

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA

DR. RACHEL TUDOR,)	
)	
Plaintiff,)	
)	
v.)	Case No. 5:15-CV-00324-C
)	
SOUTHEASTERN OKLAHOMA)	
STATE UNIVERSITY,)	
)	
and)	
)	
THE REGIONAL UNIVERSITY)	
SYSTEM OF OKLAHOMA,)	
)	
)	
Defendants.)	

**PLAINTIFF DR. TUDOR’S MOTION
AND INCORPORATED BRIEF FOR RECALCULATION OF DAMAGES**

I. FRONT PAY SHOULD BE RECALCULATED AT \$317,174.74.

**A. The Tenth Circuit Opinion Requires Use of Annual Compensation Amounts
From the Date of Verdict Through Reinstatement.**

In its Opinion and Order of September 13, 2021 [ECF 357], the Tenth Circuit directed as follows:

Accordingly, we reverse the \$60,040.77 front pay award and remand for the district court to recalculate front pay consistent with this opinion including the annual compensation amount, the cutoff date and any other matters in mitigation.

Id. at 35. In Exhibit 1, Dr. Tudor has provided the annual compensation amounts that she would have received during the period November 17, 2017,¹ the date of the verdict, through November 1, 2021, the date on which she has been reinstated by Defendants. See Exhibit 1.

¹ Tenth Circuit noted that, while front pay technically begins at the date of judgment in June 2018, it is the district court’s responsibility under its equitable power and discretion to add an additional amount to the front pay award beginning at the close of evidence in November 2017 when backpay ceased, to account for that gap. Id. at 37.

Exhibit 1 follows the ruling of the Tenth Circuit in its calculations. Previously, this Court had determined that the appropriate time period was 14 months, based on Dr. Tudor's ability to obtain a position at Collin College, and that the annual compensation amount was appropriately calculated at \$51,463.52. However, the Tenth Circuit found these determinations to be in error, noting that:

[T]he amount used by the court as the front pay annual compensation rate was verifiably incorrect and [] her untenured position at Collin College was not substantially equivalent to a tenured professorship at Southeastern.

Id. at 36. Therefore, the use of the 14 month period was in error. Id. at 45-46. The Tenth Circuit also noted that the annual compensation amount for 2017-2018 should be closer to \$74,000. Id. at 44, n. 17. As set forth in Exhibit 1, the 14 month period has been removed, and the annual compensation amount tracks the Tenth Circuit's estimate more closely, with appropriate increases for years subsequent to the 2017-2018 academic year. Exhibit 1 includes the annual compensation rate (Columns C through G, totaled in Column H), for the periods listed in Column B, discounted in Column I, with cumulative amounts in Column J. The total front pay calculated by this method is \$317,174.74.

Exhibit 1 was produced by the use of Southeastern's "salary card" and benefits spreadsheet, both of which have been authenticated by Dr. Cotter-Lynch See Exhibit 2 ¶ 5(a) (previously submitted declaration authenticating salary card, attached thereto as Exhibit A); id. ¶ 7(a) (authenticating benefits spreadsheet, attached thereto as Exhibit B). At the time of her termination in May 2011, Southeastern paid Tudor a salary of \$51,279 per year not accounting for summer courses, class overages, traditional and professor benefits, or retirement (Exhibit 3 ¶ 6, previously submitted declaration of Dr. Tudor). Tudor's base salary was computed on "salary card," wherein her degree, seniority (termed "experience"), and rank were key factors. Id. If Tudor had not been

illicitly denied tenure, her salary would have, at the very least, closely tracked that of Dr. Cotter-Lynch (Exhibit 3 ¶ 9).

Dr. Tudor would also have had the opportunity to teach summer courses and class overages, both of which significantly boost salary. Most tenured professors at Southeastern have the opportunity to teach summer courses, which are compensated at a rate of \$3,700 per course (Exhibit 3 ¶ 6(b)(iii)). Additionally, most tenured professors also have the opportunity to teach class overages—an extra class beyond the required four during the Fall or Spring terms—which are compensated at a rate of \$2,100 per course (*id.* ¶ 6(b)(ii)). If an evidentiary hearing were held, Tudor would attest that she would have at the very least taken on one class overage and one summer course per year (Exhibit 3 ¶(b)–(c)). Lastly, the retirement contributions Tudor would be due from Southeastern are significantly affected by the above noted adjustments to her base salary. Under Southeastern’s current benefit scheme, Southeastern contributes 7% of all wages and fringe benefits that exceed \$25,000 per year. See Exhibit 3 at appended Exhibit B. Thus, as Tudor’s projected salary increases, so too do Southeastern’s contributions increase.

Any uncertainties in calculation should be construed in Dr. Tudor’s favor. *Abuan v. Level 3 Commc’ns, Inc.*, 353 F.3d 1158, 1180 (10th Cir. 2003) (quoting *Prudential*, 763 F.2d at 1173 (“[T]he mere fact that damages may be difficult of computation should not exonerate a wrongdoer from liability. The most elementary conceptions of justice and public policy require that the wrongdoer shall bear the risk of the uncertainty which his own wrong has created.”)); *Metz v. Merrill Lynch*, 39 F.3d 1482, 1494 (10th Cir. 1994) (“uncertainty in determining what an employee would have earned but for discrimination should be resolved against the employer”) (cleaned up); *id.* (employee’s own testimony regarding front pay damages is adequate evidence to support claim).

B. Dr. Tudor Made Reasonable Attempts At Mitigation of Damages

Dr. Tudor's efforts to mitigate her damages were reasonable under the circumstances, and it would be Defendants' burden to show that they were not. *Acrey v. Am. Sheep Indus. Ass'n*, 981 F.2d 1569, 1576 (10th Cir. 1992). Dr. Tudor made many attempts to obtain alternate employment after the Court denied reinstatement. Submitted herewith as Exhibit 4 is the Declaration of Dr. Tudor detailing her applications to 162 institutions of higher education after denial of reinstatement. Trial testimony and other evidence shows that, despite diligent efforts, Tudor had little chance of obtaining a tenured professorship at any other institution. Dr. Parker's and Dr. Cotter-Lynch's testimony shined a light on the double-bind Tudor found herself in. Most schools would likely deem Tudor's tenure denial from Southeastern as disqualifying her for tenure-track jobs (Exhibit 5 at 332–33). Even if a school did not deem the tenure denial disqualifying, given Tudor's long work history at Southeastern, she would likely be deemed too advanced for tenure-track jobs (Exhibit 5 at 277). Because Tudor could not get any tenure-track job, she had no means of securing a job equivalent to the one the jury held she was illicitly denied. Testimony from Southeastern employees aligned with Parker's testimony. For example, Dr. Scoufos testified that tenure denial and ejection from one university almost always marks the end of one's career as a university professor and ruins a professor's professional reputation (Exhibit 6 at 596). Dr. Spencer also testified that denial of tenure puts one's entire career in jeopardy (Exhibit 7 at 437; *id.* at 434). Tudor's mitigation efforts also evidence that it was unrealistic for her to obtain an equivalent tenured position at another university. Since her termination from Southeastern in May 2011, Tudor applied to more than one-hundred universities and colleges, seeking tenure-track positions where available (see, e.g., Exhibit 3 ¶ 4(b)). In roughly eight years of searching for a job, Tudor was only able to obtain one year-to-year contract position with Collin College, a two-year

community college that does not offer tenure (Exhibit 3 ¶ 4(b)). Tudor continued to apply for tenure track jobs while she was at Collin College and after Collin non-renewed her contract (id.). Tudor also continued to apply for new jobs and follow up on other outstanding applications after the trial (id. ¶ 3(a) and Exhibit 4. Dr. Tudor was born in Oklahoma and received her doctorate from the University of Oklahoma (Exhibit 3 ¶ 4(d)(ii)). Persons with Tudor's background, roots, and school-network predominantly live and work in Oklahoma (id.). Even though Tudor has cast a wide net, her best chance of a new job was at a university in Oklahoma (id. ¶ 4(d)(iii)), a path closed to her until the Tenth Circuit's ruling.

C. The Discount Rate Is Appropriately Set at 1.5%.

Dr. Tudor has reduced the requested front pay to present value by adopting a modified net discount rate. A net discount rate is a means to adjust a lump sum award, accounting for the difference that investing that award in the market makes as well as the effects of inflation will have on the net amount. To calculate the net discount rate, one takes the prevailing interest rate and subtracts from it the rate of inflation; the resulting figure is the net discount rate. The future lump sum is then multiplied by the net discount rate, thereby reducing the award by a value that approximates the effects of both inflation and investment. *Hoskie v. United States*, 666 F.2d 1353, 1355 n.2 (10th Cir. 1981) (explaining calculation method of net discount rate). At present, the rate of inflation in the United States is 5.4%. See Exhibit 8 (excerpt from Bureau of Labor Statistics report). At present, the prevailing interest rate on Treasury backed marketable debt is 1.470%. See Exhibit 9 (U.S. Treasury report). The difference between the rate of inflation and the interest rate is a negative number. If applied, this negative net discount rate would increase rather than reduce the lump sum award due to Tudor. Therefore, it would be appropriate to adopt a modified net interest rate of +1.5% rather than -0.096%. A net discount rate of +1.5% falls within the range

approved by the 10th Circuit in other cases. See, e.g., *Hull by Hull v. United States*, 971 F.2d 1499, 1511–12 (10th Cir. 1992) (observing that courts typically employ a 1– 3% net discount rate).

II. BACK PAY SHOULD BE RECALCULATED.

This Court found that the jury could have awarded a measure of back pay. ECF 292 at 4. Therefore, the Court awarded Plaintiff \$60,040.77 in back pay, based on the 14 month time period until which Dr. Tudor was able to find the lesser job at Collin College, and based on the approximately \$51,000 this Court found to be Dr. Tudor’s salary. *Id.* The Tenth Circuit’s Opinion addressed the issue of back pay, noting,

Although we grant Dr. Tudor reinstatement, she is also entitled to monetary damages for the period that she would have worked at Southeastern as a tenured professor had she been granted tenure when she applied in 2009-10 until the time of her reinstatement (subject, of course, to mitigation obligations and cutoffs).

ECF 357 at 35. The Tenth Circuit also noted that the annual compensation figure used by this Court should have been higher, approximately \$74,000. *Id.* at 44, n. 17. “The district court’s front pay award was premised upon an annual compensation of \$51,463.52. This figure is clearly erroneous, and it was reversible error to rely on it.” *Id.* at 41. Plaintiff has calculated the amounts referenced by the Tenth Circuit in the spreadsheet attached as Exhibit 11. Exhibit 11 shows that, based on the time periods and amounts referenced by the Tenth Circuit, the back pay figure for Dr. Tudor is \$496,909.62. See Exhibit 10.

Dr. Tudor had mitigation income at Collin College for the years 2011 through 2016 of \$276,677 as follows:

2011-2012	\$51,184
2012-2013	\$52,720
2013-2014	\$54,829
2014-2015	\$58,022
2015-2016	\$59,922

TOTAL	\$276,677
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See ECF 270-6 (setting forth salary amounts for Collin College). After mitigation, Dr. Tudor would be entitled to \$220,232 in back pay damages. Dr. Tudor respectfully requests that the backpay damages be recalculated as figured by the Tenth Circuit in its Opinion.

