1974)

**Statement of the Philosophy of Christian Higher Education
of the
Associate Reformed Presbyterian Church
June 8, 1977**

Introduction

Christian higher education for the service of God in church and society finds its roots in Biblical revelation. For over one hundred and forty years, Christian higher education has been an integral part of the mission of the Associate Reformed Presbyterian Church. Truly, the Associate Reformed Presbyterian Church, through its institutions of Christian higher education, has a history of distinguished service. The value of its mission is immeasurable, for this mission has been an influence for good in the lives of thousands of men and women who have attended Erskine College, Erskine Theological Seminary or Bryson College. Through many of these men and women, the Church itself has been blessed with strong Christian leadership and dedicated service.

The General Synod believes that there is a continuing need for the church to express its objectives, to reaffirm its purpose, and to restate its philosophy of Christian higher education, including goals and purposes of Erskine.

In the following statement, the General Synod desires to preserve and incorporate all of the redeeming elements of the Church's philosophy that have prevailed at the College and Seminary from their beginning. In this statement the terms "Erskine" and "Erskine College" refer to both the undergraduate school and the Seminary, unless the context indicates otherwise.

I. The Role of the Church in Christian Higher Education

The Associate Reformed Presbyterian Church should reexamine on a continuing basis its total program in the use of its resources and in all areas of its mission. To this end the Church should ask itself continually what it is doing and what it should be doing in the field of education. It is clear that every Christian denomination should involve itself deeply in Christian education. A parallel question which every Christian denomination should ask is whether it also should be involved in the field of higher education and, if so, at what level and in what way.

We believe in the importance of education, and we believe that education represents a vital part of the mission of the church.

Furthermore, we believe that our denomination has a definite role to play in Christian higher education.

We believe this is so because this area of service offers the Church a unique opportunity to present Christ and the Christian viewpoint and to demonstrate in a tangible way the value of a life which is lived in right relation to God and man. We believe that only such a life can realize its fullest potential in terms of usefulness to society and inner satisfaction to the individual.

We believe that the Church has a responsibility not only to initiate the organizational structure for such participation, but also a responsibility to continue to nurture that organization and to provide theological and philosophical guidance to it.

II. The Biblical Basis for Christian Higher Education

The Associate Reformed Presbyterian Church believes the Bible, the Written Word, to be the rule of faith and life. The Bible reveals God as the source of all truth. Reverence for Him, and commitment to Him, is the beginning of wisdom. Jesus Christ, God's Son, came to reveal this truth — truth which has the power to set people free from the bondage of sin. The Holy Spirit comes to make the truth of God's love in Christ real in our hearts. Therefore, for education to merit the term

"Christian," it must be based on belief in God, the Source of truth; be centered in Jesus Christ, the Revealer of truth; and be guided by the Holy Spirit, the Inspirer of truth.

Taking their perspective for the Biblical view of God, man and the world, as expressed in *The Standards of the Associate Reformed Presbyterian Church* our institutions of Christian higher education have a responsibility to stress Christian doctrine as well as Christian ethics; Christian commitment as well as academic excellence. Our calling in Christian higher education is to create an environment that exposes the college community to the truth of God's redemptive love and to equip its members for lives of useful service, whether in the full-time ministries of the Church, or in some other worthy calling.

III. Implementation

The carrying out of such a philosophy requires careful planning in several areas in accordance with *The Standards of the Associate Reformed Presbyterian Church* and under the guidance of the principles of this statement. Full development will be achieved as the task is approached with a sense of mission by everyone within the college community.

- (1) See especially the Confession of Faith, the Large Catechism and the Shorter Catechism.
- (2) Ref. Form of Government, Chapter XIV, A, 4: "Any newly appointed employee of any board, as administrator or teacher, shall give satisfactory evidence of his belief in and adherence to the basic doctrines of evangelical Christianity."
 - (a) The Trustees of the College. The Board of Trustees of Erskine College is the authority of the Church at Erskine. Representing the Church's presence in its work of Christian higher education, the Trustees are an integral part of the college community. For service in such positions of responsibility, it is incumbent upon the General Synod to select individuals who have a perception of the Church and its work that coincides with that of the Synod and who are kept informed of the Church's policies and purposes. A trustee is a servant of Christ and His Church in one of the greatest and most sacred endeavors. In this task the Church needs Godly men and women of knowledge, wisdom and dedication to this work.
 - (b) The Administration. In discharging its responsibility, the Board of Trustees should recognize that the administrators of the College have a difficult task in being stewards for the Church when, at the same time, they must meet the demands of academic standards and accreditation, build a strong faculty, and present a program of studies which attracts students. Executive planning of this complexity requires great professional skill and dedication. It is imperative, first, that the College have in these positions--as president, administrative and academic officers -- individuals who are strong both in terms of their preparation and also in terms of their perception of administrative responsibility to the Board of Trustees and to the Church. These officers are charged with continuing commitment to the larger view of the College as a community of Christian scholars. Second, there must be kept open channels of regular communication between the Board of Trustees and the Synod in order for there to be on the campus the most effective implementation of our educational ideals.
 - (c) The Faculty. The Board of Trustees, through the Administration, should seek faculty members having professional competence, moral sensitivity and genuine Christian commitment. Faculty members who believe in the enduring relevance of the Christian orientation have a relation to their subject matter and an involvement with the learner which are significantly different from those found in secular settings. Freedom of inquiry should prevail; however, faculty members should be chosen who are sympathetic to the goals of the College and who are concerned with the quality of the day-to-day life of the campus. The instructional focus should be on insight and comprehension, as opposed to information only,

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information only, and should place emphasis on flexible and innovative approaches to teaching.

- (d) **The Student.** The student attending Erskine College becomes part of a meaningful tradition of Christian leadership, of education for a life of service and witness. At a Christian college, the uniqueness of each individual is a basic premise, but the universality of our human dependence on Jesus Christ as the ultimate Word is equally fundamental, the point of reference for all knowledge and all experience being Biblical revelation and authority. From these truths it follows that both the individuals comprising the student body and the ethos of a college campus which is truly Christian should manifest qualities differentiated from the secular norm. At Erskine College, students are privileged to belong to a community of genuine concern and conviction which it is their responsibility to foster and to maintain as they relate its values to their own time. Under the supervision of the Board of Trustees, the Administration and the Faculty, the student is expected to cooperate in creating and maintaining an environment that will honor God, promote the Christian goals of the Church and support the moral standards of the College. In the educational process, the student is expected to study and evaluate all knowledge objectively, seeking God's guidance in matters of faith, vocational calling and educational preparation.
- (e) **The Curriculum.** The Curriculum for Erskine College at the undergraduate level should be broadly based, with the Christian perspective as the positive integrating factor for all of the disciplines. Emphasis should be placed on the arts, sciences, vocations and our cultural heritage. Significant emphasis should be placed on the study of the Bible and Christian ethics as a requirement for graduation. Along with providing strong majors in different fields, the curriculum should address the development of the whole student. An exposure to specialized areas of social and community service is an appropriate part of the total educational experience. Erskine Theological Seminary, being the professional school of Erskine College, in preparing students for the gospel ministry, has a special mission in Christian higher education. Its curriculum must be in harmony with the Standards of the Associate Reformed Presbyterian Church and designed so that its graduates will be fully prepared to be effective ministers of the Word.

IV. Interrelationship of the Associate Reformed Presbyterian Church and Erskine College

Erskine College represents the Associate Reformed Church in higher education. The relationship between the College and the Church is organic; that is, Erskine College is related to the General Synod of the Associate Reformed Presbyterian Church as the arm of the Church in Christian higher education in carrying out the Biblical mandate to redeem all of life, especially man's moral and intellectual life, under the authority and Lordship of Jesus Christ.

- (a) **Responsibility of the Associate Reformed Presbyterian Church to Erskine College.** Inasmuch as Erskine College is a church-owned Christian institution, the Church has ultimate responsibility for the administrative, academic and moral life of the College. This responsibility is established and maintained through the Board of Trustees. The Trustees over-see the total administration of the College as a trust of the Associate Reformed Presbyterian Church. The Church also has a responsibility to support the College financially and to render encouragement and affirmation to the College as it implements the goals and purposes of the Church.
- (b) **Responsibility of Erskine College to the Associate Reformed Presbyterian Church.** In order for the goals and purposes of the Associate Reformed Presbyterian Church in Christian higher education to be realized, Erskine College, through its Board of Trustees, administration and faculty, must be in harmony with the principles and goals of the Associate

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Associate Reformed Presbyterian Church. Within this context, the College has a responsibility to bring its theological reflections to bear upon the life of the Church.

V. Erskine's Purpose

The purpose of Erskine College should be to provide sound training in a campus environment where Christian influence is pervasive. The role of the church-sponsored college is the distinctive one of relating academic disciplines to the Christian realities of faith and responsible selfhood.

At the same time, there must be intellectual stimulation and open dialogue; and creative individualism should be fostered. The basic premise of education should be that the goals of education are to open the mind and the heart to truth, to teach one to think objectively and to give direction to daily life.

As an arm of the Church, Erskine College exists to enlarge and help sustain the mission of the Church. It exists, primarily, for the benefit of its students. Their interests must be paramount and their individual and collective needs a matter of continuing concern. Erskine's goal must be to afford them the opportunity and encouragement to integrate knowledge and moral values in the development of the highest and best use of their abilities. A primary task of the College should be to guide the student into the development of a mature faith, within a Christian system of values which defines contemporary pressures in their true light and which is staunchly resistant to the impersonality and relativism of our time. Erskine's ultimate objective for every student must be the gaining of an understanding of the truth that "man's chief end is to glorify God and to enjoy Him forever."

Evangelical Christian Defined

The following is the definition of an Evangelical Christian adopted by the General Synod of the Associate Reformed Presbyterian Church (June 1976).

The following definition of evangelical was adopted by the 1976 General Synod: "The word 'evangelical' comes from a Greek root meaning 'good news' and it refers to the Gospel of Jesus Christ. In a broad sense, evangelicals are people who believe that the Bible is God's inspired Word and that an individual can become a Christian only by accepting Jesus Christ as his personal Savior. Evangelicals believe:

- "1. The Bible alone, being God-breathed, is the Word of God, infallible in all that it teaches, and inerrant in the original manuscripts.
- "2. That there is one God, eternally existent in three persons: Father, Son, and Holy Spirit.
- "3. In the Deity of the Lord Jesus Christ, in His Virgin Birth, in His sinless life, in His miracles, in His vicarious and atoning death through the shed blood, in His bodily resurrection, in His ascension to the right hand of the Father, and in His personal return in power and glory.
- "4. That for the salvation of lost and sinful man, regeneration by the Holy Spirit is absolutely essential.
- "5. In the present ministry of the Holy Spirit by whose indwelling the Christian is enabled to live a godly life.
- "6. In the resurrection of both the saved and the lost; that they that are saved unto the resurrection of life and they that are lost unto the resurrection of damnation.
- "7. In the spiritual unity of believers in the Lord Jesus Christ."

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Erskine employs as new faculty members only Christians who have consented in writing to the Philosophy of Christian Higher Education statement, including its definition of an evangelical Christian, and the appropriate College or Seminary Mission Statement. Implementation of this policy shall be the responsibility of the President of Erskine College and Seminary.

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Rules, Guidelines, and Procedures**Faculty Rules of Organization and Procedures****I. Membership and Duties and Responsibilities**

1. **Membership:** The faculty shall consist of the President of the College, Vice President and Dean of the College, Librarians, and the officers of instruction, classified as follows: Professor, Associate Professor, Assistant Professor, and Instructor including all persons employed at least half-time with academic rank. The College Faculty may grant and withdraw seat and voice to additional persons. In matters adjudged strictly academic in nature, only those persons holding academic rank shall be entitled to vote. The Vice President and Dean of the College and the Chairperson of the Faculty shall, in conjunction with the President, determine which items are strictly academic in nature.
2. **Duties and Responsibilities:** The Faculty and the Dean of the College shall design educational programs, curricula, and admission standards and procedures; any recommendation of major changes in such areas shall be submitted to the President for Board action. Implementation of educational programs, instructional techniques and policies, and specific objectives of courses are prerogatives of the Faculty. The participation and advice of Administrative Officials and students shall be enlisted in decision making processes. The Faculty shall recommend to the Board candidates for degrees and other distinctions. In design and support of the student life program, Administrative Officials and Faculty should consider the welfare of the students. Generally Administrative Officials, the Faculty, and the student body shall participate on college committees which are concerned with the non-academic aspects of student life. Each student organization and publication shall have an advisor from among the Faculty or an Administrative Official.

II. Conduct of Business

1. **Meetings:**
 - a. Regular meetings shall be held monthly during the regular academic year, and at no time shall the interval between meetings be greater than five months.
 - b. Special faculty meetings may be called by the President upon notice of at least twenty-four hours. Special meetings may also be initiated by the Faculty upon written notification of at least twenty-four hours by the Executive Committee to the Vice President and Dean of the College.
 - c. Each Faculty shall create and preserve a documentary record of its action and may otherwise establish its rules of procedure and provide for such committees as may be appropriate.
2. **Presiding Officer:**
 - a. Under the Bylaws of the College, the President shall ordinarily preside at faculty meetings. The President shall call meetings of the Faculty at intervals no greater than five months. However, the Dean of the College may preside at a regular meeting of the Faculty in the absence of the President or at other meetings when the President is incapacitated or when asked to do so by the President. The Faculty shall create and preserve a documentary record of its actions and may otherwise establish its rules of procedure and provide for such committees as may be appropriate.
 - b. The Chairperson of the Faculty shall preside over faculty meetings on the following occasions:
 - (1) During the election of faculty officers

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- (2) In the handling of a faculty grievance procedure
- (3) In the absence of the Vice President and Dean of the College
- (4) Whenever designated as presiding officer by the Vice President and Dean of the College at the suggestion of the Executive Committee of the Faculty

3. **Quorum:** A quorum shall consist of two-thirds of the voting members of the Faculty.

4. **Parliamentary Procedure:**

- a. The meetings of the Faculty shall be conducted in accordance with the standard edition of Roberts Rules of Order.
- b. A Parliamentarian shall be appointed by the Chairperson of the Faculty. He shall be prepared at each faculty meeting to act as a consultant in parliamentary matters.

5. **Non-Delegation of Authority:** In the interest of preserving the exceptional value and influence of the Faculty, the Faculty may not delegate its full authority in all matters to any single committee or group of committees.

6. **Manual:** The President, with prior consent of the Board, shall publish and revise from time to time *The College Faculty Manual* and an *Employee Resource Handbook*. These books shall include policies regarding academic freedom and responsibilities for faculty and students, job descriptions, College committees, terms and conditions of employment, criteria for promotions, rank, tenure, retirement, professional demeanor, judicial process, et cetera, and any official statement of the Philosophy of Christian Education by the Associate Reformed Presbyterian Church. They may be published accompanied by appendices edited by the President without the prior consent of the Board.

7. **Relationship to Student Government Association:** The College Faculty shall receive the clear expression of student opinions from the Student Government Association, and the Faculty shall expect the Student Government Association, while having the right of self-government, to act responsibly and in concert with the Faculty, the President, and the Board.

III. Officers and Duties

- 1. **Officers:** The officers of the Erskine Faculty shall consist of a chairperson, the previous chairperson, a secretary-treasurer, two representatives to the Board of Trustees, and two executive committee persons.
- 2. **Eligibility and Election of Officers:** Officers will be elected from among those members of the Faculty who hold no administrative office in the College. Elections shall be held at the last regular meeting of the academic year. All officers will serve for one year terms with the exception of the representatives to the Board who are chosen from alternate two year terms. The officer-year shall run from July 1 through June 30.
- 3. **Duties:**
 - a. The Chairperson of the Faculty will preside over the Faculty at its elections and on the occasions when designated as the presiding officer by the Vice President and Dean of the College at the suggestion of the Executive Committee. He will also act as the presiding officer of the Executive Committee.
 - b. The Secretary-Treasurer will record the minutes of the Faculty meetings, collect and dispense such funds as authorized by action of the Faculty, and serve as a member of the Executive Committee.

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- c. The Faculty Representatives to the Board will meet with the Board of Trustees, advise the Board in all matters related to the College, make regular reports to the Faculty on the meetings of the Board, and serve as members of the Executive Committee of the Faculty. Recommendations or communications from the Faculty to the Board should be introduced through a standing committee of the Board after informing appropriate Administrative Officials.

IV. Executive Committee

1. **Membership:** The Executive Committee of the Faculty shall consist of the chairperson and secretary-treasurer of the Faculty, the two faculty representatives to the Board of Trustees, the two executive committee persons elected at large by the Faculty, and the immediate past chairperson of the Faculty.
2. **Duties:** The Executive Committee or its designee shall confer with the Vice President and Dean of the College on the proposed agenda before faculty meetings, and they shall confer with the Administration upon faculty appointments to college committees. The Executive Committee shall also act as an advisory board to the Administration in matters of faculty interest. The Committee year shall run from July 1 through June 30.

V. Amending Process

These procedures may be amended at any regular meeting of the Faculty by a two-thirds vote, provided that the amendment has been submitted in writing at the previous regular meeting.

Adopted by the Faculty 13 February 1985.

Department Heads

A department head is appointed for each department.

Appointment

The Vice President and Dean of the College appoints Department Heads following consultation with the members of the department.

Duties

Generally, Department Heads are responsible for coordinating the day-to-day operation of the programs within their respective departments. Department Heads are ex-officio members of the Curriculum Committee.

Specific duties include:

1. Coordination of course offerings and class schedules in the department.
2. Calling of department meetings when judged to be necessary.
3. Assistance in the recruitment of faculty.
4. The preparation of departmental budget reports.
5. Control of departmental expenditures and library orders.
6. Responsibility for proper maintenance of equipment, facilities and buildings related to the Department.
7. Primary responsibility for counseling and certification of departmental majors.

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Faculty Guidelines

Members of the Faculty

The faculty shall consist of the President, the Dean of the College, and all persons employed at least half-time with academic rank. The following members of the administration have the responsibility of attendance at faculty meetings and, in all matters except those strictly academic in nature, shall vote: Vice President for Development, Vice President for Student Services, Vice President for Finance and Operations, Vice President for Enrollment, Chaplain, Dean of Students, Registrar, Director of Alumni Affairs, and Director of Public Relations. In matters adjudged strictly academic in nature, only those persons holding academic rank shall be entitled to vote. The Vice President and Dean of the College and the chairperson of the faculty shall, in conjunction with the President, determine which items are strictly academic in nature.

Officers of the Faculty

The officers of the Erskine faculty shall consist of a Chairperson, a Secretary-Treasurer, two representatives of the Board of Trustees, and two executive committee members. Officers will be elected from among those members of the faculty who hold no full-time administrative office at the College. Elections shall be held at the last regular meeting of the academic year. Terms of service shall begin July 1. All officers will serve for one-year terms with the exception of the representatives to the Board, who are chosen for alternative two-year terms. The Executive Committee of the faculty shall consist of the Chairperson and Secretary-Treasurer of the faculty, the two faculty representatives to the Board of Trustees, two Executive Committee members, and the immediate past chairperson. The Executive Committee shall confer with the Vice President and Dean of the College on the proposed agenda before faculty meetings and they shall confer with the administration upon faculty appointments to college committees. The Executive Committee shall also act as an advisory board to the administration in matters of faculty interest.

Meetings of the Faculty

Regular meetings shall be held monthly during the regular academic year. Special faculty meetings may be called by the Vice President and Dean of the College or by the chairperson of the faculty upon notice of at least twenty-four hours. Such special meetings may be initiated by the faculty upon written request of the Executive Committee to the Vice President and Dean of the College. Under the bylaws of the Board of Trustees, the President shall preside at faculty meetings. The Chairperson of the faculty shall preside over faculty meetings during the election of faculty officers and members of Faculty Committees, and during the selection of Students and Faculty to receive honors. The faculty has requested that any motion to be brought before the Faculty be written, along with a brief explanation for it, and submitted to the Faculty Executive Committee for its meeting prior to a scheduled faculty meeting.

A quorum shall consist of two-thirds of the voting members of the faculty. Meetings shall be conducted in accordance with the standard edition of *Robert's Rules of Order*. A Parliamentarian shall be appointed by the chairperson of the faculty. The Parliamentarian shall be prepared at each faculty meeting to act as a consultant in parliamentary matters.

Duties and Responsibilities of Faculty

The Dean of the College and the Faculty shall design educational programs, curricula, and admission standards and procedures, and any recommendation of major changes in such areas shall be submitted to the President for Board action. Implementation of educational programs, instructional techniques and policies and specific objectives of courses are prerogatives of the Faculty.

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Faculty. The participation and advice of Administrative Officials and students shall be enlisted in decision making processes.

The Faculty shall recommend to the Board candidates for degrees and other distinctions.

In design and support of the student life program, Administrative Officials and Faculties should consider the welfare of the students. Generally Administrative Officials, the Faculties and the student body shall participate on college committees which are concerned with the non-academic aspects of student life. Each student organization and publication shall have an advisor from among the Faculties or an Administrative Official.

Recruitment and Selection of Faculty

Prospective faculty members are notified of openings through a variety of media sources. Positions are advertised in appropriate journals, newspapers, and web sites. Advertisements ask prospective faculty members to submit resumes. These are acknowledged and passed on to the appropriate departmental chair. Faculty members of the department assist in the selection of candidates who are sent material describing the institution's mission and an Erskine Faculty Application. A candidate or candidates who will be interviewed are selected from those who return completed Erskine Faculty Applications, references, transcripts of academic work, and other relevant material.

Generally, the Dean of the College telephones someone other than one of the references (for example, a departmental chairperson or supervisor) who knows the candidate. If a person is selected for an interview, appropriate arrangements are made for a visit to campus. No faculty member is employed without an on-campus interview. The prospect talks with members of the department, students, the Dean of the College, and the President. In many cases candidates are asked to make a classroom lecture or presentation to students.

The interview with departmental personnel is intended to explain clearly such responsibilities as teaching and advising, to view office and departmental space and equipment, and to permit the candidate and members of the department to assess one another. The Dean of the College describes the general responsibilities of the faculty, the type of students that Erskine attracts, the characteristics of faculty and staff colleagues at Erskine, discusses the institutional mission statement and its emphasis on Christian commitment, and answers questions that the person may have. Once interviews are completed, the Dean seeks advice from the department's faculty and students, consults with the President, and makes an offer. The Dean of the College offers a letter of appointment. When a letter of appointment is accepted, all other candidates are promptly notified that the position is filled.

Criteria for Employment of Faculty

Criteria for employment generally include the Ph.D. degree in the specific teaching area. In some instances another terminal degree or experience appropriate to indicate competency may be accepted. In several cases professors have been appointed on the basis of substantial progress toward the doctorate and the intention of completing it. Erskine faculty members are selected not only for their scholarly attainments and their skill in kindling a lively interest in the subjects they teach, but also for their ability to exert a constructive personal influence on their students. Christian character, scholarly attainments, and interest in young people are characteristics considered in the choice of faculty members. Indications of Christian commitment such as church attendance, community service, and integration of faith and learning in the classroom will be a major consideration in the selection of faculty. Additionally, any employment offer is contingent upon a successful criminal background check, a credit check (as needed), and a state sex offender's registry check. A state Department of Motor Vehicle ten year driving record check may also be conducted.

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Endowed Faculty Appointment Policy

The recruitment and selection of endowed faculty shall conform to the guidelines set forth in *The College Faculty Manual*. The President upon the recommendation of the respective Dean makes endowed appointments. Faculty hired to fill an endowed position will be held to the same standards for promotion and tenure as all other faculty. Additional requirements for receiving or maintaining an endowed position may be established by the College. If a faculty member is not fulfilling the expectation of the position, the President and the appropriate Dean may decide to not renew the faculty member's endowed position. Unless the faculty member was hired specifically to fill an endowed position, the removal of an endowed position will not affect the faculty member's academic rank or tenure status.

Sabbatical Leaves for College Faculty

Erskine College believes that sabbaticals add to the quality of our educational programs by improving a teacher's effectiveness and strengthening intellectual skills. Sabbaticals are an important opportunity for faculty to engage in scholarly and artistic renewal. Full-time faculty members may be granted sabbatical leaves at the end of six years of service to Erskine. Normally, sabbaticals will be granted to tenured faculty. In order to qualify for this program, the faculty member must submit a sabbatical plan of study at least one year in advance of the period in which the sabbatical is to be taken (see appendix). All sabbaticals must be approved by the Dean of the College in consultation with the appropriate department chair. Normally, a sabbatical leave will consist of one semester and one January during which time the faculty member will receive regular pay and benefits.

Sabbaticals are a privilege Erskine wants to make available to the tenured faculty. However, the College reserves the right to deny requests for such leaves for financial, educational, or any other reason, even if the faculty member is otherwise eligible. Faculty members are required to return to Erskine for at least one year after a sabbatical leave.

Part-time Faculty

The College expects to use a limited number of part-time faculty members. A majority of courses offered in all disciplines are taught by full-time faculty members. Part-time faculty are generally able to enhance the curriculum offered by the full-time faculty. For example, part-time faculty are often employed because of their particular work experience and background (e.g., a practicing attorney to teach business law, etc.) Occasionally, two or three part-time faculty members are used to replace a full-time faculty member on a temporary basis.

Requirements for employment of part-time faculty are the same as those for full-time faculty. Part-time faculty are provided the same opportunities for orientation as full-time faculty unless other employment or employment during the academic year precludes their participation in orientation. They are then provided necessary information by the Dean of the College and department chair. Each part-time faculty member is given a faculty manual, a mailbox, office space (as available), and is routinely notified of all matters concerning Erskine faculty. Part-time faculty are expected to hold office hours on the basis of three hours per week per three hour course taught. They are required to have students complete evaluation forms for each course at the end of the term.

Adjunct faculty must administer student evaluations for all their courses the first year they teach at Erskine College. If they continue to teach at the College they must have at least one course evaluation each year after that. (Adopted by the Faculty, April 15, 2004)

Faculty Transcripts

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New faculty members and those who complete degrees after employment must place on file in the Academic Office an official transcript which shows their most advanced degree.

Annual Appointments

Letters of appointment are generally offered in March for the following academic year and, unless otherwise specified, must be signed and returned by April 1.

Research

Faculty should be engaged in scholarly activities and one criterion for tenure is "scholarly or artistic achievement." Erskine is a teaching, not a research institution, and the most important criterion for tenure is "teaching effectiveness." Scholarly activity does have a direct positive influence on teaching effectiveness. A faculty member's first obligation is teaching and concomitant duties but faculty will be supported in research activities whenever possible.

Office Hours

Each faculty member is expected to maintain, post and publicize to students and advisees office hours of 9-12 hours per week. Faculty members are expected to be available to students at a time mutually satisfactory.

Office Security

Each faculty member is given a key for his/her office. In most cases, a key to a faculty office also provides entry into the building and locked classrooms or labs. Under no circumstance should an office key be given to any student. The mail and supply room in Belk Hall is protected with an electronic security system. Faculty can enter this area after hours with a numerical code obtained from the Business Office.

Sale of Examination Copies

As a matter of principle, the faculty opposes the sale by faculty members of solicited examination copies of textbooks and other teaching materials. (Adopted by the faculty, October 14, 1987)

Academic Regalia

Academic costumes shall be worn at ceremonial occasions by the President and officers of the College, the faculty, and such students as the faculty may indicate. The regalia shall conform to the rules governing academic costumes.

Convocations

Erskine maintains a convocation program primarily for educational purposes. As events where the whole "college family" gathers, convocations foster a spirit of community and a sense of belonging. The administration assumes prime responsibility for the operation of the convocation program and does so through the Convocation Committee. Any substantial changes in the overall format and design of the Convocation Program will be made with the consent of the faculty and in consultation with the SGA.

Attendance at Convocations and Other College Functions

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Erskine's administration expects faculty members to attend convocation, and encourages them to attend fine arts programs, sports events, and social occasions. The College enjoys the good will and support of alumni, friends of the College, and parents of students. Consequently, the administration hopes that faculty members will participate in activities sponsored by the Alumni Association, Parents Association, Flying Fleet Club, and the Board of Counselors.

Summer Session

During summer school, regular faculty members are in charge of the instruction. The faculty salary scale is less than that of the regular school year. Pay will depend on such factors as the number of hours taught (a full load will be regarded as two courses per semester), and the number of students taught. A science course will count as equal to 1.5 of non-laboratory courses in assessing load and salary. A full load for a science teacher will be regarded as one course per term.

Guidelines for Summer Letters of Appointment

Letters of Appointment will be issued under the following guidelines:

- a. Eight or more full-time students will constitute a full class and be compensated at the full rate.
- b. Professors with class enrollments of fewer than eight students will be compensated on a pro-rata basis (7/8, 6/8, etc.), with the exception that professors teaching two classes having a total enrollment of sixteen or more shall receive full salary for both courses.
- c. Classes with enrollments of four or less will be handled on a case-by-case basis, in consultation with the Vice President and Dean of the College.
- d. If there is insufficient demand for a scheduled course, professors should cancel the course at least one month before classes are scheduled to begin.
- e. Independent or Directed Studies carrying at least three credit hours shall be compensated at one eighth the rate of a full course.

Younts Excellence in Teaching Award

Each year, the College presents the *Younts Excellence in Teaching Award* to a faculty member. All full-time College faculty members are eligible except that the winner of the award will not be eligible to receive it again until after two academic years have elapsed. The students will nominate five faculty members for the award, and the faculty will elect the recipient from among those nominated.

The Vice President and Dean of the College in collaboration with the Faculty Chairperson and the Director of Institutional Research will supervise the nomination and election process. Faculty members will receive electronic ballots in the form of a survey. The survey will list relevant data and recent accomplishments of the various nominees, and the faculty will cast their votes electronically. Voting will be anonymous, and collected information will not be used for any purpose other than the election.

Faculty Marshals

Faculty Marshals for academic processions shall be the Chairperson of the Faculty and the faculty member having the longest period of service to Erskine. The Chairperson shall be Chief Faculty Marshal.

Faculty Access to Board

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Administrative officials, representatives of faculties and student bodies serving as advisors to the Board are expected to advise the Board in all matters related to the College. Recommendations or communications from a faculty member or student body member to the Board should be introduced through a standing committee of the Board after informing appropriate administrative officials. Bylaws, Article VII, Section I (page 7)

Evaluation of Faculty Performance

The purposes of faculty evaluation at Erskine College are (1) to improve teaching and (2) to provide information to those involved in granting promotions, tenure, and salary increases.

Evaluations by students should provide faculty members with immediate feedback on their teaching and give them an opportunity to capitalize on their strengths and to correct weaknesses. Student evaluations can be helpful in several areas: student perception of fairness, availability, clarity, preparation, etc. The student evaluation form currently in use was adopted by the faculty on April 3, 2003.

Faculty members are evaluated periodically by the Dean of the College who will use the same criteria as the Tenure Committee ("teaching effectiveness, scholarly or artistic achievement, and service to Erskine, Church, and community"). A description of how one might establish proof of meeting these criteria and a description of a teaching portfolio to assist faculty in improving "teaching effectiveness" are included in the Teaching Portfolio section. The Dean of the College is free to consult other members of the department, other faculty members, and students. Regular student evaluations are a part of the process. The results of these evaluations should be shared in an annual conference between the Dean and faculty member and with the Tenure Committee. A written summary prepared by the Dean will be placed in the faculty member's file and a copy forwarded to the member. The faculty member may respond in writing.

The survey results obtained from student evaluations will be used to help make personnel decisions only after strengths and weaknesses suggested are confirmed by other means. For example, an instructor who does not grade fairly and who makes no efforts toward amelioration is not likely to gain tenure or receive merit salary increases at Erskine. Unfair grading suggested by student evaluations should be confirmed by discussions with the instructor, with other faculty members or Department Heads, and with students in whom the Dean, Department Head and Instructor have confidence.

The Dean will generally respond to the results of student evaluations only if they appear to represent a trend from one semester to the next. For example, the results of one semester's evaluations will not be cause for undue concern if those evaluations deviate from the patterns of prior and subsequent semesters. Student evaluations will be administered as follows:

- each term for all non-tenured faculty;
- for faculty who request that the surveys be administered;
- for faculty who have been designated by the Dean or Department Head; every third term for tenured faculty, beginning in the fall, 1981. Administrations will, therefore, alternate between fall and spring semesters.

1. Student Evaluations:

Student evaluations will be obtained using (1) the questionnaire (see Appendix) adopted by the faculty and (2) a comment sheet. An additional form devised by the individual faculty member may also be used. The results from the questionnaire will be sent to faculty members and department heads as soon as possible. A copy will be maintained in the faculty member's file in the Academic Office. The comment sheet will be available to faculty members once grades have been submitted.

The Dean will provide an analysis of student evaluations each semester. This will indicate to each faculty member the institutional average and that individual's average for each question.

(Adopted by the Faculty, March 3, 1982)

Each faculty member selects two representative sections for evaluation by students in the course. The attached form is required. The evaluations are given to the Vice President and Dean of the College until final grades are recorded.

Evaluation forms are to be made available to any student who wishes to evaluate a course not selected for evaluation by the teacher. Copies of such evaluations will go to the Vice President and Dean of the College until final grades are recorded.

Faculty should provide for regular student evaluation of Winter Term courses. Some means appropriate to the nature of the course should be used, with the results going to the teacher only.

