

September 12, 2005  
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To: . . . , Chair of Faculty Senate

From: Kathi Kurtzman, former Teacher of Piano in Department of Music (please see enclosed résumé)

Subject: Violation of Policy on Academic Freedom, Responsibility and Tenure

In accordance with the provisions of Article VII of the Policy on Academic Freedom, Responsibility and Tenure, I am writing to register a formal grievance regarding violation of Articles I and VII with respect to my termination as a Teacher of Piano in the Department of Music for the past 17 years, full-time since 1991 under an Arts and Sciences policy promulgated at that time by Dean Martin Israel.

The reasons for my termination were twofold:

1. A decade-long effort of retaliation against me as a witness and wife of someone involved in a Title VII sexual harassment and discrimination complaint. Those responsible for this retaliation are Dean Edward . . . , Profs. . . , . . . , and . . . , and Senior Lecturer . . . .
2. Conflicts of interest involving the head of the piano division in the Department of Music, . . . .

Enclosed are copies of the letters relevant to my termination (Exhibit A). Professional considerations, namely the quality of my teaching and the fulfillment of my contracted duties, played no part in my termination. As a demonstration of this, I enclose more than thirty letters and e-mails from former students as well as a petition signed by my spring 2005 students, all sent to Dean James McCleod of the Faculty of Arts and Sciences protesting my termination (Exhibit B), and a sample of my teaching evaluations from recent years (Exhibit C). According to Dean McCleod, the petition and all of these letters and e-mails were forwarded to current department chair, . . . , who has ignored them. Copies of the full run of my teaching evaluations for recent years are available at your request. Copies of the relevant portions of taped interviews mentioned in the narrative below are enclosed. There are several witnesses to the circumstances and events described below, and I would be happy myself to meet with you in person regarding this matter, to provide the names of witnesses, and to provide any further explanation of the context of documents submitted or circumstances described herein. I have not included the names of several witnesses still employed at the University in this grievance, because some have themselves repeatedly expressed their fear of retaliation.

The terms for my potential reappointment set out in . . . 's letter of March 31, 2004, were outside the scope of my contract, unprecedented, inappropriate, and to the best of my knowledge, have

never been required of anyone else in a comparable position. Conversation with several other Teachers of Applied Music confirms this.

My termination also ensured the continuation of . . . , wife of . . . , as a part-time Teacher of Piano without potential loss of her job or of students. . . . has a twelve-year history of conflicts of interest regarding his wife, noted by two successive chairs of the Department of Music and others in the department as well.

I request the right of rebuttal to anything said or written in response by those against whom I am lodging this grievance. Dean . . . ' 1995 investigation of the allegations made against my husband and subsequent documents demonstrate numerous instances of deliberate falsehoods and misrepresentations on the part of . . . , . . . , . . . and . . . , as well as Dean . . . himself.

For the past ten years I have felt under constant siege from those in the Department of Music who attacked my husband, as well as their supporters. In the remainder of this letter, I will describe in detail, first the history of retaliation against me by those named above (pp. 2-8), and in a second section, the history of . . . 's conflict of interest (pp. 9-10).

### I. History of Retaliation

In the spring of 1995, a group of women in the Department of Music, led by . . . and . . . (no longer with Washington University) filed charges of sexual harassment, discrimination, and conflicts of interest against my husband, Prof. Jeffrey Kurtzman. The results of the subsequent investigation were suppressed by Dean . . . , but a recent letter from former faculty member . . . (Exhibit D), which confirms what the investigators separately told both my husband and me, demonstrates that the investigators did not find anything incriminating on the part of my husband (in their meetings with my husband and me, the investigators repeatedly denounced the complainants). Nevertheless, . . . ignored the results of the investigation, reversed the conclusions of the investigators, and imposed severe sanctions on my husband in July, 1995.

As soon as . . . had announced his sanctions, the retaliation against me began. I had for three years been Piano Coordinator, an administrative role which occupied an average of approximately two hours per week. This role made me responsible for assigning new piano students to specific teachers and scheduling piano examinations at the end of each semester. . . . had previously been Piano Coordinator, but had been removed by my husband from this position when he was chair of the department because she had continuously abused her role as a member of his administrative staff and could not be trusted to tell the truth either to him or to other members of the piano faculty. She had refused to heed any of his suggestions for improving her performance, and he finally removed her from that position, but without change of salary.

