

NOTICE OF
RENDITION OF WRITTEN REASONS
FOR JUDGMENT

CIVIL SUIT NUMBER 184,363

**DR. CARLTON J. WINBERY, DR. FREDERICK L. DOWNING,
DR. JAMES R. HEATH AND DR. CONNIE R. DOUGLAS**

VERSUS

**LOUISIANA COLLEGE, LEON HYATT, JR., JOE AGUILLARD,
KENT AGUILLARD, ALAN SHOEMAKER, AMY
ROUSSELL AND LOUISIANA INERRANCY FELLOWSHIP**

STATE OF LOUISIANA

PARISH OF RAPIDES

THIS IS TO CERTIFY THAT on the 28TH day of March, 2012,
REASONS FOR JUDGMENT were rendered and signed in this case, minute
entry made and copies mailed to all counsel of record and unrepresented parties.

Alexandria, Louisiana, this 28th day of March, 2012.

ROBIN L. HOOTER
CLERK OF COURT

FILED
DATE March 28, 2012
Patricia S. Kreig
Deputy Clerk of Court

By: Patricia S. Kreig
Deputy Clerk of Court

MAILED TO:

Victor H. Sooter, P. O. Drawer 1671, Alexandria, LA 71309
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CIVIL SUIT NO. 184, 363

**DR. CARLTON J. WINBERY,
DR. FREDERICK L. DOWNING,
DR. JAMES R. HEATH AND
DR. CONNIE R. DOUGLAS**

NINTH JUDICIAL DISTRICT COURT

VERSUS

PARISH OF RAPIDES

**LOUISIANA COLLEGE, LEON HYATT, STATE OF LOUISIANA
JR. JOE AGUILLARD, KENT AGUILLARD,
ALAN SHOEMAKER,
AMY ROUSSELL AND LOUISIANA
INERRANCY FELLOWSHIP**

REASONS FOR JUDGMENT

Facts:

This matter comes before the court on a Declinatory Exception of Lack of Subject Matter Jurisdiction filed by Louisiana College on February 6, 2012. Petitioners are four (4) former professors of Louisiana College who have brought suit against the college asserting causes of action for defamation, intentional and negligent infliction of emotional distress, violations of the By-Laws and Faculty Handbook of Louisiana College and breach of a compromise agreement entered into by the parties in 1997.

Subject Matter Jurisdiction is the legal power and authority of a court to hear and determine a particular class of actions or proceedings. La. C.C.P. art. 2. Defendant asserts that the First Amendment of the United States Constitution and Article I, Section 8 of the Louisiana Constitution prohibit this court from hearing the issues alleged in plaintiffs' petition.

First Amendment:

Under the First Amendment to the United States Constitution, Congress is prohibited from making any law "respecting an establishment of religion, or prohibiting the free exercise thereof..." The separation of church and state and the guarantee of religious freedom enshrined in the First Amendment of the United States Constitution and in Art. 1, Sec. 8 of the Louisiana Constitution forbid the exercise of subject matter jurisdiction in ecclesiastical matters of religious organizations. *Serbian Eastern Orthodox Dioceses for the U.S. and Canada v. Milivojevich*, (1976) 426 U.S. 696, 96 S.Ct. 2372, 49 L.ed.2d 151. This limitation on jurisdiction extends to matters of religious discipline, faith, or custom, as well as to the appointment and removal of ministers. *Id.*

The First Amendment can be broken down into two sections: (1) The Free Exercise Clause and (2) The Establishment Clause. In the instant case, an analysis under the Free

Exercise Clause focuses on the religiously-affiliated nature of the College and the nature of the plaintiffs' role therein, while an analysis under the Establishment Clause focuses on the specific issues involved.