2. Peer Evaluations:

Peer evaluation is an option available to professors who wish to take advantage of it. New faculty members should conduct a peer evaluation during their first semester at Erskine. The faculty member desiring to be evaluated by another professor will select and secure the agreement of a person to serve as a peer evaluator in a specific course. The Vice President and Dean of the College will assist first year faculty members in identifying faculty who will serve as peer evaluators. The professor will supply this evaluator with all course materials.

The responsibilities of an evaluator are:

- to review at the beginning of the term (or as available) the course outline and schedule, statements of goals, grading policies, attendance regulations, reading lists, assignments, quizzes, etc.;
- to visit on a prearranged schedule at least three class meetings spread over the term;
- to meet briefly with the faculty member following each class visit for an oral discussion of that class;
- to submit to the faculty member a written evaluation at the conclusion of the term.

3. Mentor System:

A mentoring system will introduce new faculty to the College and will replace the Peer Evaluation for new faculty. The Vice President and Dean of the College will assign a mentor to each new faculty member during the first year of service. The mentors will be members of the faculty. The expectations of the mentoring relationship follows:

- The mentors and new faculty members and the Dean will meet as a group before the term begins to provide a general orientation to the mission and culture of the College, the academic, social, and spiritual characteristics of its students, and the nature of the community;
- Each mentor and new faculty member will review at the beginning of the term the course syllabi, outlines, schedule, statement of goals, grading policies, attendance regulations, reading lists, assignments, quizzes, and any other matters of concern;
- Each mentor will meet with the new faculty member during the academic year;
- Each mentor will respond to requests for assistance or information from the new faculty member;
- Each mentor will evaluate the new faculty member in the classroom at least twice per semester (reciprocal visits are encouraged);
- Each mentor will follow these evaluations with a discussion (a written report is optional);
- Each mentor will develop a summary report of the four evaluations with a copy to the new faculty member and the Dean; and
- Each mentor will meet with the Dean and other mentors to assess the mentoring system and suggest improvements each year.

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- Each new faculty member will meet with the Dean and other new faculty members to assess the mentoring system and suggest improvements each year.

4. Faculty Self-Evaluation:

At the conclusion of the spring term each faculty member will complete a Faculty Annual Report (see Appendix), a copy of which will be submitted to the Vice President and Dean of the College to be placed in the faculty member's file.

5. Evaluation by the Dean of the College:

Each non-tenured faculty member should have an annual conference with the Vice President and Dean of the College to discuss growth and progress toward the granting of tenure. Each tenured faculty member should have an evaluation conference with the Vice President and Dean of the College every third year. The Dean may evaluate faculty in the classroom after discussion with the faculty member or the Dean may appoint an evaluator from the faculty. (See Appendix)

6. Student Evaluation of Faculty Advisers:

Copies of the evaluation form for student advising (see Appendix) are to be distributed annually.

Teaching Portfolio

The following description of a teaching portfolio was designed in 1989 when less than one hundred institutions of higher education used the teaching portfolio. By 1995 over one thousand colleges or universities were using the teaching portfolio. Erskine does not require a teaching portfolio because the primary purpose for this tool is the enhancement of teaching and learning. National research on teaching portfolios indicates that a required portfolio is less effective than an optional one when the objective is improvement of teaching and learning. Contemporary research also indicates that the most effective teaching portfolio is one designed by the individual faculty member, one that requires little extra work, and one that is brief. Each faculty member is encouraged to create his/her own teaching portfolio.

The teaching portfolio outlined below was the original one designed in 1989 and may be followed in lieu of an individualized one. It can be modified to create a personal teaching portfolio. The following form is built around four indications of teaching effectiveness: planning, performance, assessment, and maintenance of expertise in the discipline. Criteria used by the tenure committee to evaluate candidates are published in *The College Faculty Manual* and are: "teaching effectiveness, scholarly or artistic achievements, and service to Erskine, Church, and the community." Following the form below will provide evidence of your accomplishments in all four of these categories.

1. **Planning:** Demonstrate your planning by selecting a course as one example. Secure a copy of the syllabus from last year (your first year at Erskine). Turn in the syllabus with a copy of the one you used the second time you taught the course (probably your second year at Erskine). Briefly explain why you made the changes that appear on the second syllabus. You may simply note reasons for changing in the margins of the syllabus. If you made no changes, explain why none were needed. We will discuss changes on the syllabus each year.
2. **Performance:** This is a project for next year. Note the various teaching methods you employ (lecture, class discussion of reading materials, Socratic method, use of audio-visual materials). Evaluate your success with one method and note problems encountered. Do not hesitate to admit that you use only one method of teaching. A teacher who perfects one approach can be a master teacher. At next spring's annual review be prepared to talk about your notes on this topic. You might consider using a video tape of one of your class presentations (a lecture or a discussion). You could make several and select the best. If you try and it doesn't suit you, tape over it!

In subsequent years evaluate other teaching methods or different aspects of the one method you use.

You will receive student evaluations with comments from the Dean. Each spring when you have a conference with the Dean, the two of us will review your student evaluations. One recommended idea is to select one item from the student evaluations that you believe you can improve and concentrate on improving it during the next term or year. Student evaluations will be kept in your portfolio.

3. **Assessment:** Take an essay test or paper from one of your students with your written comments included. Xerox the test or paper with your comments and then write a description of your comments (tell why you made the comment(s) on the student's work).

4. Status of your discipline and its pedagogical techniques: You may file a copy of notes taken at a conference or seminar that you attended during the year. The subject may be anything in your discipline or anything regarding pedagogical techniques of your discipline. You may substitute notes from an article(s) or book(s) of the above if you did not attend a conference or seminar.

Each year you will complete a Faculty Annual Report as specified in *The College Faculty Manual* (see Appendix). These reports are excellent sources which can be used to record conferences attended and examples of community service. Other documents that may be used to demonstrate scholarly or artistic achievement are: off prints of articles or reviews; copies of programs from conferences in which you were an active participant; copies of concert or recital programs; copies of committee reports you helped produce; other similar documentation.

Academic Counseling and Advisory Service

All faculty members are required to post and observe regular office hours and to give students as much individual attention as possible. In addition to routine attention to academic problems arising out of daily class work, faculty members participate in Erskine's counseling or student advisory program. Each freshman is assigned to a faculty member who serves as a freshman adviser for the duration of the student's first year at Erskine. During the sophomore year each student is assigned to a faculty adviser in the student's major department and remains with that adviser to graduation or until the student elects to change his/her major discipline.

Purpose and Duties of Advisers

Faculty are appointed as advisers by the Registrar. While the adviser plays the key role in academic counseling, this work must be integrated with that of the Registrar, the Student Deans, the Vice President and Dean of the College, the Chaplain, and individual faculty members.

Advisers should make use of their more mature experience to assist students in selecting courses, but their role should be advisory only. Although the student assumes responsibility for his course schedule, the adviser also assumes a major responsibility when signing this schedule. Heads of departments and the Registrar as well as the Vice President and Dean of the College are available to advise students when major problems arise in their selection of courses.

The adviser should make every effort to instill in his advisees the feeling that he is available not only at regularly scheduled conference periods but whenever they need counsel or wish to talk about their academic development.

Specific Duties

Specific duties of advisers include:

1. To help the student arrange his academic schedule to fulfill basic curriculum requirements. Advisers should help the advisee select a major field of study consistent with the student's interest and intellectual abilities. Students should select a major discipline at least by the second semester of the sophomore year.
2. To work out a tentative schedule by semester for the remaining years of college work once the advisee has selected a major discipline. Such a tentative schedule is necessary to assist the student in setting academic goals and it allows the student to mark his or her progress toward graduation.
3. To approve or disapprove any change of course the student wishes to make and to make sure that the student has a balanced schedule and is making up any deficiencies.
4. To assist the student in understanding and negotiating various academic regulations and policies (e.g., dropping and adding courses, meeting the conditions of academic probation, etc.).
5. To help the advisee develop time management skills so that the student has a balance between extracurricular activities and academic responsibilities.
6. To assist the student in other matters by appropriate referrals to other campus resources (e.g., SI, Student Deans, the Chaplain, SGA officers, etc.).

Faculty Advisers Manual

A *Faculty Advisers Manual* is published by the Academic Office and should be followed by all Faculty Advisers.

Academic Procedures

Syllabus for Each Course

Each course offered at Erskine will have a course syllabus to inform students of the rules and regulations established by the instructor or academic department. Textbook selection is the responsibility of the faculty member teaching each course or the department for courses with multiple sections. Courses with multiple sections should have a common syllabus with as much similarity among sections as possible. Each syllabus should include the following and any additional information (such as daily class assignments, etc.) desired. A copy of each syllabus and a class and office hour schedule must be on file in the Academic Office each term.

1. Course number, title and semester hours of credit;
2. Instructor's name, office location, office telephone number, and office hours;
3. Course description and course objectives;
4. Instructor's attendance regulations;
5. Instructor's grading system (grade scale and system of determining final grade);
6. Textbook(s) and author(s);
7. Additional course requirements (extra reading, projects, class participation).
8. Statement regarding the Honor Code.

Evaluation of Students

The Erskine College faculty endorses a variety of evaluative methods and techniques to assign grades and to inform students of their progress in a course and toward graduation. Quizzes, tests, examinations, term papers, themes, laboratory reports, and other means of evaluation are designed to educate as well as evaluate students.

Erskine faculty members agree that all forms of evaluation must be returned to students with appropriate grades and comments at the earliest possible time to fulfill educational objectives. Ideally, evaluation materials should be returned at the class meeting following the assignment's completion. The College expects faculty members to grade and return such materials within two weeks of the date the items were submitted to the instructor.

Examinations and Grades

Mid-term progress reports are made on each student once during each semester. Final grades are recorded at the end of each semester.

The possible grades and their meanings are:

- A - excellent
- B - above average
- C - average
- D - below average
- E - conditional failure
- F - failure
- I - incomplete
- W - administrative withdrawal
- WA - authorized withdrawal
- WF - withdrew failing
- P - passing grade of work (C or better)
- LP - passing but at a low grade of work
- CR - credit

An "E" or conditional failure in a one-term course entitles the student to a reexamination. In the case of a two-term course, an "E" in the fall term may be raised to a "D" with the written permission of the instructor, if in the spring term the student achieves a grade of "C" or better.

An "E" (conditional failure) in a one-term course or "I" (incomplete) in any course must be removed within six weeks of the beginning of the succeeding fall or spring term after the grade is received. Otherwise, these grades automatically become "F."

An "I" in a Winter Term course must be removed within six weeks after the end of the Winter Term term. Otherwise it automatically becomes "F."

Pass/Fail Option: Upon completion of the first term, a student may take one course per term Pass/Low Pass/Fail except for courses in the basic curriculum.

Final Examinations

The matter of final examinations is left to the judgment of each instructor. A three-hour examination period is provided in the schedule for teachers who elect to have final exams. If a final (comprehensive) examination is given, it must be given during the scheduled examination period. Final hour quizzes must be given during the scheduled examination period and not during the last scheduled class period of the term.

Course requirements involving final examinations or evaluation for multiple-section courses must be established by the department involved. The Faculty recommends to its members that a period of three (3) academic days should be set aside prior to exams in which professors should refrain from giving tests, if course objectives allow.

Grade Changes

Grade corrections, removal of incompletes, or removal of conditional failures must be reported in writing to the Registrar. Forms are available in the Academic Office.

Winter Term Guidelines

[Adopted February 13, 1991; additional guidelines and revisions approved by the faculty February 6, 2001 and April 11, 2002.]

The majority of courses offered in the Winter Term will continue to be outside the mainstream of the Erskine curriculum. They will embellish and enrich the traditional liberal arts course offerings of the fall, spring, and summer terms.

1. Fall and Winter Term registration occurs simultaneously during the last week of April.
2. In May, the Winter Term Committee reviews enrollment for the upcoming Winter Term. If enrollment in any course is not sufficient, then the faculty member is asked to present another course. The Winter Term Committee also reviews overall slots available for the incoming freshman class. Enough slots must be available for the freshmen and transfer students to register in September for the following Winter Term.
3. During December, the chair of the Winter Term Committee asks for Winter Term proposals for the following Winter Term. Proposals are due by early February for approval by the Committee. The Winter Term Booklet is published by the Registrar's Office.
4. Course Credit:
 - a. Winter Term courses will carry 1, 3 or 4 hours of credit. Courses unique to the Winter Term catalog will carry 3 or 4 hours credit, depending on course requirements. Faculty will propose the number of credits their courses should carry and will support their proposals by specifying

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- specifying course requirements.
- b. Courses from the regular catalog will have the credit value specified in the catalog.
 - c. A limited number of 1-hour courses may be offered. These courses will be clearly secondary to the 3-hour and 4-hour courses in that their meeting times and requirements will not conflict with those of 3- and 4-hour courses.
 - d. The faculty is on record as having defined 4-hour Winter Term courses as full-time endeavors, involving students approximately 40 hours per week. The standards for credit in the Winter Term should be involvement for approximately 10 hours per week for each credit hour, with the expectation that this translates into 3-4 class hours per week per credit hour and 6-7 lab and/or preparation hours per week per credit hour in typical classes.
5. Additional Guidelines for the Winter Term:
- a. Faculty must use the Winter Term proposal form for submission of proposals. All information must be completed.
 - b. When enrollment limits are established by the faculty member and approved by the Winter Term Committee they cannot be changed by the faculty member.
 - c. Winter Term travel courses must have one faculty member per ten students. All costs for travel courses must be given in detail to the committee at the time of the proposal.
 - 1) All travel courses must be proposed and approved two years in advance.
 - 2) If submitting a proposal for a travel course, the faculty member must also submit a proposal for an on-campus course as well. If the travel course does not have sufficient enrollment, a substitute proposal already would be available. This alternate proposal should be able to accommodate freshmen.
 - 3) In general, travel courses are graded Pass/Low Pass/Fail.
 - d. Class times for Winter Term must be divided equally between morning and afternoon to assure adequate classroom availability.
 - e. Courses offered during the previous Winter Term may be repeated only if the course was oversubscribed during the previous Winter Term.
 - f. Each department may only offer one regular catalog course per Winter Term. Regular catalog courses should be given as directed studies in the Winter Term only in the most extenuating circumstances. ~~Such courses cannot count as Winter Term credit.~~
 - g. The faculty has voted that the majority of Winter Term courses will be offered for a letter grade. Courses taught in both the Winter Term and the regular semester will use the same grading system.
 - h. Grading and enrollment capacity cannot be changed once the Winter Term Bulletin has been published.
 - i. Independent study forms, directed study forms, and externship forms must be completed by the first Friday in October. This procedure includes all required signatures and all corresponding letters from faculty and the professional sponsor as well. This deadline is very reasonable since students will have registered for Winter Term during the previous spring term. Faculty and students should have sufficient time to prepare the appropriate forms and accompanying documentation by the first Friday in October.
 - j. Each academic department must offer at least one course during Winter Term.
 - k. Each academic department must strive to offer one course that will accommodate at least twenty-four students during Winter Term.
 - l. Each academic department may offer at most one major credit course per year during Winter Term.

- m. Only one of the three required Winter Term courses may be used as credit toward a major for any student.
- n. The Curriculum Committee should approve any substitute of a Winter Term course for a major course or a basic curriculum requirement. [Adopted May 1, 1991.]

6. Faculty Loads:

- a. Each faculty member will teach a 3- or 4-hour Winter Term course three of four January terms.
- b. Any faculty member may propose to conduct a 1-hour course in addition to the normal load of one 3- or 4-hour course.

7. Student guidelines for fulfillment of Winter Term requirements:

- a. All students must meet the required three Winter Terms with two of the three being unique to the Winter Term.
- b. Regular catalog courses are not unique to the Winter Term and therefore, only one can be taken during Winter Term.
- c. Only one of the three required Winter Term courses may be used as credit toward a major for any student.
- d. If a course has been approved by the Winter Term Committee for minor credit it cannot count as Winter Term credit and as minor credit. In this case a student would be required to take four Winter Terms if the student is using the course for minor credit.
- e. All first year students must take Winter Term.
- f. Transfer students must meet the Winter Term requirement of three or complete one each year they are enrolled. Transfer students who complete two or more Winter Term courses may choose a maximum of one course from regular catalog courses taught in the Winter Term. Such courses may be used to satisfy any appropriate requirement.
- g. The normal student load in the Winter Term is 3 or 4 hours. Students with GPR's of 3.0 or better and permission from the academic office may take a maximum of five semester hours during Winter Term. Students may take no more than two courses during the Winter Term.
- h. Independent study forms, directed study forms, and externship forms must be completed by the first Friday in October. This procedure includes all required signatures and all corresponding letters from faculty and the professional sponsor as well. This deadline is very reasonable since students will have registered for Winter Term during the previous spring term. Faculty and students should have sufficient time to prepare the appropriate forms and accompanying documentation by the first Friday in October.
- i. Students must have a grade point average of 2.0, have had at least one course in the major area, and have attained sophomore standing to register for an externship. Students taking pre-medical, pre-dental, or pre-veterinary medical externships must have a GPR of at least 3.0. Externships are always graded pass/fail.

Repeating Courses

A student may retake a course for the purpose of improving a grade if the first grade earned was below a "C." [passed by the faculty on September 1, 1994]. Such a request must be approved in writing by the Vice President and Dean of the College.

The last grade earned shall be used to determine credit for the course and in the computation of the student's grade-point-ratio, although the student's record will list the course and grade each time it is taken. This policy applies only when the student completes the course.

This policy applies to no more than three different courses [passed by the faculty on October 12, 1994]. Should a fourth course be retaken, both grades for that course will be computed in the grade point ratio. A student may not select the Pass/Low Pass/Fail option in repeating a course first taken under the standard grading scale.

No student who fails a course twice is permitted to take it a third time without permission from the Vice President and Dean of the College and the professor concerned.

Honor Code Enforcement and Faculty Responsibilities

The Honor Code prohibits lying, cheating, stealing and plagiarism (see The Pilot 2006-2007). Violations of the Honor Code may be referred to the Judicial Council or adjudicated by the faculty member. In cases of major breaches of the Honor Code, the College reserves the right to assign such cases to the College Discipline and Appeals Committee and/or civil authorities.

A faculty member may choose to refer instances of cheating and plagiarism to the Judicial Council or to deal with the matter directly. If the faculty member deals with the matter directly, the student or students involved must be kept fully informed of the process and the outcome. If a student is penalized by the faculty member in such an instance, that student has the right to appeal to the College Committee on Discipline and Appeals.

The standard penalty for cheating or plagiarism is failure in the course for the first offense. In recent years penalties for the first offense of cheating or plagiarism ranged from a reduced grade in the course to expulsion from the College in the most egregious of cases. The standard penalty for second offenses of cheating or plagiarism is suspension from the College for a stated period of time ranging from one term to two years or expulsion from the College in the most egregious of cases.

Responsibility of the Student:

- A. Students are completely responsible for their own behavior. If they have doubt about what they are doing, they should seek the advice of their professor.
- B. Students are encouraged to report suspected violations by their peers to the appropriate faculty member or to the Dean of the College. (This report should be made, not in a spirit of righteous indignation, but in the interest of maintaining the integrity of the Erskine scholastic environment). Reports should not be made haphazardly or without substantial proof of wrongdoing. (For instance an eye-witness account is proof, but hearsay is not). All such reports should be handled by all involved with the utmost confidentiality.
- C. Students will not be held responsible or punished for not reporting a violation or suspected violation of the Honor Code as long as they are not directly involved.
- D. The reporting student has the right to remain anonymous.

Responsibility of the Faculty:

- A. It is important that the professor be specific and realistic in making clear exactly how much collaboration is permissible in the assignment of themes, library work, and any other outside requirements.
- B. Before the test, it is best for professors to be completely frank about their plans and intentions in regard to legitimate questions during quizzes and examinations. The professor should remind the students that the test is being given under the Honor Code. Faculty members are advised to remain in the classroom during testing.
- C. Faculty members should understand that conversations outside the classroom about questions that students may be able to recall from an examination or quiz are not infringements of the Honor Code.

- D. Faculty members must handle all cases with the utmost confidentiality and must report all violations of the Honor Code to the Vice President and Dean of the College.
- E. In case of suspicious conduct or activity involving a possible violation of the Honor Code, two sources of evidence (persons, papers, statements, etc.) should be secured, if possible.

Care of the Classroom

The care of the classroom, other than the routine cleaning, is left to the individual professor. It is requested that professors be careful to close the doors and turn off the lights when the rooms are not in use. Likewise, if the professor is the last to leave the building, the corridor lights should be turned off and the main doors closed. This is requested in order to control the cost of heat and lights.

Teaching Load

The College expects the faculty to teach 24 credit hours during each academic year. Variations to the schedule may be approved by the Vice President and Dean of the College.

For most Professors this will mean teaching either a 3-1-4, 4-1-3, or 4-0-4 load each year. In the years when faculty are not teaching during the Winter Term, they are still expected to meet their usual faculty duties (e.g. committee meetings, advising, new course preparations, research, etc.).

Academic Regulations

Information relative to standards, classification of students, satisfactory progress, graduation requirements, automatic exclusion, the pass/fail option, and quality points is included in the section on "Curriculum" in the current *Catalog*.

Academic Program Changes

Changes in academic programs, such as the elimination or addition of majors or certification programs, may be initiated by the relevant academic department in consultation with the Vice President and Dean of the College. This process is in addition to and does not replace the process stated under Termination of Tenured Faculty Appointments. The department chairman then takes the program to the Curriculum Committee for approval. The chair of the Curriculum Committee reports changes to the faculty for its consideration. If the faculty adopts a program change, the Vice President and Dean of the College submits the program change to the Academic Affairs Committee of the Board of Trustees. This Committee then takes the change to the Board of Trustees for its approval. Following the adoption of program changes by the Board of Trustees, the relevant academic department institutes new programs or deletes old programs and is responsible for assessing the impact of such changes on the curriculum-as-a-whole. *[Academic Program Changes, Curricula Changes, and Strategic Planning as described herein generally follow what is currently being done. New methods of planning are being developed by the Faculty Executive Committee which will make changes to these statements when continuous planning results in substantive deviations from these formal statements.]*

Curricula Changes

Changes in curricula must originate in an academic department. The chairman of the relevant department requests endorsement of the department's suggestions by the Curriculum Committee. The chair of the Curriculum Committee then takes approved curriculum changes to the faculty for its consideration. All substantive changes in descriptions, titles, and academic credit of courses as well as all course additions and deletions must be approved by the Curriculum Committee and by the faculty. If a department adds courses it must delete courses or show in other ways how additions will be taught without requiring faculty to teach over the standard teaching load. The relevant academic department

department chair must submit any substantive changes in requirements for majors and minors to the Curriculum Committee for approval. The chair of the Curriculum Committee will take all approved changes in requirements of majors and minors to the faculty for its approval. The relevant academic department and the Vice President and Dean of the College implement all approved changes in major and minor requirements. Assessment of such changes is the responsibility of the relevant academic department. When there are changes in requirements for majors and minors, students have the option of completing requirements as stated in the *Catalog* under which they matriculated. The faculty will offer courses as described in the current *Catalog*.

Departmental Assessment

In the 2005-06 academic year the College implemented a new annual assessment process to replace the Assessment Flow Charts that had been used for the previous fourteen years. The process was coordinated by the newly-formed College Assessment Committee (CAC) which initially consisted of three faculty members, one staff member and the Director of Institutional Research (DIR). This committee formulated and implemented the new assessment process for both academic departments and administrative offices. At the beginning of the 2006-07 academic year it was proposed to split the CAC into two subcommittees, one responsible for academic departments and the other responsible for administrative offices. The CAC tried to make its procedures compatible with those of the Seminary assessment model to ensure that offices that serve both the College and Seminary will need to complete just one assessment procedure.

The College Assessment Committee asked each academic department to provide a list of Goals and Objectives through which it supports the Purpose and Mission of Erskine College. The new assessment process requires each academic department to assess one of its objectives each academic year: in 2005-06 each department was asked to select that objective. In addition, each department was asked to develop the methods used to assess its chosen objective. At the first faculty meeting in the 2005-06 academic year, the Director of Institutional Research gave examples of useful methods of assessment.

Each academic department was required to complete its assessment and submit results to the CAC by February 28, 2006. The CAC reviewed these results and sent recommendations to the Vice President and Dean of the College by March 30, 2006. If a report was thought to be incomplete, the CAC returned it to the department with a request for further analysis. The annual assessment process continued with conferences between the Dean and individual academic departments. After a departmental conference, the Dean completed the assessment process by sending an assessment evaluation report for each department to the CAC.

Withdrawals

Students withdrawing from the College must obtain a withdrawal form from the College Registrar. All obligations to the institution including Library, Business Office, etc. must be met. Notices will be sent to the faculty members involved when a student has officially withdrawn.

Any time a student withdraws from a class (not the College), they must get the class instructor's signature on a Drop Form. Any student who withdraws from a class late in the term will automatically receive a WF. The cut-off date for this provision is announced in advance for each term and is approximately five weeks from the end of the term. Exceptions to this policy require the approval of the Vice President and Dean of the College and the instructor.

Attendance Policy

Students are expected to attend all classes, but usually are permitted some absences to be used at their discretion. Each professor must determine his own attendance policies and standards, make

those policies known in writing to the classes and to the Academic Office at the beginning of each semester, and maintain a record of absences. Courses taught in multiple sections must have identical attendance policies.

Students on probation are permitted only one unexcused absence in each class per term. Students on academic probation are not permitted to represent the College if such representation causes class absence. A list of those students will be sent to each professor.

Excused absences include illness, death in the family, representing the College on official college business, and academic field trips.

Students are not permitted unexcused absences from an announced major quiz or laboratory. Students absent with cause must present to the professor a statement verifying the reason for the absence before being allowed to take the quiz. Professors must announce major quizzes a week or more prior to the date of the quiz.

Any student who is in imminent danger of being dropped from a course for excessive absences will be given written warning by the course instructor, with copies sent to the Academic Office and the Office of Student Services.

Regulations for Students who receive VA Benefits

There are special regulations for students who receive Veteran Administration benefits. The instructor is required to keep a record of class attendance for these students. Except in extenuating circumstances, students who drop a course after mid-term receive an "F." Each term a list of students who enroll under this category will be distributed. (See current *Erskine College Catalog*.)

Arranging Absences for Groups

The professor in charge of an off-campus trip which involves student absences should submit to the Office of Student Services and distribute to the faculty, a list of those students included in the trip. The list must be sent a week in advance and should specify the hours of departure and return.

When a student has a conflict between an academic field trip and a test, class meeting, or lab session, the field trip shall have priority if the student so chooses. Such priority applies to only one trip per semester for each scheduling professor. For all students except first semester freshmen, if the absence caused by the field trip constitutes an over cut in any class, the student will not be allowed to take the trip. The list distributed by the field trip professor will suffice as an excuse. After the trip it is the field trip professor's duty to notify others of the students who did not make the trip.

1. The coaches will distribute to the faculty a game schedule and a list of players at the beginning of each season.
2. If a change is made in either of these (game not played, certain players not making the trip, etc.) the coach will notify the faculty no later than one week after the game was played or was scheduled to have been played.

Taping Lectures

Students may use tape recorders in class only with the approval of the professor and only after signing an agreement that the use of the resulting tapes, transcriptions or copies thereof will be restricted to studying for that or closely related courses and may not be released or used for any other purpose. These forms are available in the Academic Office. Students who have certified special need for taping lectures will be allowed to tape lectures and any other academic presentations.

English Usage: Written Assignments

Each faculty member should expect students to demonstrate good English usage, including correct grammar and mechanics, appropriate diction and syntax, purposeful organization, and sound development of thought--the qualities of clear communication. The faculty is urged to inform students that clear communication is expected and that failure to provide clear communication will adversely affect their grades. Usage may at times be so poor as to render a student's work unacceptable. If the instructor deems such action appropriate, the work should be returned to the student for improvement before the final grade on that work is given.

English Usage: Junior-Senior Assignment

Each student should be required to complete an extensive writing assignment in his or her major discipline. The project may be a term paper, a research paper, a laboratory report, etc. in an upper-level course. Such projects are to be evaluated on the basis of content and quality of writing.

Dismissal of Students from Class

(Adopted by Faculty, Aug. 31, 1979)

Students may be dismissed from class for adequate cause by Erskine professors. Students dismissed have the right to appeal the decision to the Dean of the College within 48 hours.

Before a student can be dismissed from a class, the professor must have given prior written warning to the student of imminent danger of dismissal. If the student is later dismissed, written notification must again be given. Copies of the notices shall be sent to the Office of Academic Affairs and the Office of Student Services.

If dismissal from a class causes the student's course load to fall below the required to remain in the dormitory, the individual may petition the Dean of Students to modify this requirement. Appeals may be made to the Presidential Appeals Committee.

A student who is dismissed from class in the January term will be required to vacate the dormitory room within 24 hours following appeal verdicts. Faculty members dismissing a student from a class during the Winter Term are required to notify the Dean of the College of their actions immediately by telephone.

Instruction in Library Use

The librarian should conduct compulsory, hour-long sessions, one of which is required for each incoming freshman and for each transfer below the junior level. Basic techniques and tools of library use will be presented. They should be scheduled in the term after some assignments have been made and after these students have become somewhat adapted to college life. (Adopted by the faculty on April 3, 1980)

The librarian should also conduct sessions in which the basic library research tools are discussed for each of the disciplines in which a major is offered. Each student should be required to attend a session devoted to the major discipline. Specific implementation of this program will be worked out through the Academic Office. (Adopted by the faculty on April 3, 1980)

GPR Requirement in Major and Minor

Each major and minor requires an average 2.0 in the major and minor courses for graduation, effective September, 1981.

Course Work in Major and Minor

Students who transfer to Erskine from other colleges are required to take at least one-half of their course work in the major and minor at Erskine.

Preprofessional Externships (Description and Guidelines)

Preprofessional externships at Erskine College are offered in several areas, including health-related fields (medicine, dentistry, medical technology, pharmacy, etc.), business, engineering, journalism, law and government, library science, ministry, social services, and veterinary medicine. Externships are offered only during the January Term and receive four (4) credit hours. Each externship requires an on-campus faculty sponsor and an off-campus professional sponsor. Students are required to complete the appropriate form and submit it to the Academic Office by the announced date each year in order to qualify.

Students who are permitted to enroll for an externship should have, in the judgment of the appropriate faculty, likelihood of being able to enter the profession under consideration. Before being considered for an externship, the student must have attained at least sophomore status, a minimum overall grade-point-ratio of 2.0, and must have at least one course in the appropriate field. Departments may establish a higher minimum GPR for specific externships. Normally, a student may receive credit for only one externship. Externships are graded Pass/Fail.

During the month, the student is required to prepare a diary of each day's activities and to perform the duties and prepare the readings assigned by the professional sponsor. The student is also required to submit a critical analysis of the experience and to meet other requirements set by the faculty sponsor.

The faculty sponsor is responsible for informing the student and the professional sponsor of the expectations of the College and for evaluating the work the student submits at the end of the term. Faculty sponsors must be chosen as follows:

Business	Department of Business Administration
Engineering	Department of Chemistry & Physics
Health-Related Fields	Department of Chemistry or Department of Biology
Journalism	Director of Public Relations
Law & Politics	Department of History & Politics
Library Science	Librarian
Ministry	Department of Bible & Religion
Social Service	Department of Sociology
Sports Management	Department of Health and Human Performance
Veterinary Medicine	Department of Biology

Professional sponsors should be persons with appropriate educational and professional background so as to be able to provide a satisfactory experience for the student but may not be a relative of the student. The professional sponsor is responsible for monitoring the student's attendance on a daily basis, for providing time for discussion of the profession, and for providing reading materials which illuminate important aspects of the field. The professional sponsor must also certify to the faculty sponsor whether the student's participation in the externship was satisfactory or unsatisfactory.

The externship is a practical educational experience. The purpose is to provide the student with a realistic, day-to-day view of the profession, rather than to ask the student to perform merely routine tasks. While the student must spend a full day at work during each working day of the Winter Term, the externship is different from a short term job in several aspects: (1) the student is provided with an overview of the profession rather than concentrating on one narrow area; (2) the professional sponsor agrees to devote time during the month to discussing the advantages of the field and ethical and philosophical considerations that may arise; (3) the student is provided readings in the field and may be required to summarize or discuss them with the professional and the faculty sponsor; and (4) the student is required to provide a critical analysis of the externship at the conclusion of the term.

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Because it is viewed primarily as an educational experience, the College does not permit monetary compensation to the student; the student receives four (4) credit hours toward the Erskine degree.

Independent and Directed Study Courses

Faculty may offer Independent Study Courses when requested by students qualified under guidelines published in the *Catalog*. Directed Study Courses may be offered if schedule conflicts not of the student's making are encountered. Both Independent Study and Directed Study Courses are offered at the instructor's discretion; there is no additional compensation during the regular terms, and approval of the department chair and the Dean are necessary. "No faculty member while teaching a full load [may] offer more than a combination of three independent study courses or directed study courses during any one semester (including Winter Term)." (Passed by the faculty on December 2, 1977.)