When I became the new Piano Coordinator, instead of unilaterally assigning piano students, as . . . , had done, I organized a committee of the entire piano faculty to make the assignments, so that there was a fair distribution of more advanced students among the non-tenured piano teachers (. . . had always taken all those students for herself). With the exception of . . . , who attended these sessions only twice, the rest of the piano faculty regularly participated. In his first personnel evaluations of my teaching on March

28, 1994, then chair of the department . . . had commented favorably on my performance in the role of Piano Coordinator (Exhibit E), though I believe he undervalued my teaching, based on my student evaluations of that year (. . . himself has no experience as either a performer or teacher of a musical instrument). His remark on better cooperation in the future refers specifically to the lack of cooperation exhibited by . . . in the registration process. In January 1995, in recognition of the increased administrative load this job entailed, he decreased my teaching hours by a corresponding amount (Exhibit F), and in a memo of March 3, 1995 to the piano faculty, he encouraged all piano faculty to participate in the piano auditions and registration, another reference to . . . 's refusal to participate (Exhibit G). Again in the spring of 1995 . . . evaluated my teaching positively, including an appreciation of the way I handled the role of Piano Coordinator (I am unable to find my copy of this letter, but it should be in my departmental personnel file). However, on July 26, 1995, as soon as Dean . . . had imposed penalties on my husband, . . . and . . . wrote to Dean . . . demanding that I be fired. The Dean did not respond to this demand, but in August 1995 . . . , I believe at the insistence of . . . , . . . and . . . (. . . has always been very closely aligned with . . . and in a taped phone interview of September 5, 2005, . . . , former secretary/receptionist in the department, observes that . . . was a "silent partner" with . . . in the running of the department.), called me into his office and, in the presence of . . . , the only tenured pianist on the faculty, fired me as Piano Coordinator in a very unpleasant, hostile, and rude manner.

On August 22, 1995, my husband protested this action in writing to Dean . . . (Exhibit H-1), but . . . simply dismissed it, without investigation, as not retaliation (Exhibit H-2). In a letter to me of August 21, 1995, . . . explained my firing as part of an annual re-evaluation "of the administrative aspects of the piano program," indicating that the chair "makes whatever changes may seem warranted by circumstances" (Exhibit I). He also states that . . . had administered the piano program for three years on guidelines drawn up in 1989. The first statement is untrue—there was no systematic annual re-evaluation of the administration of the piano program—only of my personal performance as a teacher and as Piano Coordinator and of the guidelines for assignment of student. The second statement is misleading since . . . had administered the piano program continuously for well more than a half-dozen years, and the administrative memo drawn up in 1989 by my husband was an effort to curb her continuing abuses in that role.

Coming directly upon the heels of . . . 's and . . . 's attempt to have me fired, coupled with . . . 's collaboration in . . . 's and . . . 's attack on my husband and the harsh and angry manner in which this firing took place, his excuse of administrative re-evaluation is not credible. The "changes . . . warranted by circumstances" were the retaliatory pressures put upon . . . by . . . , . . . and . . . to remove me from my position as Piano Coordinator. As . . . 's August 21 letter states, he gave the role of Piano Coordinator to . . . (Exhibit I). . . . , like others in the department, recognized that . . . was not temperamentally suited to administering the process, so, as stated in his letter, he appointed . . . , an alumnus and part-time teacher of music history, to actually handle the administrative aspects of the job, presumably paying . . . an added fee for undertaking this task. Firing me as Piano Coordinator thus incurred more expense for the department.

I do not believe that . . . himself held any personal grudge against me, but that he was responding to the pressure placed on him by . . . , . . . , and . . . 's next evaluation of my teaching did not reflect any retaliatory effort on his part, and on the same date as the letter mentioned above, August 21, 1995, he circulated a policy regarding the assignment of extra piano students, updating earlier versions, in which he continued to recognize my longevity in the department (Exhibit J). . . . himself used the word "seniority" in an accompanying memo he had sent me in 1994 with an earlier version of this policy (Exhibit K).