III. INCLUSION OF PRE-JUDGMENT AND POST-JUDGMENT INTEREST AND TAX OFFSET AMOUNTS IS APPROPRIATE.

As set forth in Dr. Tudor's separately filed motion for pre-judgment and post-judgment interest and tax offset amounts, ECF 371. Dr. Tudor requests that the recalculated damages include pre-judgment interest, post-judgment interest and tax offset amounts.

IV. CONCLUSION

For the foregoing reasons, Dr. Tudor respectfully requests that the Court recalculate her damages as set forth herein.

November 2, 2021

Respectfully submitted,

/s/ Jillian T. Weiss

Jillian T. Weiss

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Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on November 2, 2021, I electronically filed a copy of the foregoing with the Clerk of Court by using the CM/ECF system, which will automatically serve all counsel of record.

/s/ Jillian T. Weiss
Jillian T. Weiss (Pro Hac Vice)

Exhibit 1

Exhibit 2

DECLARATION OF DR. MEG COTTER-LYNCH

1. I am a full professor with tenure at Southeastern Oklahoma State University (“Southeastern”). As a full professor with tenure, I am considered a senior member of the English, Humanities, and Languages’ Department (“English Department”).
2. I am also the Director of Southeastern’s Honor’s Program. As Honors Director, I am considered both a member of Southeastern’s faculty as well as a member of the Southeastern administration.
3. I am also a member and former president of Southeastern’s chapter of the American Association of University Professors (“AAUP”). AAUP is a national nonprofit. AAUP’s mission is to advance academic freedom and shared governance; to define fundamental professional values and standards for higher education; to promote the economic security of faculty, academic professionals, graduate students, post-doctoral fellows, and all those engaged in teaching and research in higher education; to help the higher education community organize to make our goals a reality; and to ensure higher education’s contribution to the common good.
4. **AAUP Conference at Southeastern.**

- a. Southeastern's AAUP chapter is hosting a statewide conference on campus on March 10, 2018. The theme of this conference is "Values and the University: Academic Freedom and Shared Governance."
- b. This AAUP conference is a major and important convening for Southeastern—only one of two major conferences Southeastern regularly hosts on campus, and to which the entire Southeastern faculty is invited. The event draws invited speakers from other universities in Oklahoma as well as outside of the state. The event is funded in part by Southeastern and in part from funds received from AAUP's Assembly of State Conferences.
- c. It is my understanding that Southeastern's AAUP chapter put out a competitive call for proposals, seeking presenters for the conference. In response to that call, Dr. Tudor submitted a proposal which was subsequently accepted.
- d. I believe that Dr. Tudor's invitation to speak at the AAUP conference reflects the Southeastern faculty's support of Tudor as well as our desire for Tudor to rejoin our community.
- e. I believe that Dr. Tudor's invitation to speak at the AAUP conference is clear evidence that Tudor is welcome on the Southeastern campus.

f. I believe that Dr. Tudor's invitation to speak at the AAUP conference shows that the Southeastern faculty value Tudor and believe that Tudor can positively contribute to the Southeastern community.

5. My current salary and benefits.

- a. For calendar year 2017, my Southeastern salary was \$75,072.69. My total salary is calculated using Southeastern's "salary card" (a true copy is attached hereto as **Exhibit A**) plus I receive additional compensation for my administrative duties.
- b. For calendar year 2017, I received "traditional fringe benefits" amounting to approximately \$7,916.52.
- c. For calendar year 2017, I received additional "professor fringe benefits" amounting to at least \$6,328.87.

6. Calculating current salary at Southeastern.

- a. **Card Salary.** Base salary at Southeastern is calculated through the "salary card" which is periodically revised. Factors pertinent to salary calculation are as follows: Degree level (A), Rank (B), and Experience (C). Additionally, Southeastern gives me additional compensation for performing administrative duties, which are currently calculated as follows: \$2,190 + 10% of the total of my other "salary card" components (Degree, Rank, and Experience).

b. *Above salary card compensation.* The Southeastern “salary card” sets forth basic compensation expectations. However, there are additional factors that may increase the ultimate salary paid to a professor. For example,

i. *Negotiating “above card” rates.* Southeastern’s “salary card” sets forth the baseline salary expectation at Southeastern. However, many Southeastern professors negotiate rates higher than the salary card for their baseline compensation. In my opinion, the “salary card” rate should be viewed as the *minimum* compensation level expected by Southeastern professors.

ii. *Class overloads.* The standard expectation is that Southeastern professors are required to teach four classes in the Fall and Spring semesters. However, professors can elect to teach extra classes, which is known as an “overload.” Southeastern pays professors with doctorate degrees \$2,100 per overload class. Many Southeastern professors take on overload classes to make extra money. It is not unusual for tenured professors at Southeastern to teach more than one overload class each academic year. In my opinion, it is reasonable to expect that a tenured Southeastern professor

who desires to will teach at least one overload class per academic year.

iii. *Summer classes.* Southeastern has a Summer term. Professors that elect to teach summer classes are paid \$3,700 per class. Many Southeastern professors teach summer courses to make extra money. It is not unusual for a professor to teach one or two summer classes each year. For example, English Department professor Dr. Jani Barker regularly teaches three summer courses. In my opinion, it is reasonable to expect that a tenured Southeastern professor who desires to will teach at least one Summer course per academic year.

7. Calculating benefits at Southeastern.

a. *Traditional fringe benefits* are benefits that all full-time Southeastern employees receive, including health insurance, dental insurance, vision insurance, retirement contributions, and tuition assistance. Based on my knowledge of these benefits and documentation supplied to me by Southeastern's Human Resources office, including a summary sheet appended hereto as Exhibit B, I calculate the value of those benefits as follows: health insurance (\$6,645.72 per year); dental insurance (\$442.32 per

year); vision insurance (\$78.48 per year); and tuition assistance (\$750 per year). In addition, I receive other fringe benefits for which I do not know how to value, including but not limited to: retirement benefits, worker's compensation insurance, disability insurance, and unemployment insurance.

b. Professor fringe benefits are benefits that all Southeastern professors receive (but non-academic employees do not receive), including but not limited to desk copy books from publishers, user license for academic databases JSTOR and EBSCOhost, user license for Zoom conferencing, user license for five personal devices for Microsoft Office 365, conference and research travel support, university merit award bonuses, and institutional affiliation status which allows me to apply for external funding for specialized research and travel grants. I estimate that my professor fringe benefits for calendar year 2017 were as follows: desk copies (\$200), academic databases (\$3,099¹), Zoom

¹ I base this estimate upon the following: Southeastern maintains institutional licenses with both JSTOR and EBSCOhost, and all Southeastern professors are granted credentials to use these databases as a benefit of our employment. If I were to purchase a private JSTOR license (less content than Southeastern's license, but the only market option available), it would cost me \$99 per year. Unfortunately, EBSCO does not offer any private licenses. If I were to try to replicate the resources provided by EBSCO on the open market, I believe it would reasonably cost \$3000 per year. To replicate the EBSCO sources that I would typically use in a year, I would likely need to subscribe to at least 10 journals, buy at least 15 articles, and buy at

conferencing (\$179.88 per year), Microsoft Office 365 license (\$99.99 per year), Southeastern conference and research travel support (varies, but average is \$1,500 per year), university merit award bonuses (varies by year, but approximately \$500 in calendar year 2017), and external funding (varies, but average is \$750 per year).

8. Work Life Expectancy at Southeastern.

- a. There is no mandatory retirement age at Southeastern.
- b. Because there is no mandatory retirement age, many Southeastern professors choose to work into their seventies and beyond.
- c. Even after Southeastern professors retire from full-time teaching, many return to teach classes, which is an additional source of income on top of the retirement package provided by Southeastern. For example, President Emeritus Jesse Snowden is currently ~80 years old and retired from Southeastern in 2008, but he continued to teach classes at Southeastern until 2016. Additionally, Dr.

least 20 books. In my discipline, most journals charge a yearly subscription of \$100 or greater, most journals charge between \$20 and \$70 per article (with a mean price of \$50 per article), and the mean of most books is \$50.

George Collier is in his 80s, has officially retired, but still teaches classes at Southeastern as an adjunct. There are other examples.

9. Tudor's career at Southeastern should have matched my own. If Dr.

Tudor had been given tenure during the 2009-10 or 2010-11 cycle, she would have followed a career trajectory similar to my own. Specifically, Dr. Tudor would have received salary increases, post-tenure promotions, and been invited to take on administrative duties near identical to the ones I have received.

10. Likelihood that Tudor would have been offered administrative duties at Southeastern.

a. Tenured professors at Southeastern are often given the opportunity to take on administrative duties. Administrative duties include, but are not limited to: department chair, center director, or program director.

b. My experience at Southeastern has been that most tenured faculty who take on administrative duties elect to keep them for approximately ten years.

c. After I received tenure, I have been offered several opportunities to take on administrative duties. I declined a nomination to run for Chair of the English Department in 2010, and I was appointed Honors Director in 2016.

- d. I believe that if Dr. Tudor had stayed at Southeastern that she would have had similar opportunities to take on administrative duties.
 - e. I believe that if the Court had ordered that Dr. Tudor be reinstated at Southeastern that she eventually would have had the opportunity to take on administrative duties. I further believe that if Tudor had been offered the opportunity to take on administrative duties that she would have accepted them and held onto them for at least ten years.
11. **Likelihood that Tudor would have been promoted to Full Professor by 2021-22 academic year.**
- a. Professors at Southeastern are typically awarded tenure with the promotion to Associate Professor. Typically, Associate Professors in good standing are promoted to Full Professor within five to eight years of receiving tenure.
 - b. Based upon my understanding of the process of academic promotion at Southeastern, my personal experience going through the promotion process, I believe that if Tudor had remained at Southeastern that she would have been promoted to Full Professor around the same time I was promoted to that rank, in 2015.

c. If the Court had reinstated Tudor this academic year (2017-18), I think that Tudor would have successfully applied for and received promotion to Full Professor through the normal process no later than the 2021-22 academic year, with the promotion taking effect in Fall 2022.

12. **Valuing my career.** I believe that my tenured position at Southeastern should be valued somewhere between \$3.5 and \$4 million. I come to this estimate based on my understanding that Southeastern spends on my salary and benefits and the fact that tenured professors in my cohort (which Tudor was in) can reasonably expect to work around thirty years at Southeastern after receiving tenure as well as the total value of incidental benefits I receive from entities other than Southeastern due to my tenured status at Southeastern.

I state under penalty of perjury that the foregoing is true and correct.