General Policies and Procedures

1. All work scholarships and work for which students are to be paid out of College funds are to be referred to the Financial Aid Officer. Work must have the prior approval of the Financial Aid Officer if payment is to be made from College funds.
2. All structural changes in buildings or grounds shall be referred to the Vice President for Finance and Operations. All transfers of College property must be approved by the Vice President for Finance and Operations.
3. All purchases must be referred to the Vice President for Finance and Operations for authorization. The Vice President for Finance and Operations is the purchasing agent for the College and makes all purchases unless he approves purchases by others.
4. All order requests for books and periodicals must be made to the Librarian, except orders for textbooks, which are made to the Bookstore.
5. All gifts to the College should be reported to the Advancement Office so that the donor may be thanked officially and a record of the gift made.
6. In order to keep an accurate record of all faculty proposals to foundations, a clearinghouse is maintained in the Advancement Office. While it is not necessary for the Advancement Office to be involved in the writing of all proposals, copies of such proposals and all correspondence pertaining to them should be sent to this office, where master files are maintained.
7. All requests for reservations on the College Calendar should be made electronically on the Calendar. The President's Cabinet will resolve College Calendar conflicts.
8. All official news releases concerning the College should be made through the Public Relations Office. All College publications and brochures should be cleared through the appropriate Vice-President.
9. Advertisements concerning the College should be cleared through the Public Relations Office. All invitations to off-campus organizations and all exhibits should be cleared through the appropriate administrative official.
10. In order to protect persons from arbitrary judgments, members of the faculty or administrative staff may appeal decisions on important personnel matters or on matters affecting the "good of the College" (housing, fringe benefits, etc.) see the Appeals Procedures in the *Employee Resource Handbook*.
11. Each faculty member has a mailbox in the Supply Room of Belk Hall. All College mail will be placed in the faculty member's campus mailbox. Please check it daily. Mail must be in the Supply Room by 3:30 p.m.

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12. The sale of textbooks, music supplies, and school supplies is handled in the Bookstore, first floor of Watkins Student Center. All requisitions for textbooks are handled through the Bookstore, and faculty members may obtain a discount on the supplies purchased there.

Academic Freedom, Rank, Tenure, Appointment Renewal and Related Procedural Standards

Academic Freedom

An Erskine professor is a teacher in a particular educational institution, a member of a learned profession, and a citizen, with responsibilities related to each of these roles. For the fulfillment of these responsibilities a climate of academic freedom is necessary, not merely for the good of the faculty member or of the institution, but also for the common good.

Academic freedom means freedom of thought and expression within the institution: freedom to explore, to criticize, to exchange ideas, and to communicate the result of honest and responsible inquiry. It means a climate of free inquiry, for students as well as faculty: freedom to seek information, to gather and interpret data, to draw and express conclusions, to formulate and test hypotheses, and to question even those suppositions which may have hardened into dogma. The exercise of academic freedom requires the examination of basic assumptions and underlying presuppositions in the light of the best evidence available. In the academic community freedom means that faculty and students are supported in these pursuits and are not penalized for responsibly-held beliefs, even though such beliefs may not support the status quo.

Academic freedom requires that professors distinguish between superficial, though perhaps deeply-felt, opinion and considered judgment based on careful examination of all the available and relevant data. It entails listening with respect to views contrary to one's own and examining them fairly on the basis of evidence and reason. Academic freedom requires the recognition that an individual's competence varies in different areas of inquiry, and it requires an awareness of one's limitations. Academic freedom precludes the use of the classroom, or of one's relations with the students and with other members of the academic community, to provide a forum for topics in which one has little or no expertise, or to provide a forum for opinions which are not substantiated by reason or fact.

Erskine College faculty members are required to support the College Mission Statement and to contribute to our mission to provide "an excellent liberal arts education in a Christ-centered environment." If an Erskine College professor behaves in a manner that is not consistent with our Mission Statement he/she may be subject to disciplinary action up to and including dismissal.

Responsible academic freedom calls upon Erskine professors to perform in consonance with the purposes of the College as adopted by the Board of Trustees. This involves, in part, a respect for the Christian commitment of the College, a commitment which, in search for truth, serves as a guide rather than a restricting dogma. Such freedom does not preclude the expectation that full professors in the Seminary subscribe to the doctrinal standards of the Associate Reformed Presbyterian Church.

As a citizen, a professor has the right to advocate solutions to human problems and to seek to influence human affairs. Citizenship includes not merely the right but also the responsibility to take stands on public issues which affect life in the larger community. The faculty member like other citizens, should be free to engage in political and other community activity, so long as such activity does not usurp time and energy necessary for fulfilling one's obligations as professor and scholar. In the exercise of citizenship, a professor is expected to avoid the use of institutional affiliation to lend support to privately-held positions.

The responsibility for creating a climate of freedom is shared by the Board of Trustees, the College administration, the faculty, and the student body. This climate is maintained only through the conscientious exercise of that freedom.

Rank and Tenure Criteria

Instructor

To be eligible for this rank one should have the master's degree or its equivalent or a bachelor's degree plus substantial additional graduate study. The Instructor has limited college teaching experience and/or limited teaching and departmental responsibilities.

An Instructor is not eligible for tenure.

Assistant Professor

To be eligible for this rank one should have strong potential for development as a professor and scholar. The Assistant Professor should have earned the Ph.D., its equivalent, or the completion of most of the requirements for the doctorate, with limited teaching experience. Professors with the master's degree and considerable experience may also be ranked as Assistant Professor.

An Assistant Professor may be granted tenure after four years at Erskine if the individual then has a total of seven years of experience at any four-year accredited college.

Associate Professor

To be eligible for this rank one should have a record of effective performance over a reasonable period of time (five years experience as a Ph.D., at least ten years as M.A., or an appropriate combination of the two). Special achievements in teaching, scholarship, research, creativity in the arts, and departmental and administrative duties may vary these requirements.

An Associate Professor may be granted tenure after three years at Erskine if the individual then has a total of seven years of experience at any four-year accredited college.

Professor

To be eligible for the rank of Professor one must have a record of outstanding performance as a faculty member. One is expected to have earned doctorate and at least nine years of experience, most with a doctorate. These requirements may be varied by special achievements.

A Professor may be granted tenure after two years at Erskine if the individual then has a total of seven years of experience at any four-year accredited college.

Tenure

Academic tenure provides for continuous appointment of a faculty member to a designated teaching position. Except for retirement, resignation, or disability, the services of a faculty member with tenure are to be terminated only for adequate cause (as specified below in Termination of Tenured Faculty Appointments), upon the discontinuation of a program or department, or because of bona fide financial distress of the College.

Tenure, through its guarantee of reasonable employment security, helps to ensure academic freedom to the faculty, both individually and collectively. Responsible and active exercise of academic freedom is incumbent on all faculty, and tenured faculty have a special responsibility to see that the rights of other members of the academic community are not abridged.

Tenure is awarded by the President of the College, acting upon the recommendations of the faculty Tenure Committee and the appropriate academic vice president. Recommendations for conferring tenure are based on clearly demonstrated excellence of service in and dedication to the institution.

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institution. The President may also take into consideration institutional factors such as the long range needs of the College.

Erskine has no system of quotas for tenured positions, either for the institution as a whole or for divisions and departments within the institution. The College administration, in cooperation with the faculties or their representatives, is expected to plan faculty growth and development to provide for a creative mix of junior and senior faculty and to avoid abnormally small or large percentages of tenured faculty.

Tenured faculty who assume administrative positions may retain tenure if they also maintain faculty status. Under ordinary circumstances an administrator with tenured faculty status will return to full-time teaching only when an appropriate position is available. When in extraordinary circumstances a faculty member's appointment is terminated to allow for the return to full-time teaching of an administrator with tenure faculty status, the College administration will make every effort to place the affected faculty member in another suitable position in the College.

Eligibility

Only full-time teaching faculty are ordinarily eligible for tenure. Tenure may be granted in special circumstances to regular part-time faculty whose length and excellence of service qualify them. It must be made especially clear in such instances that the designated position for which tenure is granted is part-time. Movement from part-time to full-time status depends on the availability of appropriate positions in accord with the needs of the College.

An instructor is not eligible for tenure. An Assistant Professor, an Associate Professor, or a Professor may be granted tenure after seven years full-time teaching¹ experience at institutions of higher learning if the candidate has taught at Erskine for four years as an Assistant Professor, three years as an Associate Professor, or two years as a Professor. One year of sabbatical leave may count toward the fulfillment of the residency requirement. Residency requirements may be modified for persons having tenure at other institutions prior to appointment at Erskine or, in extraordinary cases, for persons with exceptional qualifications.

Although Erskine does not follow an up-or-out tenure policy, teaching time in non-tenured status is regarded as probationary, with movement towards tenured status regarded as the norm, except for special term appointments and reappointments of retired faculty. Part-time teaching will be credited, on a proportional basis in relation to full teaching loads, towards up to one-third of the probationary time required before tenure may be conferred.

Procedure

The tenure-progress review is intended to identify strengths and weaknesses in terms of a faculty member's progress toward the official tenure review, thus assisting each faculty member in determining progress.

This "mid-term" review is scheduled in the spring of the fourth year for candidates who are on the normal seven-year track (hired with no previous full-time teaching experience) and in the spring of the second year for those on the accelerated four-year track (hired with three or more previous years of full-time teaching experience and/or having been awarded tenure at another institution).

Formal application for tenure is made in writing to the faculty Tenure Committee by the candidate by October 1 of each academic year.

¹ "Full-time" teaching means that the individual was included as a full-time faculty member in the information provided to the Integrated Postsecondary Education Data System and assumes that the individual taught a full load of courses, advised students, served on committees, and carried out other duties of a full-time faculty member.

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After receiving an application for tenure and having the fulfillment of residency requirements certified by the academic vice president, the Tenure Committee will solicit written statements from the candidate, the candidate's departmental chairperson, and the appropriate academic vice president. The office of the academic vice president will supply records of the candidate's student and, if available, peer evaluations (in the formats approved by the appropriate faculty). The candidate may appear before the Committee.

The criteria used by the Tenure Committee to evaluate a candidate for tenure are teaching effectiveness, scholarly or artistic achievement, and service to Erskine, Church, and community.

The Committee will summarize the evidence presented to it and make a recommendation based on a 2/3 majority of voting committee members (at least six members must be present to conduct a vote) as to the granting or withholding of tenure. The report will go to the appropriate vice president, who will add a recommendation and forward the report to the President.

The President, after considering the report of the Tenure Committee and the recommendation of the vice president, will make a decision whether to grant tenure and will communicate the decision to the candidate.

If the President does not grant tenure, his communication may include reasons for the decision. If tenure is not granted, the candidate may reapply the following year.

Appeals

If the candidate believes that proper procedure was not followed in the evaluation process, appeal may be made to the faculty Grievance Committee. This Committee will rule only on procedural matters and not on the eligibility or qualifications of the candidate.

If the candidate believes that a prejudicial judgment was made about his qualifications, he may appeal to the Board of Trustees, and may be represented by counsel.

Termination of Tenured Faculty Appointments

Grounds for the dismissal of a tenured faculty member are personal conduct which substantially impairs the individual's fulfillment of institutional responsibilities, personal conduct which violates the moral standards which have always been a part of the Erskine College community, or which demonstrated incompetence or dishonesty in teaching or research, substantial and manifest neglect of duties, and breach of appointment. Erskine College is a private, Christian Liberal Arts Institution.

Every faculty member is required to support the College Mission Statement and to contribute to our mission to provide "an excellent liberal arts education in a Christ-centered environment." Any professor, tenured or non-tenured, who behaves in a manner that is not consistent with our Mission Statement may be subject to disciplinary action up to and including dismissal. The College may also terminate a tenured faculty appointment because of bona fide financial exigency or discontinuation of a program or department.

Procedures (Tenured faculty only)

In addition to demonstrating adequate cause for terminating a tenured faculty appointment, the College will insure that both individual rights and its own institutional integrity are preserved through procedures that guarantee due process. If termination takes the form of dismissal for cause, the College will follow this procedure:

1. Preliminary Proceedings

When questions about the fitness of a tenured faculty member arise, the President, in consultation with the appropriate academic vice president, will seek to resolve the matter with the tenured faculty

member in private. If the matter is not resolved by mutual consent, the President will formulate a statement describing the grounds for dismissal.

2. Formal Proceedings

The President will inform the tenured faculty member in writing of the dismissal and the grounds for it. The President will also advise the tenured faculty member of the right to a hearing before a faculty committee and will indicate the time and place of the hearing. In fixing the time and place of the hearing, the President will allow sufficient time for the tenured faculty member to prepare a defense. The President will inform the tenured faculty member of the procedural standards set forth here.

The tenured faculty member will reply in writing to the President stating whether a hearing is desired, and the reply shall be not less than two weeks before the date set for the hearing.

3. Hearing Committee

The Hearing Committee will be elected by the faculty and will be comprised of faculty members not previously concerned with the case. It will consist of seven members and will elect its own chairperson. Power to decide whether the hearing shall be open to the public will rest with the Committee, after consultation with the tenured faculty member and the President. The Committee will also determine the order of witnesses and the admissibility of evidence. It may retain legal counsel, at the expense of the College, to assist in its work.

The President and/or the President's representatives may attend the hearing and may be assisted by counsel in developing the case. The President will be given ample opportunity to argue the case and to question any witnesses. The burden of proof will be on the administration.

The tenured faculty member may also be represented by counsel and will be afforded ample opportunity for defense and for questioning witnesses. The Committee will use its full influence to assist all parties in securing the presence of witnesses.

A verbatim record of the hearing will be kept and typewritten copies will be made available to both the President and the member. When the committee has reached a decision on each of the causes for dismissal presented to it, the President and the tenured faculty member will be notified simultaneously in writing of that decision.

4. Appeals

Either the President or the tenured faculty member may appeal the decision of the hearing committee directly to the Board of Trustees, and may be represented by counsel. The Trustees' review will be based on the record of the Committee hearing, and it will provide opportunity for argument, oral or written, or both, by the principals at the hearings, or by their representatives.

5. Suspension

The tenured faculty member will be suspended from his position ~~during these procedures~~ only if immediate harm to himself or others is threatened by his continuance. Unless legal considerations forbid, any suspension will be with pay.

Sanctions Other Than Dismissal

If the President believes that the conduct of a tenured faculty member, though not constituting adequate cause for dismissal, is sufficiently grave to justify the imposition of a sanction, such as suspension from service for a stated period or an official reprimand, he will notify the tenured faculty

member in writing. A tenured faculty member who believes that a sanction has been unfairly imposed may appeal to the faculty Grievance Committee. The Grievance Committee will have the authority to remove the sanction.

Other Terminations

When the termination of the appointment of a tenured faculty member is based upon bona fide financial exigency, the President will demonstrate to the satisfaction of the Board of Trustees and faculty that such exigency does exist. The President with the advice and consent of the appropriate academic vice president and the Curriculum Committee will determine which programs, departments, or faculty positions are to be eliminated. In every case of financial exigency the tenured faculty member whose position is terminated will be given reasonable notice and appropriate severance salary as applicable.

In other cases where the interests of the College necessitate the discontinuance of a program or department of instruction, the President will likewise gain the advice and consent of the appropriate academic vice president and the Curriculum Committee.

When terminating an appointment because of the abandonment of a program or department, the President will make every effort to place affected tenured faculty members in other suitable positions within the College or elsewhere.

A discontinued faculty position will not be filled by a replacement within a period of two years unless the released tenured faculty member has been offered reappointment.

The decision to terminate will be reached only after the tenured faculty member has been notified in writing of the proposed action and given an opportunity to respond to the pending decision. The faculty member may have the case reviewed by the Grievance Committee, which will make a recommendation to the President.

Non-Renewal of Appointments

Non-tenured Faculty Appointments

Non-tenured faculty may be appointed under the classification of a "one-year" appointment or "tenure eligible" appointment. Unlike tenured faculty who have the right of due process concerning their employment status, ~~non-tenured faculty are employed solely at-will and may quit or be terminated at any time and for any reason.~~ Generally, non-tenured faculty have the same rights as tenured faculty with regard to academic freedom.

Notification

A non-tenured faculty member who is terminated and/or not reappointed may be given the reasons for such a decision. These reasons may be put in writing at the request of the non-tenured faculty member involved and consideration will be given to the overall performance of the non-tenured faculty member and the needs of the institution.

Appeals

Non-tenured faculty appeals should follow the procedures outlined in the *Employee Resource Handbook* in the Employment section.

Notice of Purpose to Resign

Notice of purpose to resign on the part of any member of the faculty should be given in writing to the appropriate vice president six months prior to the date when the faculty member desires to leave the office.

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Non Returning Faculty Obligations

Faculty not returning whether by resignation or termination must clean out their office, turn in their keys, student papers, exams, and all college property to the Academic Office no later than June 15 of the year they are departing.

Faculty and Other Occupations

All faculty members shall not engage in any occupations which conflict in time or content with their professional duties except with the consent of the Vice President and Dean of the College. A letter of appointment as a full-time member of the faculty implies full-time commitment to the position. Consent of the Vice President and Dean of the College for full-time faculty to engage in other occupations must be in writing.

Professional Development**Faculty Professional Development****Faculty Travel**

Erskine College encourages and supports faculty travel for purposes of scholarly activity and professional development. Travel funds are administered by the Vice President and Dean of the College based on guidelines established by the Faculty Development Committee (FDC), and are disbursed by the Business Office upon evidence of approval by the FDC, Dean of the College, and Vice President for Finance and Operations.

Travel requests must be submitted to the FDC chairman on approved forms (available from the FDC chairman or from the Academic Office). Deadlines for submitting funding requests are September 15 for fall trips (October and November), November 1 for winter trips (December through March), February 15 for spring trips (April through June), and April 1 for summer trips (July & August). All requests received by the submission deadline are guaranteed full consideration; requests received after a deadline may be considered if sufficient funds are available. FDC will fund "reasonable and customary" expenses; excessive hotel, airfare, or other expenses may not be fully covered.

Up to 75% of estimated expenses may be received prior to travel by submitting an approved Travel Advance form with the Travel Request form.

A faculty member may receive no more than \$1100 per year to attend and present or perform at one or more committee-approved meetings. A faculty member may receive no more than \$600 per year to attend one or more meetings if no presentation is involved. Requests for faculty professional development will be considered on a first come first serve basis and are subject to available funds. In some cases, additional funds may be requested if the faculty member performs certain professional functions at a meeting.

In other cases, a faculty member may receive an additional allocation for 'institutional' travel that is deemed to benefit multiple departments or constituencies rather than one individual's pedagogical or professional development.

Travel reimbursement requests (with actual expenses) must be submitted to the FDC chairman on approved forms (available from the FDC chairman or from the Academic Office). Upon approval, the Business Office will cut a reimbursement check. Currently, such checks are issued every other Tuesday. NOTE: Any expenditure in excess of \$1,000 must be approved by the President.

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Software Grants

FDC allocates funding to academic departments for software that directly supports either teaching or research. Basic operating systems and general-use applications (e.g., Microsoft Office) are funded by individual departments or the Technology Committee. Software requests must be submitted on approved forms (see FDC chairman or Academic Office); submission deadlines are September 15 and February 15. Funding priorities are established by the FDC. In many cases, FDC provides partial funding, with the remainder coming from the department or another source (e.g., endowed chair funds).

Research Grant Program

Initiated in the summer of 2000, this program provides funding for projects that (a) enhance the level of scholarly research activity among Erskine faculty and/or (b) create opportunities for students to gain experience in bona fide research projects. No faculty stipends are paid, but funds may be used for travel, equipment, or paying a student stipend during the summer. Research proposals must include (a) the anticipated outcome of the work, (b) the significance of said outcome, and (c) a detailed budget. FDC will prioritize proposals on the basis of originality, feasibility, significance, probability of publication/presentation, and previous scholarly activity of the principal investigator(s). Submission deadlines this year are October 1 (for academic-year research) and March 15 (for summer research). FDC may provide either full or partial funding, with the remainder covered by a departmental budget or the principal investigator(s).

Publication Fund

The College encourages research and publication by members of the faculty. A faculty publication fund has been established to defray page charges assessed for articles appearing in professional, peer-reviewed journals or publications. Requests for publication funds are considered by FDC as they are received.

McCain Library

McCain Library

History and Introduction

The McCain Library, named in honor of Dr. John I. McCain who for forty-nine years was head of the English Department at Erskine, houses both the College and Seminary collections. The library's resources, services, and facilities are available for the use of all students, faculty, and staff. Members of the local community are also welcome.

Mission Statement and Goals

The mission of McCain Library is to support the informational needs and intellectual pursuits of Erskine College and Theological Seminary and the local community.

To fulfill our mission in support of Erskine's desire for *Christian commitment and excellence in learning*, McCain Library strives:

- To evaluate, acquire, organize, and provide information resources and new technologies that adequately support the curricula of the College and Seminary, the research needs of the students, the teaching and research needs of the faculties, and the general informational needs of the institution and local community.
- To offer services that facilitate the use of the library and the pursuit of knowledge; provide appropriate and timely access to the library's collections and other local and remote resources, both on and off campus; and encourage and enable individuals to become fully developing lifelong retrievers, evaluators, and users of information.
- To develop and maintain facilities that are conducive to study, research, and reflection; foster a sense of academic community; and are sufficiently sized and equipped for the preparation, organization, storage, and preservation of the library's resources.
- To employ an appropriate number of competent, qualified library personnel (professionals and support staff) for the implementation and maintenance of library operations, providing opportunities of professional development and training for the library staff.
- To ensure sound administration of library operations and effective stewardship of library resources through ongoing analysis, budgeting, planning, and assessment and by fostering productive relationships with constituencies both inside and outside the institution that promote, expand, and enhance the library's resources and services.

Library Hours

The library is open the following hours during the academic year:

	Fall/Spring Terms	Winter Term	Summer Term
Monday-Thursday	8:00 am – 11:00 pm	8:00 am – 9:30 pm	8:00 am – 5:00 pm
Friday	8:00 am – 5:00 pm	8:00 am – 5:00 pm	8:00 am – 5:00 pm
Saturday	1:00 pm – 6:00 pm	1:00 pm – 6:00 pm	Closed
Sunday	2:30 pm – 11:00 pm	2:30 pm – 9:30 pm	Closed

Note: The library is closed during breaks. Other closings and special hours are posted as needed.

Collections

McCain Library has a collection of over 260,000 volumes including books, periodicals, government documents, microforms, audiovisuals, and other resource material to support the academic programs of the College and Seminary. The library provides access to over 100 electronic

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databases, subscribes to over 700 periodicals in print and microfilm formats, and provides on- and off-campus access to thousands of electronic periodicals through online subscriptions and full-text databases. The library also serves as the archives for the College and Seminary. The Special Collections include rare and fragile books, *Erskiniana*, materials pertaining to the A.R.P. Church and Abbeville County, and genealogical materials. The Department of Archives and Special Collections, located in Reid Hall, includes the Wofford E. Baldwin Reading Room. The reading room hours are 8:30 a.m. – 12:00 p.m. on Mondays, Wednesdays, and Fridays or by appointment.

Circulation to Faculty

To checkout items from the library, faculty should present their Erskine photo ID card at the circulation desk. Materials circulate to faculty members on the following schedules:

<u>Item</u>	<u>Circulation Period</u>	<u>Renewal Period</u>
Books & Government Documents	120 days	2 renewals / 60 days each
Audiovisuals (DVDs, VHS, CDs, audiocassettes)	7 days	No renewals

Materials which do not circulate are: reference works, periodicals, microforms, archive materials, and Special Collections materials. A special 3-day loan on reference books may be granted to faculty for classroom use upon reasonable request. All overdue fees are waived for faculty. Faculty are responsible for the replacement costs of lost or damaged items.

Items may be recalled by the library if needed by another person. Items must be returned to the library within five days from receipt of a recall notice. Normally, the library will not recall an item during the first 10 days of the circulating period.

Course Reserves

Faculty members may use course reserves to make supplementary material available to students enrolled in a specific class. Materials (non-electronic) may be placed on reserve for one of two periods: (1) a three-hour period within the library only, or (2) a seven-day period during which materials may be taken out of the library. (Electronic reserves will be available 24/7 for the period that they are available.) A variety of items may be placed on reserve, including (but not limited to):

- Book (library or personal copy)
- Photocopy or scanned electronic file of a journal, magazine, or newspaper article
- Photocopy or scanned electronic file of a book chapter
- Video
- Sound recording
- Course syllabus, lecture notes, practice tests, and presentations

In addition to print materials and other physical items, the library can make electronic materials (Word doc, PDF, html, etc.) available as course reserves. The library can also set up direct links to articles in our full-text databases and other web-based resources.

Instructors wishing to place items on reserve should:

1. Select items from the library's collections or from departmental or personal collections and bring them to the circulation desk in advance of the first day students will be requesting them. All photocopies and electronic files should be supplied by the instructor. **PLEASE ALLOW 24 HOURS FOR THE RESERVE ITEM(S) TO BE PROCESSED AND AVAILABLE.**
2. All reserve items *must* include a statement of copyright. When possible, it is best to use the actual copyright statement appearing in the original item (i.e. book, journal issue, etc.). For copied or scanned reserve items: If you are not able to include the actual copyright statement

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statement from the original item, the library has prepared a general *Notice of Copyright* statement that may be appended to the photocopy or scanned digital file.

3. Complete a Reserves Request Form for each course requiring reserve materials. The form is available at the circulation desk and online at www.erskine.edu/library/content/reservesform.pdf.
4. Ensure copyright compliance. Placing photocopied or otherwise reproduced items (i.e. electronic copies) on reserve may require obtaining copyright permission from the copyright holder.

Changes or special permission requests must be made in writing to the Circulation Manager.

Photocopying/Printing Services and Departmental Copy/Print Cards

Photocopiers, printers, and microform reader/printers are available in the library for use by faculty. Faculty may use the public photocopiers and printers located in the library for producing *work-related* copies/prints and charge the cost to their respective departments. Departmental copies/prints are \$0.05 per copy/print. Personal copies/prints are \$0.05 per copy/print.

Departmental Copy/Print Cards are used for copies/prints charged to departments. A Departmental Copy/Print Card is issued to a department by the library upon request.

If a student assistant or other proxy is sent to make copies, they should bring a written permission, signed by the faculty member, which designates them as the person authorized to make copies. A Proxy Photocopying Permission Form is available for download at

[http://www.erskine.edu/library/content/PhotoCopier Permit.PDF](http://www.erskine.edu/library/content/PhotoCopier%20Permit.PDF).

Reference Assistance

The librarians are available and eager to assist faculty with departmental, course-related, and personal research.

Computer Availability

The library provides desktop computers for access to library electronic resources, the Internet, productivity software (MS Office suite), and the campus network. A wireless network and traditional network ports are also available for faculty with personal laptops with the appropriate networking capabilities. Networked printers are available for all library computers.

Library Departmental Liaisons

Individual librarians at the McCain Library function as liaisons to specific departments. In this capacity they seek to work closely with individual faculty members of the departments to which they are assigned. They seek the participation and cooperation of faculty in collection development and library instruction activities appropriate for specific disciplines. Faculty are encouraged to contact their respective liaison for library-related issues. Assignments are as follows:

<u>Fred Guyette:</u>	<i>College:</i> Bible, Religion and Philosophy; Biology; Mathematics and Information Technology; Psychology and Sociology <i>Seminary:</i> Theology and Church History
<u>John Kennerly:</u>	<i>College:</i> Art; Business; English; History and Politics; Modern Languages; Health and Human Performance
<u>Sara Morrison:</u>	<i>College:</i> Chemistry and Physics; Education and Special Education; Music

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*Seminary: Biblical Studies and Ministry***Collection Development**

Faculty members are encouraged to aid in the development of the library's collections. Working with the librarians, this process involves selecting and recommending book, periodical, audio/visual, and electronic resources to be ordered. Collection development also entails regular review of the existing collections to determine any needs for growth or weeding.

The collection development policy is available online at
<http://www.erskine.edu/library/policies.htm>.

Collection assessment and development should be taken into account when developing a new course or program.

Ordering Library Materials (Acquisitions Process)

Each academic department has an allocated materials budget from which members of that department may purchase materials for the library. Departments and individual faculty members are encouraged to submit recommended titles for the library's collections. All materials purchased with library money become library property. The Director of the Library has ultimate responsibility for the library's collections. Approved requests that are turned in too late for the current fiscal year typically are held for ordering under the next year's budget. An Acquisition Request Form is required for all orders. This form, available in the library office, must be completed and signed by the requesting faculty member.

Library Instruction

McCain Library desires to be a full partner in the educational process at Erskine College and Seminary. Faculty are encouraged to utilize library instruction services offered by the librarians. Library instruction can be tailored to the requirements of specific courses or disciplines.

Interlibrary Loan

For those materials not owned or available at McCain Library, faculty members may request that the materials be borrowed from another library via interlibrary loan. An Interlibrary Loan Request form should be filled out. The form is available at the ILL, reference, and circulation desks (see sample ILL form in Appendix C.4) and online at <http://www.erskine.edu/library/ill2.htm>.

Cooperative Library Agreements

McCain Library participates in PASCAL Delivers, a statewide book borrowing and rapid delivery service among all South Carolina colleges and universities. This statewide academic library borrowing agreement allows Erskine faculty and students to borrow books from other participating libraries either through an online request (in which the book is delivered to McCain Library for pickup) or by visiting a library in-person. Faculty and students must present a valid Erskine ID when borrowing books in-person from a participating library. Books borrowed through the PASCAL Delivers service have a 6-week checkout period (with no renewals). For more about PASCAL and PASCAL Delivers, visit <http://pascalsc.org>.

McCain Library also has formal cooperative borrowing agreements with the libraries at Augusta State University, Bob Jones University, Gordon-Conwell Theological Seminary (ETS only), Lutheran Theological Southern Seminary, Montreat College, Paine College, and Reformed Theological Seminary-Charlotte (ETS only) as well as the libraries associated with the Atlanta Theological Association (ETS only) and the Upper Savannah Libraries Consortium (Greenwood-Abbeville area libraries).

For more on cooperative borrowing agreements, see the circulation policy on the library's website or contact the Director of the Library.

Media Room

The Media Room, located on the lower level of the library, is available to small groups (15-20 people) for viewing videos (VHS and DVD) or satellite-transmitted programs or for periodically holding class or group study sessions. Priorities for the use of this room are: (1) library instruction; (2) group viewing videos or satellite transmissions; (3) individuals viewing videos or satellite transmissions; and (4) group study.

The key to the Media Room is located at the circulation desk. Faculty and students also may reserve the Media Room at the circulation desk.

Library Collection Policy

McCain Library Collection Development Policy

Erskine College and Theological Seminary

Adopted by the Erskine College Faculty Educational Resources Committee in August 1990.

Adopted by the Erskine Theological Seminary Faculty on February 5, 1992.

I. Objective or Mission Statement

The collection of the McCain Library should support the educational program of Erskine College and Seminary and conform to the purpose of the College and Seminary. The institutional objectives of the College and Seminary are stated in their respective *Catalogues*. The library collection should also reflect the culture in which it operates and the culture of the past. To that end, it will maintain a collection of basic materials which may not be related directly to the curricula of the College and Seminary, but which provides students and faculty with materials which may enable them to comprehend the world of the past, to live in the present and prepare for the future.

II. Selection

- A. **Responsibility for selection:** The librarian has ultimate responsibility for the selection and purchase of library materials. A faculty member may appeal to the Library Committee.
- B. **Faculty participation:** Faculty are expected to participate in materials selection. In cooperation with the librarian, Faculty will recommend materials for purchase and identify areas of the collection which require strengthening. The librarian will ensure that faculty are aware of new materials in their fields and of needs in the collection related to their disciplines through the provision of selected reviews in professional and standard reviewing tools, publishers' notices, consultation with standard bibliographies and book lists and in other ways.
- C. **Selection criteria:** The following criteria will be considered in the selection of library materials:
 1. Relevance to curriculum needs.
 2. Authority of the author(s).
 3. Correlation to the collection.

4. Conformance with the stated purposes of the College and Seminary.
5. Standard criteria of "quality" (authority, style, accuracy, comprehensibility, etc.) have preponderant weight in consideration for purchase. However, materials recognized as having little "quality" will be selected if they are influential, have historical significance, propound important but not necessarily popular views, or have made their mark on the culture which the library endeavors to reflect.
- D. **Academic freedom:** All persons involved in the materials selection process will always keep in mind the precepts of academic freedom as contained in the *College Faculty Manual*.
- E. **Levels of Intensity:**
 1. **Comprehensive:** The library endeavors to include all significant works of recorded knowledge for a defined field. The library does not envisage any collection at this level at this time.
 2. **Research level:** The library endeavors to collect the major materials required for dissertations and independent research. At present, the library envisages the collection for the Doctor of Ministry Program of the Seminary to be made at this level.

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3. Study level:

- a. Advanced study level: A collection adequate to support the course work for advanced undergraduate and master's degree programs, or sustained independent studies, at less than research intensity. The collection will include basic monographs both current and retrospective, the major works of the more important writers and authorities, selections from the secondary writers and authorities, basic anthologies, current and retrospective collections of basic journals and pertinent reference tools. The library envisages collections at this level for the Master of Divinity Program of the Seminary and for those disciplines for which the College offers majors.
- b. Initial study level: A collection adequate to support basic undergraduate courses. It will include a relevant selection of basic monographs, an adequate selection of those journals commonly recognized through inclusion in basic indexes as comprising a core collection and basic reference tools. The library envisages collections at this level for those courses supporting General Education requirements.
- c. Basic level: A carefully selected collection which introduces and defines subject. It includes pertinent monographs and reference tools and major journals. The library envisages that collections at this level will support the library's goal of providing materials which will give members of the College and Seminary community a broad understanding of current and past cultures.

F. **Language:** The primary language of materials acquired will be English. Exceptions will be made for materials required to support programs in Modern Languages, Greek and Hebrew and those Seminary programs for which seminal materials are available only in major languages other than English.

G. **Evaluation of the collection:** The relevant collection will be evaluated whenever a new program is initiated. It will also be evaluated on a regular basis, major by major, following a schedule drawn up by the librarian. Evaluations will be made by the librarian in consultation with relevant department heads and faculty.