Even though . . . noted that my salary had not changed, the result of my dismissal as Piano Coordinator was that the fair distribution of more advanced students ceased, and I received mostly beginners and the least advanced students. The only advanced students I did receive were either late registrants, when . . . 's and . . . 's loads were already filled, or a few students that . . . funneled my way. The other more advanced students were assigned by Prof. . . . to his wife, . . . , a more recently hired part-time piano teacher. Prof. . . . has received numerous complaints from others over the years about this obvious nepotism, but the assignment of advanced students to his wife has continued from when Prof. . . . first became Piano Coordinator to the present day (see below, under Conflicts of Interest).

. . . 's subsequent behavior shows that the message he and others took from . . . 's memo was that retaliation against those connected to my husband would not have any consequences for the retaliator. During the years from 1995 until the present, I have been the subject of frequent hostility from . . . and . . . , expressed in scowls, facial expressions, and being studiously ignored, so much so that I could expect to encounter a hostile atmosphere at any time I was present in the department. That this was not paranoia on my part is confirmed by the observations of . . . , who in the afore-mentioned taped interview declares that . . . , . . . , . . . , and . . . all ignored and ostracized me within the department.

During the chairmanship of . . . (1996-1999) there was a hiatus in acts of retaliation against me from the chair's office. However, when . . . became chair of the Department of Music in January 2000, the retaliation against me resumed in earnest (. . . was . . . 's mentee). In a taped interview my husband later took from former departmental accountant . . . , . . . speaks at length about . . . 's and his secretary Wanda Harry's persistent harping to the office staff about their hostility to my husband and frequent hushed conversations with certain members of the faculty where that was obviously the subject. Acting against me was a way of retaliating against both my husband *and* me (the Eighth Circuit Court of Appeals has ruled that retaliation against one spouse can constitute retaliation against the other). In the above-mentioned taped interview with . . . , who remained in her position until July 2002, . . . observes that it was obvious to her that . . . was intent on "getting rid" of me and that my ostracism in the department became worse as soon as . . . became chair. That ostracism again came from . . . , . . . , . . . , and . . . .

At the beginning of his term as chair . . . attempted to fire me, urged on, I believe, by . . . and . . . . In the semester before . . . became chair, another member of the faculty told me

that . . . had been boasting in the department that she was . . . 's close friend and that when he became chair, there were going to be changes in the piano program. According to this same member of the faculty, . . . told . . . that . . . had to do whatever . . . wanted, apparently for political reasons. In her September 5, 2005 interview, . . . declares that from the beginning of . . . 's term as chair, she overheard . . . and . . . on many occasions discussing the operations of the department and that . . . was constantly in . . . 's office. . . 's observation is that . . . was again a "silent partner" in the running of the department, and . . . has noted in a recent conversation how close the relationship between . . . and . . . was and how deferential . . . was to her. However, . . . encountered strong resistance to my firing from . . . , head of the piano program, who told me himself about this. Having determined that he couldn't just fire me outright, . . . enlisted . . . , whom he knew to be extremely hostile to me, to be one of my two triennial evaluators, the other, . . . . On March 9, 2000, when I received written notification that . . . would be my evaluator (Exhibit L-1), the hostile intent was obvious. I protested in person and in writing to . . . on March 20, 2000 about this matter (Exhibit L-2), and after being treated poorly by him in the meeting, protested again in writing (Exhibit L-3). After his attempt to fire me, . . . 's response of March 24, 2000 (Exhibit L-4) is disingenuous, for I never said that there was nothing to discuss about my evaluation and departmental procedures established in 1990 (Exhibit L-5) called for tenured faculty to evaluate Lecturers (at that time the position of Teacher of Applied Music, closely related to Lecturers, did not exist). Non-tenured faculty, to the best of my knowledge, and certainly in the piano division, had never before been assigned to evaluate other non-tenured faculty. Only after I had a lengthy meeting with . . . , Vice-Chancellor for Human Resources, and presented her with information about the history of . . . 's activities in the department and hostility toward me did . . . relent and simply allow . . . to be my evaluator.