Executed on (date) 2/27/18 in (location) McKinney, TX

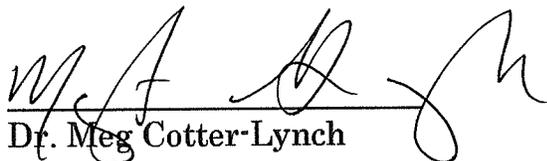

Dr. Meg Cotter-Lynch

Exhibit A

SALARY CALCULATION FORM 2015-2016 Full-Time Faculty

NAME: _____

DEPARTMENT: _____ SCHOOL: _____

DEGREES/EXPERIENCE

SALARY CALCULATION

1. DEGREE STATUS

- a. Highest Earned Degree? _____
- b. If answer to (a.) is Master's than number of hours above the Master's in the teaching field, relevant field, or on an approved Doctoral program? _____

CALCULATION FOR DEGREE:

Less than master's	\$24,570
Master's	27,295
Master's + 15 hrs*	30,025
Master's + 30 hrs*	32,760
Master's + 55 hrs*	35,490
Doctorate	38,215

2. ACADEMIC RANK? _____

- a. _____ Tenured (1)
- b. _____ On Tenure Track (2)
- c. _____ Not On Tenure Track (3)

* Toward Doctorate (See Note 2)

A. _____

3. EXPERIENCE (SEE NOTE 1)

- a. Total Yrs. at SOSU in a full-time professional capacity? _____
- b. Yrs. at other colleges or univ.? _____ / 2 (maximum 5 yrs.) _____
- c. Yrs. common school experience? _____ / 2 (maximum 3 yrs.) _____
- d. Yrs. allowable service? (a + b + c) _____

CALCULATION FOR RANK:

Instructor	\$4,098
Assistant Prof with Masters	6,558
Assistant Prof with Doctorate	8,196
Associate Prof	11,232
Professor	15,912

B. _____

4. MISCELLANEOUS

- a. Department Chair? _____
- b. CPA? _____
- c. Add-on? _____
If yes, attach detailed justification (requires President's approval)

CALCULATION FOR EXPERIENCE:

\$546.00 X (# of allowable years) (See Note 1)

C. _____

ADD FOR DEPARTMENT CHAIR:

(\$2,190)

D. _____

ADD-ON:

E. _____

TOTAL SALARY (A+B+C+D+E) \$ _____

NOTE 1: Explanation: The number of allowable years are computed as follows:

- a. Total number of years at SOSU in a full-time professional capacity.
- b. One-half of the total number of years of full-time teaching experience at other colleges/universities up to five (5) years.
- c. One-half of the total number of years of full-time teaching experience at the elementary or secondary level up to three (3) years.

(Number of allowable years) = a + b + c. This sum is not to exceed the number of years allowed at each of the following academic ranks:

Instructor	11 years
Assistant Professor	14 years*
Associate Professor	19 years*
Professor	31 years*

*Includes years at lower ranks.

NOTE 2: Hours "toward Doctorate" means graduate hours in the teaching field, relevant fields, or on an approved doctoral program. These hours will be certified by the Department Chair, the Executive Dean of Instruction and the Vice-President for Academic Affairs.

Department Chair _____ Executive Dean of Academic Affairs _____

VICE PRESIDENT FOR ACADEMIC AFFAIRS _____

1. Upper-level undergraduate and graduate hours taken at SOSU after the Master's degree will not be counted as work toward the Doctorate unless the Doctoral Granting Institution documents in writing (letter, degree plan) that these hours will count on a specific degree program.
2. After a Master's degree has been completed, post master's graduate hours taken at SOSU in School Administration may be counted as hours toward a doctorate when these hours are directly related to the teaching assignment.
3. An MFA degree will be counted at the level of "Masters + 30" hours toward the Doctorate.
4. A Master's degree with a CPA will be counted at the level of "Master's + 30" hours toward the Doctorate.
5. Two Master's degrees will be counted at the level of "Masters + 15" hours toward the Doctorate when both degrees are relevant to the teaching assignment.
6. Part-time SOSU faculty who have taught 3/4 time or more during a semester will receive credit toward years of college teaching experience should they become full-time faculty.
7. Individuals with prior employment at SOSU in a non-teaching professional capacity will receive consideration toward years of college teaching experience. Typically, such employment has been coded in one of the following HEGIS categories:
 - 01--Executive Officers
 - 02--Directors of Units
 - 03--Administrators within Units
 - 06--Specialist Support (ex: Counselor, Librarian)
8. A paid sabbatical from SOSU counts toward SOSU teaching experience. Leave without pay does not count toward experience.
9. College-level teaching or administrative experience at other institutions will count only when it is documented to be a full-time faculty appointment. Post-doctoral experience at other institutions will count when it is documented to be a full-time appointment.
10. Elementary or secondary teaching experience will count only when it is documented to be a full-time appointment.
11. On the Salary Schedule, Under "3. EXPERIENCE", parts a, b, and c will be computed using increments of one-half (.5).

Exhibit B

BASIC BENEFITS	WHO IS ELIGIBLE	WHEN TO ENROLL	SE PAYS (Cost Per Month or Annually)	EMPLOYEE PAYS (Cost Per Month)	COVERAGE PROVISIONS &/or EFFECTIVE DATE (Outline)
<p>Health Care</p> <p>Blue Cross Blue Shield of Oklahoma BlueChoice PPO</p> <p>Red Plan</p>	<p>Reg. Full Time Employees with 75% FTE</p>	<p>You have 30 days from your entry on duty date to elect coverage for yourself & your eligible dependents. Otherwise, you may enroll or add coverage only during Option Period Enrollment in the fall.</p>	<p>Premium \$623.07 SE Pays <u>\$553.81</u> for employee coverage</p> <p>Employee Pays \$ 69.26</p>	<p>Employee \$69.26</p> <p>Child \$249.35 + \$69.26 = \$318.61 Children 498.60 + \$69.26 = \$567.86 Spouse 654.34 + \$69.26 = \$723.60 Spouse & Child(ren) \$1152.84 + \$69.26 = \$1222.10</p>	<p>Comprehensive health care insurance with prescription benefit, PPO; \$1000 annual individual deductible/\$3000 family, calendar year. Cover children through their 26th birth month. 80/20, \$25/\$40 co-pay network provider, 50/50 co-pay + unallowable charges from non-network providers. Coverage becomes effective the first day of the month following your entry on duty date. Health Assessment (HA) deductible credit applies to plan year and must be completed between 1-1-17 and 12-31-17 and credited prior to claims payment. Employees, covered spouses, <u>and dependents over age 18</u>, are eligible.</p>
<p>Health Care</p> <p>Blue Cross Blue Shield of Oklahoma BlueOptions PPO</p> <p>White Plan</p> <p><u>Provided by SE to Employee Only</u></p>	<p>Reg. Full Time Employees with 75% FTE</p>	<p>You have 30 days from your entry on duty date to elect coverage for yourself & your eligible dependents. Otherwise, you may enroll or add coverage only during Option Period Enrollment in the fall.</p>	<p>SE Pays \$553.81 for employee coverage.</p>	<p>Child \$221.70 Children 443.29 Spouse 581.69 Spouse & Child(ren) \$1024.87</p>	<p>Annual individual deductible \$1250/\$3750 family deductible, calendar year. After meeting the deductible, the plan will pay 80%/70%/60%/50% of eligible & allowable charges depending on the provider level (see benefit summary). The individual maximum out-of-pocket expense is \$3500/\$4000/\$4500/\$6500. Family maximum out of pocket is higher. After maximum is met, the plan will pay 100% of all eligible and allowable charges if in network. Cover children through their 26th birth month. Health Assessment (HA) deductible credit applies to plan year and must be completed between 1-1-17 and 12-31-17 and credited prior to claims payment. No retroactive claim adjustments will be allowed. Employees, covered spouses, <u>and dependents over age 18</u>, are eligible.</p>
<p>Health Care</p> <p>Blue Cross Blue Shield of Oklahoma BlueChoice PPO</p> <p>Blue Plan</p> <p><u>Provided by SE to Employee Only</u></p>	<p>Reg. Full Time Employees with 75% FTE</p>	<p>You have 30 days from your entry on duty date to elect coverage for yourself & your eligible dependents. Otherwise, you may enroll or add coverage only during Option Period Enrollment in the fall.</p>	<p>SE Pays \$476.69 for employee coverage.</p> <p>SE pays \$77.12 toward dependent health if elected, or \$36.86 for employee only High Option Dental Plan</p>	<p>Child \$190.53 Children 381.16 Spouse 500.41 Spouse & Child(ren) \$881.68</p>	<p>Plan pays member's first \$500 of eligible and allowable charges per covered individual. Annual individual deductible of \$500 and a family deductible of \$1000. Deductible begins after the first \$500 paid charges per covered individual. After meeting the deductible, the plan will pay 50% of all the eligible & allowable charges up to an individual maximum out-of-pocket expense of \$5,500 or a family maximum of \$11,000. After maximum is met, the plan will pay 100% of all eligible and allowable charges if in network, 70% if out of network. Cover children through their 26th birth month. Health Assessment (HA) deductible credit applies to plan year and must be completed between 1-1-17 and 12-31-17 and credited prior to claims payment. No retroactive claim adjustments will be allowed. Employees, covered spouses, <u>and dependents over age 18</u>, are eligible.</p>
<p>Vision Service Plan</p> <p>VSP Choice Plan</p>	<p>Reg. Full Time Employees with 75% FTE</p>	<p>You have 30 days from your entry on duty date to elect coverage for yourself & your eligible dependents. Otherwise, you may enroll or add coverage only during Option Period Enrollment in the fall.</p>	<p>\$6.54 Employee coverage</p>	<p>Child \$6.28 Children 7.46 Spouse 6.56 Spouse & Child(ren) \$15.82</p>	<p>Well Vision Exam \$10 co-pay /every calendar year Prescription Glasses \$25 co-pay Lenses/ every calendar year -Single vision, lined bifocal, & lined trifocal lenses -Polycarbonate lenses for dependent children Frame/ every calendar year -\$150 allowance for a wide selection of frames -20% off the amount over your allowance Cover children through their 26th birth month.</p> <p>~OR~ Contact Lens Care -No co-pay/ calendar year \$150 allowance for contacts & contact lens exam (fitting & evaluation) Extra Discounts & Savings -Glasses/Sunglasses -Contacts - Laser Vision Correction average 15% savings with contracted facilities Out-of-Network Reimbursement: Exam-up to \$45 Single vision lenses-up to \$30 Lines bifocal lenses-up to \$50 Lined trifocal lenses-up to \$65 Frame-up to \$70 Contacts-up to \$105</p>