H. **Duplicate materials:** Duplicate materials will be purchased only in the most pressing circumstances.

I. **Replacements:** Lost and mutilated materials will be replaced using the selection criteria applied to regularly purchased materials.

J. **Textbooks:** Textbooks are not normally purchased. Exceptions will be made for those textbooks which have earned reputations as classics in their fields for which textbooks are the best or only sources of information.

K. **Gifts:** Gifts in kind and of money are encouraged. Gifts will be accepted only if they place no restrictions on academic freedom or contravene the selection criteria outlined in section III. Prospective donors must understand that the library may add proffered gifts in kind to the collection or dispose of them at its discretion. Gifts in kind will be evaluated using the same criteria as those used for potential purchases. The library assumes no responsibility for the appraisal of gifts under restricted conditions. Gifts to the library [must conform] with the institutional policies of the Development Office.

The following criteria concerning the appraisal of gifts, approved by the Board of Directors of the Association of College and Research Libraries on 1 February 1973, will prevail:

1. The appraisal of a gift to a library for tax purposes is generally the responsibility of the donor since it is the donor who benefits from the tax deduction. Generally, the cost of appraisal should be borne by the donor.
2. The library should at all times protect the interests of its donors as best it can and should suggest the desirability of appraisals whenever such a suggestion would be in order.
3. To protect both its donors and itself, the library, as an interested party, should not appraise gifts made to it. It is recognized, however, that on occasion the library may wish to appraise small gifts, since many of them are not worth the time and expense an outside appraisal requires. Generally, however, the library will limit its assistance to the donor to:
 - a. providing him/her with information such as auction records and dealers' catalogues.
 - b. suggestions of appropriate professional appraisers who might be consulted.
 - c. administrative and processing services which might assist the appraiser in making an accurate evaluation.

The acceptance of a gift which has been appraised by a third, and disinterested party, does not in any way imply an endorsement of the appraisal by the library.

L. Periodicals: Periodicals are those materials commonly referred to as magazines and journals. Annuals, continuations, series and other multi-volume monograph materials generally acquired on a standing order basis are considered to be books. The criteria used for the selection of materials outlined in section 3 will apply to the selection of periodicals. Preference in selection will be given periodicals which are indexed in periodical indexes to which the library subscribes. Normally, back-runs of periodicals will be purchased in microform format and only back in time to their first being indexed in periodical indexes to which the library subscribes.

M. Newspapers: The library will not attempt to maintain a comprehensive file of newspapers. The library will attempt to subscribe to the leading local and regional newspapers as well as at least one leading national daily. The library will also subscribe to at least one annual microform edition of a leading national, daily, indexed newspaper.

N. Non-print materials: The criteria outlined in section 3 will apply to the selection of non-print materials. In addition, the availability of requested materials through borrowing or rental from other institutions will be considered. Strict adherence to all copyright laws in effect must be maintained.

III. Weeding the Collection

The shortage of space and the need to maintain an active, useable collection necessitates weeding the collection regularly. Weeding ensures a healthy collection and adequate space for students and faculty to study and conduct research. The faculty is requested to participate in the weeding process in order to advise the librarians regarding the retention or disposal of items in their disciplines. Typically, materials identified for weeding (1) have not circulated in 20 years or more; (2) have been superseded by other works or revisions which the library owns; (3) contain dated information; (4) are duplicates of titles already in the collection; (5) do not meet criteria for selection; or (6) are in poor condition.

Interlibrary Loan Request Form

Faculty, staff and students who wish to secure materials from off-campus sources should use a standard form available at the ILL, reference, and circulation desks in McCain Library. The form is also available online at <http://www.erskine.edu/library/ill2.htm>. A sample of the paper ILL request form appears on the next page.

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INTERLIBRARY LOAN REQUEST FORM

Name: _____ Telephone: _____ Date: _____

CPO/Address: _____ City/State/Zip _____

Email address (if checked regularly): _____

Preferred method of notification: ☐ Email ☐ Phone ☐ Campus MailStatus: EC Student (check one): ☐ Fr ☐ So ☐ Jr ☐ Sr

If for course work, which college department is offering the course? _____

ETS Student (check one): ☐ MDiv ☐ MACE ☐ MAPM ☐ MATS ☐ MACM ☐ MCM ☐ DMinErskine Faculty, Staff/Admin. (check one): ☐ EC Faculty ☐ EC Staff/Admin. ☐ ETS Faculty ☐ ETS Staff/Admin.Other (check one): ☐ Special Patron ☐ Alumnus

Date after which material no longer needed: _____

WARNING: Copyright Restrictions May Apply. The copyright laws of the United States (Title 17, United States Code) govern the making of photocopies and other reproductions of copyrighted material. Under certain conditions specified by law, libraries and archives are authorized to furnish a photocopy or reproduction. One of these specific conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship, or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement. This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

I have read and understand the above warning: Yes _____ (Please initial). Leaving this blank will result in this form being returned to you unprocessed. If you have questions, contact the interlibrary loan librarian (864-379-8747 or morrison@erskine.edu).

NOTICE: Although most institutions respond quickly, allow two to three weeks for materials to arrive. Citations from online indexes (i.e., InfoTrac, ATLA, etc.) may be attached to this form. If attached, simply write "See Attached" after Book Request or Periodical Request header. FINES WILL BE ASSESSED FOR OVERDUE ITEMS. See the ILL Policy for a full description of this service.

***Please check the McCain Library Catalog (www.erskine.edu/library/catalog), before submitting a request.

BOOK REQUEST

Author: _____

Title: _____

Publisher: _____ Date of Publication: _____ ISBN: _____

PERIODICAL REQUEST

Periodical Title: _____

ISSN (if known): _____

Vol: _____ Iss./No.: _____ Date: _____ Pg: _____

Author(s) of Article: _____

Article Title: _____

SOURCE OF REFERENCE (or verified in): _____

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Guidelines for Copying of Printed Matter

The following statement was submitted to the United States Congress for its consideration of copyright legislation jointly by representatives of the Authors League of America, the Association of American Publishers, and the American Council on Education:

Single Copying for Teachers: A single copy may be made of any of the following by or for a teacher at his/her individual request for his/her scholarly research or use in teaching or preparation to teach a class: a chapter from a book; an article from a periodical or newspaper; a drawing, cartoon or picture from a book, periodical, or newspaper; a chart, graph, diagram, drawing, cartoon or picture from a book, periodical, or newspaper.

Multiple Copies for Classroom Use: Multiple copies (not to exceed in any event more than one copy per pupil in a course) may be made by or for the teacher giving the course for classroom use or discussion; provided that: the copying meets the test of brevity and spontaneity as defined below; and, meets the cumulative effective test as defined below; and each copy includes a notice of copyright.

Definitions: Brevity: i. Poetry: (a) A complete poem if less than 250 words and if printed on not more than two pages or, (b) from a longer poem, an excerpt of not more than 250 words. ii. Prose: (a) Either a complete article, story or essay of less than 2,500 words, or (b) an excerpt from any prose work of not more than 1,000 words or ten percent of the work whichever is less, but in any event a minimum of 500 words. (Each of the numerical limits stated in "i" and "ii" above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.) iii. Illustration: One chart, graph, diagram, drawing, cartoon or picture per book or per periodical issue. iv. "Special" works: certain works in poetry, prose or in "poetic prose" which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience fall short of 2,500 words in their entirety. Paragraph "ii" above notwithstanding such "special works" may not be reproduced in their entirety; however, an excerpt comprising not more than two of the published pages of such special work and containing not more than ten percent of the words found in the text thereof, may be reproduced.

Spontaneity: i. The copying is at the instance and inspiration of the individual teacher, and ii. The inspiration and decision to use the work and the moment of its use for maximum teaching effectiveness are so close in time that it would be unreasonable to expect a timely reply to a request for permission.

Copyright Guidelines

The following represents certain guidelines for fair use of copyrighted materials based on the work of the Ad Hoc Committee on Copyright Law Revision following adoption of the 1976 copyright law (P. L. 94-553). These guidelines have been incorporated into Title 17 of the United States Code. Individuals with specific questions concerning copyrighted materials should contact the Academic Office and ask for a ruling from the College attorney.

Copyright Guidelines for Printed Matter

Certain kinds of documents may be copied without restriction. Published works which were never copyrighted, published works whose copyrights have expired, and U. S. Government publications (not to include works published by others who received U. S. Government grants or contracts) may be copied at the discretion of the user.

Reproduction of copyrighted material for educational and scholarly use is permitted for purposes of criticism, comment, news reporting, teaching (including multiple copies for classroom use),

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scholarship, or research, and is not an infringement of copyright. It is the interpretation of fair use which is important and the following factors should be considered:

- The purpose of use, e.g. commercial vs. educational.
- The nature of the copyrighted work.
- The amount of the work copied in relation to the work as a whole.
- The effect of the use on the potential market for or value of the work.

Guidelines for single copies for educators for scholarly research, use in teaching, or in preparing to teach include:

- A chapter from a book.
- An article from a newspaper or periodical.
- A short story, short essay or poem.
- A chart, graph, diagram, drawing, cartoon, or picture from a book, periodical or newspaper.

These guidelines also indicate the degree of brevity which is considered acceptable for multiple copies (one copy per student). Other fair use conditions which must be met include spontaneity and cumulative effect.

Spontaneity is copying at the instance and inspiration of the teacher. The time between the decision to use the work for maximum teaching effectiveness and the use of the material is so close that a reply to a permission request would not be received before use.

Cumulative effect refers to the maximum application of fair use that may be made over a period of time. In most cases, more than two or three uses is considered beyond the scope of fair use.

Any time that materials are copied, permission should be requested from the copyright holder, even if the materials copied fall under the fair use standard. If permission is later denied, the copied works can be destroyed. If approved, however, the user may keep the materials for as long as the permission is in effect.

Certain prohibitions include copying to create or replace anthologies, compilations, or collective works; copying "consumables" (workbooks, standardized tests, etc.); copying to substitute for purchase; copying directed by a higher authority; copying for repeated use; copying for profit.

Libraries/librarians must look at additional guidelines regarding photocopy and interlibrary arrangements. Systematic photocopying of copyrighted materials is prohibited, but interlibrary arrangements, which do not have the intent of making copies in such numbers as to substitute for purchase are permitted.

Photocopies may be placed on reserve in the library by a teacher as long as general copyright guidelines are followed. The reserve room is considered to be an extension of the classroom and standards apply to the reserve room as such.

Whenever a library offers copies either as self-service or staff-served, a notice must be displayed which states the copyright law as it pertains to photocopying and a notice must also appear on copying request forms as well as on the reproductions. The librarian and/or staff cannot knowingly assist a patron in making illegal copies.

Whenever the criteria for reproducing material cannot be met, then it is necessary to obtain written permission from the publisher. Permission to copy must include:

- Title, author and/or editor, and edition of materials to be duplicated.
- Exact material to be used, giving amount, page numbers, and chapters.
- Number of copies to be made.
- Use to be made of duplicated materials.
- Form of distribution (classroom, newsletter, etc.).
- Whether or not the material is to be sold.
- Type of reprint (ditto, photocopy, offset, typeset).

Copyright Guidelines for Music Materials

Applications of copyright guidelines for printed matter do not fit as neatly in the area of music. Therefore, a special music section is addressed. The guidelines included here are not meant to limit the types of copying permitted under the standards of fair use and which are stated in Section 107 of the Copyright Revision Bill. There may be other instances in which copying, which does not fall within the guidelines stated below, may nonetheless be permitted under the criteria of fair use.

Permissible Uses

- Emergency copying to replace purchased copies which for any reason are not available for an imminent performance provided purchased replacement copies shall be substituted in due course.
- (a) For academic purposes other than performance, multiple copies of excerpts may be made, provided that the excerpts do not comprise a part of the whole which would constitute a performable unit such as a section movement or aria, but in no case more than 10 percent of the whole work. The number of copies shall not exceed one copy per pupil.
- (b) For academic purposes other than performance, a single copy of an entire performable unit (section, movement, aria, etc.) that is, (1) confirmed by the copyright proprietor to be out of print or (2) unavailable except in a larger work, may be made by or for a teacher solely for the purpose of his/her scholarly research or in preparation to teach a class.
- Printed copies which have been purchased may be edited or simplified provided that the fundamental character of the work is not distorted or the lyrics, if any, altered or lyrics added if none exist.
- A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes and may be retained by the educational institution or individual teacher.
- A single copy of sound recording (such as a tape, disc or cassette) of copyrighted music may be made from sound recordings owned by an educational institution or an individual teacher for the purpose of constructing aural exercises or examinations and may be retained by the educational institution or individual teacher. (This pertains only to the copyright of the music itself and not to any copyright which may exist in the sound recording.)

Prohibitions

- Copying to create or replace or substitute for anthologies, compilations, or collective works.
- Copying of or from works intended to be "consumable" in the course of study or of teaching such as workbooks, exercises, standardized tests and answer sheet, and like material.
- Copying for the purpose of performance, except as mentioned above.
- Copying for the purpose of substituting for the purpose of music, except as above.
- Copying without inclusion of the copyright notice which appears on the printed copy.

The copyright law did not address the question of off-air recording by instructional institutions. Instead, a committee composed of producers and users came to an agreement on guidelines for off-air recording of television broadcast for use in instructional activities. Even though the guidelines may never become part of the law, their acceptance by the Congressional Subcommittee and their inclusion as an official document of a Subcommittee provides legal support. The guidelines are as follows:

- Off-air recording guidelines apply only to non-profit educational institutions.
- A broadcast may be recorded simultaneously with the broadcast transmission and retained for a period of 45 calendar days after the date of recording. Upon conclusion of the retention period, all off-air recordings must be erased or destroyed.

- Off-air recordings may be used once by individual teachers in the course of relevant teaching activities. It may be repeated once and only once when instructional reinforcement is necessary in the classrooms and similar places devoted to instruction within a single building, cluster or campus as well as in the homes of students during the first 10 school days of the retention period.
- Off-air recordings may be made only at the request of and used by individual teachers, and may not be regularly recorded in anticipation of requests. No program may be recorded more than one time regardless of the number of times it is broadcast.
- A limited number of copies may be reproduced from each recording to meet the legitimate needs of teachers under these guidelines. Each such copy shall be subject to all provisions governing the original off-air recording.
- After the first ten consecutive school days, the only use that can be made of the recording is teacher evaluation. This evaluation is to be used to determine the likelihood of using programs in the series or in purchasing a copy of the program.
- Off-air recordings need not be used in their entirety. The sequence of use must follow the order of the program and the recording may not be altered.
- All copies of off-air recordings must include the copyright notice on the broadcast program as recorded.
- Educational institutions are expected to establish procedures to maintain the integrity of these guidelines.

There are differing interpretations of the guidelines among educators, some more liberal than the interpretation stated here, some more conservative.

Software Copyright and Compliance Policy

Erskine College adheres to the following copyright and compliance policy for its computer software.

- The unauthorized copying of any software which is licensed or protected by copyright is theft, and is thus unethical.
- Failure to observe software copyrights and/or license agreements may result in disciplinary action by this institution and/or legal action by the copyright owner.
- ~~No institution-owned computing resources should be used for unauthorized commercial~~ purposes.
- Respect for the intellectual work and property of others has traditionally been essential to the mission of colleges and universities. We do not tolerate plagiarism, and we do not condone the unauthorized copying of software, including programs, applications, data bases, and code.
- The Erskine faculty recognizes its obligation to provide continuing guidance as to what constitutes academic honesty, and to promote procedures and circumstances which will reinforce this principle.

Statement on the Academic Freedom and Responsibility of Students

Preamble

Free inquiry and free expression are essential attributes of the community of scholars. As members of that community, students should be encouraged to develop the capacity for critical judgment and to engage in a sustained and independent search for truth. The freedom to learn depends upon appropriate opportunities and conditions in the classroom, on the campus, and in the larger community. The responsibility to secure and to respect general conditions conducive to the freedom to learn is shared by all members of the academic community. Erskine students should endeavor to exercise their freedom with maturity and responsibility in keeping with the educational and Christian aims of Erskine College.

I. Access to Higher Education

The College should make clear the characteristics and expectations which it considers relevant to the success of students in the program of the Institution. Erskine as a church-related institution may give admission preference to students of its own persuasion, but such a preference should be clearly stated. Erskine College is committed to fulfilling its mission through the admissions process without discrimination on the basis of race, color, national origin, age, religion, gender, disability or veteran status. Thus, within the limits of its facilities, the College should be open to all students who are qualified according to its admission standards. The facilities and services of the College should be open to all its enrolled students.

II. Academic Affairs

In the classroom and in conference the student should be encouraged to engage in free inquiry and expression. Course standards and procedures should be clearly defined. Academic performance should be the sole basis for evaluation, without regard for student opinions or conduct in matters unrelated to academic standards.

- A. **Freedom of Expression:** Students are responsible for learning the content of a course of study, but they should be free to take reasoned exception to the data or views offered and to reserve judgment about matters of opinion. In a scholarly community students are obligated to respect free expression by others.
- B. **Academic Evaluation:** Students are responsible for maintaining standards of academic performance established by their professors, but they should have protection through orderly procedures against prejudiced or capricious evaluation. Grades should be considered confidential between a professor and the student.
- C. **Improper Disclosure:** Information concerning views, beliefs, and political associations which members of the academic community acquire in the course of their associations on campus should not be indiscriminately disclosed. Protection against improper disclosure is a serious obligation. Judgments of ability and character should be provided only under appropriate circumstances.

III. Student Records

The College should have a carefully considered and stated policy as to the information which should be part of the student's permanent educational record and as to the conditions of its disclosure. Transcripts of academic records should contain only information about academic status, including any institutional action which affects a student's eligibility to register at the College. Data

from disciplinary and counseling files should not be available to unauthorized persons. No records should be kept which reflect the political activities or beliefs of students. Administrative staff and faculty should respect confidential information which they acquire in the course of their work.

IV. Student Services

In student affairs certain standards must be maintained if the academic freedom of students is to be preserved.

A. Student Organizations: Students bring to the campus a variety of interests previously acquired and develop many new interests as members of the academic community. As responsible citizens of the academic community, they should be free to organize and join associations to promote their common interests.

1. The membership, policies, and actions of a student organization usually will be determined by vote of only those persons who hold bona fide membership in the College community. National and regional organizations may have stated standards which are acceptable to the College.
2. Each organization and publication should be free to choose its own campus adviser. Members of the faculty serve the College community when they accept the responsibility to advise and consult with student organizations and publications, but they should not control the policies of such organizations and publications.
3. Student organizations may be required to submit a statement of purpose, criteria for membership, rules of procedures, and a current list of officers. They should not be required to submit a membership list as a condition of institutional recognition.
4. Campus organizations should be open to all students without respect to sex, race, religion, creed, or national origin, except for religious qualifications which may be required by sectarian organizations.

B. Freedom of Inquiry:

1. Students and student organizations should be free to examine and discuss all questions of interest to them and to express opinions publicly or privately.
2. Insofar as possible student organizations should be allowed to invite and to hear any person of their choosing. Those routine procedures required by the College before a guest speaker is invited to appear on campus should be designed only to insure that there is orderly scheduling of facilities and adequate preparation for the event, and that the occasion is conducted in a manner appropriate to an academic community. The institutional control of campus facilities should not be used as a device of censorship. It should be made clear to the academic and larger community that sponsorship of guest speakers does not imply approval or endorsement of the views expressed, either by the sponsoring group or the College.

C. Student Participation in Institutional Government: As constituents of the academic community, students should be free, individually and collectively, to express their views on issues of institutional policy and on matters of general interest to the student body. It is desirable that the student body have clearly defined means to participate in the formulation and application of institutional policy affecting academic and student affairs. The role of the student government and both its general and specific responsibilities should be made explicit, and the actions of the student government within the areas of its jurisdiction should be reviewed only through orderly and prescribed procedures.

D. **Student Publications:** Student publications and the student press are a valuable aid in establishing and maintaining an atmosphere of free and responsible discussion of intellectual exploration on the campus. They are a means of expressing concerns of the academic community and of formulating opinions on various issues on the campus and in the world at large.

1. Editors and managers should subscribe to canons of responsible journalism, such as the avoidance of libel, indecency, poor taste, undocumented allegations, attacks on personal integrity, and techniques of harassment and innuendo. At the same time they should be protected from arbitrary suspension and removal because of student, faculty, administrative, or public disapproval of editorial policy or content.
2. The student press should be free of censorship, and its editors and managers should be free to develop their own editorial policies and news coverage.
3. All student publications should explicitly state on the editorial page that the opinions there expressed are not necessarily those of the College or of the student body.

V. Off-Campus Freedom of Students

As citizens, students should enjoy the same freedom of speech and rights of peaceful assembly and of petition that other citizens enjoy. It should be understood that students in exercising the rights of citizenship assume full responsibility for their behavior. Institutional powers should not be employed to inhibit students' exercise of the rights of citizenship.

VI. Student Dissent

Erskine College in the liberal arts tradition believes in academic freedom and open discussion. This tradition includes recognition of freedom of constructive dissent including the right to petition in a peaceful manner. These rights and privileges are stated in the *College Faculty Manual* and in the "Statement on Academic Freedom and Responsibility of Students." The Erskine College community—trustees, administration, faculty, students—believes that it has an adequate apparatus to allow for constructive reforms, realizing that new times and conditions require new interpretations and methods. The avenues of communication between trustees, administration, faculty and students have been strengthened and the governance of the institution has been made more representative in recent years.

While recognizing the right and even the necessity for change and for constructive dissent, Erskine College asserts that disruption and violence have no place on the College campus. It is confidently believed that no members of the Erskine community will bring about such disruption, but in the event that such action shall occur, this is the policy the College will follow:

1. Erskine College regards as unacceptable any conduct on the part of students or others which will forcibly disrupt the educational process and other normal operations on campus. This includes the occupation of buildings, the intimidation of any College personnel, disruption of classes or business operations and the like. In such an emergency, the College will use its own resources to restore order but will if necessary call upon additional assistance.
2. The College has established orderly processes through which reforms can be and have already been affected; those seeking change should utilize those processes. Force and violence will not be tolerated. If an Erskine student violates this policy he will be subjected, after proper hearing with process observed, to disciplinary action ranging to suspension or expulsion. (Adopted by the Board of Trustees, July, 1969)

Salaries

College Faculty Salaries

The College will periodically grant increases in faculty salaries whenever budgetary considerations permit. Improving salary averages is an administrative priority.

Criteria for Faculty Salary Increases

Salary increases are based on several factors, including teaching effectiveness, campus and community services, scholarly achievement, professional activity, inflation, and market considerations. They are determined by the Vice President and Dean of the College in consultation with the President.

College Committees

The Planning Committee is not a regular College Committee because its membership includes College and Seminary faculty. The following are the official College Committees. In addition to these committees there are faculty committees for both the College and Seminary. Membership to faculty committees is by election by the respective College and Seminary faculty.

The Dean of the College generally makes appointments to College Committees but he does so after the College faculty have elected their officers and committee members. The President of the Student Government Association will submit names to the Dean of the College for student members of the appropriate committees.

College Committee Regulations

1. College Committees consist of faculty, staff and students and assist the implementation of the institutional mission. Attendance at committee meetings is required of faculty and staff.
2. All College Committees must meet a minimum of once each full semester.
3. Minutes of every meeting of each College Committee must be submitted to the Academic Office where they will be kept on file. Committee minutes will include the date and place of the meeting, the names of committee members present, actions taken and other relevant information.
4. Committee actions and other relevant information will be reported to the faculty in written form.

College Committees With Charges

- **Athletic Committee - Charge:** To provide oversight and encouragement of Erskine's NCAA intercollegiate athletic programs, to serve as liaison between academics and athletics, and to act as guardians of the academic interests of the institution regarding intercollegiate athletics.
- **Budget Committee - Charge:** This committee will meet during the academic year to monitor the budget, plan long term budgets and make recommendations to the Board of Trustees for the annual budget.
- **College Assessment Committee -- Charge:** To conduct ongoing assessment of the academic and administrative departments of the College. A majority of the committee will be full-time faculty. (Students will not serve on this committee.)
- **College Discipline and Appeals Committee - Charge:** The College Discipline and Appeals Committee will judge cases involving violation of College regulations (except academic regulations) and unacceptable personal deportment; serve as an appellate body for cases originating in the Judicial Council, whether presented as appeal or review; serve as an appellate body for disciplinary cases originating in the Office of Student Services; and serve as an appellate body for cases of cheating or plagiarism where a faculty member administers the penalty.

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- **Convocation Committee - Charge:** The Convocation Committee will plan convocation programs and the format for these programs; and make recommendations regarding changes in overall format and design of the convocation program.
- **Educational Resources Committee - Charge:** This committee will advise and collaborate with the Librarian and the library staff in the development and use of the library collection, facilities and services. It will also assist in setting policy for the use of audio visual aids and computer resources for the academic program.
- **Faculty Development Committee - Charge:** This committee will assess needs of the faculty to determine support that might enhance learning and will assist the Dean of the College in allocating resources from the Faculty Development Fund to provide support to improve learning.
- **Fine Arts Committee - Charge:** The Fine Arts Committee will promote the fine arts at Erskine College, schedule the Fine Arts Series, and administer the Fine Arts budget.
- **Institutional Review Board - Charge:** This committee is responsible for the review and oversight of all research and classroom projects involving human subjects carried out by members of the institution.
- **Nondiscrimination Committee - Charge:** The purpose of this committee is to hear Title IX and other discrimination complaints at the institution. This committee hears appeals of decisions made by the Nondiscrimination Coordinator
- **Off-Campus Programs Committee - Charge:** This committee will oversee off-campus programs, recommend to the Dean of the College and faculty new affiliations with off-campus programs, and recommend to the Dean of the College the best students for off-campus study from those who apply to the committee.
- **Presidential Appeals Committee - Charge:** ~~The Presidential Appeals Committee will hear appeals from the College Discipline and Appeals Committee.~~
- **Retention and Enrollment Committee - Charge:** The Retention Committee will recommend ways to help create an environment conducive to student satisfaction, retention, and strengthening of the overall college environment.
- **Special Consortium - Charge:** In order to relate more effectively to a few students with generally recognized and relatively long standing patterns of misbehavior; and in order to formulate an effective response to such students; the persons named on the committee will serve in a special consortium to formulate recommendations to the President of the College regarding resolution of the problems associated with the chronic misconduct of such students.

- **Teacher Education Committee - Charge:** The Teacher Education Committee is composed of faculty from departments offering teacher certification programs, administrators, public school personnel, and students. It meets four times yearly to be updated on state policy and college concerns and to take action on any issue brought to the Committee by its constituency. The student representatives are elected by the students in the teacher education programs, and they have voting privileges. Its purpose is to assist and support the program in teacher education and to bring matters of concern to the College community.
- **Technology Committee - Charge:** The Technology Committee will plan and coordinate the acquisition of technology for College.

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Faculty Committees

I. Standing Committees

A. Grievance Committee

The Grievance Committee shall consist of six members from the College faculty. Election to this committee is open to any faculty member who holds no administrative office. At least four of the members of this committee shall have tenure. All shall serve two-year terms. The College faculty shall elect three members at its regularly scheduled faculty meeting in May and at least two of these shall have tenure. The duties of the Committee shall be as follows:

1. To act as a mediator in cases where misunderstanding or unjust criticism may adversely affect either the professional reputation of a faculty member or the academic standing of the institution. These cases may be brought before the committee by an interested faculty member or by an administrator.
2. To hear appeals from candidates for tenure who feel that proper procedure was not followed in the evaluation process. The committee will rule only on procedural matters, and not on the eligibility or qualifications of the candidate.
3. To hear appeals in cases of sanctions against a faculty member, other than dismissal. This committee will have the authority to recommend removal of sanctions. Should the administration fail to act in accord with the recommendations to remove sanctions, the Committee on Academic Affairs of the Board of Trustees will review these actions automatically and announce a ruling by which all parties will be bound.
4. To hear appeals of termination of faculty appointment for medical reasons. The committee will make its recommendations to the President.
5. The Grievance Committee shall serve as a hearing committee at the request of any tenured faculty member who has been prematurely dismissed or whose letter of appointment has not been renewed. In these cases, the committee will determine whether basic rights, such as academic freedom, have been respected. The committee will act on procedural matters only, not on professional qualifications. It will determine whether the decision for pre-mature dismissal or non-renewal was conscientiously arrived at after consideration of all available and relevant information, and whether the decision was a bona fide exercise of professional academic judgment. The committee will make its recommendations to the President and to the faculty member involved.

B. Curriculum Committee

The Curriculum Committee is a faculty committee with the entire membership *ex officio*, as follows: Department Heads, Registrar and Winter Term Director, Librarian, the Vice President and Dean of the College, Chair of the Erskine Seminar, and two students appointed by the SGA. The Curriculum Committee shall review continually the current course offerings, study and discuss trends in curriculum development, and initiate proposals to the Faculty for new curricular programs and new areas of study. The Curriculum Committee shall recommend to the faculty all course changes at Erskine College. The Committee shall serve the faculty by approving or disapproving proposals to eliminate courses, to add or eliminate majors or minors or programs, to change the requirements in a major or minor or general education requirement, and to add or eliminate departments. Proposals adopted by this Committee shall be presented to the faculty for approval. The Curriculum Committee should approve any substitute of a Winter Term course for a major course or a basic curriculum requirement [adopted May 1, 1991].

The Committee also has the responsibility of advising the administration when additions or deletions of faculty positions are proposed.

C. Tenure Committee

The College Tenure Committee shall consist of six College faculty members. All shall serve three year terms. Election to this committee is open to any tenured faculty member who holds no

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administrative office. The College faculty shall elect two members at its regularly scheduled faculty meeting in May. When a committee member is unavailable due to sabbatical, a substitute should be elected by the faculty before Tenure Committee receives tenure-application materials from candidates.

This committee shall review the applications for tenure according to the procedures and criteria of the *Statement on Academic Freedom, Tenure, Appointment Renewal, and Related Procedural Standards*, approved by the Board of Trustees on February 27, 1976, and it shall communicate its recommendations to the appropriate vice president for forwarding to the President.

D. Winter Term Committee

The Winter Term Committee consists of the Vice President and Dean of the College, the Registrar, six faculty members, and two students. Three faculty members will be elected at the last regularly scheduled meeting of each academic year for a two-year term. Two students will be appointed by the President of the Student Government Association to serve on the committee.

The Winter Term Committee has the responsibility of approving all course offerings in the Winter Term terms. It is not necessary for the entire Faculty to approve these courses.

The Winter Term Committee may approve courses for credit within the major upon departmental recommendation. The Committee may not approve a Winter Term course to count in lieu of a course in the basic curriculum.

The Winter Term Committee is authorized to limit, prior to Winter Term registration, the size of each class, depending on the number of courses offered, the anticipated total enrollment, and the nature of the individual course.

A faculty member whose course proposal has been rejected by the Winter Term Committee may appeal to the faculty as a whole if his negotiations with the Winter Term Committee prove unsatisfactory.

II. Ad Hoc Committees

The faculty may elect temporary committees to carry out specific tasks or duties. Any ad hoc committee shall report its recommendations or findings to the faculty for approval or as general information unless otherwise specifically stated in its charge.

III. College Athletics Committee

A member of the College faculty elected by that faculty shall chair the College committee appointed to recommend college policy for participation in intercollegiate athletics and to provide oversight and encouragement of Erskine's NCAA intercollegiate athletic programs, to serve as liaison between academics and athletics, and to act as guardians of the academic interests of the institution regarding intercollegiate athletics. This committee shall include members of the College faculty, administration, and student body.

IV. Faculty Membership on College Committees

Faculty members serving on College Committees may report any activity of interest to the faculty. These reports will be presented at a time prescribed by the presiding officer during regular faculty meetings.

Faculty and College Committee Membership

Faculty Officers/Faculty Executive Committee, 2009-2010

Chair.....	Brad Christie
Past Chair.....	Howard Thomas
Secretary-Treasurer.....	Kelly Tracy
Board Representatives.....	Brooks Kuykendall (2008-2010)
.....	Steve Snitman (2009-2011)
Executive Committee.....	Rob Elsner and Joanne Jumper

Faculty Committees, 2009-2010

Curriculum Committee

Kokou Abalo	David Grier
Gid Alston	Charlene Haynes
Sandy Chaney	John Kennerly
Brad Christie	Brooks Kuykendall
Scott DeCiantis	Sharon Linnehan
Mary Lang Edwards	John Showalter
Chuck Emery	Howard Thomas
Maggie Emery	Students (2): Jayme Benton and
Bill Evans*	Robbie Kopp
Esperanza Granados	

Grievance Committee

Art Gorka	(2008-10)
Joanne Jumper	(2008-10)
Steve Snitman	(2008-10)
Bill Crenshaw	(2009-11)
Joan Little	(2009-11)
John Showalter	(2009-11)

Winter Term Committee

Brad Christie	(2008-10)
Ekaterina Michonova-Alexova	(2008-10)
Kelly Tracy	(2008-10)
Art Gorka	(2009-11)
John Macaulay	(2009-11)
Al Mina	(2009-11)
Students (2): Katherine Malmquist and David Pendergrass	
Gid Alston, ex-officio	

Tenure Committee

Brad Christie	(2007-10)
Maggie Emery	(2008-11)
David Ritland	(2008-11)
Kokon Abalo	(2009-12)
David Grier	(2009-12)
Howard Thomas	(2009-10)

*Designates the committee chair

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College Committee Membership

Athletic Committee - *DeCiantis, Chair*; F. Guyette, Weyer, Young. Students 2: Chas Anthony and Si' Ara Washington. Adviser - Mark Peeler

Budget Committee - *Haselden, Chair*; *President's Cabinet*.