Free Exercise Clause:

Under the First Amendment, Congress is barred from making any law "prohibiting the free exercise" of religion. The Free Exercise Clause restricts the government's ability to intrude into ecclesiastical matters or to interfere with a church's governance of its own affairs." *Bollard v. California Province of the Society of Jesus*, 196 F.3d 940, 944 (9th Cir. 1999). It is well established that "[o]n matters of church discipline, faith, practice and religious law, the Free Exercise Clause requires civil courts to refrain from interfering with the determinations of the 'highest of these church judicatories to which the matter has been carried.'" *Lewis v. Seventh Day Adventists Lake Region Conference*, 978 F.2d 940, 940-942 (6th Cir. 1992); quoting *Watson v. Jones*, 80 U.S. (13 Wall.) 679, 727, 20 L.E. 666 (1871).

Since the passage of Title VII of the Civil Rights Acts of 1964, the Federal Courts of Appeals have uniformly recognized what has become known as the "ministerial exception" under the Free Exercise Clause. This exception is grounded in the First Amendment, but has been applied mostly in Title VII cases. The United States Supreme Court recently recognized and applied the ministerial exception in *Hosanna Tabor Evangelical Lutheran Church and School v. EEOC*...

The ministerial exception requires the court to make two findings:

- (1) that the institution in question is a "church"; and
- (2) that the plaintiff is a "minister" of that church.

The protection of the ministerial exception of the Free Exercise Clause has not been limited to churches, but has been extended to various religiously-affiliated institutions, including schools. *E.E.O.C. v. Catholic University*, 83 F.3d 455, 461 ***. (Cases cited by both parties are limited to employment discrimination claims under Title VII, wherein the court recognized the "religious institution" exception and found the institutions to be "churches" under the ministerial exception of the First Amendment.) In addition, a lay employee may be considered a "minister" if his/her primary duties were important to the spiritual or pastoral mission of the church. *Id.*

Defendant asserts that the Supreme Court decision in *Hosanna-Tabor* is controlling herein. 565 U.S. ____ (2012). However, its application to the instant case is limited. While *Hosanna-Tabor* does provide an excellent analysis of the second prong of the ministerial exception, i.e. the "minister" requirement, it does not provide any guidance on the first prong of the exception: i.e. the "church" requirement.

The plaintiff in *Hosanna-Tabor*, was a teacher at a Lutheran school. The school was directly affiliated with the Lutheran Church by the same name. *Hosanna-Tabor's* status as a

"church" was established and was not at issue on appeal. The only issue before the Court was whether or not the plaintiff teacher could be considered a "minister" of that church.

Before addressing the "minister" requirement, this court must first determine if Louisiana College meets the necessary requirements to qualify as a "church".

In 1996, in this same case, Hon. Thomas M. Yeager found that Louisiana College was not a church and the plaintiffs herein were not ministers:

The petitioners in this case are not ministers of a "church," but rather professors at Louisiana College; The Louisiana Baptist Convention is not "a church" but rather an association of "messengers from various Baptist churches in Louisiana. Louisiana College is not "a church" but an institution of higher learning governed by a Board of Trustees and Articles of Incorporation, on file with the Louisiana Secretary of State.

This case is different from the [sic] *Milivojovich* and *Joiner* in that it does not involve a disciplinary proceeding of petitioner by an ecclesiastical board who are discharging a duty entrusted to them by their church.

(Written Reasons for Judgment on Dilatory/Declinatory Exceptions, pp. 2-3 Hon. Thomas M. Yeager, September 24, 1996, emphasis omitted)

It is noted that Louisiana College was not a party to this lawsuit in 1996, so the finding by Judge Yeager is not determinative on that issue. In addition, more recent cases have extended the minister exception to include religion teachers at religiously affiliated institutions. However, for reasons stated below, Judge Yeager's finding that Louisiana College was not "a church" must be confirmed herein.

Louisiana College is a liberal arts college with a Christian emphasis. The college's mission, as set out in the faculty handbook, is to "provide a liberal arts education characterized by academic excellence, a commitment to the preeminence of the Lord Jesus, an allegiance to the authority of the Holy Scriptures, and a passion for changing the world for Christ by the power of the Holy Spirit." *Louisiana College Faculty Handbook*, 1.1 Mission. The handbook, like the mission statement, places a very significant emphasis on the importance of Christianity in education.

