

The full and formatted version of this formal grievance is presented as **EXHIBIT A**, attached. Pursuant to UT Board of Regents Rule (RR) 30602 (**EXHIBIT B**) and UT Austin Handbook of Operating Procedures (HOP) 2-2310 (**EXHIBIT C**), I, Professor Byron Wilson, submit this formal grievance against Dean Ramón Rivera-Servera and Assistant Dean Doreen Lorenzo, both from the College of Fine Arts, for engaging in breach of contract and violation of my state and federal Constitutional and civil rights, multiple state laws, multiple UT Austin University and Board of Regents policies and procedures, and multiple professional and accreditation standards. On October 22, 2023, Dean Rivera-Servera sent an email (**EXHIBIT E**) to Assistant Dean Lorenzo directing her to investigate the structure and administration of the MA in Design Focused on Health Program, which were determined several years ago, long before my arrival at UT a year and a half ago. Instead, Lorenzo (at the “behind-the-scenes” direction of Rivera-Servera, as admitted by him in my December 19, 2023 Informal Resolution meeting), under the guise of studying the program’s “curriculum,” performed a secret investigation of my teaching ability, without my knowledge, outside of established UT Austin HOP 2-2151: UT Austin Annual Evaluation of Faculty (**EXHIBIT F**). On Thursday, December 7 (in the presence of Mr. Tim Creswick), Lorenzo met with me to inform me that she had been conducting an investigation of my teaching by interviewing past and present students of the MA in Design and Health program, and that they had characterized me as “scary.” Lorenzo told me that as an administrator, she was dutifully bound to respond to that description of me. As I informed Dean Rivera-Servera in the December 19, 2023 Informal Resolution meeting, which he referred to as a “courtesy” meeting, I was never informed as to how many MA students Assistant Dean Lorenzo spoke to, how she chose which ones to interview, what questions she asked them, or how many of them claimed I was “scary.” When my representative asked him if I could have a copy of the process by which the student interviews were done, Rivera-Servera replied that I could go ahead and “file a formal grievance and ask for them through an Open Records Request.” On December 8, 2023, Lorenzo issued me a letter (**EXHIBIT G**) detailing a list of sanctions she was imposing on me, including stripping me of my leadership positions (amounting to \$30,000 annually) for the MA in Design Focused on Health program, not authorizing any current or new research projects, requiring me to complete a faculty development support plan, reducing my summer administrative assignment for Summer of 2024 to \$10,000, and increasing my teaching assignment to a 3+3 course load in Fall of 2024. The sanctions imposed on me by the named persons deprived me of my Property Interest, without procedural due process, in my original July 1, 2022 3-year contract by substantially changing my contracted assignment of duties mid-contract and prior to my having any formal faculty evaluation process completed by the SDCT Executive Committee, pursuant to UT Austin HOP 2-2151 and UT System Board of Regents Rule 30501: Employee Evaluations (**EXHIBIT H**). Lorenzo lacked the qualifications and authority pursuant to UT Austin HOP 2-2151 and professional and accreditation standards to evaluate the teaching performances of individual faculty. UT HOP 2-2151 requires that faculty instructional performance evaluations be based solely on the information faculty provide in their Faculty Activity Reports (FARs), which in my case included not only Course Evaluation Survey (CES) scores and student comments, but also a highly positive teaching observation by Professor Michael Ray Charles and a narrative contextualizing some of the challenges I faced in my first year of teaching at UT Austin (**EXHIBIT I**). Within my FAR I also included quotes from two individuals with regular participation in and observation of my performance in the Capstone course (DES 690). It is clear that Lorenzo’s secret and improper investigation of my teaching ability did not include a ratified assessment of the information I provided in my FAR, nor did it include any formal evaluation by faculty peers pursuant to HOP 2-2151. The named persons removed authorization, without good cause and due process, of my ability to conduct research, including removal of authorization for projects I am currently involved in and any new research projects. That removal constitutes an infringement of my Academic Freedom in violation of Texas Education Code 51.354 (**EXHIBIT J**), UT Austin’s Governing Principles Subchapter 13: Speech, Expression, and Assembly (**EXHIBIT K**), and my professional and accreditation standards. The removal of authorization for research also prevents me from complying with federal laws governing the human-subjects research I conduct as part of my teaching assignments in the program and my service assignment fulfilling the college’s contractual obligations to Dell Medical School, Dell Seton Hospital, and Dell Children’s Hospital. Federal law requires all faculty to secure Institutional Research Board or IRB Office approval for all human-subjects research projects they engage in, including for all human-subjects research they have students conduct as part of courses they teach. This prohibition on my authorization to conduct research prevents me from fulfilling my teaching and service obligations in the MA in Design Focused on Health Program. Additionally, my original 3-year contract includes a Professorial Fellowship to defray research and research-related travel expenses. Despite having the title of “Associate Professor of Practice” without a contractual tenure-track research assignment and expectation, I was contractually appointed to execute the same research activities and maintain the same legal and professional Academic Freedom rights to engage in research projects of my choosing as tenure-track faculty. In summary, Assistant Dean Lorenzo’s and Dean Rivera-Servera’s secret and improper investigation of my teaching abilities in the MA in Design Focused on Health Program has resulted in harm by my being stripped of my titles and roles in the MA Focused on Design and Health Program (and the associated compensation) and being deprived of my Property Interest in my original 3-year contract when the named persons substantially changed the terms of the contract mid-year of year two without due process. The named persons’ actions also deprived me of my Liberty Interest in my original 3-year contract by imposing sanctions against me, without procedural due process, in retribution for and as Prior Restraint against me exercising my legal, professional, and academic rights to Academic Freedom and Freedom of Speech, as well as my professional right to Shared Governance. In taking harmful and wrongful actions against me in knowingly depriving me of my Constitutional, Civil, and professional rights, Lorenzo’s and Rivera-Servera’s wrongful actions have caused me intense mental and physical stress and anguish, have compromised my ability to carry-out my contractual expectations, and have done harm to my professional reputation. In resolution of this grievance, I request that any and all sanctions imposed against me be fully and completely reversed, that the terms of my July 1, 2022 contract be fully restored to their original form (making any contract or addendum I signed after the July 1, 2022 contract null and void), including the Memorandum of Understanding (MOU) with Dell Medical School (**EXHIBIT L**) associated with it and that the July 1, 2022 original contract and associated MOU with Dell Medical School be renewed on June 1, 2025 for the 2025-2028 academic years, including a retroactive 35% annual increase in salary and stipends in all areas of the July 1, 2022 contract in which monetary compensation was involved, and that that I be provided two full-time professional staff members at a minimum annual salary of \$60,000 each to assist me, at my discretion, in the execution of the duties specified in my original July 1, 2022 contract. I also demand that no negative actions against me be taken now or at any time in the future without good cause as shown through proper due process in accordance with UT Austin and UT System policies and procedures, and that any and all documentation related in any way to this matter, including but not limited to the improper investigation of my teaching and sanctions imposed against me, be permanently removed from my personnel file. I also expect, pursuant to UT Austin, UT System, and state law, that no form of retaliation will be taken against me by any UT Austin employee on account of my filing this formal grievance and the resolution or non-resolution thereof.