College Assessment Committee - *Thomas, Chair*; Chaney, Jeffords, Kennerly, Spires.

College Discipline and Appeals Committee - *Sparks, Chair*; C. Emery, Makujina, D. Smith, Woodiwiss. Administration Members: Clarke, Sullivan. Students 4: Katelyn Craig, Rachel Dagenhart, Reid Flinn, and Cory Robinson. Advisers: Agnew and Rush.

Convocation Committee - *Schelp, Chair*; Kuykendall, Morrison, Parker, Patrick, Reiter. Students 2: Robert Burnett and Daisy Smith. Adviser - Agnew.

Educational Resources Committee - *Kennerly, Chair*; Clarke, Crenshaw, Makujina. Students 2: Caleb Barnes and Meghan Wakeling.

Faculty Development Committee - *Jumper, Chair*; Hayden, Jeffreys, Makujina. Student 1: Casey O'Dell. Adviser - Alston.

Fine Arts Committee - *Little, Chair*; Jeffreys, Linnehan, J. Walker. Students 2: Becky Fick and Chanel Baldwin. Adviser - Alston.

Institutional Review Board - *Elsner, Chair*; Barnes, Nelsen, Reiter, Santella, R. Stille.

Nondiscrimination Committee - This committee is made up of the Chair of the Faculty Grievance Committee, the Chair of the Student Judicial Council, and three members appointed by the president as follows: *Haselden, Chair*; Blenda, Michel.

Off-Campus Programs Committee - *Gorka, Chair*; Granados, Hayden, Reames, Woodiwiss. Students 2: Greg Payne and Catherine Howle. Advisers - Haynes, Sullivan.

Presidential Appeals Committee - *Jeffords, Chair*; Armstrong, Schelp, Showalter, Spires, Weyer.

Retention and Enrollment Committee - *Fackler, Chair*; Agnew, Alston, Grier, Hayden, Haynes, Nelsen, O'Cain, Sniteman, Sullivan, Weyer. Students 2: Tyler Evans and Jessica Gregg.

Special Consortium - *Rush, Chair*; C. Bruce, B. Smith.

Teacher Education Committee - *M. Emery, Chair*; Abalo, C. Bruce, Chaney, Haynes, Jumper, Linnehan, Reames, D. Smith, Tracy, Wilson. Students: *Two to be elected early October*. Teacher Representatives. Adviser - Alston.

Technology Committee - *Clarke, Chair*; Armstrong, Haselden, Matuteski, Michonova-Alexova, B. Smith, Sniteman. Students 2: Ted Aslund and Beth Carlisle.

*Nondiscrimination Coordinator for the College and Seminary is Mary-Ruth Marshall

NCAA Faculty Athletic Representative

Each year the faculty elects a Faculty Athletic Representative for the National Collegiate Athletic Association. The NCAA Faculty Athletic Representative for 2009-2010 is Scott DeCiantis.

Department Heads, 2009-2010

Art – Sharon Linnehan
 Bible, Religion and Philosophy – Bill Evans
 Biology – Mary Lang Edwards
 Business Administration – Chuck Emery
 Chemistry and Physics – Howard Thomas
 Education – Maggie Emery
 English – Brad Christie
 Health and Human Performance – Scott DeCiantis
 History and Politics – Sandy Chaney
 Mathematics – Kokou Abalo
 Modern Languages – Esperanza Granados
 Music – Brooks Kuykendall
 Psychology and Sociology – John Showalter

Tenured Faculty Members

Kokou Abalo	Rob Elsner	Bill Reames
Gid Alston	Maggie Emery	David Ritland
Sandy Chaney	Bill Evans	John Showalter
Brad Christie	Esperanza Granados	Steve Sniteman
Bill Crenshaw	David Grier	Howard Thomas
Mary Lang Edwards	Joan Little	

Freshman Advisers

Anna Blenda	John Macaulay
Todd Bruce	Wilbur Reames
Brad Christie	David Reiter
Bill Crenshaw	Howard Thomas
Bob Glick	Ashley Woodiwiss

College Faculty on Sabbatical Leave During 2009-2010

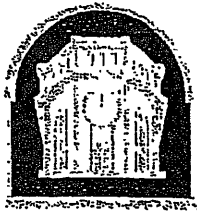
None

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Appendix



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F

Faculty Annual Report

Faculty Annual Report Name _____ Date _____

I. Recap of academic year:

A. Professional activity

1. Membership in professional organizations:
2. Professional offices held:
3. Professional meetings attended:
4. Workshops, seminars, etc. attended:
5. Research or publications:
6. Honors, awards, recognitions:
7. Other/comments:

B. Extra-instructional activity

1. Committee work:
2. Academic advising (number of advisees, special advising duties such as pre-law, freshman advisory):
3. Organizational advising (SGA, SCA, etc.):
4. Special assignments (talks at EC, high school weekends, scholarship interviews, coordinator of programs, lecture series, etc.):
5. Church membership and involvement:
6. Community activities (volunteer work, etc.):

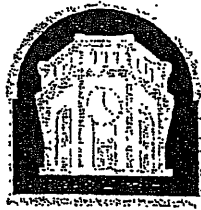
II. Self-evaluation (optional)

- A. Teaching strengths:
- B. Teaching weaknesses:
- C. Strategies for improvement:
- D. Special considerations:

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FACULTY EVALUATION FORM

Faculty _____ Date _____

The *College Faculty Manual* indicates that the purpose for faculty evaluations at Erskine College is two-fold: "(1) to improve teaching and (2) to provide information to those involved in granting promotions, tenure, and salary increases." The criteria that should guide these evaluations are:

1. teaching effectiveness
2. scholarly or artistic achievement
3. service to Erskine, Church, and community

Each of the above categories will be rated according to the following categories:

Unsatisfactory Satisfactory Good Excellent Does not apply

1. Teaching Effectiveness 50%

Criteria to be used include: a) communicating effectively with students in and out of class, including advising; b) helping students to think critically and communicate effectively; c) evaluating student performance (e.g., grading) systematically, fairly, and in ways that are meaningful to students; and, d) revising course content and teaching methods regularly.

Rating _____

2. Scholarly or Artistic Achievement 25%

Criteria to be used includes, but is not limited to: a) research; b) publication; c) concert or dramatic performances; d) artistic exhibitions; e) evidence of scholarly renewal; f) leading seminars and/or workshops; g) serving on panels; h) holding office in professional organizations; or, i) attendance at professional meetings.

Rating _____

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3. Service to Erskine, Church, and Community 25%

Criteria to be used includes, but is not limited to: a) service to the institution (committee work, representing Erskine in activities on- or off-campus, work within the department, attendance at Erskine events, addresses to student groups, or sponsor of student organizations); b) church involvement (elder/deacon, Sunday School teacher, committee member, choir member, or volunteer to Christian charitable organizations); and, c) voluntary work in community organizations and events.

Rating _____

4. Overall rating _____

When will this faculty member be eligible for tenure? _____

When will this faculty member be eligible for promotion? _____

Comments on faculty member's progress toward promotion and/or tenure

Date evaluation was completed _____

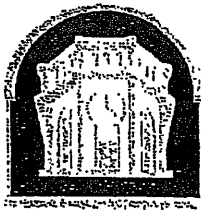
Date evaluation shared with faculty _____

Comments by faculty members: (faculty member should make any comments he or she wishes considered in the evaluation process or in response to the evaluation)

Dean signature _____

Faculty signature _____

(Indicates the evaluation has been read and discussed)



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Student Evaluation of Faculty and Course

Results of evaluations will not be distributed to faculty members until after final grades have been assigned.

Term: <u> </u> Fall	<u> </u> Winter Term	<u> </u> Spring	Year: <u> </u>
Course # <u> </u>	Section (A, B, K, etc.) <u> </u>	Instructor: <u> </u>	

I. Student Information. Circle the appropriate letter for each response.

1. Class Status
a. Freshman b. Sophomore c. Junior d. Senior
2. What is the best estimate of your overall grade point ratio (GPR)?
a. 0.00-0.99 b. 1.00-1.99 c. 2.0-2.99 d. 3.00-3.5 e. 3.5-4.0 f. unknown
3. Anticipated grade in this course: A B C D F
4. Reason for taking this course:
a. basic curriculum requirement
b. major requirement
c. minor requirement (or diversification)
d. teacher education requirement
e. an elective
5. The approximate amount of time spent on this course outside class was:
a. 9 or more hrs./week b. 6-8 hrs./week c. 3-5 hrs./week d. about 2 hrs./wk. e. about 1 hr./week
6. Rate the level of difficulty of this course:
a. The course was very easy for me.
b. The course was a challenge, but not too hard.
c. I had to work hard to keep up.
d. The material was too difficult for me.
7. How many absences did you have in this class?
a. none b. 1-3 times c. 4-8 times d. more than 8 times
8. Graded assignments (including tests) were given:
a. too frequently b. about the right number of times c. not often enough
9. How often did you observe cheating in this course?
a. never b. seldom c. sometimes d. frequently e. almost always

Comments about your response to no. 9:

II. Instructor and Course

To the left of each question write the letter representing your response. The responses for the questions are:

- a. agree strongly b. agree c. disagree d. disagree strongly e. not applicable

 10. The instructor was reliable in meeting class.

 11. Class sessions began and ended on time.

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- _____ 12. The instructor was consistently prepared for class.
- _____ 13. The instructor appeared to know the subject matter very well.
- _____ 14. The instructor conducted the course in a manner which showed enthusiasm.
- _____ 15. The instructor presented material clearly and effectively.
- _____ 16. The instructor responded to questions effectively.
- _____ 17. The instructor gave clear instructions for assignments.
- _____ 18. The syllabus clearly stated the purpose and goals of the course.
- _____ 19. The syllabus clearly explained the method by which the final grade would be determined.
- _____ 20. The instructor graded and returned students' essays, exams, and/or other assignments within a reasonable time.
- _____ 21. The instructor was consistently fair and reasonable in grading.
- _____ 22. The instructor provided constructive comments on exams, papers, and/or other assignments.
- _____ 23. The instructor upheld high academic standards.
- _____ 24. Class discussions were useful and intellectually stimulating.
- _____ 25. The instructor was tolerant of various points of view.
- _____ 26. The instructor treated all students equally regardless of religion, race, sex, or national origin.
- _____ 27. The instructor was available outside of class (i.e. office hours, phone, email).
- _____ 28. The instructor encouraged and supported me when asking for assistance or engaging in discussion.
- _____ 29. This course has taught me to reason more logically, think more critically, read more critically, and/or solve problems more effectively.
- _____ 30. This course helped me to develop my ability to write effectively.

Respond to the following question only for lab or field experience.

- _____ 31. Labs or field experiences correlated well with the class.
- _____ 32. Labs or field experiences helped me understand important concepts and/or develop skills and techniques.

How would you rate the overall effectiveness of the instructor?
a. excellent b. good c. satisfactory d. poor

III. Please respond to the following statements:

The strengths of the instructor are the following:

The instructor could improve in the following ways:

Please evaluate the usefulness of course materials (textbook, workbook, readings, software, etc.).

Which assignments and activities in this course were most useful in helping you learn?

Please make any additional comments:

After grades have been submitted, the instructor will be able to read a typed summary of these evaluations

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**FRESHMAN ADVISOR EVALUATION
2009-2010**

The purpose of this evaluation is to provide the institution with information which will be helpful in improving the quality of advising. Please make your responses thoughtfully. It is not necessary to sign your name.

Name of my FRESHMAN ADVISOR _____
Last First

I have had my present advisor for ____ 1 semester ____ 1 year ____ 2 years ____ more than 2 years

Please indicate your responses to the questions below by circling the appropriate number.

	Disagree				Agree
1. My advisor has spent adequate time with me during the school year discussing my work.	1	2	3	4	5
2. My advisor takes a real interest in me and my academic plans.	1	2	3	4	5
3. My advisor maintains sufficient office hours for academic advising.	1	2	3	4	5
4. My advisor is aware of the regulations which affect my academic program.	1	2	3	4	5
5. The advice received from my advisor has helped me to avoid scheduling problems.	1	2	3	4	5
6. My advisor has been helpful in explaining academic options at Erskine.	1	2	3	4	5
7. My advisor has been willing to provide useful information on career and post-graduate options.	1	2	3	4	5
8. Advising materials are clear and helpful.	1	2	3	4	5
9. The freshman advising system is effective.	1	2	3	4	5

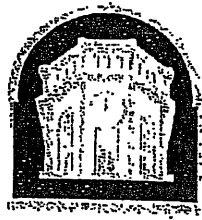
Answer either 10 or 11.

10. As a freshman I had an advisor in my intended major and found it helpful.	1	2	3	4	5
11. As a freshman I did not have an advisor in my intended major but I would have found this to be beneficial.	1	2	3	4	5

You may use the back of this sheet to clarify your answers or provide additional comments.

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Major Advisor Evaluation

1. My advisor is knowledgeable about my major and minor degree requirements.
2. My advisor is knowledgeable about general education (core curriculum) degree requirements.
3. My advisor is well informed about course prerequisites, course sequencing, and course conflicts.
4. My advisor has helped me plan a manageable course load each semester.
5. My advisor is knowledgeable regarding academic regulations (e.g. semester hour limitations, drop/add procedures, the 30-hr. rule, etc.).
6. My advisor and I have discussed my academic and career goals.
7. My advisor has encouraged me to do short- and long-term academic planning.
8. My advisor has helped me build an academic plan that takes into consideration both graduation requirements and my personal interests.
9. My advisor has made me aware of experiential academic opportunities such as externships, research opportunities and study abroad programs.
10. My advisor is able to provide useful information on career and post-graduate options.
11. My advisor refers me to the appropriate people if unable to provide the information or assistance I need.
12. My advisor is adequately accessible during regular office hours or by appointment.
13. My advisor has spent sufficient time with me to address my academic concerns.
14. My advisor takes time to become personally acquainted with me and cares about my academic success and personal welfare.
15. My advisor encourages me to take increasing responsibility in making my own decisions.

Please share what you feel are your advisor's greatest strengths as well as areas where you would like to see your advisor improve.

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SABBATICAL LEAVE APPLICATION

Submitted to the Dean of the College, who will forward appropriate pages to the Faculty Development Committee.

Name _____ Department _____

Academic Rank _____ Years of Service at Erskine College _____

Primary location of applicant during the proposed Sabbatical Leave:

Academic term and year for which leave is requested: Fall _____ Spring _____

Attach a detailed description of sabbatical project, and briefly (no more than 400 words) state how the proposed sabbatical leave will contribute to your scholarly or artistic renewal. Describe any additional ways your sabbatical will help you better serve your department or the College.

The applicant and chair of the applicant's department must confer to determine how teaching responsibilities will be covered during the sabbatical leave. A letter from the department chair supporting the proposal must accompany the application. In the event of a department chair's application for sabbatical, a letter from the designated acting department head should be included.

~~Faculty members are encouraged to seek funding for sabbatical projects from outside sources. The~~
customary faculty travel funds available through the Faculty Development Committee will be available to faculty on sabbatical.

Applicant's Signature _____ Date _____

Department Chair's Signature _____ Date _____

Do not write below this line.

Space reserved for Faculty Development Committee recommendation to the Dean.

(3-00)

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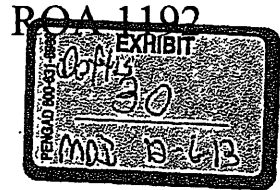
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August 5, 2011

Dr. Crenshaw,

It is with great disappointment and regret that I must call this meeting.

As you know, your relationships with several of your colleagues have been under considerable strain for several months. I think you will agree that I have given you ample time to work towards reconciliation, understanding, and the restoration of respectful collegiality. In addition to time, I have devoted considerable institutional resources, first to mediate between you and your offended colleagues, then, later, to adjudicate, in the hopes that a better understanding of the facts of this case might assist you in restoring collegiality with your peers.

While this matter began innocently enough*, your considerable lack of civility and collegiality combined with your toxic levels of personal arrogance, defensiveness and demonstrated disdain for the policies and procedures put in place to define and defend our academic community has demonstrated itself in "personal conduct which substantially impairs your fulfillment of institutional responsibilities". As you will see on p. 35 of the faculty handbook, these are no trivial matters. To the contrary, they are grounds for your dismissal.

This letter shall commence the preliminary proceedings outlined in the faculty handbook for your dismissal for cause. In this first stage, what is called for is for me, in consultation with the academic vice president, to seek to resolve the matter with you in private. With that in mind, I have consulted extensively with Dr. Christie and would now like to open a private discussion between the two of us to determine whether we might resolve this matter now by mutual consent. If, in our discussion today, we are unable to resolve this matter by mutual consent, I will provide a statement describing the grounds for your dismissal.

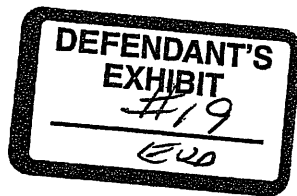
I look forward to a swift and satisfactory resolution to this important matter.

Sincerely,

David A. Norman, Ph.D.
President, Erskine College & Theological Seminary

* While I do not condone the actions you took on Friday, September 24th, I am convinced that your actions were motivated by your sincere and passionate interest in the health of one of our students, which is, in my mind, a commendable motivation.

ROA 1193



ROBERT TINSLEY <rtinsley@nctv.com>

Dr Crenshaw-- Confidential!

1 message

David Norman <norman@erskine.edu>

Wed, Aug 31, 2011 at 12:58 PM

To: Tinsley Robert <rtinsley@nctv.com>

Mr. Tinsley,

I am following up our conversation this morning with two items:

First, Dr. Crenshaw called the Deans office earlier this week indicating that he would be on campus this afternoon to view something in his personnel file. As I mentioned earlier, Dr. Crenshaw's presence on campus at this time has the potential to be disruptive and counterproductive regardless of his motives. Since I provided Dr. Crenshaw's complete file to you on Monday, I would respectfully request that you ask Dr. Crenshaw to retrieve any items he may need from you. If any additional items or information are necessary, please let us know what is needed and we would be happy to provide that to you as well.

Dr. Christie has instructed his assistant to refer Dr. Crenshaw to you for any information he may need from his file.

Second, I am attaching to this message a draft of the termination letter I intended to send today. As you have requested, I will hold off a few days on issuing it to give you time to make a final appeal to Dr. Crenshaw. I look forward to hearing from you at your earliest convenience whether he would like me to extend the offer which expired yesterday (with or without some fine tuning of the terms of the offer, not to include any increase in the total amount to be paid by Erskine). As we discussed today, if Dr. Crenshaw is unable to fully accept an agreement by next Tuesday (September 5th), I will send an updated version of the attached draft termination letter.

Many Thanks,
David Norman

President
Erskine College and Seminary

Crenshawtermletter.doc
265K



ERSKINE
COLLEGE

CONFIDENTIAL DRAFT

August 31, 2011

Dr. William Crenshaw
Seven College Street
P.O. Box 218
Due West, SC 29639

Dear Dr. Crenshaw:

In view of your failure to make a timely demand for a hearing before the faculty committee in accordance with my letter to you dated August 12, 2011, and the *College Faculty Manual*, your employment is terminated at the end of the day August 31, 2011. The grounds for your termination are set forth in the August 12 letter referred to above.

Please contact Greg Haselden in the Business Office to coordinate a mutually convenient time for you to secure your property located in your faculty office, which should be completed by no later than 5:00 PM on Friday, September 9, 2011. Mr. Haselden may be reached at (864) 379-8812 or at haselden@erskine.edu. Additionally, please return your building and office keys, your Erskine-issued computer, and any other Erskine property to Mr. Haselden.

Sincerely,

David A. Norman
President



Crenshaw, William B

05/26/2011

Psychology:

c/o high stress. c/o concentration changes has problems getting focused.

Denies : sleep disturbances. depressed mood. Anxiety. irritable.

Energy fair. Mood is fair.

DEFENDANT'S
EXHIBIT

07 E

enshaw, William B

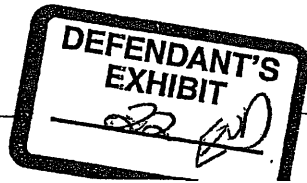
09/15/2011

Psychology:

c/o high stress. c/o concentration changes has problems getting focused.

Denies : sleep disturbances. depressed mood. Anxiety. irritable.

Energy fair. Mood is fair, varies. He just lost his job at EC and is going to fight it so currently newly retired and some extra assoc stress.



Crenshaw, William B

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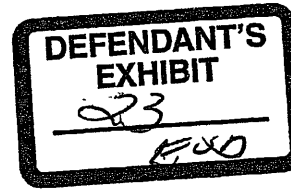
08/28/2012

Psychology:

c/o concentration changes has problems getting focused.
Denies : high stress. sleep disturbances. depressed
mood. Anxiety. irritable.
Mood is fair, stable on meds.

Brad Christie

From: Brooks Kuykendall [bkuykend@erskine.edu]
Sent: Monday, September 12, 2011 1:15 PM
To: billcren@me.com
Cc: nbc@erskine.edu
Subject: FEC notice



Dear Bill,

Below is the statement from FEC that has just been sent to the voting faculty list-serv. I believe you deserve to have it directly from me. It may not say what you want it to, but we have spent four days over the wording to make sure that it doesn't say more than we want it to. As it is worded, though, we stand by it.

Brooks

=====

The Faculty Executive Committee has met confidentially with President Norman and Dr. Christie concerning the termination of Dr. William Crenshaw's tenured faculty appointment. From the information we received at that meeting, the FEC is satisfied that the College followed the procedures for dismissal as outlined in the College Faculty Manual (p.35-36), and that Dr. Crenshaw's procedural rights have not been violated.

The Faculty Executive Committee
Brooks Kuykendall, chair
Naoma Nelsen, secretary
Gid Alston
Brad Parker
Steve Sniteman

(Mary Lang Edwards was unable to attend the meeting, and thus is not included in the signatures.)

--

James Brooks Kuykendall
Music Department
Erskine College
2 Washington St.
P.O. Box 338
Due West, SC 29639

Memorial Hall #122
Tel.: 864-379-6695
e-mail: brooks.kuykendall@erskine.edu

File GRAPHIC print - DO NOT PROCESS As Filed Data - **DLN: 93493137009162**

Form 990 **Return of Organization Exempt From Income Tax** **2010**
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)
 OMB No 1545-0047

Department of the Treasury Internal Revenue Service

The organization may have to use a copy of this return to satisfy state reporting requirements

Open to Public Inspection

A For the 2010 calendar year, or tax year beginning 07-01-2010 and ending 06-30-2011

B Check if applicable:
☐ Address change
☐ Name change
☐ Initial return
☐ Terminated
☐ Amended return
☐ Application pending

C Name of organization: **ERSKINE COLLEGE AND THEOLOGICAL SEMINARY**
 Doing Business As:
 Number and street (or P.O. box if mail is not delivered to street address): **PO BOX 338**
 Room/suite:
 City or town, state or country, and ZIP + 4: **DUE WEST, SC 29639**

D Employer identification number: **57-0314390**
E Telephone number: **(864) 379-8812**
G Gross receipts \$ **49,759,173**

F Name and address of principal officer:
GREGORY W HASELDEN
2 WASHINGTON STREET
DUE WEST, SC 29639

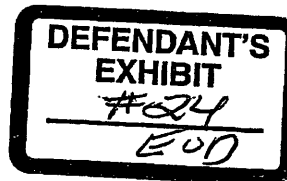
H(a) Is this a group return for affiliates? ☐ Yes ☒ No
H(b) Are all affiliates included? ☐ Yes ☒ No
 If "No," attach a list (see instructions)
H(c) Group exemption number

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no) ☐ 4947(a)(1) or ☐ 527

J Website: **WWW.ERSKINE.EDU**

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ☐
L Year of formation: **1837** **M** State of legal domicile: **SC**

ROA 1199



Part I Summary

1 Briefly describe the organization's mission or most significant activities:
THE COLLEGE'S MISSION IS TO EQUIP STUDENTS TO FLOURISH BY PROVIDING AN EXCELLENT LIBERAL ARTS EDUCATION IN A CHRIST-CENTERED ENVIRONMENT WHERE LEARNING AND BIBLICAL TRUTH ARE INTEGRATED TO DEVELOP THE WHOLE PERSON. ERSKINE THEOLOGICAL SEMINARY IS AN EDUCATIONAL INSTITUTION OF THE ASSOCIATE REFORMED PRESBYTERIAN CHURCH, AND THE SEMINARY HAS BEEN CALLED BY GOD AND COMMISSIONED BY ITS HOST TO SERVE NOT ONLY THAT DENOMINATION, BUT ALSO THE ENTIRE CHURCH OF JESUS CHRIST. THE MISSION OF ERSKINE THEOLOGICAL SEMINARY IS TO EDUCATE PERSONS FOR SERVICE IN THE CHRISTIAN CHURCH.

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets

3 Number of voting members of the governing body (Part VI, line 1a) **3** **34**

4 Number of independent voting members of the governing body (Part VI, line 1b) **4** **34**

5 Total number of individuals employed in calendar year 2010 (Part V, line 2a) **5** **521**

6 Total number of volunteers (estimate if necessary) **6** **49**

7a Total unrelated business revenue from Part VIII, column (C), line 12 **7a** **0**

b Net unrelated business taxable income from Form 990-T, line 34 **7b** **0**

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	3,326,677	3,392,677
9 Program service revenue (Part VIII, line 2g)	21,177,192	21,032,587
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,546,486	3,484,333
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	165,763	135,826
12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	26,216,118	28,045,423
13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	8,969,334	9,331,151
14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	10,314,257	9,733,386
16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0
b Total fundraising expenses (Part IX, column (D), line 25) 272,794		
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24f)	10,596,154	9,609,731
18 Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25)	29,879,745	28,674,268
19 Revenue less expenses Subtract line 18 from line 12	-3,663,627	-628,845

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	77,068,358	81,677,283
21 Total liabilities (Part X, line 26)	21,219,016	21,773,825
22 Net assets or fund balances Subtract line 21 from line 20	55,849,342	59,903,458

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here **Signature of officer** **2012-05-15**
Date
GREGORY W HASELDEN VP FOR FINANCE AND OPERATIONS
Type or print name and title

Paid Preparer Use Only
Print/Type preparer's name **GEORGE L KENNEDY** **Preparer's signature** **GEORGE L KENNEDY** **Date** **Check if self-employed** ☐ **PTDI**
Firm's name **ELLIOTT DAVIS LLC/LLC** **Firm's EIN** **Firm's address** **P O BOX 429** **Phone no** **(864) 229-4951**
GREENWOOD, SC 29640429

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

ROA 1200

990 Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

OMB No 1545-0047 **2011**
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

The organization may have to use a copy of this return to satisfy state reporting requirements

For the 2011 calendar year, or tax year beginning 07-01-2011 and ending 06-30-2012

Check if applicable: ☐ Name change ☐ Initial return ☐ Terminated ☐ Amended return ☐ Application pending

C Name of organization: **Erskine College and Theological Seminary**
Doing Business As: _____
Number and street (or P.O. box if mail is not delivered to street address): **Room/suite PO Box 338**
City or town, state or country, and ZIP + 4: **Due West, SC 29639**

D Employer identification number: **57-0314390**
E Telephone number: **(864) 379-8812**
G Gross receipts \$ **34,126,525**

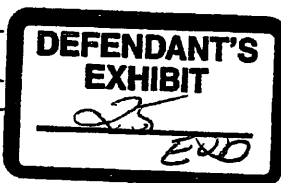
F Name and address of principal officer: **DAVID A NORMAN PO Box 338 Due West, SC 29639**

H(a) Is this a group return for affiliates? ☐ Yes ☒ No
H(b) Are all affiliates included? ☐ Yes ☒ No
If "No," attach a list (see instructions)
H(c) Group exemption number: _____

Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no) ☐ 4947(a)(1) or ☐ 527

Website: **www.erskine.edu**

Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ☐ L Year of formation: **1837** M State of legal domicile: **SC**



Part I Summary

1 Briefly describe the organization's mission or most significant activities:
ERSKINE COLLEGE EXISTS TO GLORIFY GOD AS A CHRISTIAN ACADEMIC COMMUNITY WHERE STUDENTS ARE EQUIPPED TO FLOURISH AS WHOLE PERSONS FOR LIVES OF SERVICE THROUGH THE PURSUIT OF UNDERGRADUATE LIBERAL ARTS AND GRADUATE THEOLOGICAL EDUCATION

2 Check this box ☒ if the organization discontinued its operations or disposed of more than 25% of its net assets

3 Number of voting members of the governing body (Part VI, line 1a) **3** 32
4 Number of independent voting members of the governing body (Part VI, line 1b) **4** 32
5 Total number of individuals employed in calendar year 2011 (Part V, line 2a) **5** 506
6 Total number of volunteers (estimate if necessary) **6** 49
7a Total unrelated business revenue from Part VIII, column (C), line 12 **7a** 0
b Net unrelated business taxable income from Form 990-T, line 34 **7b** 0

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	3,392,677	2,461,423
9 Program service revenue (Part VIII, line 2g)	21,032,587	21,492,483
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	3,484,333	1,924,937
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	135,826	132,002
12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	28,045,423	26,010,845
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	9,331,151	10,155,270
14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	9,733,386	9,455,206
16a Professional fundraising fees (Part IX, column (A), line 11e)	0	0
b Total fundraising expenses (Part IX, column (D), line 25) 318,856		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	9,609,731	9,212,110
18 Total expenses—add lines 13-17 (must equal Part IX, column (A), line 25)	28,674,268	28,822,586
19 Revenue less expenses—subtract line 18 from line 12	-628,845	-2,811,741
	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	81,677,283	76,863,425
21 Total liabilities (Part X, line 26)	21,773,825	23,129,434
22 Net assets or fund balances—subtract line 21 from line 20	59,903,458	53,733,991

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

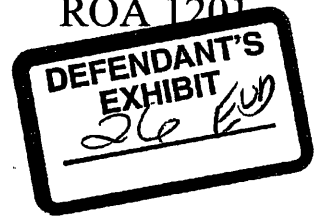
Signature of officer: _____ Date: **2013-05-15**
GREGORY W. HASELDEN SENIOR VP, FINANCE/OPERATIONS
Type or print name and title

Preparer's signature: **David C. Moja** Date: _____ Check if self-employed: ☐ Preparer's taxpayer identification number: **P00747006**

Firm's name (or yours if self-employed), address, and ZIP + 4: **Cape Crouse LLP 1255 Lakes Parkway Ste 130 Lawrenceville, GA 30043** EIN: **36-3990892** Phone no: **(678) 518-5301**

Did the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

ROA 1201



From: "Brad Christie" <nbc@erskine.edu>
Subject: **RE: Grievance Committee**
Date: October 13, 2010 8:14:03 AM EDT
To: "Adam Weyer" <weyer@erskine.edu>
Cc: "David Norman" <norman@erskine.edu>
1 Attachment, 4.6 KB

Adam, give me a call or come by the office when you can. I'll gladly discuss with you the process for Thursday's scheduled meeting.

Thanks.
NBC

N. Bradley Christie
Interim Vice President and Dean of the College



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-----Original Message-----

From: David Norman [mailto:norman@erskine.edu]
Sent: Tuesday, October 12, 2010 5:39 PM
To: Adam Weyer
Cc: Brad Christie
Subject: Re: Grievance Committee

Professor Weyer,

I understand your concern. Dr. Christie and I have discussed the grievance policy and handed the matter over to the faculty grievance committee. Dr. Christie is advising the committee on policy, but it is my intention to respect both the letter and the spirit of faculty governance.

Defendants 0786
CONFIDENTIAL

As much as I would like to answer your question directly, I want to avoid even the slightest hint of intrusion into the grievance committee's very important and sensitive work of mediation. I hope that you will not mind my copying the dean on this e-mail so that he will be aware of your concern.

All for Christ!

David Norman

On Oct 12, 2010, at 2:51 PM, Adam Weyer wrote:

Dr. Norman,

I have a concern in regards to the meeting of the grievance committee on Thursday. Dr. Crenshaw is a member of that committee and from what I understand he has not excused himself from the committee for this grievance. I have e-mailed Dr. Thomas to confirm or deny this and have not received a response. I have a concern with him being a part of the committee of which he is involved in the grievance. That seems like a significant conflict of interest to me. Dr. Christie has stated that he is not going to make Dr. Crenshaw excuse himself from the grievance process. If he has the right to be there, I feel that I do as well so that all members of the committee get a fair view of the incidents in question. Please, respond to this e-mail letting me know if Dr. Crenshaw has excused himself from the committee hearing on Thursday. Thank you.

Adam

Adam H. Weyer, M.Ed., ATC

Head Athletic Trainer

Assistant Professor Athletic Training

Associate Athletic Director

<image001.jpg>

Erskine College

Due West, SC 29639

(864)379-8890 - Office

(864)378-9456 - Cell

(864)379-2197 - Fax

weyer@erskine.edu

Brad Christie

From: Mark Peeler [mlp@erskine.edu]
Sent: Wednesday, October 27, 2010 10:53 AM
To: 'Brad Christie'; 'Gid Alston'; 'Adam Weyer'
Cc: 'Howard Thomas'; 'Sandy Chaney'
Subject: RE: Grievance case

Brad,

I don't see any value in having a discussion. Dr. Crenshaw attacked and questioned the credentials and skills of our athletic training program and then chose to make it public on his blog. He also made negative remarks to students about the athletic trainers. Anything short of a public apology on his part is unacceptable. We realize that is not going to happen and no one at this point is willing to require that.