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DELTA DENTAL <u>HIGH PLAN</u> <u>LOW PLAN</u> <u>PREVENTIVE PLAN</u>	Reg. Full Time Employees with 75% FTE	You have 30 days from your entry on duty date to elect coverage for yourself & your eligible dependents to avoid "late entrant" limitations with subsequent open enrollment. Otherwise, you may enroll or add coverage only during Option Period Enrollment in the fall.	SE pays \$36.86 for employee high dental if the Blue Plan Health is elected and no dependent health.	HIGH Employee \$36.86 Employee/Chd \$54.30 Employee/Chldn \$70.20 Employee/Sp \$73.70 Employee/Sp/Child(ren) \$110.70 LOW Employee \$26.00 Employee/Chd \$38.24 Employee/Chldn \$46.70 Employee/Sp \$55.80 Employee/Sp/Child(ren) \$78.20 PREVENTIVE Employee \$18.26 Employee/Chd \$30.24 Employee/Chldn \$39.58 Employee/Sp \$37.52 Employee/Sp/Child(ren) \$60.18	HIGH PLAN <table border="1"> <thead> <tr> <th></th> <th>PPO Network</th> <th>Premier Network</th> <th>Out-of-Network</th> </tr> </thead> <tbody> <tr> <td>Class I Diagnostic/Preventive</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>Class II Basic Services</td> <td>85% after \$25 ded.</td> <td>70% after \$25 ded.</td> <td>70% after \$25 ded.</td> </tr> <tr> <td>Class III Major Services</td> <td>60% after \$25 ded.</td> <td>50% after \$25 ded.</td> <td>50% after \$25 ded.</td> </tr> <tr> <td>Class IV Orthodontic Services</td> <td>50%</td> <td>50%</td> <td>50%</td> </tr> <tr> <td colspan="4">Dependents under 26</td> </tr> </tbody> </table> LOW PLAN <table border="1"> <thead> <tr> <th></th> <th>PPO Network</th> <th>Premier Network</th> <th>Out-of-Network</th> </tr> </thead> <tbody> <tr> <td>Class I Diagnostic/Preventive</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>Class II Basic Services</td> <td>75% after \$50 ded.</td> <td>70% after \$50 ded.</td> <td>70% after \$50 ded.</td> </tr> <tr> <td>Class III Major Services</td> <td>60% after \$50 ded.</td> <td>50% after \$50 ded.</td> <td>50% after \$50 ded.</td> </tr> <tr> <td>Class IV No Orthodontic Services</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table> PREVENTIVE PLAN <table border="1"> <thead> <tr> <th></th> <th>PPO Network</th> <th>Premier Network</th> <th>Out-of-Network</th> </tr> </thead> <tbody> <tr> <td>Class I Diagnostic/Preventive</td> <td>100% after \$50 ded</td> <td>100% after \$50 ded</td> <td>100% after \$50 ded</td> </tr> <tr> <td>Class II Basic Services</td> <td>80% after \$50 ded.</td> <td>80% after \$50 ded.</td> <td>80% after \$50 ded.</td> </tr> <tr> <td>Class III Major Services</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>Class IV No Orthodontic Services</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table> Children may be covered through their 26 th birth month with all plans.		PPO Network	Premier Network	Out-of-Network	Class I Diagnostic/Preventive	100%	100%	100%	Class II Basic Services	85% after \$25 ded.	70% after \$25 ded.	70% after \$25 ded.	Class III Major Services	60% after \$25 ded.	50% after \$25 ded.	50% after \$25 ded.	Class IV Orthodontic Services	50%	50%	50%	Dependents under 26					PPO Network	Premier Network	Out-of-Network	Class I Diagnostic/Preventive	100%	100%	100%	Class II Basic Services	75% after \$50 ded.	70% after \$50 ded.	70% after \$50 ded.	Class III Major Services	60% after \$50 ded.	50% after \$50 ded.	50% after \$50 ded.	Class IV No Orthodontic Services	N/A	N/A	N/A		PPO Network	Premier Network	Out-of-Network	Class I Diagnostic/Preventive	100% after \$50 ded	100% after \$50 ded	100% after \$50 ded	Class II Basic Services	80% after \$50 ded.	80% after \$50 ded.	80% after \$50 ded.	Class III Major Services	N/A	N/A	N/A	Class IV No Orthodontic Services	N/A	N/A	N/A
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Long-Term Disability MetLife Insurance Company Core Plan or the Buy-Up Option	Reg. Full Time Employees with 75% FTE	Eligible after 6 months.	Core Plan: You are insured on the date you become eligible & will start receiving benefits after 6 months of continuous disability. Appointment Salary X .00148 annually.	Buy-Up Option: Buy-Up; provides benefits sooner-after 3 months of continuous disability at a minimal cost to employee through payroll deduction. (Appointment Salary X .0008/12	Monthly Income Benefit replaces 60% of your monthly wage base up to a maximum of \$8,000 per month before offsets to a max of \$160,000.00. Minimum Standard benefit payment is the greater of \$100 or 10% of the Monthly Income Benefit before offsets. You have two options from which to choose, depending on when and how long you would receive benefits. (Offsets that will affect your benefit will include benefits paid to you such as social security disability, OTRS disability, etc.)																																																																
Life Insurance Metropolitan Life Insurance Company "MetLife"	Reg. Full Time Employees with 75% FTE	Employees are automatically enrolled on the first day of the month following the date they become an Active Member. Dependents must be enrolled within 31 days of eligibility to avoid proof of insurability. Evidence of Insurability form must be submitted if written election is made more than 31 days after becoming eligible for insurance.	(Salary x 2-rounded to the next higher \$1000) X.000145), annually. Annual salary updated each January 1.	Spouse/Children \$10,000/\$5,000 \$2.40 or with AD&D \$2.65 total monthly premium. Spouse/Children \$20,000/\$10,000 \$4.80 or with AD&D \$5.30 total monthly premium. Spouse/Children \$50,000/\$10,000 \$12 or with AD&D \$13 total monthly premium.	Employee life insurance is 2 X the employees appointed annual salary rounded to the next higher \$1000, until age 65 (65% to age 69, 50% to age 74, 35% at age 75 and over) (maximum coverage of \$250,000); updated yearly based on July pay; plus Accidental Death and Dismemberment; \$10,000 seat belt & \$5,000 air bag extra coverage. Optional dependent coverage for spouse (\$10,000, \$20,000 or \$50,000); unmarried dependent child through the 26 the birth month, (\$5,000 or \$10,000).																																																																
Section 125 Flexible Benefits (Cafeteria Plan) American Fidelity Unreimbursed Medical & Dependent Care	Reg. Full Time Employees with 75% FTE	Within 30 days of employment date for new employees; annual open enrollment.		No cost Tax savings. USE IT OR LOSE IT ANNUALLY	IRS Section 125 Plan to tax shelter employee-paid health care, dental, cancer, and vision insurance premiums. A change in family status that affects insurance premium needs to be processed through Human Resources within 30 days of event. This benefit includes: unreimbursed medical expenses, excludes premiums (up to * \$2,500 per calendar year); and dependent care expenses (up to \$5,000 per calendar year), per IRS regulations). All eligible expenses can reduce taxable income, thereby increasing take-home pay. *Effective 1-1-13 max of \$2500 per calendar year																																																																
Oklahoma Teachers'	Reg. FT emp. with 75% FTE	Faculty, Administrative, & Professionals are mandated. Paraprofessional, Support Staff &	Contributes 7% of all wages and fringe benefits that exceed \$25,000.	Contributes 7% of all wages + fringe benefits, on the first \$25,000 earned each fiscal year: equal to \$1,750.00 annually	Defined benefit plan requiring 5 years of contributions for Oklahoma service in public education to become vested. Vesting allows the option to have lifetime annuity income.																																																																

BASIC BENEFITS	WHO IS ELIGIBLE	WHEN TO ENROLL	(Cost Per Month or Annually)	(Cost Per Month)	COVERAGE PROVISIONS &/or EFFECTIVE DATE (Outline)
Retirement System (OTRS) 401(a)	or more; Adjunct faculty ineligible	Technical have optional enrollment at any time. NOTE: becoming optional member later than at hire or in July (when plan year begins) requires catching up on contributions on wages back to July.	8.55% Administrative Fee	(fiscal year).	Contributions are deposited to the member's account & may be withdrawn 4 months after leaving the system. Ten years of OTRS contributory service required to receive a \$100-\$105/mo. subsidy from OTRS toward group health plan premiums at retirement.
FICA OASDI Medicare	All employees unless claim student exemption	Automatic Enrollment.	6.2% of first \$127,200 FICA gross in calendar year. (Maximum \$7886.40) 1.45% of all income in calendar year.	6.2% of first \$127,200 FICA gross in calendar year. (Maximum \$7886.40) Same as SE pays	Old-Age, Survivors, & Disability Insurance (OASDI) covers employee, dependents, surviving family; lump-sum death benefits. Medicare provides coverage for: Part A - Hospitalization Part B - Supplemental medical insurance.
Workers' Compensation	All employees regardless of FTE including temporary & student employees	Automatic Enrollment.	All income in calendar year X .82%		Covers employee medical expenses & loss of income resulting from work-related illness or injury.
Unemployment Compensation	All employees regardless of FTE including temporary	Automatic Enrollment.	All income in calendar year X .08 %		Provides economic security for a worker during temporary periods of unemployment.
Supplemental Tax Deferred Annuities (TDAs) VOYA 403(b) & 457(b)	All employees with the exception of student workers	Optional Enrollment at any time.		403(b) & 457(b) Min=\$200/year Max=\$18,000 for For additional catch-up amounts contact Human Resources.	403(b) 457(b) tax deferred supplemental retirement plans with VOYA approved for payroll deduction. Minimum and maximum tax-deferred exclusion allowances are federally regulated.

Additional Benefits: Free Parking Most Lots+ Generous Leave Policies, i.e., Annual, Sick for employee + immediate family, Family Medical Leave, Military Leave + Paid Holidays (average 20 days paid per year) + Library + Tuition Assistance.
Optional Benefits: Dreaded disease insurance, dependent health and life insurance, Oklahoma College Savings Plan, short-term disability insurance and long-term care insurance.
Annual Leave Accrual: Based on Date of Emp. (DOE) and must be 75% FTE or more.

Years of Service	Annual Leave	Mo. Accrual Rate	Accumulation Limit
0-5 years	15 days (120 hrs) per yr.	1.25 days (10 hrs)	30 days (240 hrs)
6-20 years	18 days (144 hrs) per yr.	1.5 days (12 hrs)	45 days (360 hrs)
Over 20 years	20 days (160 hrs) per yr.	1.67 days (13.33 hrs)**	60 days (480 hrs)

Non-exempt positions are eligible to earn **compensation for overtime**. To learn if you are exempt or non-exempt please call Human Resources (HR) X2162.
 Employees in non-exempt positions who work more than 40 hours during the established work week (Sunday through Saturday) qualify for compensatory time.
 Such employees will be given compensatory time in lieu of payment at the rate of one and one-half hours for each hour actually worked over 40 (holidays, annual, sick, and compensatory time used during the 40 hour week are not treated as hours worked for time and a half).

*Generally Annual Leave does not apply to Faculty. Call Human Resources. A two week notice must be given for terminal annual leave to be paid, four week notice for managerial positions.
 **June's entry will be 13.37 hours to equal exactly 20 days earned for the fiscal year.

<u>Helpful Telephone Numbers and Websites</u>	<u>VISION</u>
American Fidelity.....800-323-3748	Vision Service Plan (VSP).....1-800-877-7195
American Fidelity website.....http://www.afadvantage.com	Vision Service Plan (VSP) website.....www.vsp.com
AF Advantage (Automated Balance Info Section 125).....800-325-0654	OKLAHOMA TEACHERS' RETIREMENT SYSTEM1-877-738-6365 or www.ok.gov/trs
HEALTH AND DENTAL INSURANCE	SE website.....http://www.se.edu/
OKHEEI Group Blue Cross Blue Shield of Oklahoma.....http://www.bcbsok.com/okheei	SE Human Resources website..... http://www.se.edu/dept/human-resources
Health Customer Service..... 800-672-2567	SE Academic Policies/Procedures Manual.....http://www.se.edu/policies
Pharmacy Customer Service.....877-546-2779	SE Staff Policies/Procedures Handbook.....http://www.se.edu/policies
DELTA Dental Customer Service.....800-522-0188	RUSO Board Policies/Procedureshttp://www.ruso.edu/Home.aspx
LIFE & LTD (Long Term Disability)	Supplemental Tax Deferred Annuities (TDAs)
MetLife Insurance Co.....1-800-423-2765	VOYA 457(b) 403(b)http://www.ok2retire.com
	Plan With Ease website.....http://www.planwithease.com

Southeastern Oklahoma State University does not discriminate on the basis of race, color, national origin, sex, disability, or age, in its programs and activities. The following person has been designated to handle inquiries regarding the non-discrimination policies: Title IX Coordinator, Administration Room 311, 580-745-3090.

