

**IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT**

**JAMES BOWLEY**

**PLAINTIFF**

**v.**

**CASE NO. 25-749**

**MILLSAPS COLLEGE**

**DEFENDANT  
(JURY TRIAL DEMANDED)**

**COMPLAINT**

Millsaps fired a tenured professor because he expressed a political opinion in an email to three like-minded students in a political seminar. Millsaps thereby breached Bowley's contract and Millsaps tradition stretching back to its founding. In support thereof, COMES NOW THE PLAINTIFF and alleges as follows:

**JURISDICTION, VENUE, JURY DEMAND**

1. Jurisdiction is proper in this Court under Miss. Code. Ann. § 97-7-81 because the amount in controversy exceeds \$200, it arises under the law of the state of Mississippi and it is not exclusively cognizable in some other court.
2. Venue is proper in this Court under Miss. Code Ann. § 11-11-3 because the events alleged below occurred in the First Judicial District of Hinds County, Mississippi, specifically at 1701 N State St, Jackson, MS 39210.
3. Plaintiff demands a jury trial on all issues so triable.

**FACTS**

**Millsaps College**

4. Defendant Millsaps College ("Millsaps") is a private educational institution located in Hinds County, Mississippi, founded on February 21, 1890.

5. The charter was amended, upon the request of the Board of Trustees and with the approval of the Mississippi and North Mississippi Annual Conferences of the United Methodist Church, by the Secretary of State on October 31, 1969, and on August 30, 1985, and on June 14, 1989.
6. As a Methodist college, Millsaps is bound by rules, policies, and guidance from the Methodist Church and sub-bodies like the Board of Higher Education and the University Senate.
7. These charter and governance documents defining the relationship between Millsaps, the Church, the State, faculty, students, the public, and others, are legally binding contracts. *Millsaps College v. City of Jackson*, 136 Miss. 795 (Miss. 1924).
8. Millsaps has adopted bylaws, policies, handbooks and other expressions of policy governing students and faculty. These also are legally binding. *Bobbitt v. The Orchard, Ltd.*, 603 So. 2d 356 (Miss. 1992); *Robinson v. Bd. of Trustees of E. Central Junior College, et. al.*, 477 So. 2d 1352 (Miss. 1985).
9. It has a legally binding contractual relationship with each tenured faculty member.
10. The expectations and contracts in all the above sources are either incorporated in each faculty member's contract, or alternatively the faculty member is a third-party beneficiary of such agreements to which he is not directly a party.

**The promise of free expression and no retaliation**

11. Pursuant to these documents, Millsaps must welcome students and professors from all religious and political creeds and must not discriminate.
12. As a Methodist institution, this rule is mandated by Methodism as reflected in founder John

Wesley's statement that "The Methodists alone do not insist on your holding this or that opinion; but they think and let think. . . . Now, I do not know any other religious society, either ancient or modern, wherein such liberty of conscience is now allowed, or has been allowed, since the age of the apostles."

13. The requirement that all Methodist colleges respect academic freedom remains enshrined in policies set by the Church, stating that all "colleges and universities are to ensure that academic freedom is protected for all members of the academic community and a learning environment is fostered that allows for a free exchange of ideas."
14. Millsaps states that it requires respect for "each other's race, religion, [and] creed . . . ."
15. Millsaps policy also protects against retaliation of those who report or oppose what they view to be discrimination, harassment, or intimidation.
16. In addition, under these documents, Millsaps not only encourages but requires "absolute honesty," which includes both "personal honesty" and "academic honesty."
17. Millsaps states that "Millsaps College is a community of scholars in pursuit of excellence." The motto is *ad excellentiam*. Millsaps states that it seeks to "promote intellectual growth" and "personal integrity."
18. This requires "open inquiry" and "freedom of speech and expression." As a result "challenge and discomfort are essential at Millsaps."
19. For this reason, both teachers and students are expected to openly and candidly express difficult and challenging ideas and opinions without fear of reprisal from the administration.
20. "The teacher is entitled to freedom in the classroom in discussing the subject matter of the course," and the only limitation concerns "controversial matter which has no relation to the

subject.”

21. This protection also applies to communication “in conference” - that is, out-of-class communications with students about the instruction - where instructors and students retain the right to “free discussion, inquiry and expression” where they can share differing “opinions . . . [and] take reasoned exception . . . and reserve judgment about matters of opinion.” They are also “free, individually and collectively, to express their views and concerns on . . . matters of general interest . . . .”
22. The policy exhorts the teacher to “strive at all times to be accurate, to exercise appropriate restraint, to show respect for the opinions of others.”
23. Regardless, however, the policy explicitly promises that “when speaking or writing as a citizen, the teacher is free from institutional censorship or discipline . . . .”

#### **The promise of tenure until retirement**

24. Concerning tenure, the bar is extremely high both to achieve tenure initially, and to be dismissed once tenure has been achieved.
25. “Conferral of tenure means that faculty members are explicitly guaranteed the continuance of their full-time appointments until retirement unless there is adequate cause for dismissal.”
26. “Such dismissal must be related directly and substantially to the faculty member’s professional capacity and fitness as a teacher. Dismissal requires documented evidence of such neglect, indifference, incompetence, professional or personal misconduct as to impair substantially the individual’s fulfillment of his or her institutional responsibilities.”
27. The faculty member’s expression of unpopular political views is not “cause for dismissal.”
28. Concerning authority over dismissal and other employment decisions of faculty, “The

relationship of the faculty to officers of the administration is that of colleagues that are fundamentally equal members of the College.”