Thanks,

Mark



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Mark L. Peeler, Director of Athletics/Head Basketball
 PO Box 338, Due West, SC 29639
 Office: (864) 379-8850 Cell: (864) 993-0510
mlp@erskine.edu
www.erskinecollegesports.com



-----Original Message-----

From: Brad Christie [mailto:nbc@erskine.edu]
Sent: Wednesday, October 27, 2010 9:33 AM
To: 'Gid Alston'; 'Mark Peeler'; 'Adam Weyer'
Cc: Howard Thomas; 'Sandy Chaney'
Subject: Grievance case

Gid, Mark, and Adam, please find attached my response to the Grievance Committee's action of 14 October. Bill Crenshaw has already been notified by separate email.

My apologies for the delayed response: This is a serious matter, one that deserves proper deliberation, which I have tried to give it. Hopefully, we can now proceed quickly to an equitable resolution.

I look forward to hearing from each of you.
 NBC

N. Bradley Christie
 Interim Vice President and Dean of the College



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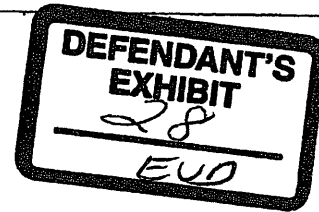
10/27/2010

Defendants 0799
 CONFIDENTIAL

Appendix 1521

Brad Christie

From: Adam Weyer [weyer@erskine.edu]
Sent: Wednesday, October 27, 2010 1:05 PM
To: 'Brad Christie'; 'Gid Alston'; 'Mark Peeler'
Cc: 'Howard Thomas'; 'Sandy Chaney'
Subject: RE: Grievance case



Brad,

I appreciate your willingness to be a mediator in this process; however, I don't feel that anything positive will come out of such a meeting. I had given the opportunity to Dr. Crenshaw for a meeting when the situation occurred in the beginning of September and by his lack of a response, he declined such an opportunity. As a result, I began the grievance process. Therefore, I would like to see the process be completed as laid out in the Faculty Manual. I have been told by numerous people on numerous occasions to allow the process to "run its course" and that is what I would like to do.

Adam

Adam H. Weyer, M.Ed., ATC
Head Athletic Trainer
Assistant Professor Athletic Training
Associate Athletic Director



Erskine College
Due West, SC 29639
(864)379-8890 - Office
(864)378-9456 - Cell
(864)379-2197 - Fax
weyer@erskine.edu

-----Original Message-----

From: Brad Christie [mailto:nbc@erskine.edu]
Sent: Wednesday, October 27, 2010 9:33 AM
To: 'Gid Alston'; 'Mark Peeler'; 'Adam Weyer'
Cc: Howard Thomas; 'Sandy Chaney'
Subject: Grievance case

Gid, Mark, and Adam, please find attached my response to the Grievance Committee's action of 14 October. Bill Crenshaw has already been notified by separate email.

My apologies for the delayed response: This is a serious matter, one that deserves proper deliberation, which I have tried to give it. Hopefully, we can now proceed quickly to an equitable resolution.

I look forward to hearing from each of you.
NBC

10/27/2010

N. Bradley Christie
Interim Vice President and Dean of the College



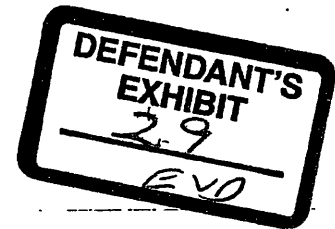
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10/27/2010

Defendants 0803
CONFIDENTIAL

Appendix 1523

From: "Brad Christie" <nbc@erskine.edu>
 Subject: **Grievance Committee**
 Date: October 6, 2010 3:23:25 PM EDT
 To: "Howard Thomas" <hthomas@erskine.edu>
 Cc: "Dr. David Norman" <norman@erskine.edu>
 1 Attachment, 4.6 KB



Howard, in light of the email exchanges between you and Bill Crenshaw since a grievance was filed against him (on 10/04), I write now to ask that you convene the Grievance Committee as soon as possible. The main reason for this meeting will be to receive the grievance that has been filed with you and to discuss the committee's plans for handling it.

Evidently, you will have to ask Bill Crenshaw (again) to recuse himself. If he agrees, presumably committee business may proceed. If he refuses, the committee as a whole would need to decide if it can reasonably proceed. Either way, please notify me in writing.

Since you and I met this morning, I have spoken with President Norman about this matter, and he wants to ensure that every detail of due process and institutional policy is followed. He and I agree that the college's commitment to faculty self-governance is paramount; but we are also committed to helping the faculty resolve this grievance if such help is necessary. You will see that I am copying the President on this correspondence. Normally, I would copy Dr. Crenshaw, too, but since he remains an active member of the Grievance Committee, not copying him seems appropriate.

Thanks, Howard, for your leadership.

N. Bradley Christie
 Interim Vice President and Dean of the College



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DEFENDANT'S
EXHIBIT

#30

EUN

1208

Brad Christie

From: hthomas@erskine.edu
Sent: Wednesday, October 06, 2010 5:51 PM
To: bkuykend@erskine.edu; showaltr@erskine.edu; little@erskine.edu; dsmith@erskine.edu;
schwab@erskine.edu; crenshaw@erskine.edu; hthomas@erskine.edu; nbc@erskine.edu;
chaney@erskine.edu
Cc: hthomas@erskine.edu
Subject: Question for Grievance Committee Members

Dear Grievance Committee Colleagues:

Once we have chosen a meeting time I will send out an agenda for our meeting. My standard practice as a committee chair is to circulate all relevant documents with the agenda. I plan to follow this procedure for our committee, giving a copy of the letter I received. This will be the first meeting of our committee, and I wanted to check that the majority of the committee favour this action.

Please let me know whether you support giving a paper copy of the grievance letter to each member of our committee with the agenda.

Thank you,

Howard

cc Dr. Chaney, Faculty Chair
cc Dr. Christie

Brad Christie

From: Bill Crenshaw [billcren@me.com]
 Sent: Friday, October 08, 2010 3:24 PM
 To: hthomas@erskine.edu
 Cc: Bill Crenshaw; bkuykend@erskine.edu; showaltr@erskine.edu; little@erskine.edu; dsmith@erskine.edu; schwab@erskine.edu; nbc@erskine.edu; chaney@erskine.edu
 Subject: Re: Question for Grievance Committee Members

Howard --

Thank you.

Bill

On Oct 8, 2010, at 2:31 PM, hthomas@erskine.edu wrote:

> Dear Bill:

>

> The Grievance Committee will meet next week. I will send out a formal
 > notice of the meeting later today or on Monday. At the same time I
 > will make copies of the grievance letter available to committee
 > members.

>

> I know you have asked to see the letter as soon as possible. With
 > that in mind, I will put a copy in your Belk mail box right after I've
 > sent this e-mail.

>

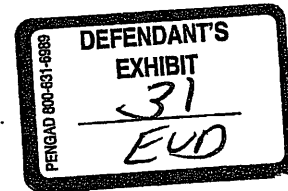
> Howard

>

>

>

>



Brad Christie

DEFENDANT'S
EXHIBIT

#32

EVD 94

From: hthomas@erskine.edu
Sent: Sunday, October 10, 2010 4:41 PM
To: bkuykend@erskine.edu; showaltr@erskine.edu; little@erskine.edu; dsmith@erskine.edu; schwab@erskine.edu; billcren@me.com
Cc: hthomas@erskine.edu; nbc@erskine.edu
Subject: Meeting of the Grievance Committee

Dear Grievance Committee Members:

There will be a meeting of the Grievance Committee on Thursday, October 14, 2010 at 11:00 a.m. in DMSC 221.

A proposed agenda will be electronically circulated tomorrow or early Tuesday.

A copy of the grievance letter to be considered will be placed in your Belk mailbox this afternoon. Bill your copy was placed in your Belk mailbox on Friday afternoon. George, I will bring your copy to the Seminary early Monday morning.

As we prepare to meet I would like us to be thinking in terms of the relevant charge given to our Committee. Quoting from the faculty handbook:

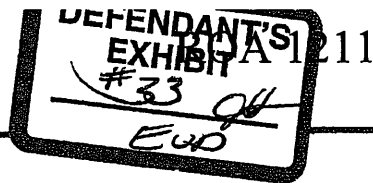
Charge: To mediate in cases where misunderstanding or unjust criticism may adversely affect either the professional reputation of a faculty member or the academic standing of the institution.

A key word in this charge is that we are "to mediate".

Please let me know if you are unable to attend the meeting

Thank you,

Howard



Brad Christie

From: hthomas@erskine.edu
Sent: Sunday, October 10, 2010 5:47 PM
To: bkuykend@erskine.edu; showaltr@erskine.edu; little@erskine.edu; dsmith@erskine.edu; schwab@erskine.edu; billcren@me.com
Cc: nbc@erskine.edu; hthomas@erskine.edu
Subject: Meeting of the Grievance Committee II

Dear Grievance Committee Members:

When I returned to my office after providing you copies of the grievance letter I found a second letter in my e-mail.

This second letter is from Dr. Gid Alston, Chair of the Department of Health and Human Performance, and it also expresses a grievance against Dr. Bill Crenshaw about the same incident.

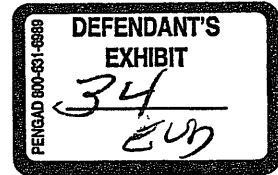
I believe we should deal with these two letters at our meeting on Thursday. I've put copies of this second letter in your Belk Mail boxes.

Thank you,

Howard

Brad Christie

From: hthomas@erskine.edu
Sent: Thursday, October 14, 2010 4:16 PM
To: alston@erskine.edu; weyer@erskine.edu; mlp@erskine.edu
Cc: nbc@erskine.edu; hthomas@erskine.edu
Subject: Grievance Committee Action



Dear Colleagues:

The Grievance Committee met today to discuss your grievance letters. Our discussions failed to formulate a workable mediation plan and we have returned your grievances to the academic office.

Sincerely,

Howard Thomas, Chair
Grievance Committee

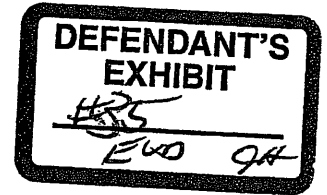


ERSKINE
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29 November 2010

Dr. Al Mina
Campus Mail



Dear Al,

I write in reply to your November 23 email request for a first hand account of events on September 24, 2010, when a student athlete was transported from Dr. Bill Crenshaw's ES 101 class.

By the time I arrived at the scene in front of Belk Hall, the situation was far advanced: an agitated Bill Crenshaw was already inside the EMS transport with the student, who was also visibly quite upset. The student's emergency contact and unofficial guardian, Mrs. Shamy, was being kept at some distance by the EMS driver and Due West Police Chief Smith. Several others were present, including lacrosse coach Kristie Quigley and her family, Robyn Agnew, and athletic trainers Adam Weyer and Nicole Matuseski.

I spoke first with the EMT/paramedic in charge, who told me that the student was 18 years of age and therefore responsible for her own decision about whether or not to be taken to the hospital for observation and/or treatment. He told me that Ms. Shamy, who claimed to be the girl's guardian, was trying to get her to refuse transport or treatment. I asked why Bill Crenshaw was in the truck with the student. The paramedic said that Bill was a trained former EMT and that he was urging the girl to go to the hospital. I asked if I could speak with Bill and/or the student in the truck; the paramedic allowed me to do this.

When I stepped into the vehicle, Bill immediately told me to get out, that I was not allowed to be there. I said that I only wanted to make sure that the student, being 18, understood her right to accept or refuse care. Bill said firmly that she needed to be taken to the emergency room and, again, that I needed to get out of the truck, that the situation had nothing to do with Erskine, and so I didn't need to be there.

Back outside, I spoke with Adam Weyer, who was upset that Bill Crenshaw was in the vehicle with the student and that her "guardian" was not allowed to advise her instead. I spoke briefly again with the EMT/paramedic in charge, who said that he had spoken with his supervisor and that he was now obligated (by law?) to transport the student to the emergency room, which he intended to do. I then spoke briefly with Chief Smith, who seemed nonplussed by the whole situation. Bill Crenshaw then quickly got out of the truck and went directly into Belk Hall. Adam asked if he could ride with the unit, the paramedic agreed, and the transport headed to the emergency room in Greenwood.

Some twenty minutes later Bill Crenshaw came to my office to follow up. By then he had calmed down considerably. He described for me the situation that had developed in his classroom; that he knew the student needed medical attention; and that therefore he had called Robyn Agnew in Student Services who, he contended, should have called 911 immediately. Bill apologized for the tone of his directives in the EMS truck, especially when he learned that the paramedic in charge had permitted me to go in with them. He told me that he and the paramedic were trying to close the door to keep Ms. Shamy from entering and that in the process he (maybe both of them) had likely shoved her away, again to keep her from getting in the vehicle. Bill also spoke in strong opposition to Adam's proposed protocol concerning concussions.

At 3:25 that afternoon, Ms. Shamy showed up in the Academic Office. I was at a Curriculum Committee meeting, but she told Nancy McKay that she intended to file a report on Bill Crenshaw for assaulting her. I called Ms. Shamy about 5:00—she told me the same. I did not have much to say to her because, as I pointed out, I arrived on the scene well after most of the events she was telling me about.

Bill Crenshaw and Adam Weyer sparred via email over the weekend of September 25-26. If the special committee has not seen those exchanges, I can provide copies of most if not all of them. Adam filed his formal complaint, co-signed by Athletic Director Mark Peeler, on Monday, September 27.

Like you, I have heard of "information posted online related to [this] case" and "secondhand reports of the situation being discussed in classrooms." However, I have not seen any such postings, and no student has ever spoken with me about any of this.

If I can assist your committee in any other way, please let me know. Thanks, As to your leadership in this difficult case, Dr. Norman and I both appreciate your commitment to sound faculty self-governance.

Respectfully yours,



N. Bradley Christie
Interim Vice President and Dean of the College

cc: Dr. David Norman, President

ERSKINE

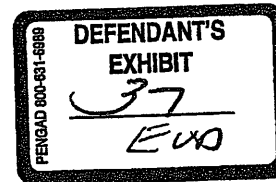
C O L L E G E

To: Dr. David Norman, President, Erskine College

From: Grievance and Appeals Committee

RE: Findings regarding grievance case

Date: January 4, 2011



Dr. Norman,

Per your request, a committee of faculty was formed to assist in adjudicating a grievance filed against a faculty member. The committee was formed after the Faculty Grievance Committee was unable to mediate the case. The task we were given was to review the available information, gather further information as we saw fit, and determine the appropriateness of actions taken during and after the incident in question. We submit the following report:

The committee met on two occasions. The order of the first meeting was to elect a chair, discuss the means by which we would arrive at our decisions, and, after a review of the materials, decide what further information would be needed. These actions were completed successfully, and requests for further information were made through the president's office. We received written reports from all parties requested save one. Dr. William Crenshaw requested a meeting to give information and answer questions in person.

Our second meeting was for the purpose of an interview with Dr. Crenshaw. Dr. Crenshaw read an opening statement expressing, among other things, his desire for a rapid conclusion to the process, his appreciation for the formation of the committee, and a willingness to answer questions. He also expressed his concerns regarding multiple aspects of the procedure. The committee then began to ask questions. From the beginning it became readily apparent that Dr. Crenshaw's interpretation of the committee's role, what questions should be asked or answered and in what context, and what specific areas to which the questions should be limited was very different from that of the committee members. Dr. Crenshaw was asked for his account of the events in question; he felt this was not sufficiently specific and declined to answer. After an appropriate amount of time was spent on further questions and discussion, the committee agreed that we would not be able to gather the information necessary to make an informed decision, and there were sufficient other concerns that we voted to suspend the actions of the committee until further notice.

Erskine College
Balk Hall P.O. Box 338 Due West, South Carolina 29639
864 • 379 • 2131 Fax 864 • 379 • 2167 www.erskine.edu

Christian Commitment and Excellence in Learning

Defendants 0901
CONFIDENTIAL

Appendix 1532

ERSKINE

C O L L E G E

At this time we believe that we can do no more to help resolve this situation. It is our opinion that faculty governance will not be successful in this case. Therefore, we are turning this matter back over to the president's office for further action. Also, per our discussion, you absolve the committee and its members of any responsibility or actions regarding this matter.

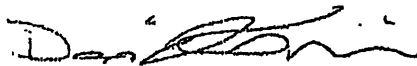
Sincerely,

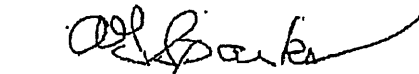

Dr. Al Mina, Chair


Dr. Brad Parker, Recorder


Dr. Chrystal Bruce


Dr. Robert Elsner


Dr. David Grier


Dr. Arthur Sparks

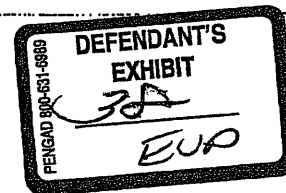
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Christian Commitment and Excellence in Learning

Defendants 0902
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ERSKINE

C O L L E G E



Dr. Robert Elsner
Department of Psychology and Sociology

15 December 2010

David Norman, PhD
President
Erskine College and Theological Seminary
Due West, SC 29639

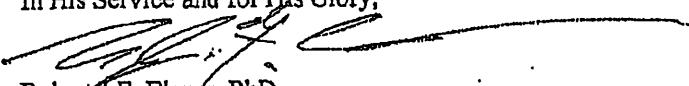
Dear Dr. Norman,

It is with sadness that I must request immediate replacement on the special Grievance Committee that you had asked me to serve upon. Since at our meeting today we voted to suspend all activities of this committee until legal guidance can be sought by the College, there will not be too much difficulty in replacing me, at least chronologically. I do not come to this decision lightly, as for the past six years I have served on many sensitive committees.

When a faculty member who is the "defendant" in a grievance case begins opening remarks with personal threats of lawsuits against each and every member of a committee, it is not an acceptable environment. I have enjoyed working here at Erskine because we have always gotten along, at least to the degree where open hostility was not the case. I am very much a proponent of faculty self-governance and defending faculty rights, but the environment is so toxic, with pervasive bullying on the part of Dr. Crenshaw that I must recuse myself. I feel that I can no longer serve as a fair and impartial member of this committee due to the emotional distress that I am suffering here at Erskine: the constant aggressive acts, actions, and threats of Dr. Crenshaw, be it at this meeting today, or at faculty meetings as this one past. I firmly believe the Christian element of forgiveness and turning the other cheek, so recusal is all that is necessary, not charges as per P-14 of the Employee Resource Handbook.

I would appreciate a response, and verbal is certainly acceptable.

In His Service and for His Glory,


Robert J.F. Elsner, PhD

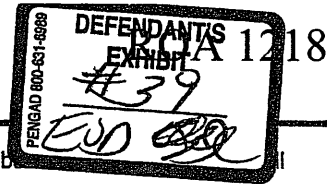
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Defendants 0883
CONFIDENTIAL

Appendix 1534

Brad Christie

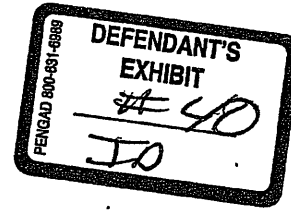


From: College Voting Faculty [VOTING_FACULTY@erskine.edu] on b
[bkuykend@erskine.edu].
Sent: Monday, September 12, 2011 1:12 PM
To: VOTING_FACULTY@LISTSERV.ERSKINE.EDU
Subject: FEC: termination of Dr. Crenshaw

The Faculty Executive Committee has met confidentially with President Norman and Dr. Christie concerning the termination of Dr. William Crenshaw's tenured faculty appointment. From the information we received at that meeting, the FEC is satisfied that the College followed the procedures for dismissal as outlined in the College Faculty Manual (p.35-36), and that Dr. Crenshaw's procedural rights have not been violated.

The Faculty Executive Committee
Brooks Kuykendall, chair
Naoma Nelsen, secretary
Gid Alston
Brad Parker
Steve Sniteman

(Mary Lang Edwards was unable to attend the meeting, and thus is not included in the signatures.)



From: David Norman <davidandkd@gmail.com>
Date: August 3, 2011 10:24:55 AM EDT
To: "Dr. David A. Norman" <norman@erskine.edu>
Subject: Fwd: re Bill Crenshaw

----- Forwarded message -----

From: <wilson6114@bellsouth.net>
Date: Wed, Jul 20, 2011 at 4:06 PM
Subject: re Bill Crenshaw
To: David Norman <davidandkd@gmail.com>
Cc: Steve Maye <smaye@drakecap.net>, "James T. Corbitt" <jamestcorbitt@bellsouth.net>, Steve Suits <ssuits@bellsouth.net>, Gordon Query <gquery@bellsouth.net>

David,

See below. What does one call these words of Bill Crenshaw, the senior English professor?

William Crenshaw

If it is only behind the scenes work that is accomplishing anything, then this site is a total waste of time.

I haven't seen much — if anything — that has been accomplished by behind the scenes work. The specific "accomplishments" that have been pointed to are spurious at best. I can tell you that they have had zero effect on the ground at Erskine.

I think this site does accomplish three things. First it spreads the word and the outrage. This is a means to and

8/3/2011

end. The end are the other two accomplishments: second, people are encouraged to quit donating to Erskine and to quit sending their kids until all this is straightened up. The power of the purse is far more significant and successful than any behind the scenes deal-cutting has been. And third, this shines the light on the actions of Synod, wingnuts, and the admin; i.e., it delivers a healthy wallop of bad publicity to Erskine, which means they have to spend time countering the bad publicity and answering for what they are doing. I would submit that if there is behind the scenes pressure being put on the admin or the wingnuts, it has come from the sense of outrage generated by this site that led to private, chew-them-out phone calls, not something achieved by following Marquis of Queensbury niceties.

Who has ever been offended that was a potential ally? Whom have we driven off with "Taliban" or other remarks judged intemperate? In theory, you can try to make a case that we might offend a potential ally: show me that evidence that this is actually so. Who have we lost? When? Why?

To whom can TOS appeal by using our words against us? We've done nothing compared to the atomic bombs dropped by TOS, by Chuck and Turby and all those who won't submit and demand that we do. Does anyone seriously think that there is a large group of undecideds out there waiting to join the other side if we say "Taliban?" Who are they? Why haven't they decided? If they haven't decided yet, what good are they? You're arguing that even though the issues are clear and the stakes are high that there is a significant number of people out there who

8/3/2011

haven't made up they're minds? Really?

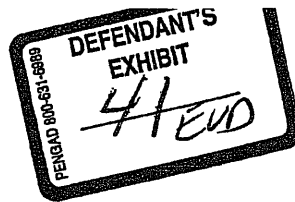
Please. You've had a couple of posters who you thought were over the top, and you've made this into a broad issue that is simply a distraction and is working against your goal of comity. With all due respect to Nan, we've seen in that editorial how attempts at comity can become simple comedy, which ends up making us look stupid and spineless.

This is a non-issue. You're wasting time with it. Rome is burning. Stop fiddling around.

I am using the Free version of SPAMfighter.
SPAMfighter has removed 3352 of my spam emails to date.

Do you have a slow PC? Try free scan!

8/3/2011



ROA 1222

ROBERT TINSLEY <rtinsley@nctv.com>

Discussion

7 messages

Bill Crenshaw <billcren@mac.com>

Mon, Aug 8, 2011 at 4:30 PM

To: norman@erskine.edu

Cc: Bill Crenshaw <billcren@mac.com>, Tinsley Robert <rtinsley@nctv.com>

Dr. Norman:

My attorney, Robert Tinsley, and I have agreed that we are willing to discuss the issue of my early retirement.

Bill Crenshaw

David Norman <norman@erskine.edu>

Mon, Aug 8, 2011 at 4:56 PM

To: Bill Crenshaw <billcren@mac.com>

Cc: Bill Crenshaw <billcren@mac.com>, Tinsley Robert <rtinsley@nctv.com>, Brad Christie <nbc@erskine.edu>

Dr Crenshaw,

I think this will be the best for all of us. I am looking forward to getting to know you on the other side of this transition. We will draw up an agreement and announcement and send it for your approval ASAP.

All for Christ!

David Norman

Sent from my mobile.

[Quoted text hidden]

David Norman <norman@erskine.edu>

Tue, Aug 9, 2011 at 2:57 PM

To: Bill Crenshaw <billcren@mac.com>

Cc: Tinsley Robert <rtinsley@nctv.com>

Dr. Crenshaw,

Please see attached. If there are any items you wish to discuss, please let me know ASAP.

David

On Aug 8, 2011, at 4:30 PM, Bill Crenshaw wrote:

> Dr. Norman:

>

> My attorney, Robert Tinsley, and I have agreed that we are willing to discuss the issue of my early retirement.

>

> Bill Crenshaw

 DOC080911-4.pdf
217K

David Norman <norman@erskine.edu>
To: Bill Crenshaw <billcren@mac.com>
Cc: Tinsley Robert <rtinsley@nctv.com>

Wed, Aug 10, 2011 at 12:33 PM

Dr. Crenshaw,
Please find a draft of the announcement copied below. If there is anything in it that you would like for me to say differently, please let me know. We would like to send this tomorrow, so I need the agreement back from you this afternoon or tomorrow morning. If you think you will need more time before you can sign the agreement, or if there are any items to discuss, please let me know ASAP.
Thanks,
David Norman

To: Erskine Faculty-Staff
From: D Norman

Subject: Dr. Bill Crenshaw

Erskine Family:

I wanted to inform you that Dr. Bill Crenshaw and I have mutually agreed to arrange his retirement from the faculty of Erskine College. While the specific terms of our arrangement will remain private, we agree that it appropriately reflects Dr. Crenshaw's long service to Erskine and enables us both to part ways in good conscience.

Since Dr. Crenshaw's retirement will be effective immediately, I have asked Dr. Christie to make the necessary arrangements to cover Dr. Crenshaw's classes for the fall semester.

While it is common knowledge that Dr. Crenshaw has become increasingly uncomfortable with the way in which Erskine is pursuing its mission, I want to express our genuine gratitude to Dr. Crenshaw for his many personal and academic contributions to Erskine. He has served Erskine for thirty-five years since 1976, and as the Dorn-Reeder Professor of English since 1987. Dr. Crenshaw is widely respected by students, fellow faculty, and alumni across several decades, not only for his teaching, but for his personal attention and care for individual students.

I realize that many across campus and within the extended Erskine community will be concerned by this development and question the circumstances surrounding it. That is understandable. There is likely to be considerable public and private discussion, both online and off, regarding this matter. However, out of respect to Dr. Crenshaw and the greater Erskine community, please refrain from engaging in those discussions in any way that would disparage Dr. Crenshaw or Erskine College and Seminary. Any inquiries from members of the media or other interested parties should be directed to the office of the chief communications officer (Cliff Smith, smith@erskine.edu).

Please keep Dr. Crenshaw and his family in your prayers as he departs Erskine.

[Quoted text hidden]

Bill Crenshaw <billcren@mac.com>

Wed, Aug 10, 2011 at 2:47 PM

To: David Norman <norman@erskine.edu>

Cc: Bill Crenshaw <billcren@mac.com>, Tinsley Robert <rtinsley@nctv.com>

Dr. Norman:

Plans to announce my retirement are premature. Both my attorney and I received the terms of the proposed agreement only yesterday. Also, the agreement itself allows for twenty-one (21) days for full consideration of

the agreement and discussions with attorneys, accountants, and financial advisors, etc.

Thanks,
Bill Crenshaw
[Quoted text hidden]

David Norman <norman@erskine.edu>

Thu, Aug 11, 2011 at 11:24 AM

To: Bill Crenshaw <billcren@mac.com>

Cc: Bill Crenshaw <billcren@mac.com>, Tinsley Robert <rtinsley@nctv.com>

Fair enough. If you would like to use any or all of the 21 days allotted, I would encourage you to do so. My understanding is that you do not have to use the full time, however, so if you decide you would prefer my making a single announcement similar to the one I sent yesterday, I would be glad to. Otherwise, I will send something like the draft below tomorrow morning. I would welcome any advice you would like to offer.

David Norman

To: Erskine Faculty-Staff
From: D Norman

Subject: Dr. Bill Crenshaw

Erskine Family:

This news is likely to generate much discussion and comment across the Erskine community, so I wanted to inform you myself that Dr. Bill Crenshaw and I have recently begun confidential conversations about his future plans regarding Erskine. Regardless of the eventual outcome of these discussions, Dr. Crenshaw will not be teaching this fall. I have asked Dr. Christie to make the necessary arrangements to cover Dr. Crenshaw's classes for the fall semester.

My hope is that I will be able to update you soon. However, this is an ongoing personnel matter and I will only share information as necessary or appropriate. I realize that many across campus and the extended Erskine community will be concerned by this development and question the circumstances surrounding it. That is understandable. At the same time, it is imperative that we all respect the process, Dr. Crenshaw and Erskine. Please refrain from encouraging or engaging in any public or private online or offline conversations that would speculate on the circumstance or possible outcomes.

All inquiries from members of the media or other interested parties should be directed to the office of the chief communications officer (Cliff Smith, smith@erskine.edu).

Please keep Dr. Crenshaw, Erskine and me in your prayers as we continue these discussions.

All for Christ!
David Norman
Sent from my mobile.

[Quoted text hidden]

Bill Crenshaw <billcren@mac.com>

Thu, Aug 11, 2011 at 4:45 PM

To: David Norman <norman@erskine.edu>

Cc: Bill Crenshaw <billcren@mac.com>, Tinsley Robert <rtinsley@nctv.com>

Dr. Norman —

Plans to announce that I will not be in the classroom this fall are premature.

I have not agreed either to the proposal sent this week nor to what was verbally termed stage one of the process of removal for cause. I have had nothing in writing that indicates that I will be removed from the classroom, nor any justification for such removal, nor any aegis cited under which such removal might be authorized. I only have your verbal assertion that I am being removed; nothing was offered to justify the removal in the course of our conversation.

We are in the early stage of negotiations. No decisions or commitments have been made. As far as I am concerned, and as I understand, my status at Erskine this fall remains unchanged from what it has been since the fall of 1976. I am a full-time professor at Erskine.

I am concerned by the apparent lack of due process.

Bill Crenshaw

[Quoted text hidden]

ROBERT TINSLEY <rtinsley@nctv.com>

Announcement

1 message

Bill Crenshaw <billcren@mac.com>

Fri, Aug 12, 2011 at 8:01 AM

To: David Norman <norman@erskine.edu>

Cc: Bill Crenshaw <billcren@mac.com>, Tinsley Robert <rtinsley@nctv.com>

Dr. Norman --

Thank you, yes, I would like the notification printed on official letterhead.

Also, in order for my lawyer to be fully cognizant of the situation and to be able to competently advise me, he will need to see the requirements of stage one that you read to me from handwritten notes in our meeting on Saturday, August 6, 2011. I would appreciate your detailing them either on the same page as your written notification or on a separate official letter.

Since nothing in our Saturday or subsequent discussion has cited cause for my removal from the classroom, and since you have not cited a basis in policy or regulation that allows such a removal to take place by fiat, or for my being informed of it as a *fait accompli*, I would repeat that a public announcement of my removal from the classroom is premature. The removal itself cannot take place without due process.

Bill Crenshaw

On Aug 11, 2011, at 10:01 PM, David Norman wrote:

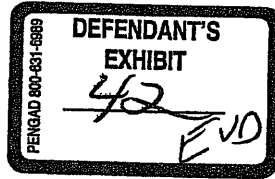
Dr Crenshaw,

Further to our discussion last Saturday and the implicit request in your last e-mail, this e-mail shall serve as written notification that you will not be teaching for Erskine this Fall. For more information, please consult the recording you made of our conversation last Saturday. If you have any questions, or if you would like to have this notification printed for you on official letterhead, please let me know.

Sincerely,
David Norman

Sent from my mobile.

On Aug 11, 2011, at 4:45 PM, Bill Crenshaw <billcren@mac.com> wrote:



ROBERT TINSLEY <rtinsley@nctv.com>

Grounds for Dismissal

1 message

David Norman <norman@erskine.edu>

Fri, Aug 12, 2011 at 10:37 AM

To: Bill Crenshaw <billcren@mac.com>, Tinsley Robert <rtinsley@nctv.com>

Dr. Crenshaw,

As you will remember from our conversation on Saturday, you were to let me know by 5:00 on Monday the 8th whether you wanted to accept either the resolution I outlined for you verbally or the resolution you suggested regarding early retirement. It is now clearly beyond that deadline, and it does not appear that we have been able to "resolve the matter by mutual consent" (see pp. 35ff of the Faculty Manual).

Since I compiled (at what I understood to be your request on Monday) an early retirement agreement allowing 21 days for you to review the offer, and since I have encouraged you to take that full time if you would like to take it, I would like to remind you that the offer I made to you, pursuant to your request, still stands. To date we have been unable to resolve the matter, however, and the deadline we set on Saturday for resolution before proceeding to step two has now passed.

Attached, therefore, please find a statement describing the grounds for your dismissal. As you will see on page 2 of that letter, you have the right to a hearing before a faculty committee, which is scheduled for August 29th at 9AM. Further, as I state on page 2 of the attached letter, you will be suspended throughout this process.

As you will see in the attached letter, your response is required by 9AM on Monday the 15th. I look forward to hearing from you.