Defendant asserts that Louisiana College is a "church" under the ministerial exception because it is a "religious educational institution." LC cited numerous federal cases wherein the courts have declared religious educational institutions to be "churches." On the other hand, plaintiffs suggest that not *all* religious educational institutions can be considered a "church." Plaintiffs cite *E.E.O.C. v. Miss. College*, 626 F.2d 477 (5th Cir. 1980) as support therein. Thus the court must determine whether *all* religious educational institutions would qualify under the exception, or whether there are other criteria to consider.

The vast majority of the cases cited by defendant concern schools associated with a hierarchal church, including Catholic, Lutheran, and Episcopal schools. Of the few cases concerning non-hierarchal church schools, those schools qualifying under the church

requirement are limited to schools operating for the specific purpose of educating and training ministers. See, *E.E.O.C. v. Southwest Baptist Theological Seminary*, 651 F.2d 277 (5th Cir. 1981). Southwest Baptist is not a "liberal arts college" but is a seminary that is entirely devoted to the education of Baptist ministry. This distinction is critical to our analysis.

Hierarchical Churches:

Plaintiffs submit that the Ministerial Exception is only applicable in cases involving hierarchical churches. A review of jurisprudence confirms this assertion.

The U.S. Supreme Court first addressed the principles limiting the role of civil courts in the resolution of religious controversies that also affect civil rights in *Watson v. Jones*, 13 Wall. 678, 20 L.Ed. 666 (1882). *Watson* involved a diversity case decided before the First Amendment was rendered applicable to the States through the Fourteenth Amendment. With respect to *hierarchical churches*, *Watson* held:

[T]he rule of action which should govern civil courts ... is, that, whenever the questions of discipline, or of faith, or of ecclesiastical rule, custom, or law have been decided by the ***highest of these church judicatories to which the matter has been carried***, the legal tribunals must accept such decisions as final, and as binding on them, in their application to the case before them.

Id., at 727, 20 L.E. 666; (*emphasis added*)

Watson acknowledges that hierarchical churches create tribunals to resolve controversies concerning questions of faith and ecclesiastical government of the members, congregations, and officers within the general association. Therefore "[a]ll who unite themselves to such a body do so with an implied consent to this government, and are bound to submit to it." *Id.*, at 728. The Court noted further that "it would be a vain consent and would lead to the total subversion of such religious bodies, if any one aggrieved by one of their decisions could appeal to the secular courts and have them reversed." *Id.* Hence, the Court held that:

It is of the essence of these religious unions, and of their right to establish tribunals for the decision of questions arising among themselves, that those decisions should be binding in all cases of ecclesiastical cognizance, subject only to such appeals as the organism itself provides for.

Id., at p. 729.

More recently, in *Serbian Eastern Orthodox Dioceses for the U.S. and Canada v. Milivojevich*, 426 U.S. 696 (1976), the Supreme Court noted that:

[T]he First and Fourteenth Amendments permit ***hierarchical*** religious organizations to establish their own rules and regulations for internal discipline and government, and to create tribunals for adjudicating disputes over these matters. When this choice is exercised and ecclesiastical tribunals are created to decide disputes over the government and direction of subordinate bodies, the Constitution requires that civil courts accept their decisions as binding upon them.

Id. 426 U.S. 696, 724-25; (*emphasis added*)

.....

The fallacy fatal to the judgment of the Illinois Supreme Court is that it rests upon an impermissible rejection of the decisions of the highest ecclesiastical tribunals of this ***hierarchical*** church upon the issues in dispute, and impermissibly

substitutes its own inquiry into church polity and resolutions based thereon of those disputes. Consistently, with the First and Fourteenth Amendments "civil courts do not inquire whether the relevant (hierarchical) church governing body has power under religious law (to decide such disputes)... To permit civil courts to probe deeply into the allocation of power within [sic] ahierarchical) church so as to decide ... religious law (governing church polity) ... would violate the First Amendment in much the same manner as civil determination of religious doctrine.