On May 24, 2000 . . . evaluated my teaching positively (Exhibit M-1), but expressed his concern that "unlike other full-time teachers of applied music, you do not attend faculty meetings or participate visibly in the life of the department." On August 30, I responded to his criticism about my not attending faculty meetings, explaining to him by e-mail the hostility with which I was received in the department as the reason for my reluctance to attend (Exhibit M-2). Furthermore, it has never been in my contract that I am required either to attend faculty meetings (I had no vote and the circulated minutes of the meetings contain all of the relevant information conveyed) or participate in the life of the department outside my contracted teaching. Indeed, several other full-time teachers of applied music have told me they do not do anything in or for the department apart from their contracted teaching.

After his May 24, 2000 evaluation . . . did not fulfill his responsibility to provide an annual evaluation of my work until his letter of March 31, 2004 (Exhibit A-1). Guitar teacher . . . . has likewise noted that he did not receive an annual evaluation from . . . until he specifically requested one in the spring of 2005.

In the fall of 2002, along with other Teachers of Applied Music, I was asked by . . . to write an evaluation of . . . 's performance as chair in consideration of his possible reappointment (Exhibit N-1). I wrote a negative review of his performance, despite my fear of retaliation (Exhibit N-2). I had no faith that the letter would be kept confidential

as requested in writing, and it may well have been shown to . . . or the contents transmitted to him in some way by . . . , . . . or someone else.

The next retaliatory act by . . . came on March 31, 2004, when I received my annual letter of reappointment (Exhibit A-1). During the fall term of 2003, the number of piano students had fallen off from previous levels, and . . . had the students distributed so that each piano teacher had a smaller-than-contracted load. I had sent him a memorandum noting my greater seniority as a Teacher of Applied Music, suggesting I should have been given a full load (Exhibit O-1). . . . replied that seniority had never played any part in departmental teaching assignments (Exhibit O-2). This was untrue, for . . . had written the afore-mentioned policy of August 21, 1995 (as well as its predecessors) regarding the assignment of extra students in which my longevity was recognized in the hierarchy (Exhibits I and J).

In my reappointment letter of March 31, 2004 (Exhibit A-1), . . . noted that there may not be enough piano students for full-time appointments for everyone in the academic year 2005/2006, depending on the number of enrolled students, and in the last paragraph made an obvious threat that I might not receive a full-time appointment unless I made further contributions "to the department and to the musical life of the university beyond teaching," even though my contract nor, to the best of my knowledge, that of any other applied music teacher required any duties or contributions beyond those stated in the contract. I asked for an appointment with . . . to clarify his meaning (Exhibit A-2), and when I went to see him, he at first seemed to have nothing at all in mind. After my prompting and his thinking a bit, he told me I needed to be more "active" in the department (without specifying what that meant). Upon my prodding, he said he wanted me to attend faculty meetings, and he finally made it clear that he expected me to do unpaid piano accompanying in order to be considered favorably for continued status as a Teacher of Applied Music should there be a future shortage of piano students.

Several full-time non-tenured applied music teachers have confirmed that they received no such warning or have ever received a statement of expectation of extra, unpaid work as a condition of their reappointment. Several of them have also declared that they do nothing more for the Department of Music than their contracted responsibilities, as I believe is the case for the vast majority of full- and half-time Teachers of Applied Music. To the best of my knowledge, none of the other Applied Music Teachers has ever been told they are expected to perform extra, unpaid duties for the department nor told to be more "active" in the department, nor, to the best of my knowledge, have any of the full- or half-time or other part-time piano teachers received a warning that they need to perform extra, unpaid duties in order to maintain their current teaching loads, appointment status, and salaries. It is unprecedented to tell someone his or her reappointment (after 16 years full-time) is contingent on performing extra, unpaid work.

Because of the shortage of piano students that had occurred in 2003, Dean . . . had been urging . . . to reduce the number of contract piano teachers in the department (see Exhibits O-1 and O-2). Despite the fact that no such shortage of piano students has since then occurred, and it even appears that the piano teaching loads of Sandra Geary and Alla Voskoboynikova may have recently increased, . . . singled me out in my March 31, 2004

contract letter to set me up for a possible reduction in teaching and salary or even outright termination. Especially in light of his previous hostile actions and attempts at retaliation against me, it was obvious to me that . . . hoped to use the 2003 shortage of students to finally complete the retaliation that had begun with . . . 's and . . . 's effort in 1995 to have me fired.