Sincerely,

David Norman

2 attachments

 Exhibits.pdf
5159K Stage 2 Letter.pdf
561K

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ABBEVILLE COUNTY
Court of Common Pleas
Eugene C. Griffith, Jr., Circuit Court Judge

Court of Appeals Case No. 2015-002090

William Crenshaw, ...Appellant

v.

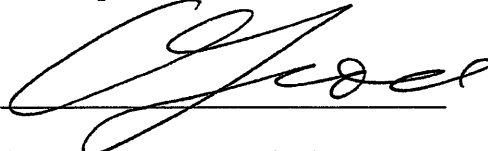
Erskine College and David Norman, ... Respondents.

Rule 210(g), SCACR Certification

The Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully Submitted,

By



Robert J. Tinsley, Sr.
R. Jamison Tinsley, Jr.
PO Box 49145
Greenwood, SC 29649
Email: tinslerj@gmail.com
Phone: (864) 223-0770

E. Charles Grose, Jr.
The Grose Law Firm, LLC
404 Main Street
Greenwood, SC 29646
Phone: 864-538-4466
Email: Charles@groselawfirm.com

Attorneys for Appellant William Crenshaw

This 7th day of September, 2016.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

William Crenshaw, Appellant,

v.

Erskine College and David A. Norman, Respondents.

Appellate Case No. 2015-002090

Appeal From Abbeville County
Eugene C. Griffith, Jr., Circuit Court Judge

Opinion No. Op. 5571
Heard February 14, 2018 – Filed June 27, 2018

REVERSED

E. Charles Grose, Jr., of Grose Law Firm; and Robert J. Tinsley, Sr. and Robert Jamison Tinsley, Jr., both of Tinsley & Tinsley, P.C., all of Greenwood, for Appellant.

Thomas H. Keim, Jr. and Leland Grant Close, III, both of Ford & Harrison, LLP, of Spartanburg, for Respondents.

LOCKEMY, C.J.: William Crenshaw appeals the trial court's order granting Erskine College's (Erskine) motion for judgment notwithstanding the verdict (JNOV). We reverse.

FACTS/PROCEDURAL BACKGROUND

Crenshaw was a tenured professor at Erskine. On September 24, 2010, a student in Crenshaw's English class who had fallen in an athletic team practice earlier that

morning became disoriented and lethargic. Crenshaw—a former paramedic—called Robyn Agnew, Erskine's Vice President for Student Services, to inform her of the situation and requested she call an ambulance. After the ambulance arrived, Crenshaw and members of Erskine's athletic training staff disagreed over whether the student should be transported to the hospital.

Following the incident, Crenshaw and Erskine's Head Athletic Trainer, Adam Weyer, engaged in an email exchange. Crenshaw suggested Erskine scrutinize the athletic department's protocol for handling emergency medical situations. Crenshaw asserted the athletic department's protocol of having student athletes report to athletic trainers before they see doctors endangers students. Crenshaw further alleged the trainers erred in delaying emergency medical transport for the injured student in his class. Weyer accused Crenshaw of "taking the matter into his own hands" and not following athletic department concussion protocol of contacting athletic training personnel before calling for an ambulance.

As a result of the ambulance incident and its aftermath, Weyer filed a grievance against Crenshaw. Weyer accused Crenshaw of violating athletic department protocol and making slanderous remarks both online and in class regarding the athletic training staff. Weyer's grievance was cosigned by Mark Peeler, Erskine's Athletic Director. Gid Alston, the Chair of Erskine's Department of Health and Human Performance, also filed a grievance against Crenshaw. Alston accused Crenshaw of potentially harming the image of the athletic training program by slandering Erskine's athletic trainers.

The grievances were forwarded to Erskine's faculty grievance committee to mediate the dispute. Following a meeting, the committee determined it could not formulate a mediation plan and sent the grievances to Erskine Dean Brad Christie. Weyer, Peeler, and Alston declined Christie's offer to mediate, and the matter was forwarded to Erskine President David Norman for adjudication.

In November 2010, Norman appointed a special faculty grievance committee to help adjudicate the matter. Norman requested the committee assess Crenshaw's behavior in handling the emergency situation and his professionalism and collegiality during and following the situation. Crenshaw gave a statement to the committee, denied the allegations against him, and agreed to answer any questions. Following two meetings, the committee determined it was unable to help resolve the situation and returned the matter to Norman. Thereafter, Norman began the process of terminating Crenshaw's employment based on (1) Crenshaw's conduct

during and after the ambulance incident¹; (2) Crenshaw's "obstructionist actions" before the grievance committee²; and (3) Crenshaw's disparaging remarks about Erskine on his blog³.

Pursuant to Erskine's Faculty Manual (the Manual), the procedure for terminating a tenured faculty member's employment for cause begins with "Preliminary Proceedings." Preliminary proceedings require the President to seek to resolve the matter with the faculty member in private and states if the matter is not resolved by mutual consent then the President will formulate a statement describing the grounds for dismissal.

The second step in the procedure is titled "Formal Proceedings." The formal proceedings step states:

The President will inform the tenured faculty member in writing of the dismissal and the grounds for it. The President will also advise the tenured faculty member of the right to a hearing before a faculty committee and will indicate the time and place of the hearing. In fixing the time and place of the hearing, the President will allow sufficient time for the tenured faculty member to prepare a defense. The President will inform the tenured faculty member of the procedural standards set forth here.

¹ Norman found Crenshaw attempted to assert control over a situation in which his authority was subordinate to the EMS personnel and Christie.

² Norman found Crenshaw exhibited "bullying behavior" and "contempt" for the committee. Norman noted Crenshaw's actions before the committee evidenced a pattern of refusing to respect the legitimate authority of the committee, and a volatility that created a hostile working environment.

³ Norman found Crenshaw demonstrated his disloyalty to Erskine by posting the following statement on his blog:

I think this site does accomplish three things. First . . . This is a means to an end. The end are [sic] the other two accomplishments: second, people are encouraged to quit donating to Erskine and to quit sending their kids until all this is straightened up.

The tenured faculty member will reply in writing to the President stating whether a hearing is desired, and the reply shall be not less than two weeks before the date set for the hearing.

Crenshaw acknowledged these procedures were part of the Manual, which constitutes the contract at issue.

Crenshaw proceeded to teach during the spring 2011 semester. In August 2011, Norman initiated the for cause termination process in the Manual. Norman wrote a letter to Crenshaw on August 5, 2011, introducing the preliminary proceedings. Norman then met with Crenshaw on August 6, 2011, in an attempt to resolve the matter. Norman began the meeting by reading the August 5 letter to Crenshaw, which stated Norman's hope they could resolve the issues by mutual consent, but if they could not, then Norman would provide a statement describing the grounds for Crenshaw's dismissal. Norman offered Crenshaw conditions, consisting of three sets of apologies, which if met would allow him to remain employed. Crenshaw and Norman also discussed severance pay in exchange for Crenshaw's early retirement. Crenshaw and Norman agreed Crenshaw would discuss the early retirement option with his wife and make a decision by 5:00 p.m. on August 8, 2011. The meeting ended with Norman outlining Crenshaw's three options: (1) agree to apologize; (2) go to step two, i.e., formal proceedings for termination at which Norman would outline the grounds for termination; or (3) accept the early retirement offer.

Just before the agreed-upon deadline to decide between the three options, Crenshaw informed Norman that he and his attorney were willing to discuss the issue of his early retirement. Norman was unsure whether this response was a yes or no but treated it as acceptance of the offer. He responded he would draft an agreement for the early retirement and a proposed announcement for Crenshaw's approval to prompt a commitment from Crenshaw if he was in fact serious about retiring.

The next day, Norman sent Crenshaw a draft agreement for an early retirement payment and a proposed announcement of Crenshaw's retirement. Crenshaw responded that announcing his retirement was premature because he was still considering the severance agreement, which provided up to twenty-one days to consider. Norman responded that Crenshaw could indeed take the entire twenty-one day period to consider the early retirement agreement. However, because

Norman had already informed Crenshaw in the August 6 meeting Crenshaw would not be teaching that semester, he provided Crenshaw with an alternative announcement to Erskine's faculty and staff that Crenshaw would not be teaching in the fall and that he and Norman were discussing his future with Erskine. Crenshaw responded that he disagreed with his removal from the classroom for the semester. Crenshaw's response also confirmed he had not yet made a decision on the options he agreed to in the August 6, 2011 meeting.

Because Crenshaw failed to choose one of the agreed-upon options by the fourth day after the deadline, Norman moved to formal proceedings and sent Crenshaw a statement of the grounds for his dismissal on August 12, 2011. Norman's letter informed Crenshaw of his right to a hearing, stating:

You have a right under College policy to a full hearing before a faculty committee. Unless you waive your right to a hearing, it shall be held on August 29th at 9 [a.m.] in the Chestnut Room. This schedule is subject to adjustment upon reasonable request. As also stated in the handbook, you will reply to this letter in writing, stating whether this hearing is desired. This reply shall not be less than two weeks before the date set for the hearing.

Crenshaw did not request a hearing. Norman never appointed a faculty committee for the termination hearing but waited for Crenshaw at the appointed time and place for the scheduled hearing. Crenshaw did not appear.

While the formal proceedings were ongoing, the timeline for the offer of early retirement was also running. The original twenty-one day consideration period expired on August 30, 2011, without an acceptance or rejection of the offer by Crenshaw. Norman extended Crenshaw's time to respond to the early retirement offer by six days with a new deadline of September 5, 2011, and communicated this to Crenshaw's attorney. Crenshaw did not respond to the early retirement offer by September 5, 2011. After the extended deadline to accept the early retirement offer expired, and because Crenshaw had not made a timely demand for the hearing, Norman terminated Crenshaw's employment on September 7, 2011.

On June 6, 2012, Crenshaw filed a complaint against Erskine and Norman alleging (1) wrongful discharge, (2) breach of contract, and (3) intentional infliction of emotional distress. Erskine and Norman subsequently filed an answer denying Crenshaw's allegations.

On March 28, 2014, Erskine and Norman filed a motion for summary judgment on all of Crenshaw's claims. The trial court denied the motion. Prior to trial, Erskine and Norman filed a second motion for summary judgment on Crenshaw's wrongful discharge claim. During arguments on the motion, Crenshaw conceded his wrongful discharge claim was the same as the breach of contract claim and the two claims were merged.

A jury trial was held June 8 through 11, 2015. At the close of Crenshaw's case, Erskine and Norman moved for directed verdicts on all of Crenshaw's claims. The trial court granted the directed verdict motions on all claims as to Norman but denied the motions as to Erskine. At the close of Erskine's case, Erskine renewed its directed verdict motions, and the court granted Erskine a directed verdict as to the intentional infliction of emotional distress claim. Thereafter, the breach of contract claim was submitted to the jury. The jury, by special verdict form, found (1) Crenshaw did not breach his obligation under the contract and (2) Erskine did breach its obligation under the contract. The jury awarded Crenshaw \$600,000 in damages.

Following the verdict, Erskine filed a motion for JNOV and in the alternative for a new trial. Following a hearing, the trial court granted Erskine a new trial. Erskine subsequently filed a Rule 59(e), SCRCP, motion seeking clarification as to whether the court had denied the JNOV motion in order to preserve the issue for appeal. Crenshaw also filed a Rule 59(e) motion seeking to have the jury's verdict reinstated.

On August 24, 2015, the trial court issued an order (1) vacating its prior order granting a new trial and (2) granting Erskine's JNOV motion. The court found Crenshaw failed to comply with the terms of the contract and request a hearing; therefore, he could not recover on a breach of contract claim in which he failed to fulfill the obligations of the contract and consequently breached the contract. The court denied Crenshaw's Rule 59(e), SCRCP, motion. Crenshaw appeals.

STANDARD OF REVIEW

When reviewing the trial court's ruling on a directed verdict or JNOV motion, this court must apply the same standard as the trial court "by viewing the evidence and all reasonable inferences in the light most favorable to the nonmoving party." *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 27-28, 602 S.E.2d 772, 782 (2004). The trial court must deny a motion for a directed verdict or JNOV if the evidence yields

more than one reasonable inference or its inference is in doubt. *Strange v. S.C. Dep't of Highways & Pub. Transp.*, 314 S.C. 427, 429-30, 445 S.E.2d 439, 440 (1994). Moreover, "[a] motion for JNOV may be granted only if no reasonable jury could have reached the challenged verdict." *Gastineau v. Murphy*, 331 S.C. 565, 568, 503 S.E.2d 712, 713 (1998). In deciding such motions, "neither the trial court nor the appellate court has the authority to decide credibility issues or to resolve conflicts in the testimony or the evidence." *Welch v. Epstein*, 342 S.C. 279, 300, 536 S.E.2d 408, 419 (Ct. App. 2000). This court will reverse the trial court's ruling only if no evidence supports the ruling below. *RFT Mgmt. Co. v. Tinsley & Adams LLP*, 399 S.C. 322, 332, 732 S.E.2d 166, 171 (2012).

LAW/ANALYSIS

I. Verdict Form

Crenshaw argues the trial court erred in granting Erskine's JNOV motion. Crenshaw asserts a jury verdict based on a special verdict form precludes a grant of JNOV. We find this issue unpreserved.

Although Crenshaw maintains he asked the trial court to give deference to the jury's verdict, he did not specifically assert the use of a special verdict form precluded the grant of JNOV. Accordingly, this argument is not preserved for our review. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."); *id.* ("[A]n objection must be sufficiently specific to inform the trial court of the point being urged by the objector.").

Even assuming this issue was preserved, we note our court rules and case law do not provide that the use of a special verdict form precludes the grant of JNOV. *See* Rule 50(b), SCRCP ("Whenever a motion for a directed verdict made at the close of all the evidence is denied or for any reason is not granted, the court is deemed to have submitted the action to the jury subject to a later determination of the legal questions raised by the motion. A party who has moved for a directed verdict may move to have the verdict and any judgment entered thereon set aside and to have judgment entered in accordance with his motion for a directed verdict . . .");

Smith v. Ridgeway Chemicals, Inc., 302 S.C. 303, 305, 395 S.E.2d 742, 743 (Ct. App. 1990) ("[A JNOV] motion is available to one suffering an adverse ruling of

the jury only when the same issues were submitted to the judge at the directed verdict stage.").

II. Implied Covenant of Good Faith and Fair Dealing

Crenshaw argues Erskine breached the implied covenant of good faith and fair dealing by (1) suspending Crenshaw; (2) failing to identify any grounds for terminating Crenshaw during the August 6th meeting; (3) failing to comply with the preliminary proceedings provision in the Manual; (4) terminating the preliminary proceedings prior to the expiration of the 21-day consideration period for the offer of early retirement; (5) failing to comply with the formal proceedings; (6) failing to give Crenshaw a meaningful opportunity for a fair hearing; and (7) failing to give Crenshaw sufficient time to prepare a defense. We agree.

"There exists in every contract an implied covenant of good faith and fair dealing." *Adams v. G.J. Creel & Sons, Inc.*, 320 S.C. 274, 277, 465 S.E.2d 84, 85 (1995).

The Manual provides "[t]he President will . . . advise the tenured faculty member of the right to a hearing before a faculty committee and will indicate the time and place of the hearing The tenured faculty member will reply in writing to the President stating whether a hearing is desired" This requirement was also specified in the statement of grounds for dismissal and its cover email sent by Norman to Crenshaw. The letter outlining the grounds for dismissal stated:

You have a right under College policy to a full hearing before a faculty committee. Unless you waive your right to a hearing, it shall be held on August 29th at 9 a.m. in the Chestnut Room. This schedule is subject to adjustment upon reasonable request. As also stated in the handbook, you will reply to this letter in writing, stating whether this hearing is desired. This reply shall not be less than two weeks before the date set for the hearing.

The jury, by special verdict form, was asked (1) whether Crenshaw breached his obligation under the contract and (2) whether Erskine breached its obligation under the contract. The jury found Crenshaw did not breach his obligation and Erskine did breach its obligation. Thereafter, the trial court granted Erskine's JNOV motion, finding Crenshaw failed to comply with the terms of the contract and request a hearing; therefore, he could not recover on a breach of contract claim

where he failed to fulfill the obligations of the contract and consequently breached the contract.

We find the trial court erred in granting Erskine's JNOV motion. By submitting the special verdict form to the jury, without objection, the parties agreed it was a question of fact as to whether the contract was breached. The jury, as fact finders, could have found the language in the Manual and letter were confusing as to whether Crenshaw was required to specifically request or waive a hearing that had already been set. The jury could have also determined Crenshaw did not breach his obligations to Erskine because the offer for early retirement was still pending when Crenshaw received Norman's letter and remained pending until the day after the scheduled hearing. Finally, even assuming the contract required a reply from Crenshaw, the jury could have determined Crenshaw's breach was immaterial. Accordingly, we reverse the grant of JNOV.⁴ *See Strange*, 314 S.C. at 429-30, 445 S.E.2d at 440 (holding the trial court must deny a motion for a directed verdict or JNOV if the evidence yields more than one reasonable inference or its inference is in doubt); *Gastineau*, 331 S.C. at 568, 503 S.E.2d at 713 ("A motion for JNOV may be granted only if no reasonable jury could have reached the challenged verdict.").

CONCLUSION

The trial court's order granting Erskine's motion for JNOV is

REVERSED.

WILLIAMS and KONDUROS, JJ., concur.

⁴ Erskine argues Crenshaw's argument regarding a breach of the implied duty of good faith and fair dealing is not preserved because he failed to raise it in either (1) his response to Erskine's motion, (2) his arguments at the hearing on Erskine's motion, or (3) his motion to alter or amend the order granting Erskine a new trial. Crenshaw asserts he argued throughout the trial and during the post-trial proceedings that Erskine violated its duty of good faith to Crenshaw. We find Crenshaw's argument is preserved. While he did not explicitly cite case law regarding the implied covenant of good faith and fair dealing, Crenshaw did assert at trial Erskine violated the duty of good faith by jumping between the stages of termination: "[I]t shows a lack of good faith, the fact that they are jumbling these stages and give him two days to respond or three, I guess, less than three days, weekend days."

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ABBEVILLE COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Appellate Case No. 2015-002090
Circuit Case No. 2012-CP-01-00158

RECEIVED

AUG 10 2018

SC Court of Appeals

William Crenshaw,

Appellant,

v.

Erskine College and David A. Norman,

Respondents.

PETITION FOR REHEARING BY RESPONDENTS

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NOW COME Respondents Erskine College and David A. Norman (collectively referred to as “Erskine”), by and through their undersigned counsel, and hereby petition this Honorable Court for rehearing of this matter. This Court decided this appeal by published opinion dated June 27, 2018 (“Subject Decision”),¹ reversing the trial court’s order granting Erskine’s motion for JNOV.²

**MATERIAL POINTS
OVERLOOKED OR MISAPPREHENDED**

Most respectfully, the Subject Decision is erroneous as explained in Erskine’s material points overlooked or misapprehended by the Court.

I. The Court overlooked or misapprehended the requirements for preserving an issue for appeal in holding that Crenshaw’s argument that Erskine breached the covenant of good faith and fair dealing was properly preserved.

The Court held that Crenshaw’s argument on appeal—that Erskine breached the covenant of good faith and fair dealing—was properly preserved solely because Crenshaw’s attorney used the phrase “it shows a lack of good faith” when opposing Erskine’s motion for directed verdict—a motion that Crenshaw won— at the close of evidence at trial. (*See* Exhibit A, p. 9, n. 4.)

A. The Court overlooked or misapprehended that Crenshaw’s only reference to “a lack of good faith” was in Erskine’s directed verdict motion, which Crenshaw won and thus at which time he was not the losing party or the aggrieved party, and that Crenshaw never renewed that argument after he became the aggrieved and losing party.

“Only a party aggrieved by an order, judgment, sentence or decision may appeal.” 201(b), SCACR. “An aggrieved party is one who is aggrieved by the judgment or decree when it operates on his rights of property or bears directly on his interest, the word aggrieved referring to a

¹ By orders filed July 11, 2018, and July 26, 2018, this Court extend the time for serving and filing Respondents’ Petition for Rehearing first until July 27, 2018, and second until August 13, 2018.

² For ease of reference, a copy of the Subject Decision (with page numbers added for citation purposes) is attached hereto as Exhibit A.

substantial grievance, a denial of some personal or property right, or the imposition on a party of a burden or obligation. A party cannot appeal from a decision which does not affect his interest, however erroneous and prejudicial it may be to the rights and interests of some other person.” *First Union Nat’l Bank v. Soden*, 333 S.C. 554, 565, 511 S.E.2d 372, 378 (Ct. App. 1998) (citations omitted).

“The *losing party* must first try to convince the lower court it . . . has ruled wrongly and then, if that effort fails, convince the appellate court that the lower court erred. This principle underlies the long-established preservation requirement that the *losing party* generally must both present his issues and arguments to the lower court and obtain a ruling before an appellate court will review those issues and arguments.”

I’On, L.L.C. v. Town of Mt. Pleasant, 338 S.C. 406, 422; 526 S.E.2d 716, 724 (2000) (emphasis added) (citations omitted). Crenshaw did not gain the right to appeal until he was aggrieved by an order or judgment, i.e. until he became a “losing party,” which did not happen until the trial court’s order granting a new trial after Erskine moved for JNOV and alternatively a new trial. Crenshaw made his only reference related—although Erskine denies it is a sufficient reference for preservation as argued below—to the implied covenant of good faith and fair dealing in contract, and the only reference relied on by this Court to find preservation of that issue, in Erskine’s directed verdict motion, which Crenshaw won. Therefore, when Crenshaw made the argument he was neither the aggrieved, nor the losing, party.

The logic that a party cannot preserve for appeal an argument made in a motion won by that party is made clear by considering the illogical outcome of allowing a party to do so. To preserve the argument a party must first try to convince the trial court that it “ruled wrongly.” *I’On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 422; 526 S.E.2d 716, 724 (2000). To find the issue of the implied covenant of good faith and fair dealing preserved as made in a motion won by

Crenshaw, would deny Crenshaw the opportunity to convince the trial court that it “ruled wrongly” with regard to that argument because he was not the losing party to the motion. Crenshaw could not have preserved the argument by trying to convince the lower court that it had ruled wrongly until he became the losing party, which did not occur until the Court granted a new trial on Erskine’s JNOV motion.

Crenshaw did not raise the issue of breach of the implied duty of good faith and fair dealing in any argument in the JNOV stage, and therefore, the trial court did not consider or rule upon that argument, as required for preservation. In its Final Brief, Erskine argued that Crenshaw did not make any mention of the implied duty of good faith and fair dealing at the JNOV phase, which included: (1) Crenshaw’s response to Erskine’s JNOV motion and in the alternative motion for a new trial; (2) the hearing on Erskine’s JNOV motion; and (3) Crenshaw’s motion to alter or amend the order granting Erskine a new trial. The Court and Crenshaw appear to agree with Erskine on this point since both cite only his mention of a “lack of good faith” in argument on Erskine’s directed verdict motion as constituting the basis for his preservation of the argument (The Court in the Subject Decision p. 9, n. 4, and Crenshaw in his Final Brief). However, since Crenshaw was not yet an aggrieved party at that time, and did not renew, even in a conclusory fashion (even though a conclusory fashion is not sufficient) his argument regarding “a lack of good faith” in any of these proceedings, he has not preserved that argument for appeal and it was error to consider it.

- B. Assuming *arguendo* that Crenshaw’s reference to a “lack of good faith” made before Crenshaw became an aggrieved party is sufficient to preserve the argument, that statement lacks the requisite specificity for the trial court to have considered the argument and the trial court did not rule on that issue. Therefore, the Court’s reliance on it for preservation of Crenshaw’s implied covenant of good faith and fair dealing argument is a misapprehension of the standards for preservation.**

As stated in the Subject Decision, “[i]t is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review.” *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). “[A]n objection must be sufficiently specific to inform the trial court of the point being urged by the objector.” *Id.* For an issue to be sufficiently specific it must be “sufficiently clear to bring into focus the precise nature of the alleged error so that it can be reasonably understood by the judge.” *Herron v. Century BMW*, 395 S.C. 461, 466, 719 S.E.2d 640, 642 (2011) (citations omitted) (finding that the appellant’s citation to policy favoring arbitration was a “general acknowledgment of a policy favoring arbitration [which] is a far cry from a specifically articulated [Federal Arbitration Act] preemption argument”) *id.* at 468, 644.

Crenshaw’s attorney’s statement that “it shows a lack of good faith” is a far cry from a specifically articulated argument on the implied covenant of good faith and fair dealing. The “good faith” statement is buried at the end of a lengthy directed verdict motion argument that did not discuss a lack of good faith at all (other than Crenshaw’s attorney stating it in a conclusory fashion) and instead, and rightly, almost singularly focused on the dispositive issue—whether Crenshaw complied with the one obligation he had under the alleged contractual procedure to request a hearing on the grounds of his termination. The lengthy argument on Erskine’s directed verdict motion included the trial court asking Crenshaw’s attorneys some version of these questions related to this central issue: (1) whether Crenshaw was obligated to request a hearing under the alleged policy; (2) whether Crenshaw in fact requested a hearing, which Crenshaw’s attorney stipulated that he did not do (R. p. 750); and (3) and if he did not request a hearing how Crenshaw can avoid this breach of his own. The Court addressed these questions regarding Crenshaw’s own breach no fewer than 13 times during the directed verdict argument. During the directed verdict

argument the trial judge took a lunch break and tasked Crenshaw's attorney with answering the question "... why wasn't that [hearing] pursued [by Crenshaw] and if not is that a waiver." (R. p. 743-744.) After the lunch break, the trial court again asked these questions of Crenshaw several times, and near the end of the lengthy hearing, the trial court asked yet again "Y'all were alleging that the college was not following the terms of their obligations under the faculty manual. That has been y'all's case. Why do they have to follow it and in this one sentence clearly was not followed [by Crenshaw]. Why does that, how you get over that?" (R. p. 748.) Crenshaw's attorney responded with several arguments—the same arguments he had made multiple times before in answer to similar questions by the trial court during the directed verdict hearing—which were, in order: (1) that the requirement that Crenshaw request the hearing was unclear; (2) they were in two stages of the dismissal process at the same time; (3) the obligation that Crenshaw request a hearing was not reasonable because he was rushed to decide whether to request the hearing; (4) Crenshaw was terminated, and then finally (5) "And so, it shows a lack of good faith, the fact that they are jumbling these stages and give him two days to respond or three, I guess, less than three days, weekend days." (R. p. 788-749.) Although the directed verdict arguments continued after that, Crenshaw did not use the term "good faith" or "bad faith" or any other term that might implicate the implied covenant of good faith and fair dealing, before, or after this one mention at the end of the long argument.

Crenshaw's addition of the phrase "lack of good faith" to describe the same arguments he had made during the directed verdict motion several times already without using that term, and in response to repeated questions by the trial court, and the timing of that phrase near the end of a lengthy argument in which the trial court noted its "concern" over Crenshaw's failure to request a hearing (R. p. 743), was not sufficiently clear to bring into focus for the trial court that he was

arguing a breach of the implied covenant of good faith and fair dealing. Instead, in context of the entire directed verdict argument, the comment was at best a last ditch effort to add something new to arguments already made but that did not satisfy the trial court, and at worst, was a throw away statement. Under either reason Crenshaw's attorney made the statement, it lacked the required specificity to notify the trial court that it was an argument that needed to be addressed as shown by the fact that the trial court did not acknowledge, much less address, the argument during Erskine's directed verdict argument or any time thereafter. Crenshaw's off-handed mention of a "lack of good faith" is not specific enough to preserve that argument for appeal.

Even if Crenshaw's mention of "a lack of good faith" is deemed to be specific enough, it was not preserved for appellate review because it was never ruled upon by the trial court. The trial court's denial of Erskine's directed verdict motion does not qualify as a ruling because, as previously stated, it was a ruling in Crenshaw's favor, and leaves nothing for Crenshaw to appeal. The trial court made two rulings after Crenshaw's "lack of good faith" comment, both of which make plain that it never addressed the issue, and Crenshaw did not ask the trial court to do so. The trial court's first ruling was an order granting Erskine a new trial on its motion for JNOV or in the alternative for a new trial. In the hearing on Respondent's JNOV motion, Appellant did not make any mention of the term "good faith" or any other argument remotely related to the implied covenant of good faith and fair dealing in contract. Instead, Appellant argued that under the standard for JNOV, there was evidence to support the jury's verdict. (R. pp. 800-801.) In granting a new trial at that same hearing, the trial court properly focused on the only breach of contract issue argued in the directed verdict and JNOV motion, which was whether Appellant breached the alleged contract by not fulfilling his obligation to request a hearing in writing.

"I reviewed my notes of the facts, both memoranda. And I had very concerns, I mean I talked to y'all in-chambers about my concern

about the lack of the hearing. The hearing was set, there was no, no communication at all back to the college. The President even testified that he went to the hearing location and sat there all morning and nothing happened. And that, those facts were not controverted in any way, they were consistent. The statement for grounds of dismissal was noticed to the employee of a hearing, let us know back if a hearing is necessary, desired. No response at all. No appearance at all. And I think that fact is missing. And I think it is appropriate that I grant a new trial as requested.” (R. p. 802.)

Crenshaw and Erskine both made Rule 59(e), SCRCP motions as a result of this ruling—Crenshaw’s requesting the trial court reinstate the jury verdict and Erskine’s for clarification of whether its JNOV motion had been denied in order to preserve that issue for appeal, if necessary. Neither party addressed the implied covenant of good faith and fair dealing in their Rule 59(e) motions, particularly Crenshaw, who did not even use a term implying an argument on that issue, e.g. “good faith” or “bad faith,” much less make an argument about whether Erskine had breached the implied covenant of good faith and fair dealing. “[O]ur rules contemplate two basic situations in which a party should consider filing a Rule 59(e) motion.

A party may wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it. A party must file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review.”

Elam v. S.C. DOT, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). Crenshaw’s Rule 59(e) motion was the proper time for Crenshaw to raise the breach of implied covenant of good faith and fair dealing as not having been properly considered by the trial court. By not raising it then, the Court’s second relevant ruling, its order vacating its order for a new trial and granting JNOV to Erskine, did not rule upon the implied covenant of good faith and fair dealing argument. Therefore, there is no ruling from the trial court on Crenshaw’s implied covenant of good faith and fair dealing

argument and it was error for this Court to consider that argument since it was not properly preserved.

Moreover, Crenshaw's failure to argue that the trial court should have ruled on its implied covenant of good faith and fair dealing argument in its Rule 59(e), SCRCF motion results in waiver of that objection as not raised timely. Issues must be raised by objection in a timely manner and failure to timely object results in a waiver of the objection. *State v. King*, 334 S.C. 504, 510, 514 S.E.2d 578, 581 (1999).

C. The Court overlooked or misapprehended that Crenshaw did not properly preserve an implied covenant of good faith and fair dealing argument because that was not a part of his case and he cannot attack the decision below using a new theory on appeal.

"[A] party cannot, when a cause is brought up for appellate review, assume an attitude inconsistent with or different from that taken by him at the trial, and [. . .] the parties are restricted to the theory on which the cause was prosecuted or defended in the court below." *White v. Livingston*, 231 S.C. 301, 307, 98 S.E.2d 534, 537 (1957). The term "good faith"—much less a direct reference to the principle of the implied covenant of good faith and fair dealing—does not appear anywhere in Crenshaw's Complaint. (R. pp. 9-26.) Crenshaw has identified only one possible mention of this term at trial (App. Reply Br. p. 4.) The trial court did not instruct the jury on the implied covenant of good faith and fair dealing and Crenshaw did not object to the lack of such an instruction. (R. pp. 775-792.) Crenshaw pled and tried his case on various theories of how Erskine breached the alleged contract, none of which, were that its breach(es) violated the implied covenant of good faith and fair dealing. He, therefore cannot now, argue that theory—much less hinge almost his entire appeal on it as he does—and it is error to allow him to do so, and to decide the case on such an argument.

II. The Court overlooked and misapprehended that Crenshaw's breach of the contract precludes him from prevailing on his breach of contract claim regardless of whether Erskine breached the implied covenant of good faith and fair dealing, although Erskine denies breaching that covenant.

A. Breach of the implied covenant of good faith and fair dealing does not excuse Crenshaw's breach.

The Court erred by holding that even if Erskine breached the implied covenant of good faith and fair dealing—which Erskine denies—that such breach is grounds for overturning the trial court's JNOV. “There exists in every contract an implied covenant of good faith and fair dealing. *Adams v. G.J. Creel and Sons, Inc.*, 320 S.C. 274, 277, 465 S.E.2d 84, 85 (1995). However, “the implied covenant of good faith and fair dealing is not an independent cause of action separate from the claim for breach of contract.” *RoTec Services, Inc. v. Encompass Services, Inc.*, 359 S.C. 467, 473, 597 S.E.2d 881, 884 (Ct. App. 2004). Since the implied covenant of good faith and fair dealing is not independent of the breach of contract cause of action, it is “treated . . . as merely another term of the contract at issue. . .” *Id.* And, as just another term of the contract, even if Erskine breached the implied duty of good faith and fair dealing, that breach would not excuse Crenshaw from meeting his obligations under the contract. Or, as the Supreme Court of South Carolina put it when addressing the exact situation presented in this case—a party who did not himself perform under the contract (Crenshaw) alleging breach of the implied covenant of good faith and fair dealing by the other party (Erskine),

“[t]he Court of Appeals affirmed the trial court's determination that Owner could not proceed on his implied covenant of good faith and fair dealing claim because he was in default on the contract. *See Parks v. Lyons*, 219 S.C. 40, 48, 64 S.E.2d 123, 126 (1951) (‘one who seeks to recover damages for breach of a contract, to which he was a party, must show that the contract has been performed on his part, or at least that he was, at the appropriate time, able, ready, and willing to perform it’). . . We conclude the Court of Appeals is correct on this point.”