Id., at 708; citing *Md. & Va. Churches v. Sharpsburg Church*, 396 U.S. 367, 369. 90 S.Ct. 499, 500, 24 L.Ed.2d 582 (1970); (*emphasis added*)

Hence, the First Amendment ministerial exception assumes that a disgruntled "minister" of a hierarchical church has an internal church tribunal in which to air his grievance. By taking the position of minister, he impliedly consents to this church government and agrees to submit thereto. To expand this exception to an independent nonhierarchical religious educational institution would go beyond the intentions and reasoning of the U.S. Supreme Court.

The parties have presented only one other case concerning a nonhierarchical church school which is a liberal arts college. Coincidentally, that case involves a Baptist College that is strikingly similar to LC. Plaintiffs assert that the similarities between the Mississippi College and Louisiana College are so strong that Mississippi College would be considered a "sister school" to Louisiana College.

Mississippi College involved a gender discrimination claim brought by the EEOC on behalf of a part-time female assistant professor who was denied a full time position in the same department. The college had a stated preference for hiring Baptist staff members and the faculty and student body were overwhelmingly comprised of members of the Baptist faith.

The trial court in *Mississippi College* found that the college was a religious institution under Title VII, which prohibited the court from delving into the college's decision not to hire the plaintiff. The 5th Circuit reversed the lower court, finding:

The College is not a church. The College's faculty and staff do not function as ministers. The faculty members are not intermediaries between a church and its congregation. They neither attend to the religious needs of the faithful nor instruct students in the whole of the religious doctrine. That the faculty members are expected to serve as exemplars of practicing Christians does not serve to make the terms and conditions of their employment matters of the church administration and thus purely ecclesiastical concern.

Mississippi College, 626 F.2d 477, 485 (5th Cir. 1980).

Thus, the Court held that the character and purpose of the college was pervasively sectarian. It found that the purpose of Mississippi College was to provide a college education in an atmosphere saturated with Christian ideals.

It appears from the evidence presented herein that Louisiana College is structurally similar to Mississippi College. Mississippi College is governed by the Mississippi Baptist Convention, and Louisiana College is governed by a Board of Trustees which is chosen by the Louisiana Baptist Convention. Both colleges seek to provide educational enrichment through a Christian environment. Both Colleges have guidelines and requirements in hiring faculty members and administrative officers that exemplify Christian values in keeping with the Baptist

faith. Both colleges require their students to attend chapel sessions and to receive religious credits in order to graduate.

LC attempts to distinguish *Mississippi College* on its facts by pointing out that the plaintiff in that case was a psychology teacher – as opposed to the religion teachers herein. While this distinction may be relevant for the minister classification, it does not affect the “church” classification. LC, like Mississippi College, is a liberal arts college with a strong emphasis on Christianity.

Mississippi College was the only relevant jurisprudential analysis of a non-hierarchal (non-seminary) religious institution presented herein. Thus, this court must defer to the U.S. 5th Circuit’s finding therein.

Accordingly, this court finds that Louisiana College is not a “church” for purposes of the ministerial exception of the Free Exercise Clause. Therefore, the Free Exercise Clause does not bar the court from continuing to exercise jurisdiction over this action.

Establishment Clause

A finding that the action is not barred by the Free Exercise Clause does not end this court’s analysis under the First Amendment. The First Amendment also provides that Congress is prohibited from making any law “respecting an establishment of religion.” U.S. Const. Amend. 1; La. Const. art. 1 § 8. It is established law that the First Amendment restricts not only congressional power to pass laws “prohibiting the free exercise” of religion but also prohibits judicial power from intruding into ecclesiastical matters or interfering with the church’s governance of its own affairs. *Kedroff v. Saint Nicholas Cathedral of the Russian Orthodox Church in North America*, 344 U.S. 94 (1952).