During the academic year 2004/2005, despite its inappropriateness, I followed . . . 's suggestion and made it a point to attend the faculty meetings to which the non-voting faculty were invited (with the exception of those when I was out of town). Already in 2004 I had accompanied a departmental vocal student, Debra Hillebrand, in two off-campus concerts. In January of 2005 I did the same for music faculty member James Harr. In neither case did I receive any remuneration from either the Department of Music or the performer. At the beginning of the spring semester, 2005, I asked . . . how I was doing with respect to what he had said he expected of me. . . . 's response was positive; he acknowledged I had been attending faculty meetings and that I was more "visible" in the department. I also asked . . . to inform me if I needed to do anything in addition. He had nothing to suggest at that time, so I asked him to let me know if he could think of anything more, but I received no further word from him or anyone else in the department until his letter of March 31, 2005 firing me (Exhibit A-3), citing as his reason for terminating me that I had not fulfilled the criteria he had set out in his letter of March 31, 2004. I believe that both . . . and . . . urged . . . to fire me and played an active role in the decision. I believe . . . also participated in this decision. Dean . . . must also have participated in my impending firing, since he must have already approved the 2005/2006 budget without my salary in it. Indeed, my husband had already warned him of the potential for retaliation against me in a letter regarding the pending appointment of . . . as the next chair of the department (Exhibit P).

. . . does not appear to have considered firing or reducing the load of . . . , whose teaching, role and conduct in the department have been problematic for many years. Nor does he appear to have considered reducing the teaching loads of . . . , . . . , or . . . in order to retain me. . . . and . . . were originally hired as accompanists, have much less seniority, and have only been given piano students as the need for additional teaching hours arose. Nor is it obvious that piano enrollments are low enough that it is any longer necessary to reduce the number of contract teachers. While I do not have access to overall piano enrollment figures, the frequency with which Mrs. . . . , . . . , and . . . were seen teaching in the department in the spring term 2005, as well as the significantly longer duration of end-of-the-semester juries, both suggest that there are ample piano students to fill everyone's load.

On April 11, 2005 I wrote . . . (Exhibit A-4), reminding him of my visit to him and what he had said, but in his response (Exhibit A-5) to other questions raised in this letter about future teaching in the department he made no mention of the criteria—illegitimate in any case—under which he had fired me. . . . postponed any response to my questions about teaching those students who wished to continue studying with me, citing as his reason a new incoming chair. Therefore I submitted the same questions on July 1, 2005 to . . . , the newly appointed chair (Exhibit A-6). The response I received (Exhibit A-7) demonstrates that . . . 's and . . . 's plan was to distribute my students among other

teachers, increasing their loads, rather than allowing those students who wished to continue their studies with me to do so. Such a plan confirms that the principal objective of . . . and . . . was to fulfill the attempt begun by . . . ten years before to retaliate against me not only by denying me full-time employment, but also by dismissing me from the faculty altogether. The fact that . . . has ignored the letters and the petition from those students who wanted to continue studying with me this academic year indicates her indifference to student needs in light of her determination to remove me from the department. After I moved out of my office, which is one of the largest and most desirable in the department, . . . took possession of it for himself.

I was born with a cleft palate, and my speech is softer, more breathy, and less articulate with consonants than that of most people. . . ., in her phone interview of September 5, 2005, notes that someone in the office repeatedly made fun of my speech, though she does not remember who. It is probable that one or more other members of the office staff also noted this, especially since their workplace is in closer physical proximity to the chair's office than . . . 's, and would be able to identify the individual, whether . . ., . . ., . . ., . . ., or . . . Such conduct is not only unacceptable, if it were by any of these individuals, it confirms the hostile atmosphere that was behind my dismissal.