Exhibit 3

DECLARATION OF DR. RACHEL JONA TUDOR

1. Reinstatement.

- a. I still desire to be reinstated as an Associate Professor with tenure at Southeastern Oklahoma State University (“Southeastern”). Reinstatement remains my preferred remedy.
- b. I sincerely believe that if I were reinstated that I would not encounter a hostile environment at Southeastern.
- c. I sincerely believe that this litigation has not poisoned the environment at Southeastern.
- d. I sincerely believe that Southeastern’s students would not be harmed if I returned.
- e. I sincerely believe that I am presently capable of performing all duties required of me as an Associate Professor with tenure at Southeastern.

2. AAUP Conference at Southeastern.

- a. The week of February 12, 2018, I submitted a proposal to give a presentation at an American Association of University Professor’s conference held at Southeastern. My proposal was titled “The Faulty Appellate Committee’s Role in Assuring Equity in Academic Freedom.”

- b. On or about February 20, 2018, I was notified via email that my proposal had been accepted and that I was invited to give my presentation at the conference.
- c. I plan to give my presentation at the Southeastern conference on the afternoon of March 10, 2018.
- d. I also plan to attend the other presentations scheduled at the conference, including those given by President Burrage, President Emeritus Snowden, and Dr. Cotter-Lynch. I have absolutely no fears or concerns about interacting with current Southeastern faculty and administrators at the conference. I have no reason to believe that current Southeastern faculty or administrators in attendance will be hostile towards me.
- e. I am heartened by the Southeastern AAUP chapter's invitation.
- f. I am also grateful for the opportunity to return to Southeastern and share with the broader community what I have learned about faculty appellate committees and the faculty's role in correcting breaches of protocol and rules that arise in the tenure process. I believe my presentation is timely and hope that my colleagues and the other invited guests enjoy it.

g. I sincerely believe that Southeastern AAUP's invitation is important evidence that the current Southeastern faculty and the administration do not harbor hostilities towards me.

3. Efforts to mitigate damages after trial. Since trial, I have continued to do my best to mitigate damages.

a. I have continued my job search. I regularly look for job openings on appropriate job boards, including but not limited to InsideHigherEd. I also regularly visit university websites to look directly for job announcements, including keeping abreast of postings at Southeastern Oklahoma State University and other similar schools. I also continue to remind persons in my network that if they learn of an appropriate job opening through their own channels that they pass the opportunity on to me so that I can apply.

b. I have submitted five new applications for employment for academic jobs at colleges and universities. I have also continued to follow up on job applications that I submitted prior to trial—at this time, there are still three applications outstanding from that batch.

c. I have also expended considerable efforts working to improve my application portfolio. For example, I have revised my template

cover letter to expressly alert hiring committees that the jury found that I was denied tenure at Southeastern in violation of Title VII, in hopes that this might help prospective employers understand that my Southeastern tenure denial and subsequent separation should not be held against me.

d. I have also continued to build up my credentials.

i. For example, I submitted a proposal to present at the AAUP conference at Southeastern, which was accepted, and will continue to seek out similar opportunities to give academic presentations this year.

ii. I have also continued to work on scholarship. Scholarly production is a time-consuming undertaking; many publications require several years of research and reflection before a manuscript is ready for submission. Though my resources are quite limited and I currently lack institutional support, I have done my best to work on scholarly projects, several of which are ready or near ready to be submitted this calendar year. In early February 2018, I submitted a 27-page scholarly article to a peer review journal—I have been notified that the article is currently winding its way through the peer review process. In early

February 2018, I also submitted a chapter for a forthcoming anthology under contract with the University of Colorado Press—I have been notified that a decision will likely be made sometime in late March 2018. I am currently in the process of completing a draft of another lengthy scholarly article, which I anticipate submitting for publication in the next few months. I also anticipate submitting a book review for publication in the coming months.

- iii. I am also in the process of exploring new outlets to serve my discipline and scholarly community. For example, in February 2018 I was invited to serve as a peer reviewer for a scholarly journal. As a peer reviewer, I would be asked to review articles submitted for publication and provide feedback to the journal editors based upon my expertise in the field. I will continue to seek out other similar service opportunities this calendar year.

4. Likelihood that job search will be unsuccessful.

- a. Though I know that I have strong credentials and a strong work ethic, I sincerely believe that my tenure denial from Southeastern has effectively killed my career. I also believe that

in all likelihood, my job search efforts will not result in an equivalent job.

- b. I have been looking for a job equivalent to the last position I held at Southeastern since 2011—approximately eight years. I have submitted hundreds of applications for jobs, and the only offer I got was from Collin College for a one-year contract that was, at Collin’s option, renewable.¹ While I worked at and after I lost my job at Collin, I continued my job search in hopes of finding a new tenure-track position. Despite my efforts, I have been unable to secure a tenure-track job equivalent to the last job I held at Southeastern.
- c. I also believe that my protected activities (including this litigation) has made it more difficult for me to find a job equivalent to the one I held at Southeastern. I am well aware that if my name is googled that most results will point to contemporary reporting on my struggles at Southeastern during

¹ Though I enjoy teaching, the Collin job was not an equivalent to Southeastern—the salary and benefits trajectory was far less than Southeastern; there was no option to earn tenure; my job contract was nonrenewable each year at Collin’s option and no presumptive right to renewal; and Collin is a two-year college which meant that I was teaching only introductory level college courses whereas at Southeastern I could teach higher-level college and graduate level courses which is more appropriate given my credentials and training.

the 2010-11 academic year, the EEOC proceedings and Department of Justice investigation, and this litigation. This is a difficult predicament to navigate as a job candidate. In the few interviews that I have had between 2011 and present, I have been asked questions that directly and indirectly touch on these proceedings.

d. I believe I face considerable obstacles to finding any equivalent job in the future given my candidate profile.

i. As a practical matter, I am only a marketable candidate for English teaching jobs at the college level. I hold a doctorate in English literature and my work experience is limited to higher education and my work skills are not readily transferable to other professions.

ii. My background and roots somewhat limit me to finding a job in Oklahoma. I received my PhD from the University of Oklahoma and was born in and desire to live in Oklahoma. Additionally, I am an active citizen of the Chickasaw Nation, which is located in Oklahoma and I desire to live near the Nation. Additionally, my most significant professional job to date—the Assistant Professor position I held at Southeastern, a teaching university—was at an

Oklahoman teaching university. Most persons with my background ultimately find jobs in Oklahoma given that this is where our roots are and where our professional networks strongest.

- iii. While I have cast a wide net, my best chance for a job is still in Oklahoma at a teaching university. Unfortunately, I face a considerable disadvantage on the job market in Oklahoma. There are very few teaching universities in Oklahoma, and the Regional University System of Oklahoma (which I have sued), controls seven of the fifteen public universities that offer four-year degrees in the state and all of Oklahoma's public teaching universities. Though I have in the past and will continue to apply to all appropriate positions, including those at Southeastern and other RUSO schools, its apparent that I am effectively locked out of the pertinent Oklahoma university professor market.

5. Work Life Expectancy.

- a. I love teaching and being in the classroom. Being a tenured professor at Southeastern was and remains my dream job. I

intended to work as a tenured professor for the rest of my natural life.

- b. I have a healthy lifestyle. I have never smoked. I only rarely drink alcohol. I endeavor to regularly exercise; weather permitting, I take several lengthy bicycle rides each week and regularly take middle distance runs of between 1 and 3 miles. I maintain a healthy weight. Aside from gender dysphoria, I do not have any chronic illnesses and I am not aware of any chronic illnesses that run in my family. I had my most recent comprehensive doctor's check-up in December 2017. The doctor informed me that I had healthy blood pressure, healthy weight, no heart problems, and no other major ailments.
 - c. Given my passion for my profession and healthy lifestyle, I believe that I would have worked at Southeastern until I was at least 75 years old though, if given the opportunity, I would have strived to work well beyond that age.
 - d. I am currently 54 years old. I will turn 75 in July 2039, which should fall during Southeastern's Summer 2039 term.
6. **Southeastern Salary as of 2010-11 Academic Year.** During the last year of my employment at Southeastern, I was paid approximately \$51,279 in salary. I calculated this based on the following formula: Degree level

(\$38,215) + Rank (\$8,196) + Experience (\$4,368) + Merit bonus (\$500)².

However, given that I should have been awarded promotion and tenure during the 2009-10 cycle, I should have been paid an additional \$3,036 (the pay increase due to promotion from Assistant to Associate Professor) in the 2010-11 academic year. Thus, my compensation in the 2010-11 academic year should have been \$54,315.

7. Calculating Front Pay. I have carefully reviewed motion Exhibit 8, a set of formulas and four tables mapping out my earnings trajectory if I had been reinstated at Southeastern from the date of the jury verdict through age seventy-five. I believe that Exhibit 8 accurately calculates my earning trajectory at Southeastern.

8. Salary increases over time. If I were reinstated at Southeastern, I would have seen additional salary increases over time, including but not limited to:

a. **Promotion to full professor.** I would have applied for, and believe that I would have merited, promotion from Associate to Full Professor in the 2021-22 cycle, and that promotion would have gone into effect in Fall 2022. Under Southeastern's current salary card, this promotion is rank comes with a salary bump of \$4,680.

² I was honored with the Southeastern Faculty Senate's Excellence in Scholarship Award in Spring 2011. In recognition of this honor, Southeastern paid me a merit bonus of \$500.

- b. **Class coverage.** I would have sought out opportunities to take on at least one extra class during the traditional Fall/Spring academic year.
- c. **Summer courses.** I would have sought out opportunities to teach at least one summer course during the summer session.
- d. **Administrative Duties.** I would have sought out opportunities to take on administrative duties. I took on administrative duties, I believe that I would have held onto them for at least ten years, if not longer.

I state under penalty of perjury that the foregoing is true and correct.

Executed on (date) 2/27/18 in (location) Plano, Texas

Rachel Tudor
Dr. Rachel Jona Tudor

Exhibit 4

IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF OKLAHOMA

DR. RACHEL TUDOR,)
)
Plaintiff,)
)
v.) Case No. 5:15-CV-00324-C
)
SOUTHEASTERN OKLAHOMA)
STATE UNIVERSITY,)
)
and)
)
THE REGIONAL UNIVERSITY)
SYSTEM OF OKLAHOMA,)
)
)
Defendants.)

DECLARATION OF DR. RACHEL TUDOR

I, Dr. Rachel Tudor, declare as follows:

1. After the denial of reinstatement on January 29, 2018, I applied to many other schools for teaching positions, a list of which is attached hereto.

I declare under penalty of perjury the foregoing is true and correct.