Under the Establishment Clause, the consideration is whether the issues which the Court will have to resolve will necessarily turn upon competing interpretations of religion, thus resulting in the Court becoming “entangled” in an ecclesiastical dispute. *Michael Hartwig v. Albertus Magnus College and Julia McNamara*, 93 F. Supp. 2d 200 (D. Conn. 2000). The “Entanglement Doctrine” provides that a court must decline jurisdiction over a lawsuit when the dispute is so intertwined with matters of religion that a proper resolution cannot be made without interpreting or choosing between competing religious principles or doctrines.

The First Amendment does not generally give immunity to religious groups from government regulation of their employment relationships. The Establishment Clause is designed to guard only against “extensive or continuous administrative or judicial intrusion into the functions of religious institutions.” *Gargano v. Dioceses of Rockville Centre*, 80 F.3d at 90 (2d Cir. 1996) (quoting *DeMarco v. Holy Cross High School*, 4 F.3d 166 (2d Cir. 1993). Generally, jurisprudence holds that if “the employment dispute between a church or religious entity and one of its employees requires the court to adjudicate over issues of religious dogma, then the Establishment Clause under the First Amendment prohibits the court from hearing the case.” *Id.* The party asserting that the Court is prohibited from exercising jurisdiction over a case must “point to a disputed religious issue which the jury or the district judge in [the] case [would be]

asked to resolved.” *Martinelli v. Bridgeport Roman Catholic Diocesan Corp.*, 196 F.3d 409, 431 (2d Cir. 1999).

In the present case, plaintiffs’ alleged damages resulting from defamation, breach of contract, intentional and/or negligent infliction of emotional distress, violations of LC Bylaws, and violations of Faculty Handbook.

Defamation:

To establish a claim for defamation in Louisiana, plaintiffs must prove: (1) defamatory words; (2) publication; (3) falsity; (4) malice; & (5) resulting harm. Truth is an absolute defense to an action of defamation. *Martin v. Lincoln General Hosp.*, 588 So.2d 1329, 1333, *writ denied*, 592 So.2d 1302 (La. 1992). Thus, in order to prove their claim for defamation, plaintiffs will have to prove that the statements made about each plaintiff on behalf of Louisiana College were in fact false. Defendant asserts that determining the truth or falsity of the alleged defamatory statements in this case would require this court to choose between the truth or falsity of religious belief and Baptist ecclesiastical disagreements over inerrancy or literal truth of the Bible as Scripture. If defendant is correct, then such a determination would require excessive judicial entanglement in religious matters, which is forbidden by the Establishment Clause of the First Amendment.

It is difficult to pinpoint exactly what statements or writings plaintiffs’ allege to be defamatory. The supplemental petition does reference a “packet of letters” circulated by Hyatt, K. Aguillard and other members of the Board, “which criticize not only their professional reputation, but also their moral character.” *First Amended, Supplemental and Restated Petition*, par. 21. Plaintiffs’ assert that one such letter “greatly distorts the views and teachings of Dr. Winbery and Dr. Heath”. *Id.* There are two exhibits in evidence which may be considered to be letters: (1) Defendant’s Exhibit N, which is an undated typed statement from Amy Russell that is not addressed to anyone; and (2) Defendant’s Exhibit R, which is a March 11, 2004 letter from H. Kent Aguillard to twelve (12) named persons.

Amy Russell was a student at LC beginning January 2001. Her statement does specifically mention Dr. Winbery and Dr. Heath. She states that she was in Dr. Winbery’s Religion class in January 2001 and was concerned that his teachings reflected a belief that the “Bible was errant, there is no literal hell, and other such comments.” She said she voiced her concerns to other students and was told that he would be leaving soon. Ms. Russell also took a Religion class with Dr. Heath. Her letter states that “Dr. Heath supported views that events described in the Bible such as Abraham’s sacrifice, Noah’s flood, and the parting of the Red Sea probably did not occur as the Bible states.” Ex. N, p. 2.

To succeed on the allegation of defamation based on Ms. Russell’s statement, the plaintiffs must prove that (1) that the statement was defamatory; (2) the statement was publicized by the defendant; (3) the statement was false (4) the statement was made or publicized with malice; & (5) that the defendant suffered harm as a result of the publication.