According to the criteria by which . . ., . . . and . . . were promoted to Lecturer in 1987 and . . . in the 1990s, and the criteria by which . . . and . . . were promoted to Senior Lecturer sometime later, as well as the criteria for appointment to Lecturer elsewhere in Arts and Sciences, I should have been promoted to Lecturer by the late 1990s, and to Senior Lecturer by the present time on the basis of the excellence of my teaching. However, I have never been considered for promotion, and the actions of . . ., . . ., . . ., . . ., . . . and others all make it clear that I could never have been promoted. For that reason I have never even asked for promotion, knowing that it would not only be futile, but also would result in a negative reaction toward me. Had these promotions been granted me, it would have resulted in a less strenuous teaching load and higher salary. On the other hand, both . . . and . . ., active participants in the 1995 complaint against my husband, were both promoted to Senior Lecturer.

## II. Conflicts of Interest by . . ., Head of the Piano Division

Although . . . opposed my firing in 2000, I believe (and his recent behavior suggests) that he supported and perhaps even encouraged my firing in 2005 in order to protect his own wife, . . ., from losing any of her teaching in the Department of Music. In addition, Prof. . . . has been involved in widely recognized conflicts of interest regarding his wife in violation of University conflict-of-interest policies since Mrs. . . . first began teaching more than a few piano students in the Department of Music, c. 1994. Those conflicts of interest came to a head with my termination, since even if . . . had remained neutral on this matter, . . . protected Mrs. . . . and his own relationship with Prof. . . . by firing me instead of reducing Mrs. . . . 's load or terminating her. While Mrs. . . . is without question a fine pianist, the frequent poor performance of her students at piano juries, observed not only by me, does not speak well for her qualities as a teacher. A number of times in recent years Prof. . . . has told both me and others that “. . . deserves to teach



here.” But with my excellent teaching record spanning 17 years, I apparently do not. There could be no more patent violation of University conflict-of-interest policies.

Prof. . . . ’s conflict of interest with respect to his wife dates back to my husband’s last year as chair (1992/93). At that time . . . approached him about Mrs. . . . teaching piano on a more extensive scale in the department (she already taught an occasional harpsichord student and had substituted for Prof. . . . when he was on a semester’s sabbatical), since her job at the St. Louis Conservatory had been recently eliminated with the closing of that school, where she had principally taught harpsichord and early music performance. At the time, there were no additional piano students in our department for Mrs. . . . to teach beyond the loads already filled by . . . , . . . and myself. My husband also polled the piano faculty about Mrs. . . . as a possible addition to the faculty if enrollment rose, but no one expressed favor in her joining the faculty. Some already distrusted Prof. . . . , and no one knew anything about the quality of Mrs. . . . ’s teaching.

In the fall of 1993 new Department of Music Chair . . . approached my husband saying that Prof. . . . wanted to talk to him about Mrs. . . . teaching piano in the department. . . . was reluctant to agree and was seeking advice on how to handle the request. My husband pointed out to him the University’s new conflict of interest policy that prevented any faculty member from using his or her influence to effect the hiring or promotion of a spouse or other family member. After . . . met with Prof. . . . and described the University’s policy to him, . . . became very angry according to what . . . reported to my husband.

Nevertheless, as piano enrollments grew and more teaching hours were needed, Mrs. . . . was at some point added to the piano faculty as a result of pressure from her husband. When . . . appointed . . . to be Piano Coordinator in 1995 (see above, pp. 3-4), he began assigning the better students to Mrs. . . . , leaving me and another teacher with the beginners and less advanced students. During both . . . ’s and . . . ’s terms as chair, Prof. . . . was repeatedly in the chair’s office seeking advantages for his wife—both chairs remarked to others about this. During . . . ’s chairmanship, . . . , then Administrative Assistant to the chair, warned Prof. . . . directly about his being involved in conflicts of interest, but to no avail. When . . . became chair in 2000, the assignment of better students to Mrs. . . . continued, even when . . . began to participate with Prof. . . . in auditioning and assigning students. . . . simply joined with Prof. . . . in giving his wife better students and allocating the beginners and least advanced students to Mrs. Kurtzman and another teacher.

Ultimately, in March 2005, Prof. . . . ’s conflict of interest contributed materially to my termination, as described above.