November 2, 2021



Dr. Rachel Jona Tudor

Job Applications

Alabama A&M University. Normal, AL

Assistant Professor, English

Allegheny College. Meadville, PA

Associate Director, Inclusion, Diversity, and Equity

Alvin Community College. Alvin, TX

Instructor, English

Appalachian State University. Boone, NC

Assistant Professor, Gender & Women's Studies

Arizona State University. Tempe, AZ

Honors Faculty Fellow

Armstrong State University. Savannah, GA

Lecturer, English

Auburn University. Auburn, AL

Assistant Professor, English

Austin Community College. Austin, TX

Instructor, English

Austin Peay State University. Clarksville, TN

Assistant Professor, Languages and Literature

Bellevue College. Bellevue, WA

Assistant Professor, English

Bemidji State University. Bemidji, MN

Assistant Professor, Indigenous Studies

Bemidji State University. Bemidji, MN

Assistant Professor, Philosophy

Bentley University. Waltham, MA

Lecturer, English

Brazosport College. Brazosport, TX

Instructor, English

Bucknell University. Lewisburg, PA

Professor, English

Bureau of Indian Affairs. Albuquerque, NM

Supervisory Instructor

California State University—San Bernardino. San Bernardino, CA

Assistant Professor, Literature

Cecil College. North East, MD

Assistant Professor, English

Centre College. Danville, KY

English faculty

Chapman University. Orange, CA

Assistant Professor, English

Chatham University. Pittsburgh, PA

Director Multicultural Affairs

Chattanooga State Community College. Chattanooga, TN

Instructor, English

Christopher Newport University. Newport News, VA

Assistant Professor, English

Clark College. Vancouver, WA

Instructor

Clark State Community College. Springfield, OH

Instructor, English

Clarkson University. Potsdam, NY

Assistant Professor, Indigenous Studies

College of Coastal Georgia. Brunswick, GA

Assistant Professor, English

College of the Desert. Palm Desert, CA

Instructor, English

Colorado College. Colorado Springs, CO

Visiting Assistant Professor, English

Colorado State University. Fort Collins, CO

Assistant Professor, Native American Studies

Colorado University—Boulder. Boulder, CO

Assistant Professor, Cultural Rhetoric

Colorado University—Boulder. Boulder, CO

Assistant Director, Pride Office

Colorado University—Boulder. Boulder, CO

Assistant Dean, Diversity, Equity, and Inclusive Excellence

Columbus State University. Columbus, GA

Assistant Professor, English

Community Colleges of Spokane. Spokane, WA

Instructor, English

Concordia University—Portland. Portland, OR

Director of Diversity

Dallas County Community College at Cedar Valley. Dallas, TX

Instructor, English

Del Mar College. Corpus Christi, TX

Assistant Professor, English

Dickinson College. Carlisle, PA

Assistant Professor, Native American Studies

Eastern Kentucky University. Richmond, KY

Assistant Professor, English

Eastern New Mexico University. Roswell, NM

(2 times) Assistant Professor, English

Elon University. Elon, NC

Lecturer, English

Emory University. Atlanta, GA

Assistant Professor, Feminist/Queer Approaches to Race

Emporia State University. Emporia, KS

Assistant Professor, English

Eureka College. Eureka, IL

Professor, English

Florida Gulf Coast University. Fort Myers, FL

Assistant Professor, Later World Literature

Florida Gulf Coast University. Fort Myers, FL

Assistant Professor, Philosophy

Georgia Southern University. Statesboro, GA
Assistant Professor, English

Grayson College. Denison, TX
(2 times) Professor, English

Governors State University. University Park, IL
Assistant Professor, English

Grambling State University. Grambling, LA
Assistant Professor, Humanities

Harrisburg Area Community College. Harrisburg, PA
Faculty, English

Hartwick College. Oneonta, NY
Coordinator of Inclusion

Henderson State University. Arkadelphia, AR
Assistant Professor, English

Iowa State University. Ames, IA
Assistant Professor, Women's and Gender Studies

Jackson College. Jackson, MI
Instructor, Composition

Jefferson College. Hillsboro, MO
Instructor, English

John Carroll University. University Heights, OH
Director Center for Student Diversity & Inclusion

Kalamazoo College. Kalamazoo, MI
Assistant Professor, Critical Ethnic Studies

Lee College. Baytown, TX
Instructor, English & Humanities

Lone Star College—Cy-Fair, TX
Faculty, English

Lone Star College—Cypress Center, TX
Faculty, English

Lone Star College—Kingwood, TX
Faculty, English

Lone Star College. Houston, TX
Faculty, English

Lone Star College—Woodlands, TX
Faculty, English

Lone Star College—University Park, TX
Faculty, English

Lyon College. Batesville, AR

Assistant Professor, English

Massasoit Community College. Brockton, MA

Diversity & Inclusion Specialist

Mercer University. Atlanta, GA

Assistant Professor, Interdisciplinary Studies

Meredith College. Raleigh, NC

Lecturer, English

Metropolitan State University of Denver. Denver, CO

Assistant Professor, Gender, Women, and Sexualities Studies

Miami University. Oxford, OH

Visiting Assistant Professor

Middle Tennessee State University. Murfreesboro, TN

Visiting Faculty, English

Mississippi University for Women. Columbus, MS

Assistant Professor, English

Missouri Southern State University. Joplin, MO

Assistant Professor, Literature

Missouri Southern State University. Joplin, MO

Assistant Professor, English

Montana State University—Northern. Havre, MT

Assistant Professor, English

Morehead State University. Morehead, KY

Assistant Professor, English

Morehead State University. Morehead, KY

Coordinator, Multicultural Education and Inclusion

Mount Mercy College. Cedar Rapids, IA

Professor, English

Nevada State College. Henderson, NV

Assistant Professor, English

Nevada State College. Henderson, NV

Lecturer, First Year Experience

North Central Texas College. Gainesville, TX

Instructor, English

North Dakota State University. Fargo, ND

Assistant Professor, Early American Literature

Northern Arizona University. Flagstaff, AZ

Lecturer, Humanities

Oklahoma City University. OKC, OK

Assistant Professor, English

Oklahoma State University. Stillwater, OK

Assistant Professor, English

Pierce College District. Lakewood, WA

Instructor, English & Literature

Red Rocks Community College. Lakewood, CO

Instructor, Composition

Rice University. Houston, TX

Assistant Professor, English (American Ethnic Literatures)

Roane State Community College. Harriman, TN

Assistant Professor, English

Rocky Mountain College. Billings, MT

Assistant Professor, English

Salem State University. Salem, MA

Special Assistant for VP of Diversity & Inclusion

Salisbury University. Salisbury, MD

Assistant Professor, English

Salt Lake Community College. Salt Lake, UT

Assistant Professor, English

San Diego Community College. San Diego, CA
Assistant Professor of English

San Jacinto College—South. Houston, TX
Professor, Integrated Reading & Writing

San Jacinto College—North. Houston, TX
(2 times) Professor, English

San Jacinto College—Central. Pasadena, TX
(5 times) Professor, English

Skagit Valley College. Mount Vernon, WA
Instructor, Ethnic Studies

Snow College. Ephraim, UT
Assistant Professor, English and Philosophy

South Dakota School of Mines and Technology. Rapid City, SD
Assistant Professor, English

South Texas College. McAllen, TX.
Instructor, English

Southeastern Oklahoma State University. Durant, OK
Instructor, Philosophy

Southeastern Oklahoma State University. Durant, OK
Director, Native American Institute

Southern Oregon University. Ashland, OR
Assistant Professor, Native American Studies

Southern Utah University. Cedar City, UT
Assistant Professor, English

Southwestern University. Georgetown, TX
Assistant Professor, English

St. Mary's College. Moraga, CA
Professor of Ethnic Studies

State University of New York College at Plattsburgh. Plattsburgh, NY
Assistant Professor, English

State University of New York College at Plattsburgh. Plattsburgh, NY
Assistant Professor, Gender & Women's Studies

Syracuse University. Syracuse, NY
Assistant Professor, Native American Studies

Tarrant County College. Fort Worth, TX
Instructor, English & Literature

Tennessee State University. Nashville, TN
Assistant Professor, English

Texas A&M International University. Laredo, TX
Assistant Professor, American Literature

Texas A&M University—Commerce. Commerce, TX
Assistant Professor, English

Texas A&M University—San Antonio, TX
Assistant Professor, English

Texas A&M University—Texarkana, TX
Assistant Professor, English

Texas State University. San Marcos, TX
Lecturer, Honor's College

Texas Woman's University. Denton, TX
Assistant Professor, Multicultural Women's and Gender Studies

University of Arizona. Tucson, AZ
Lecturer, American Indian/English

University of Arizona. Tucson, AZ
Assistant Professor, Trans Studies in Education

University of Arkansas. Fayetteville, AR
Assistant Director of Rhetoric & Composition

University of Arkansas—Rich Mountain. Mana, AR
Humanities Instructor

University of Colorado Springs. Colorado Springs, CO
Faculty, WEST

University of Houston. Houston, TX
Executive Director of Writing

University of Louisiana at Lafayette. Lafayette, LA
Assistant Professor, English

University of Louisville. Louisville, KY
Assistant Professor, Native American Literature

University of Louisville. Louisville, KY
Assistant Professor, US Literature

University of Montana—Western. Dillon, MT
Assistant Professor, English

University of Nevada—Las Vegas. Las Vegas, NV
Composition Director

University of North Carolina at Greensboro. Greensboro, NC
Assistant Professor, Composition Studies

University of North Carolina at Pembroke. Pembroke, NC
Assistant Professor, English/Native American

University of North Carolina at Wilmington. Wilmington, NC
Assistant Professor, English

University of North Florida. St. Petersburg, FL

Coordinator of Multicultural Affairs

University of North Texas. Denton, TX

Assistant Professor, English

University of North Texas. Denton, TX

(3 times) Lecturer

University of North Texas. Denton, TX

Assistant Professor, Rhetoric & Writing Studies

University of North Texas. Denton, TX

Student Services Coordinator

University of North Texas. Denton, TX

Visiting Lecturer

University of Oklahoma. Norman, OK

Open Rank, English/Native American Literature

University of Oregon—Cascades. Bend, OR

Assistant Professor, American Studies

University of the Ozarks. Clarksville, AR

Assistant Professor, English

University of Portland. Portland, OR
Associate Professor, Ethnic Studies

University of South Dakota. Vermillion, SD
Assistant Professor, English

University of Southern Arkansas—Magnolia. Magnolia, AR
Assistant Professor, English

University of Southern Maine. Portland, ME
Coordinator of Multicultural Affairs

University of Tennessee at Martin. Martin, TN
Assistant Professor, American Literature

University of Texas at Austin. Austin, TX
Assistant Professor, English

University of Texas at Dallas. Dallas, TX
Assistant Professor, Literature

University of Toledo. Toledo, OH
Assistant Professor, English & Literature

University of Wisconsin—Eau Claire. Eau Claire, WI
Assistant Professor, English

University of Wisconsin—Madison. Madison, WI
Assistant Professor, American Indian Studies

University of Wisconsin—Whitewater. Whitewater, WI

Lecturer, English

Utah Valley University. Orem, UT

Assistant Professor, Western American Literature

Vermont College of Fine Arts. Montpelier, VT

Director of Diversity, Equity, and Inclusion

Victoria College. Victoria, TX

Instructor, English

Virginia Commonwealth University. Richmond, VA

Assistant Professor, English

Wake Forest University. Winston-Salem, NC

Assistant Professor, Global Literature

Wake Forest University. Winston-Salem, NC

Assistant Professor, 20th Century American Literature

Washington State University. Pullman, WA

Assistant Professor, Cultural Studies

Washington State University. Pullman, WA

Assistant Director for Tribal Relations & Recruitment

West Liberty University. West Liberty, WV
Faculty, English

Wiley College. Marshall, TX
Associate Professor, English

Exhibit 5

Jury Trial - Volume 2
November 14, 2017

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

DR. RACHEL TUDOR,)	
)	
Plaintiff,)	
)	
vs.)	Case No. CIV-15-324-C
)	
SOUTHEASTERN OKLAHOMA STATE)	
UNIVERSITY and THE REGIONAL)	
UNIVERSITY SYSTEM OF)	
OKLAHOMA,)	
)	
Defendants.)	
)	

VOLUME 2
TRANSCRIPT OF JURY TRIAL
BEFORE THE HONORABLE ROBIN J. CAUTHRON
TUESDAY, NOVEMBER 14, 2017; 9:15 a.m.
OKLAHOMA CITY, OKLAHOMA

Proceedings recorded by mechanical stenography,
transcript produced by computer.