Were the statements by Ms. Russell defamatory? Something is defamatory if it is insulting, offensive, or derogatory. Ms. Russell stated that she believed Dr. Winbery felt the

Bible was errant because of his belief that there was no literal hell. She also stated that Dr. Heath's teachings supported errant views. Although falsity of the statement is the third inquiry for defamation, we can presume that the statement herein would be insulting or offensive if the errant view of the professors was *not* correct. If Ms. Russell was accusing the professors of teaching false material, then she would be attacking or insulting the qualifications of these professors, which would be offensive or defamatory.

To determine the correctness of the statement, one would have to delve deeply into the Baptist theology. This theological analysis is precisely what is prohibited by the entanglement doctrine of the First Amendment. Therefore, defendant's exception of lack of subject matter jurisdiction on this issue is granted.

The petition continues: "Such statements attack the basic moral character of a minister of God and Professor of Religion, wrongfully offering up these plaintiffs for public ridicule based upon the political agenda of those who may disagree with them on *finer points of theology*. *Id.*, par. 23 (emphasis added).

This allegation on its face would require this court to consider and compare the "finer points of theology." Thus, the exception is granted to prohibit the plaintiffs from pursuing this claim.

In paragraph 43 of the Amended Petition, plaintiffs' assert that "Shoumaker made statements in both print and word to third persons that Dr. Douglas has shown a film regarding the study of Shakespeare's *Hamlet* that is pornographic and displays full frontal nudity, when, in truth, Shoumaker had never even seen the film, which is rated PG-13, which is an acceptable film rating for viewing by students pursuant to long-standing LC policies.." *Id.*, par. 43.

To determine if the film was acceptable under the LC policies, this court would have to review and interpret such policies. The *LC Student and Faculty Handbook* provides that the leaders and educators of Louisiana College will teach in a manner consistent with the Christian faith. Faculty Handbook, Sect. 2.4.3.4 In addition, Section 2.9.1 "Academic Freedom" provides that: "Faculty will be expected to teach in accordance with and not contrary to the *Baptist Faith and Message 2000*." To determine whether or not the film in question was acceptable pursuant to the LC policies would require this court to review and interpret the *Baptist Faith and Message 2000*, which is clearly beyond the scope of this court's jurisdiction.

Breach of Agreement in Violation of By-Laws and Faculty Handbook:

Plaintiffs also claim that Louisiana College breached the 1997 *AGREEMENT* and further violated Louisiana College's *By-Laws* and *Faculty Handbook*. Reasons set forth below, the Court finds that this dispute is so intertwined with matters of religion that a proper resolution could not be made herein without interpreting or choosing between competing religious principals or doctrine. The 1997 Agreement specifically provides that:

III. 3.1 The L.C. Professors pledge that their teaching will uphold and recognize the authority of define inspiration of the scriptures.

...

3.3 The L.C. Professors further pledge that their teaching will be consistent with the statement about teacher responsibility and academic freedom in the Faculty Handbook.

AGREEMENT of September 18, 1997

Thus, the Agreement refers to teacher responsibility and academic freedom as set forth in the *Faculty Handbook*. The *Handbook* provides:

2.4.3.4 Christian Commitment:

The mission of Louisiana College involves offering students an educational program "informed by the Christian faith." . . . Therefore, the College employs and retains administrators, faculty, and staff who exemplify a deep personal faith in Jesus Christ. . . . Administrators, faculty and staff at Louisiana College will be persons who, in addition to other contractual obligations:

1. have received Jesus Christ as their personal God, Savior, and King and personally affirm that Jesus Christ is fully God and fully Man, the Savior whose sacrificial death is the only means of forgiveness of sin, the King who rules over their lives and is making them righteous through His Spirit and His Word.

...

6. are familiar with the Baptist Faith and Message 2000 and teach and work in accordance with and not contrary to this doctrinal statement.
7. understand, affirm, and pursue the fulfillment of the Christian mission of the College.

...