Swinton Creek Nursery v. Edisto Farm Credit, ACA, 334 S.C. 469, 487, 514 S.E.2d 126, 135 (2004). Put more succinctly, the Court's holding that Erskine breached the implied covenant of good faith and fair dealing has no impact on the outcome of Crenshaw's appeal unless the Court first determines that Crenshaw did not breach the alleged contract by failing to request a hearing, which this Court did not do—it correctly found that Crenshaw did not request the hearing (Ex. A., p. 5)—and for good reason, because there is no disputed fact on that point. Indeed, Crenshaw himself admitted to not requesting the hearing multiple times at trial, and his attorney did the same during Erskine's directed verdict motion at the close of all evidence; "I agree there is no question that he didn't request it . . ." (R. p. 400, line 11-p. 403, line 1; R. p. 653, lines 8-12; R. p. 750, lines 8-9.) There is no dispute of fact on this dispositive point. And, the trial court correctly found that the undisputed evidence is that Crenshaw never requested a hearing as he was required to do under the unambiguous terms of the contract. Therefore, even if Erskine breached the implied covenant of good faith and fair dealing, that breach would not excuse Crenshaw's own breach since the covenant of good faith is merely another term of the contract, and Crenshaw's breach makes the trial Court's order granting JNOV to Erskine correct. *Swinton Creek Nursery v. Edisto Farm Credit, ACA*, 334 S.C. 469, 487, 514 S.E.2d 126, 135 (2004).

B. Erskine did not breach the implied covenant of good faith and fair dealing.

The Subject Decision finds that Erskine breached the implied covenant of good faith and fair dealing in all seven ways alleged by Crenshaw. (See Ex. A, p. 8.) The Court overlooked or misapprehended that Erskine at all times acted reasonably in its dealings with Crenshaw, specifically including its termination of his employment. The facts show that Erskine complied with the procedures in the Faculty Manual for terminating a tenured faculty member and did so in good faith, indeed giving Crenshaw every opportunity to avoid the eventual outcome.

III. Regarding the Court's holding that "[b]y submitting the special verdict form to the jury, without objection, the parties agreed it was a question of fact as to whether the contract was breached," the Court overlooked and misapprehended that: (A) Crenshaw did not present on appeal, and therefore abandoned, this argument and that it is thus not before this Court to be decided; and (B) that the construction of an unambiguous contract is a question of law for the court.

- A. Crenshaw did not present on appeal, and therefore, abandoned, the argument that "[b]y submitting the special verdict form to the jury, without objection, the parties agreed it was a question of fact as to whether the contract was breached."**

The Supreme Court of South Carolina has held "that the Court of Appeals may not decide an issue neither presented to the circuit court nor raised by proper exception on appeal." *Connolly v. People's Life Ins. Co.*, 299 S.C. 348, 352, 384 S.E.2d 738, 740 (1989) (citations omitted). "The Court of Appeals itself has recognized that issues either not raised to the trial court or by proper exception on appeal present no question for appellate determination." *Id.*; *cf. Jinks v. Richland County*, 355 S.C. 341, 345, 585 S.E.2d 281, 283, n. 3 (2003) ("In its Statement of Issues on Appeal, County also asserts the lower court erred by failing to grant its motions for a directed verdict and judgment notwithstanding the verdict on the basis of sovereign immunity. Since County failed to argue this issue in the body of its brief, the issue is deemed abandoned") (internal citations omitted). Crenshaw did not raise the issue of whether an unobjected-to special verdict form constitutes an agreement by the parties to the issue of breach of contract being a question of fact. And, therefore, this issue was not before, and should not have been decided by, this Court.

In the Subject Decision the Court describes Crenshaw's special verdict form argument as, "Crenshaw asserts a jury verdict based on a special verdict form precludes a grant of JNOV." (Ex. A, p. 7.) This was the extent of Crenshaw's argument regarding the effect of the special verdict form. Specifically, Crenshaw's argument regarding the special verdict form was that "[a] jury's resolution of factual issues in a law case is binding on trial and appellate courts," thus precluding

review of a jury's determination using a special verdict form. (*See* Appellant's Final Br. pp. 18-19, p. 20 n.1.) This Court correctly noted that had Crenshaw's argument been preserved it would be wrong since "our court rules and case law do not provide that the use of a special verdict form precludes the grant of JNOV." (Ex. A, p. 7.)

However, the Subject Decision finds that the trial court erred in granting Erskine JNOV because "[b]y submitting the special verdict form to the jury, without objection, the parties agreed it was a question of fact as to whether the contract was breached." Crenshaw did not make this argument. He argued only that use of the special verdict form in and of itself precluded a later determination of breach of contract as a matter of law. Therefore, the Court's holding that Erskine's failure to object to the special verdict form converts breach of contract—a matter of law—to one of fact, cannot be based on an argument made by Crenshaw on appeal.

That the Court's holding was not argued by Crenshaw is further highlighted by the contradiction that would result if the Court determined its finding to have been argued by Crenshaw. The Court found Crenshaw's argument that a special verdict form precludes JNOV to be wrong. If this argument was the foundation for the Court's holding that failure to object to a special verdict form precluded JNOV by converting breach of contract to a question of fact, then that holding by the Court would contradict its finding to the contrary in its analysis of Crenshaw's special verdict form argument. Thus, the only way to avoid this contradiction is to properly determine that the Court's holding that Erskine's failure to object to the special verdict form converted breach of contract to a question of fact was not before the Court and therefore cannot be the basis of the Court's decision.

- B. If the Court's holding that "[b]y submitting the special verdict form to the jury, without objection, the parties agreed it was a question of fact as to whether the contract was breached" is deemed properly before the Court, then the Court overlooked that the construction of an unambiguous contract is a question of law for the court to decide.**

The trial court was right to correct the jury's verdict and grant JNOV because breach of contract is a matter of law for the court to decide where, as here, the facts are not in dispute and where there is no evidence that reasonably supports the jury's finding. "[A]n action for breach of contract is an action at law." *Williams v. Riedman*, 339 S.C. 251, 259, 529 S.E.2d 28, 32 (Ct. App. 2000) (citing *Leahy v. Starflo Corp.*, 314 S.C. 546, 548, 431 S.E.2d 567, 568 (1993)). "In an action at law, on appeal of a case tried by a jury, the jurisdiction of this Court extends merely to the correction of errors of law, and a factual finding of the jury will not be disturbed unless a review of the record discloses that there is no evidence which reasonably supports the jury's findings." *Townes Assocs., Ltd. v. City of Greenville*, 266 S.C. 81, 85, 221 S.E.2d 773, 775 (1976); *conference Williams v. Riedman*, 339 S.C. 251, 259, 529 S.E.2d 28, 32 (Ct. App. 2000) (citations omitted).

This Court erred in the Subject Decision by finding that Erskine agreed that breach of contract was a question of fact for the jury to decide when it did not object to the special verdict form. This finding is in direct conflict with the Court's correct finding in "Law/Analysis" Section I regarding the verdict form. In that section, this Court held,

"... our court rules and case law do not provide that the use of a special verdict form precludes the grant of JNOV" citing to Rule 50(b), SCRCP ("Whenever a motion for a directed verdict made at the close of all the evidence is denied or for any reason is not granted, the court is deemed to have submitted the action to the jury subject to a later determination of the legal question raised by the motion. A party who has moved for a directed verdict may move to have the verdict and any judgment entered thereon set aside and to have judgment entered in accordance with his motion for a directed verdict . . .").

Thus, by the Court's own principled reasoning, use of a special verdict form did not preclude Erskine from moving for JNOV after its directed verdict motion was denied and the case was submitted to the jury using a special verdict form. Such a holding would render Rule 50, SCRCF inoperable every time a special verdict form is used, something which is not contemplated in "our court rules and case law."

Therefore, use of the special verdict form, does not infringe on the trial court's right to decide an action at law, as a matter of law, on a JNOV motion. Furthermore, the trial court properly granted Erskine's JNOV motion because there is no evidence which reasonably supported the jury's finding. Instead, the uncontroverted testimony of Crenshaw that he never requested a hearing on the grounds for his termination as required by the alleged contract, along with the stipulation by his counsel during argument on Erskine's directed verdict motion at the close of all evidence, confirm that the jury was wrong to find that Crenshaw did not breach the alleged contract, and therefore that the trial court was right to overturn the verdict and grant the JNOV. There being no error of law in the trial court's JNOV, there can be no reversal on appeal.

IV. The Court misapprehended the facts and law to determine that the jury could have properly found Erskine to have breached the alleged contract as held in Section II of its "Law/Analysis, "Implied Covenant of Good Faith and Fair Dealing."

The fact that use of the special verdict form does not convert a breach of contract from an action at law to a question of fact solely for the jury to decide renders the portion of the Court's holding regarding what the jury might have decided about the contract inapplicable. The question was one of law for the trial court to decide and it did so without committing any error of law. However, for the sake of issue and argument preservation, Erskine will address that portion of the holding.

A. The Court misapprehended and overlooked the unambiguous language of the alleged contract regarding Crenshaw's obligation to request a hearing in writing to review Erskine's grounds for termination of his employment.

The Subject Decision found that Crenshaw's one obligation under the contract was ambiguous through its statement that "[t]he jury as fact finders, could have found the language in the Manual and letter were confusing as to whether Crenshaw was required to specifically request or waive a hearing that had already been set." To start, the only document which Crenshaw alleges creates a contract is the Faculty Manual.³ (R. p. 21-24.) And, therefore, the only language at issue is that contained in the Faculty Manual, which states,

"The President will inform the tenured faculty member in writing of the dismissal and the grounds for it. The President will also advise the tenured faculty member of the right to a hearing before a faculty committee and will indicate the time and place of the hearing. . . The tenured faculty member will reply in writing to the President stating whether a hearing is desired, and the reply shall be not less than two weeks before the date set for the hearing."

(R. p. 1153.) This language is not ambiguous. It states that Crenshaw had a right to a hearing on the grounds for his termination and that if he wanted the hearing he had to notify the President in writing that he wanted the hearing. Having a right to a hearing and having to exercise that right in order to use it do not conflict with one another and are not ambiguous.

Pursuant to the Faculty Manual, the President notified Crenshaw that he had a right to a hearing, the time and place for the hearing, and that Crenshaw must request the hearing in writing not less than two weeks before the date set for the hearing. The President's letter restates this procedure by saying that Crenshaw has the right to the hearing unless he waives, i.e. he does not request it. This reference to a waiver does not make the requirement ambiguous. If anything it

³ Erskine's arguments in its Final Brief regarding the President's letter outlining the procedure as stated in the Faculty Manual are simply that the President's letter accurately restates the procedures outlined in the Faculty Manual.

helps to clarify that if Crenshaw did not request the hearing to which he was entitled, in writing, then he was deemed to have waived his right to the hearing. This meaning is straightforward. Crenshaw was required to request a hearing in order to exercise his right to it, and if he did not, then he waived the hearing. The fact that the procedure requires the hearing be scheduled has no effect on the right to the hearing and the requirement that Crenshaw request it. He has a right to a hearing. It is scheduled for a date and time. Crenshaw must exercise his right by telling the President in writing that he wants the hearing. If he doesn't, then there is no hearing. If he does, then the hearing takes place.

The analogy of this process to the right to vote clarifies that it is not ambiguous. If a person meets certain requirements such as age (in this case tenure) then that person has a right to vote at the date and time set for election (just as the time and date of a hearing on dismissal was set). However, the person must exercise his right to vote by registering to vote, i.e. stating his intention to exercise his right to vote (in this case notifying the President that the hearing is desired). If the person does not register to vote, then he cannot exercise his right to vote, and has waived his right to vote for that election. Erskine's procedure is not foreign, it is not uncommon, it is not ambiguous. Crenshaw failed to follow the simple procedure of requesting a hearing and thereby waived his right to the hearing just as if he had waived his right to vote by not registering.

- B. The Court overlooked or misapprehended facts and their impact, in finding that the jury could have found that Crenshaw did not breach his obligations to Erskine because the offer of early retirement was still pending when the President sent Crenshaw his letter outlining the grounds for dismissal and still pending (for one more day) on the date of the scheduled hearing on Crenshaw's dismissal.**

The Subject Decision overlooks or misapprehends that Crenshaw's only obligation under the alleged contract was to reply to the President in writing and request a hearing. As discussed herein, Crenshaw and his attorney have admitted that he breached this obligation.

Crenshaw and President Norman agreed that Crenshaw would choose one of the three options that they agreed to in their August 6th meeting by an August 8th deadline. The Subject Decision correctly points out that Crenshaw failed to choose one of those options by the deadline he agreed to. (Ex. A, p. 5.) Once Crenshaw failed to meet that deadline the Informal Proceedings stage of the termination process ended and President Norman had every right to move into the Formal Proceedings phase, which he did on August 12, by sending Crenshaw the grounds for his dismissal. The Faculty Manual does not specify the timing for moving from Informal Proceedings to Formal Proceedings. Therefore, President Norman's offer of an agreement outlining terms of Crenshaw's early retirement was after, and not a part of, the procedures and did not preclude the rest of the process from proceeding, which President Norman explained in essence to Crenshaw in their email exchanges between August 8 and August 12.

The fact that the 21-day consideration period for the agreement on terms of Crenshaw's early retirement did not expire until one day after the scheduled hearing on the grounds for dismissal is of no import. First, as just explained, Crenshaw had already failed to choose an option for resolving the matter by the agreed-upon deadline, and the Informal Proceedings ended at that time. Second, this finding ignores that the hearing was set "subject to adjustment upon reasonable request." (Ex. A, p. 5.) All Crenshaw had to do was request that the hearing be re-scheduled, which he did not do, and the pending agreement on early retirement did not prevent him from doing that. Third, this finding ignores that President Norman extended Crenshaw's time to consider the agreement by six days (to September 5) and that Crenshaw still never responded to the offer, and that President Norman gave Crenshaw another two days after the deadline before terminating his employment on September 7. (*Id.*) Erskine's early retirement agreement's 21-day consideration period does not excuse Crenshaw's non-performance of his contractual obligation.

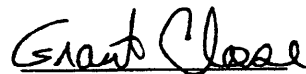
C. The Court misapprehended or overlooked that Crenshaw did not argue on appeal that any breach by him was immaterial and therefore that ground for reversal is not before this Court.

Crenshaw did not argue the immateriality of his breach and therefore this Court may not decide that issue. *See Connolly v. People's Life Ins. Co.*, 299 S.C. 348, 352, 384 S.E.2d 738, 740 (1989) (citations omitted) ("the Court of Appeals may not decide an issue neither presented to the circuit court nor raised by proper exception on appeal . . . [t]he Court of Appeals itself has recognized that issues either not raised to the trial court or by proper exception on appeal present no question for appellate determination"); *Jinks v. Richland County*, 355 S.C. 341, 345, 585 S.E.2d 281, 283, n. 3 (2003) ("In its Statement of Issues on Appeal, County also asserts the lower court erred by failing to grant its motions for a directed verdict and judgment notwithstanding the verdict on the basis of sovereign immunity. Since County failed to argue this issue in the body of its brief, the issue is deemed abandoned") (internal citations omitted). It was error to base any part of the Subject Decision on this issue not before the Court.

V. Conclusion

For the foregoing reasons the Court should grant Erskine's Petition for Rehearing, and substitute the Subject Decision with an opinion affirming the Judgment in Erskine's favor.

Respectfully submitted this 9th day of August, 2018.



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EXHIBIT A

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

William Crenshaw, Appellant,

v.

Erskine College and David A. Norman, Respondents.

Appellate Case No. 2015-002090

Appeal From Abbeville County
Eugene C. Griffith, Jr., Circuit Court Judge

Opinion No. Op. 5571
Heard February 14, 2018 – Filed June 27, 2018

REVERSED

E. Charles Grose, Jr., of Grose Law Firm; and Robert J. Tinsley, Sr. and Robert Jamison Tinsley, Jr., both of Tinsley & Tinsley, P.C., all of Greenwood, for Appellant.

Thomas H. Keim, Jr. and Leland Grant Close, III, both of Ford & Harrison, LLP, of Spartanburg, for Respondents.

LOCKEMY, C.J.: William Crenshaw appeals the trial court's order granting Erskine College's (Erskine) motion for judgment notwithstanding the verdict (JNOV). We reverse.

FACTS/PROCEDURAL BACKGROUND

Crenshaw was a tenured professor at Erskine. On September 24, 2010, a student in Crenshaw's English class who had fallen in an athletic team practice earlier that

morning became disoriented and lethargic. Crenshaw—a former paramedic—called Robyn Agnew, Erskine's Vice President for Student Services, to inform her of the situation and requested she call an ambulance. After the ambulance arrived, Crenshaw and members of Erskine's athletic training staff disagreed over whether the student should be transported to the hospital.

Following the incident, Crenshaw and Erskine's Head Athletic Trainer, Adam Weyer, engaged in an email exchange. Crenshaw suggested Erskine scrutinize the athletic department's protocol for handling emergency medical situations. Crenshaw asserted the athletic department's protocol of having student athletes report to athletic trainers before they see doctors endangers students. Crenshaw further alleged the trainers erred in delaying emergency medical transport for the injured student in his class. Weyer accused Crenshaw of "taking the matter into his own hands" and not following athletic department concussion protocol of contacting athletic training personnel before calling for an ambulance.

As a result of the ambulance incident and its aftermath, Weyer filed a grievance against Crenshaw. Weyer accused Crenshaw of violating athletic department protocol and making slanderous remarks both online and in class regarding the athletic training staff. Weyer's grievance was cosigned by Mark Peeler, Erskine's Athletic Director. Gid Alston, the Chair of Erskine's Department of Health and Human Performance, also filed a grievance against Crenshaw. Alston accused Crenshaw of potentially harming the image of the athletic training program by slandering Erskine's athletic trainers.

The grievances were forwarded to Erskine's faculty grievance committee to mediate the dispute. Following a meeting, the committee determined it could not formulate a mediation plan and sent the grievances to Erskine Dean Brad Christie. Weyer, Peeler, and Alston declined Christie's offer to mediate, and the matter was forwarded to Erskine President David Norman for adjudication.

In November 2010, Norman appointed a special faculty grievance committee to help adjudicate the matter. Norman requested the committee assess Crenshaw's behavior in handling the emergency situation and his professionalism and collegiality during and following the situation. Crenshaw gave a statement to the committee, denied the allegations against him, and agreed to answer any questions. Following two meetings, the committee determined it was unable to help resolve the situation and returned the matter to Norman. Thereafter, Norman began the process of terminating Crenshaw's employment based on (1) Crenshaw's conduct

during and after the ambulance incident¹; (2) Crenshaw's "obstructionist actions" before the grievance committee²; and (3) Crenshaw's disparaging remarks about Erskine on his blog³.

Pursuant to Erskine's Faculty Manual (the Manual), the procedure for terminating a tenured faculty member's employment for cause begins with "Preliminary Proceedings." Preliminary proceedings require the President to seek to resolve the matter with the faculty member in private and states if the matter is not resolved by mutual consent then the President will formulate a statement describing the grounds for dismissal.

The second step in the procedure is titled "Formal Proceedings." The formal proceedings step states:

The President will inform the tenured faculty member in writing of the dismissal and the grounds for it. The President will also advise the tenured faculty member of the right to a hearing before a faculty committee and will indicate the time and place of the hearing. In fixing the time and place of the hearing, the President will allow sufficient time for the tenured faculty member to prepare a defense. The President will inform the tenured faculty member of the procedural standards set forth here.

¹ Norman found Crenshaw attempted to assert control over a situation in which his authority was subordinate to the EMS personnel and Christie.

² Norman found Crenshaw exhibited "bullying behavior" and "contempt" for the committee. Norman noted Crenshaw's actions before the committee evidenced a pattern of refusing to respect the legitimate authority of the committee, and a volatility that created a hostile working environment.

³ Norman found Crenshaw demonstrated his disloyalty to Erskine by posting the following statement on his blog:

I think this site does accomplish three things. First . . . This is a means to an end. The end are [sic] the other two accomplishments: second, people are encouraged to quit donating to Erskine and to quit sending their kids until all this is straightened up.

The tenured faculty member will reply in writing to the President stating whether a hearing is desired, and the reply shall be not less than two weeks before the date set for the hearing.

Crenshaw acknowledged these procedures were part of the Manual, which constitutes the contract at issue.

Crenshaw proceeded to teach during the spring 2011 semester. In August 2011, Norman initiated the for cause termination process in the Manual. Norman wrote a letter to Crenshaw on August 5, 2011, introducing the preliminary proceedings. Norman then met with Crenshaw on August 6, 2011, in an attempt to resolve the matter. Norman began the meeting by reading the August 5 letter to Crenshaw, which stated Norman's hope they could resolve the issues by mutual consent, but if they could not, then Norman would provide a statement describing the grounds for Crenshaw's dismissal. Norman offered Crenshaw conditions, consisting of three sets of apologies, which if met would allow him to remain employed. Crenshaw and Norman also discussed severance pay in exchange for Crenshaw's early retirement. Crenshaw and Norman agreed Crenshaw would discuss the early retirement option with his wife and make a decision by 5:00 p.m. on August 8, 2011. The meeting ended with Norman outlining Crenshaw's three options: (1) agree to apologize; (2) go to step two, i.e., formal proceedings for termination at which Norman would outline the grounds for termination; or (3) accept the early retirement offer.

Just before the agreed-upon deadline to decide between the three options, Crenshaw informed Norman that he and his attorney were willing to discuss the issue of his early retirement. Norman was unsure whether this response was a yes or no but treated it as acceptance of the offer. He responded he would draft an agreement for the early retirement and a proposed announcement for Crenshaw's approval to prompt a commitment from Crenshaw if he was in fact serious about retiring.

The next day, Norman sent Crenshaw a draft agreement for an early retirement payment and a proposed announcement of Crenshaw's retirement. Crenshaw responded that announcing his retirement was premature because he was still considering the severance agreement, which provided up to twenty-one days to consider. Norman responded that Crenshaw could indeed take the entire twenty-one day period to consider the early retirement agreement. However, because

Norman had already informed Crenshaw in the August 6 meeting Crenshaw would not be teaching that semester, he provided Crenshaw with an alternative announcement to Erskine's faculty and staff that Crenshaw would not be teaching in the fall and that he and Norman were discussing his future with Erskine. Crenshaw responded that he disagreed with his removal from the classroom for the semester. Crenshaw's response also confirmed he had not yet made a decision on the options he agreed to in the August 6, 2011 meeting.

Because Crenshaw failed to choose one of the agreed-upon options by the fourth day after the deadline, Norman moved to formal proceedings and sent Crenshaw a statement of the grounds for his dismissal on August 12, 2011. Norman's letter informed Crenshaw of his right to a hearing, stating:

You have a right under College policy to a full hearing before a faculty committee. Unless you waive your right to a hearing, it shall be held on August 29th at 9 [a.m.] in the Chestnut Room. This schedule is subject to adjustment upon reasonable request. As also stated in the handbook, you will reply to this letter in writing, stating whether this hearing is desired. This reply shall not be less than two weeks before the date set for the hearing.

Crenshaw did not request a hearing. Norman never appointed a faculty committee for the termination hearing but waited for Crenshaw at the appointed time and place for the scheduled hearing. Crenshaw did not appear.

While the formal proceedings were ongoing, the timeline for the offer of early retirement was also running. The original twenty-one day consideration period expired on August 30, 2011, without an acceptance or rejection of the offer by Crenshaw. Norman extended Crenshaw's time to respond to the early retirement offer by six days with a new deadline of September 5, 2011, and communicated this to Crenshaw's attorney. Crenshaw did not respond to the early retirement offer by September 5, 2011. After the extended deadline to accept the early retirement offer expired, and because Crenshaw had not made a timely demand for the hearing, Norman terminated Crenshaw's employment on September 7, 2011.

On June 6, 2012, Crenshaw filed a complaint against Erskine and Norman alleging (1) wrongful discharge, (2) breach of contract, and (3) intentional infliction of emotional distress. Erskine and Norman subsequently filed an answer denying Crenshaw's allegations.

On March 28, 2014, Erskine and Norman filed a motion for summary judgment on all of Crenshaw's claims. The trial court denied the motion. Prior to trial, Erskine and Norman filed a second motion for summary judgment on Crenshaw's wrongful discharge claim. During arguments on the motion, Crenshaw conceded his wrongful discharge claim was the same as the breach of contract claim and the two claims were merged.

A jury trial was held June 8 through 11, 2015. At the close of Crenshaw's case, Erskine and Norman moved for directed verdicts on all of Crenshaw's claims. The trial court granted the directed verdict motions on all claims as to Norman but denied the motions as to Erskine. At the close of Erskine's case, Erskine renewed its directed verdict motions, and the court granted Erskine a directed verdict as to the intentional infliction of emotional distress claim. Thereafter, the breach of contract claim was submitted to the jury. The jury, by special verdict form, found (1) Crenshaw did not breach his obligation under the contract and (2) Erskine did breach its obligation under the contract. The jury awarded Crenshaw \$600,000 in damages.

Following the verdict, Erskine filed a motion for JNOV and in the alternative for a new trial. Following a hearing, the trial court granted Erskine a new trial. Erskine subsequently filed a Rule 59(e), SCRCP, motion seeking clarification as to whether the court had denied the JNOV motion in order to preserve the issue for appeal. Crenshaw also filed a Rule 59(e) motion seeking to have the jury's verdict reinstated.

On August 24, 2015, the trial court issued an order (1) vacating its prior order granting a new trial and (2) granting Erskine's JNOV motion. The court found Crenshaw failed to comply with the terms of the contract and request a hearing; therefore, he could not recover on a breach of contract claim in which he failed to fulfill the obligations of the contract and consequently breached the contract. The court denied Crenshaw's Rule 59(e), SCRCP, motion. Crenshaw appeals.

STANDARD OF REVIEW

When reviewing the trial court's ruling on a directed verdict or JNOV motion, this court must apply the same standard as the trial court "by viewing the evidence and all reasonable inferences in the light most favorable to the nonmoving party." *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 27-28, 602 S.E.2d 772, 782 (2004). The trial court must deny a motion for a directed verdict or JNOV if the evidence yields

more than one reasonable inference or its inference is in doubt. *Strange v. S.C. Dep't of Highways & Pub. Transp.*, 314 S.C. 427, 429-30, 445 S.E.2d 439, 440 (1994). Moreover, "[a] motion for JNOV may be granted only if no reasonable jury could have reached the challenged verdict." *Gastineau v. Murphy*, 331 S.C. 565, 568, 503 S.E.2d 712, 713 (1998). In deciding such motions, "neither the trial court nor the appellate court has the authority to decide credibility issues or to resolve conflicts in the testimony or the evidence." *Welch v. Epstein*, 342 S.C. 279, 300, 536 S.E.2d 408, 419 (Ct. App. 2000). This court will reverse the trial court's ruling only if no evidence supports the ruling below. *RFT Mgmt. Co. v. Tinsley & Adams LLP*, 399 S.C. 322, 332, 732 S.E.2d 166, 171 (2012).

LAW/ANALYSIS

I. Verdict Form

Crenshaw argues the trial court erred in granting Erskine's JNOV motion. Crenshaw asserts a jury verdict based on a special verdict form precludes a grant of JNOV. We find this issue unpreserved.

Although Crenshaw maintains he asked the trial court to give deference to the jury's verdict, he did not specifically assert the use of a special verdict form precluded the grant of JNOV. Accordingly, this argument is not preserved for our review. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."); *id.* ("[A]n objection must be sufficiently specific to inform the trial court of the point being urged by the objector.").

Even assuming this issue was preserved, we note our court rules and case law do not provide that the use of a special verdict form precludes the grant of JNOV. *See* Rule 50(b), SCRPC ("Whenever a motion for a directed verdict made at the close of all the evidence is denied or for any reason is not granted, the court is deemed to have submitted the action to the jury subject to a later determination of the legal questions raised by the motion. A party who has moved for a directed verdict may move to have the verdict and any judgment entered thereon set aside and to have judgment entered in accordance with his motion for a directed verdict . . .");

Smith v. Ridgeway Chemicals, Inc., 302 S.C. 303, 305, 395 S.E.2d 742, 743 (Ct. App. 1990) ("[A JNOV] motion is available to one suffering an adverse ruling of

the jury only when the same issues were submitted to the judge at the directed verdict stage.").

II. Implied Covenant of Good Faith and Fair Dealing

Crenshaw argues Erskine breached the implied covenant of good faith and fair dealing by (1) suspending Crenshaw; (2) failing to identify any grounds for terminating Crenshaw during the August 6th meeting; (3) failing to comply with the preliminary proceedings provision in the Manual; (4) terminating the preliminary proceedings prior to the expiration of the 21-day consideration period for the offer of early retirement; (5) failing to comply with the formal proceedings; (6) failing to give Crenshaw a meaningful opportunity for a fair hearing; and (7) failing to give Crenshaw sufficient time to prepare a defense. We agree.

"There exists in every contract an implied covenant of good faith and fair dealing." *Adams v. G.J. Creel & Sons, Inc.*, 320 S.C. 274, 277, 465 S.E.2d 84, 85 (1995).

The Manual provides "[t]he President will . . . advise the tenured faculty member of the right to a hearing before a faculty committee and will indicate the time and place of the hearing The tenured faculty member will reply in writing to the President stating whether a hearing is desired" This requirement was also specified in the statement of grounds for dismissal and its cover email sent by Norman to Crenshaw. The letter outlining the grounds for dismissal stated:

You have a right under College policy to a full hearing before a faculty committee. Unless you waive your right to a hearing, it shall be held on August 29th at 9 a.m. in the Chestnut Room. This schedule is subject to adjustment upon reasonable request. As also stated in the handbook, you will reply to this letter in writing, stating whether this hearing is desired. This reply shall not be less than two weeks before the date set for the hearing.

The jury, by special verdict form, was asked (1) whether Crenshaw breached his obligation under the contract and (2) whether Erskine breached its obligation under the contract. The jury found Crenshaw did not breach his obligation and Erskine did breach its obligation. Thereafter, the trial court granted Erskine's JNOV motion, finding Crenshaw failed to comply with the terms of the contract and request a hearing; therefore, he could not recover on a breach of contract claim

where he failed to fulfill the obligations of the contract and consequently breached the contract.

We find the trial court erred in granting Erskine's JNOV motion. By submitting the special verdict form to the jury, without objection, the parties agreed it was a question of fact as to whether the contract was breached. The jury, as fact finders, could have found the language in the Manual and letter were confusing as to whether Crenshaw was required to specifically request or waive a hearing that had already been set. The jury could have also determined Crenshaw did not breach his obligations to Erskine because the offer for early retirement was still pending when Crenshaw received Norman's letter and remained pending until the day after the scheduled hearing. Finally, even assuming the contract required a reply from Crenshaw, the jury could have determined Crenshaw's breach was immaterial. Accordingly, we reverse the grant of JNOV.⁴ See *Strange*, 314 S.C. at 429-30, 445 S.E.2d at 440 (holding the trial court must deny a motion for a directed verdict or JNOV if the evidence yields more than one reasonable inference or its inference is in doubt); *Gastineau*, 331 S.C. at 568, 503 S.E.2d at 713 ("A motion for JNOV may be granted only if no reasonable jury could have reached the challenged verdict.").

CONCLUSION

The trial court's order granting Erskine's motion for JNOV is

REVERSED.

WILLIAMS and KONDUROS, JJ., concur.

⁴ Erskine argues Crenshaw's argument regarding a breach of the implied duty of good faith and fair dealing is not preserved because he failed to raise it in either (1) his response to Erskine's motion, (2) his arguments at the hearing on Erskine's motion, or (3) his motion to alter or amend the order granting Erskine a new trial. Crenshaw asserts he argued throughout the trial and during the post-trial proceedings that Erskine violated its duty of good faith to Crenshaw. We find Crenshaw's argument is preserved. While he did not explicitly cite case law regarding the implied covenant of good faith and fair dealing, Crenshaw did assert at trial Erskine violated the duty of good faith by jumping between the stages of termination: "[I]t shows a lack of good faith, the fact that they are jumbling these stages and give him two days to respond or three, I guess, less than three days, weekend days."

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ABBEVILLE COUNTY
Eugene C. Griffith, Jr., Circuit Court Judge

Court of Appeals Case No. 2015-002090

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SC Court of Appeals

William Crenshaw Appellant,

v.

Erskine College and David A. Norman Respondents.

CERTIFICATE OF SERVICE OF
PETITION FOR REHEARING

I certify that I have served the Petition for Rehearing on August 9, 2018 by placing
a copy in the United States Mail, postage prepaid, addressed to:

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The South Carolina Court of Appeals

William Crenshaw, Appellant,

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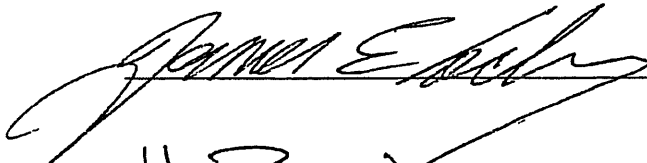
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ORDER

S.C. SUPREME COURT

After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.

 C.J.
 J.
 J.

Columbia, South Carolina

cc:

Robert J. Tinsley, Sr., Esquire
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Leland Grant Close, III, Esquire
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FILED

Sept. 20, 2018
Appendix 1585