Jury Trial - Volume 2
November 14, 2017

A P P E A R A N C E S

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Jury Trial - Volume 2
November 14, 2017

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1 A. Yes.

2 Q. Okay. Dr. Parker, did you offer Dr. Tudor a job at your
3 university?

4 A. No.

5 Q. Okay. And just so we're clear, has she applied for a job
6 at your university?

7 A. I don't know.

8 Q. Okay. If she did, would you hire her?

9 A. If she did when?

10 Q. If she applied for a job in 2009, would you hire her at
11 your university?

12 A. No.

13 Q. Okay.

14 A. Well, excuse me. It depends on the job.

15 Q. Okay. If she were applying for the position of tenure
16 track professor in 2009 at your university, would you hire
17 her?

18 A. No. She would be too advanced.

19 Q. Okay. In 2008 and 2009, Dr. Tudor submitted a tenure and
20 promotion portfolio, didn't she?

21 A. I don't know.

22 Q. Okay. Would it surprise you to learn that she did?

23 A. No.

24 Q. Would it surprise you to learn that she withdrew that
25 application?

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November 14, 2017

1 THE WITNESS: So, I mean, had I not gotten tenure
2 and had to leave, honestly, I would probably be teaching high
3 school at this stage, which is a fine thing to do, but it's a
4 different career.

5 I'm married. I have two kids. So moving is not super
6 easy. So we may have looked elsewhere. My husband's job
7 might have turned out to be more mobile if I didn't have a job
8 too. It's easier to move. I mean, I'm unemployed.

9 But, certainly, my professional life would be entirely
10 different and a lot of just my life generally would look very
11 different.

12 Q. (BY MR. YOUNG) Have you served on hiring committees at
13 Southeastern in the English department?

14 A. Yes.

15 Q. Can you just tell me generally how a hiring committee in
16 the English department looks at a candidate who has not gotten
17 tenure in a previous job?

18 A. It looks very suspicious. Hiring for a tenure-track job
19 in English is super competitive. The hiring committees I have
20 been on at Southeastern, we've had in the neighborhood of plus
21 or minus 50 applicants for one job.

22 At other schools -- I know I applied for a job where
23 there were over 400 applicants. I would say, average,
24 probably 100. So it's really competitive to get a
25 tenure-track job.

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November 14, 2017

1 And when you're looking at applicants, there's kind of
2 the sense of -- what you're trying to do is judge whether this
3 person is going to be successful at your university. What we
4 want to do is hire in someone who's going to do a good job and
5 who's going to get tenure and stay with us. That's our goal.

6 So we're trying to judge that from the application that
7 we have in front of us. If you see someone who has been at
8 another university for seven years -- we know that that's the
9 probationary period as assistant professor -- and then
10 nothing, what that tells us is that that's someone who went
11 through the probationary period, tried to get tenure, and
12 didn't. I mean, that's a pretty easy thing to read from a
13 résumé.

14 So that then makes us suspicious; right? If they
15 couldn't do it once, what makes us think that they could do it
16 again? So that causes us pause.

17 Certainly, it's competitive enough that, if there's any
18 strike against you, you're not going to get an interview.

19 Q. Okay. I'm going to talk to you a little bit about what
20 you know about how Dr. Tudor's experience at Southeastern
21 those last couple of years, how it affected her.

22 You're good friends with Dr. Tudor; is that right?

23 A. Yes.

24 Q. And you've been friends with her both when she was at
25 Southeastern and continuing till today?

Exhibit 6

Jury Trial - Volume 4
November 16, 2017

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

DR. RACHEL TUDOR,)	
)	
Plaintiff,)	
)	
vs.)	Case No. CIV-15-324-C
)	
SOUTHEASTERN OKLAHOMA STATE)	
UNIVERSITY and THE REGIONAL)	
UNIVERSITY SYSTEM OF)	
OKLAHOMA,)	
)	
Defendants.)	
)	

VOLUME 4
TRANSCRIPT OF JURY TRIAL
BEFORE THE HONORABLE ROBIN J. CAUTHRON
THURSDAY, NOVEMBER 16, 2017; 9:15 a.m.
OKLAHOMA CITY, OKLAHOMA

Proceedings recorded by mechanical stenography,
transcript produced by computer.

Jury Trial - Volume 4
November 16, 2017

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21 For the Defendants:

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23 Jeb E. Joseph
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Oklahoma City, Oklahoma 73105
dixie.coffey@oag.ok.gov
jeb.joseph@oag.ok.gov
tim.bunson@oag.ok.gov

Jury Trial - Volume 4
November 16, 2017

1 for tenure?

2 A. I'm sorry?

3 Q. When you reviewed Dr. Tudor's portfolio in 2009, you
4 reviewed it on the merits; correct?

5 A. Absolutely.

6 Q. And what was your decision based upon her merits?

7 A. That she didn't qualify for promotion and tenure.

8 Q. When one is denied tenure at a university, is that the
9 end of their academic career completely?

10 A. At that university.

11 Q. Do they have the ability to go to another college or
12 university and have a successful career?

13 A. Yes, they do, and that was part of the reason that she
14 was given another year. That was the reason that she was
15 given another year, so she could look for employment.

16 Q. If somebody is denied tenure at one university, does it
17 ruin their professional reputation?

18 A. I -- I would suppose not. It depends, I guess, why they
19 were terminated.

20 MS. COFFEY: Pass the witness, Your Honor.

21 THE COURT: We'll take our morning break. Don't
22 discuss the case or permit others to discuss it with you. Be
23 back in the jury deliberation room at 20 till.

24 And we'll be in recess.

25 (Jury exits courtroom.)

Exhibit 7

Jury Trial - Volume 3
November 15, 2017

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

DR. RACHEL TUDOR,)	
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Plaintiff,)	
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vs.)	Case No. CIV-15-324-C
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SOUTHEASTERN OKLAHOMA STATE)	
UNIVERSITY and THE REGIONAL)	
UNIVERSITY SYSTEM OF)	
OKLAHOMA,)	
)	
Defendants.)	
)	

VOLUME 3
TRANSCRIPT OF JURY TRIAL
BEFORE THE HONORABLE ROBIN J. CAUTHRON
WEDNESDAY, NOVEMBER 15, 2017; 9:15 a.m.
OKLAHOMA CITY, OKLAHOMA

Proceedings recorded by mechanical stenography,
transcript produced by computer.

Jury Trial - Volume 3
November 15, 2017

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17 Wellsfargo Building
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22 For the Defendants:

23 Dixie L. Coffey
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Attorney General's Office
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jeb.joseph@oag.ok.gov
tim.bunson@oag.ok.gov

Jury Trial - Volume 3
November 15, 2017

1 Was that Dr. McMillan's decision on your application
2 surprising to you?

3 A. Oh, yes. Actually, the faculty one was surprising too.
4 So that was very surprise -- a shock, in fact. I mean...

5 Q. Once you found out about Doug McMillan's decision on your
6 application, did you do anything to try to get more
7 information?

8 A. I spoke to John Mischo, who was the chair, a little bit.
9 And, at that time, there was not any requirement to provide a
10 written explanation, so I only got, oh, a little bit -- I
11 think it was, like, lack of collegiality or something, and
12 then later it was something to the effect of minimal
13 publications were the problem.

14 Then that's when I decided on my own to intervene in the
15 process.

16 Q. Was it because tenure is important?

17 A. Oh, yeah. I mean, your future at the school hangs on it.
18 You either get tenure or you're out in a tenure-track
19 situation.

20 Q. Okay. So why don't we talk a little bit about what you
21 did to try to intervene.

22 A. Right.

23 Q. Who did you try to talk to after John Mischo?

24 A. Well, I decided to start at the bottom, basically, with
25 John Mischo, the chair, going over it. And then I went to

Jury Trial - Volume 3
November 15, 2017

1 You know, especially -- I mean, tenure is such a critical
2 point in an academic career, that a person's -- you know, the
3 rest of their career is on the line. And so they definitely
4 should get feedback on it.

5 As I say, at that time there was not even a written
6 statement. You know, Doug McMillan's letter was just, like,
7 one line, "I do not" -- in capital letters -- "recommend
8 tenure, and I do not" -- capital letters -- "recommend
9 promotion."

10 Q. So did you talk to interim president Snowden about your
11 qualifications in the area of scholarship and research?

12 A. Right.

13 Q. So can you just tell me generally what you talked about?

14 A. Well, it was based on what I said to -- Doug McMillan's
15 response to me was to send a few --

16 MR. BUNSON: Objection, Your Honor. Hearsay.

17 THE WITNESS: Pardon?

18 THE COURT: Do you have an argument this falls
19 outside the hearsay rule?

20 MR. YOUNG: I do not, Your Honor.

21 THE COURT: All right.

22 Don't testify as to what someone told you, only what you
23 did or said.

24 THE WITNESS: Even in an interview with that person?

25 THE COURT: Yes.

Exhibit 8



Economic News Release



Consumer Price Index Summary

Transmission of material in this release is embargoed until
8:30 a.m. (ET) October 13, 2021 USDL-21-1831

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CONSUMER PRICE INDEX – SEPTEMBER 2021

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.4 percent in September on a seasonally adjusted basis after rising 0.3 percent in August, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 5.4 percent before seasonal adjustment.

The indexes for food and shelter rose in September and together contributed more than half of the monthly all items seasonally adjusted increase. The index for food rose 0.9 percent, with the index for food at home increasing 1.2 percent. The energy index increased 1.3 percent, with the gasoline index rising 1.2 percent.

The index for all items less food and energy rose 0.2 percent in September, after increasing 0.1 percent in August. Along with the index for shelter, the indexes for new vehicles, household furnishings and operations, and motor vehicle insurance also rose in September. The indexes for airline fares, apparel, and used cars and trucks all declined over the month.