In addition, the Louisiana College Handbook sets forth academic freedom as follow:

2.9.1 Academic Freedom:

Academic freedom is the right of each member of the academic community to pursue free and responsible inquiry within the mission of Louisiana College.

...

Within this framework, there are two distinct types of academic freedom: institutional academic freedom and individual academic freedom. *Institutional academic freedom* protects the institution's right to fulfill its mission without undue influence from external entities or individuals. Specifically, the institution determines for itself matters of curriculum, teaching, employment, and admissions. *Individual academic freedom* protects the faculty member's right to exercise responsible freedom within the context of the institutional mission.

Historically, the Academic Freedom Policy of Louisiana College has been based upon the *1940 Statement of Principles on Academic Freedom and Tenure* of the American Association of University Professors. . . . The following actions were taken with the intent of

clarifying the college's identity, mission, and understanding of academic freedom:

1. . . .
2. In 1999, the administration developed "The Identity and Mission of Louisiana College" which includes the following: The college's doctrinal statement, which provides the guiding principles for maintaining the college's Christian identity, is the *Baptist Faith and Message*." This "Identity and Mission" statement was endorsed by the faculty, adopted by the board of trustees, and incorporated into the *Faculty Handbook* (Part I).
3. In 2003, the *Louisiana College Bylaws* were amended by the board of trustees to include the following statement: "Faculty will be expected to teach in accordance with and not contrary to the *Baptist Faith and Message 2000*." (Article 1, Section I).

Thus, LC Policies provide that the teachings are to be in accordance with the *Baptist Faith and Message 2000*, which is attached to the *Handbook* as an excerpt. Any claims for breach of the 1997 *AGREEMENT* would force this court to interpret the *Baptist Faith and Message 2000* and/or choose between competing versions of Baptist Theology.

As defendant's brief points out, "[t]he Academic Freedom policy requires the court to decide whether 'plaintiffs exercise 'free and responsible inquiry' within the context of 'the institutional mission'". (*Faculty Handbook*, 2.9.1, Exhibit "C"). Also, the court would have to decide the "truth" of plaintiffs' teachings to determine whether those teachings were consistently "from God".

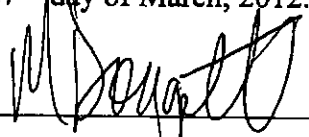
The *Handbook* requires that the professors' freedom "is limited by the pre-eminence of Jesus Christ [and] by the authoritative nature of the Scriptures..." Each professor must "understand and teach in accordance with the *Baptist Faith and Message 2000* ... [use] responsible teaching methods, [and] refrain from advocating contrary view." To determine if actions taken or not taken by LC were proper, the court would have to assess whether or not the professors were advocating views in accordance with or contrary to the *Baptist Faith and Message 2000*. This analysis would require a prohibited entanglement in ecclesiastical matters and is thus off limits to the court.

Considering all the evidence, including deposition testimony of the plaintiffs, it is clear that this litigation arises out of a dispute over Baptist Theology. The plaintiffs candidly testified that their errant view of the Bible was in conflict with the inerrant beliefs of the LC administration and, at least in part, with the *Baptist Faith and Message 2000*. Thus, any claim for breach of the agreement, violations of the *Handbook* and/or *By-laws*, and/or emotional infliction of emotional distress that arises out of this conflict is beyond the scope of this court's jurisdiction.

Judgment in accordance herewith shall be submitted by Mover.

Each party to bear their own costs.

Alexandria, Louisiana, on this 27th day of March, 2012.


MARY LAUVE DOGGETT

DISTRICT JUDGE

9TH JDC

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FILED
DATE: March 28, 2012
Patricia S. Krig
Deputy Clerk of Court

STATE OF LOUISIANA, PARISH OF RAPIDES
I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS
A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE
AND OF RECORD IN THIS OFFICE.
IN FAITH, WHEREOF, WITNESS MY HAND AND SEAL OF
OFFICE, AT ALEXANDRIA, LOUISIANA, THIS 28th
DAY OF March, A.D. 20 12
BY Robin L. Hooter
DY. CLERK OF COURT