The all items index rose 5.4 percent for the 12 months ending September, compared to a 5.3-percent rise for the period ending August. The index for all items less food and energy rose 4.0 percent over the last 12 months, the same increase as the period ending August. The energy index rose 24.8 percent over the last 12 months, and the food index increased 4.6 percent over that period.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un- adjusted 12-mos. ended Sep. 2021
	Mar. 2021	Apr. 2021	May 2021	June 2021	July 2021	Aug. 2021	Sep. 2021	
All items.....	.6	.8	.6	.9	.5	.3	.4	5.4
Food.....	.1	.4	.4	.8	.7	.4	.9	4.6
Food at home.....	.1	.4	.4	.8	.7	.4	1.2	4.5
Food away from home (1).. ¹	.1	.3	.6	.7	.8	.4	.5	4.7
Energy.....	5.0	-.1	.0	1.5	1.6	2.0	1.3	24.8
Energy commodities.....	8.9	-1.4	-.6	2.6	2.3	2.7	1.3	41.7
Gasoline (all types)....	9.1	-1.4	-.7	2.5	2.4	2.8	1.2	42.1
Fuel oil (1).....	3.2	-3.2	2.1	2.9	.6	-2.1	3.9	42.6
Energy services.....	.6	1.5	.7	.2	.8	1.1	1.2	8.5
Electricity.....	.0	1.2	.3	-.3	.4	1.0	.8	5.2
Utility (piped) gas service.....	2.5	2.4	1.7	1.7	2.2	1.6	2.7	20.6
All items less food and energy.....	.3	.9	.7	.9	.3	.1	.2	4.0
Commodities less food and energy commodities....	.1	2.0	1.8	2.2	.5	.3	.2	7.3
New vehicles.....	.0	.5	1.6	2.0	1.7	1.2	1.3	8.7
Used cars and trucks....	.5	10.0	7.3	10.5	.2	-1.5	-.7	24.4
Apparel.....	-.3	.3	1.2	.7	.0	.4	-1.1	3.4
Medical care commodities (1).....	.1	.6	.0	-.4	.2	-.2	.3	-1.6
Services less energy services.....	.4	.5	.4	.4	.3	.0	.2	2.9
Shelter.....	.3	.4	.3	.5	.4	.2	.4	3.2
Transportation services	1.8	2.9	1.5	1.5	-1.1	-2.3	-.5	4.4
Medical care services...	.1	.0	-.1	.0	.3	.3	-.1	.9

1 Not seasonally adjusted.

Food

The food index increased 0.9 percent in September, following a smaller 0.4-percent increase in August. The food at home index increased 1.2 percent over the month as all six major grocery store food group indexes rose. The index for meats, poultry, fish, and eggs rose 2.2 percent over the month as the index for beef rose

4.8 percent. The index for other food at home increased 1.1 percent in September after rising 0.6 percent in August. The index for nonalcoholic beverages increased 1.2 percent in September, its fourth consecutive monthly increase. The index for fruits and vegetables rose 0.6 percent in September, a larger increase than the 0.2-percent increase reported in August. The index for cereals and bakery products increased 1.1 percent over the month, while the index for dairy and related products rose 0.7 percent.

The food away from home index rose 0.5 percent in September after increasing 0.4 percent in August. The indexes for limited service meals and for full service meals both increased 0.6 percent in September. These increases offset a decline in the index for food at employee sites and schools, which continued to fall, decreasing 6.4 percent in September.

The food at home index rose 4.5 percent over the past 12 months as all of the six major grocery store food group indexes increased over the period. The largest increase was the index for meats, poultry, fish, and eggs, which increased 10.5 percent as the index for beef rose 17.6 percent over the year. The smallest increase was the dairy and related products index, which rose 0.6 percent over the last 12 months. The index for food away from home rose 4.7 percent over the last year. The index for limited service meals rose 6.7 percent over the last 12 months, and the index for full service meals rose 5.2 percent, while the index for food at employee sites and schools declined sharply.

Energy

The energy index rose 1.3 percent in September, its fourth consecutive monthly increase. The gasoline index rose 1.2 percent in September after increasing 2.8 percent in August. (Before seasonal adjustment, gasoline prices rose 0.3 percent in September.) The electricity index increased 0.8 percent in September following a 1.0-percent increase the prior month. The index for natural gas also increased in September, rising 2.7 percent; this was its eighth consecutive monthly increase.

The energy index rose 24.8 percent over the past 12 months as all the major energy component indexes increased. The gasoline index rose 42.1 percent over the last year. The index for electricity increased 5.2 percent and the index for natural gas rose 20.6 percent over the last 12 months.

All items less food and energy

The index for all items less food and energy rose 0.2 percent in September. The shelter index increased over the month, rising 0.4 percent. The index for rent rose 0.5 percent in September, while the index for owners' equivalent rent rose 0.4 percent over the month. Other indexes that increased over the month include the index for new vehicles, which rose 1.3 percent following a 1.2-percent increase the previous month; and the index for household furnishings and operations, which increased 1.0 percent in September as the indexes for furniture and bedding and for appliances rose.

The motor vehicle insurance index rose 2.1 percent in September, after falling 2.8 percent in August. The index for communication and the index for education both increased 0.4 percent over the month. The recreation index rose 0.2 percent in September after increasing 0.5 percent the prior month.

In contrast to these increases, several indexes declined in September. The index for airline fares continued to fall sharply, decreasing 6.4 percent over the month after falling 9.1 percent in August. The apparel index also decreased in September, declining 1.1 percent over the month after rising 0.4 percent in the previous month. The index for used cars and trucks fell 0.7 percent this month, continuing to decline after it decreased 1.5 percent in August.

The medical care index was unchanged in September, with its component indexes mixed. The index for prescription drugs rose 0.8 percent over the month and the index for hospital services increased 0.1 percent. In contrast, the physicians' services index declined 0.3 percent in September.

The index for all items less food and energy rose 4.0 percent over the past 12 months. The index for used cars and trucks increased 24.4 percent over the span. The index for new vehicles rose 8.7 percent, the largest 12-month increase since the period ending September 1980. The shelter index increased 3.2 percent over the last 12 months, and the household furnishings and operations index rose 5.1 percent. The index for medical care rose 0.4 percent over the last year, with the index for physicians' services rising 3.8 percent and the index for hospital services increasing 3.2 percent. The prescription drugs index fell 1.6 percent, one of the few indexes to show a 12-month decline.

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 5.4 percent over the last 12 months to an index level of 274.310 (1982-84=100). For the month, the index increased 0.3 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 5.9 percent over the last 12 months to an index level of 269.086 (1982-84=100). For the month, the index rose 0.3 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 5.3 percent over the last 12 months. For the month, the index increased

0.3 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for October 2021 is scheduled to be released on Wednesday, November 10, 2021 at 8:30 a.m. (ET).

Coronavirus (COVID-19) Pandemic Impact on September 2021 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in September was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed. While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm.

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents about 93 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents about 29 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visits or telephone calls by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample

from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see <https://www.bls.gov/cpi/tables/variance-estimates/home.htm>.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	$9.0/112.500 \times 100 = 8.0$	$18.0/225.000 \times 100 = 8.0$	$18.0/110.000 \times 100 = 16.4$

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2021.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year. The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this "prior adjusted" data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2021, BLS adjusted 72 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels, electricity, and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2021, revised seasonal factors and seasonally adjusted indexes for 2016 to 2020 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2020 will be applied to data for 2021 to produce the seasonally adjusted 2021 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment

status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. Thirty-four of the 81 components of the U.S. city average all items index are not seasonally adjusted for 2021.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm or contact the CPI seasonal adjustment section at 202-691-6968 or cpiseas@bls.gov.

Information from this release will be made available to sensory impaired individuals upon request. Voice phone: 202-691-5200; Federal Relay Service: 1-800-877-8339.

- [Table 1. Consumer Price Index for All Urban Consumers \(CPI-U\): U. S. city average, by expenditure category](#)
- [Table 2. Consumer Price Index for All Urban Consumers \(CPI-U\): U. S. city average, by detailed expenditure category](#)
- [Table 3. Consumer Price Index for All Urban Consumers \(CPI-U\): U. S. city average, special aggregate indexes](#)
- [Table 4. Consumer Price Index for All Urban Consumers \(CPI-U\): Selected areas, all items index](#)
- [Table 5. Chained Consumer Price Index for All Urban Consumers \(C-CPI-U\) and the Consumer Price Index for All Urban Consumers \(CPI-U\): U.S. city average, all items index](#)
- [Table 6. Consumer Price Index for All Urban Consumers \(CPI-U\): U.S. city average, by expenditure category, 1-month analysis table](#)
- [Table 7. Consumer Price Index for All Urban Consumers \(CPI-U\): U.S. city average, by expenditure category, 12-month analysis table](#)
- [HTML version of the entire news release](#)

The PDF version of the news release

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Exhibit 9



September

Title	Average Interest Rates	
	September 30, 2021	September 30, 2020
Interest-bearing Debt:		
Marketable:		
Treasury Bills	0.053	0.179
Treasury Notes	1.450	1.858
Treasury Bonds	3.124	3.490
Treasury Inflation-Protected Securities (TIPS)	0.492	0.677
Treasury Floating Rate Note (FRN)	0.435	0.261
Federal Financing Bank	2.598	2.644
Total Marketable	1.470*	1.635
Non-marketable:		
Domestic Series	7.577	8.044
Special Purpose Vehicle	0.020	0.070
Foreign Series	7.312	7.312
State and Local Government Series	0.734	1.151
United States Savings Securities	2.518	2.847
United States Savings Inflation Securities	4.822	3.041
Government Account Series	2.123	2.256
Government Account Series Inflation Securities	1.106	1.257
Total Non-marketable	2.092*	2.221
Total Interest-bearing Debt	1.605*	1.772

* The Average Interest Rates for Total Marketable, Total Nonmarketable, and Total Interest-bearing Debt do not include the Treasury Inflation-Indexed Securities and the Treasury Floating Rate Notes.

[Excel Version](#)

Exhibit 10

A	B	C	D	E	F	G	H	I
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Back pay damages for Dr. Rachel Tudor

Academic Year	Period	Salary Card Earnings	Retirement	Summer Session and Class Overload	Trad'l Fringe Benefits	Prof. Fringe Benefits	Total But For Compensation	Cumulative Total
2010-2011	8/1/10 – 7/31/11	\$3,036	\$185.20				\$3,036.00	\$3,036.00
2011-2012	8/1/11 – 7/31/12	\$54,361	\$3,316.02	\$5,800	\$7,916.52	\$6,328.87	\$77,722.41	\$80,758.41
2012-2013	8/1/12 – 7/31/13	\$54,907	\$3,349.33	\$5,800	\$7,916.52	\$6,328.87	\$78,301.72	\$159,060.13
2013-2014	8/1/13 – 7/31/14	\$55,453	\$3,382.63	\$5,800	\$7,916.52	\$6,328.87	\$78,881.02	\$237,941.15
2014-2015	8/1/14 – 7/31/15	\$55,999	\$3,415.94	\$5,800	\$7,916.52	\$6,328.87	\$79,460.33	\$317,401.48
2015-2016	8/1/15 – 7/31/16	\$56,545	\$3,449.25	\$5,800	\$7,916.52	\$6,328.87	\$80,039.64	\$397,441.12
2016-2017	8/1/16 – 7/31/17	\$57,091	\$3,482.55	\$5,800	\$7,916.52	\$6,328.87	\$80,618.94	\$478,060.06
2017 Pre-verdict	8/1/17-11/17/17	\$14,409	\$878.96	\$0	\$1,979.13	\$1,582.22	\$18,849.56	\$496,909.62
		*This reflects only the increase for Associate Professor with tenure.						