29. Faculty committees have been delegated by the Board and President of Millsaps with primary decision-making authority over faculty discipline, including decisions about “retention” and “adjudication of grievances.” In order to overrule the faculty’s decision, the President and Board must prove there are “compelling reasons” which must also be “in the best interest of the College.”
30. The specific faculty committee charged to hear and decide appeals of tenure dismissals is the faculty grievance committee.
31. The administration is required to conduct “prior discussions with and written warnings to the faculty member” about problems with teaching performance before dismissing tenured faculty on that basis.
32. “If the faculty member chooses to contest the dismissal, he or she may appeal following the prescribed grievance procedures . . . [to the] Grievance Committee.”
33. Again, the President and Board are required to defer to the Grievance Committee, and the standard to overrule the committee’s decision is high.
34. To overrule the Grievance Committee the College must adduce proof of “compelling reasons” which are “in the best interest of the College.”

**Professor Bowley**

35. Plaintiff James Bowley (“Professor Bowley”) is a resident and citizen of Hinds County, Mississippi.
36. Professor Bowley has taught, researched, published and served as a professor at Millsaps for

over 20 years, since August 2002.

37. He was awarded tenure in May 2005.

38. He had positive evaluations, including in the 2022/2023 and 2023/2024 school years.

39. Before election day, Tuesday, November 5, 2024, other than as described in the section which follows, he was not subject to any warnings or discipline suggesting his performance or conduct as a teacher were poor.

40. He had not received any information or warnings from the administration suggesting that he was neglectful or indifferent to his classes.

41. He had not received any information or warnings from the administration suggesting that he was incompetent as a teacher.

42. He had not received any information or warnings from the administration suggesting that he had engaged in misconduct which had impaired substantially his teaching responsibilities.

43. He had not received any information or warnings from the administration suggesting that he lacked the professional capacity and fitness as a teacher.

**Pre-2024 violations by Millsaps**

44. Whenever Professor Bowley had been “coached” or warned in the past, these instances by Millsaps were themselves a violation of Millsaps binding promises concerning freedom of expression.

45. In the Spring of 2017, the Friday before graduation, members of the Jewish Culture Organization on campus - including Professor Bowley - decided to engage in free-speech protected expression by decorating the walls of a defunct lounge on campus with messages connected with their shared interest in religion, politics and Jewish culture.

46. Both security on campus and the administration were aware of it at the time or shortly thereafter, and chose not to intervene.
47. The rooms at issue were slated for destruction within a few weeks, and the decoration project would therefore incur no cleanup costs or inconvenience for Millsaps.
48. The rooms could be concealed from public view if the administration wished by simple expedient of shutting and securing the door.
49. Later - without Professor Bowley's involvement or approval - others defaced the JCO project by writing vulgarities over it, *i.e.* "Fuck Trump".
50. Professor Bowley and the JCO were not blamed for this at the time, because the administration correctly recognized that they were not responsible for it and that it actually damaged rather than supported the work they had done.
51. Almost a year later, however, political provocateurs at the website "Big League Politics" posted about the incident in a way that conflated those who engaged in the original free-speech project with those others who later defaced the project, suggesting that Professor Bowley supported those who had defaced the project.
52. In response to this commentary, Millsaps issued a reprimand to Professor Bowley in which it now decided to blame him for it because of the "significant negative attention for Millsaps."
53. This was a violation of the promises above, particularly that Professor Bowley would be "free from institutional censorship or discipline" connected with this kind of speech.
54. The policies include no exception where Millsaps is allowed to censor or discipline speech if it causes "significant negative attention for Millsaps."
55. In 2019, in an invitation to a party sent to members of the community who were interested,



Professor Bowley made a passing and light-hearted use of the word “fuck.” Although nothing in the free speech or other policies of Millsaps forbids occasional profanity outside the classroom, Professor Bowley was asked not to use the word in this kind of correspondence, and he has followed this request since then.

56. In 2023, Professor Bowley forwarded a flyer created by the International Museum of Muslim Culture which announced a prayer vigil concerning the lives lost “during the ongoing genocide in Palestine.”

57. In violation of Millsaps policies above, Millsaps issued a warning to Professor Bowley for forwarding this flyer.

58. As the above history shows, Millsaps has lately developed a pattern of violations of its free speech contract with the faculty and students, where it censors and disciplines speech that it disagrees with or feels may be embarrassing to it. Millsaps has unlawfully abandoned its founding promise to provide a true liberal arts education, one where “challenge and discomfort are essential,” where the correct response to free speech is more free speech - not censorship. This pattern of disintegrating free speech norms has reached its most recent apotheosis in the unlawful termination of Professor Bowley for his speech concerning the November 2024 election.

**The politics of the November 2024 election: abortion, race, religion and fascism**

59. Abortion has long been a significant campaign issue in American politics.

60. Abortion was of special significance in the 2024 campaign in particular, since it was the first since the Supreme Court’s decision in *Dobbs v. Jackson Women’s Health Organization* removed limits on the regulation of abortion imposed by prior caselaw.



61. Presidential candidate Kamala Harris had campaigned on a pledge to pass a federal law supplanting Mississippi's prerogative to restrict abortion. Presidential candidate Donald Trump had celebrated the *Dobbs* decision.
62. Concerning race, Harris is both Black and South Asian American, while Trump is White.
63. Harris supporters - and some academics studying the election, both at the time and thereafter - have identified evidence which they believe supports the conclusion that racism played a role in support for Trump.
64. Meanwhile, Trump supporters have expressed the view that Harris used identity politics - including racist attitudes against Whites - to try to galvanize support for her candidacy.
65. In a similar way, race is also a major component of the abortion debate on both sides.  
  
Abortion is an issue where both its proponents and opponents see the other side as racist and fascist.
66. Pro-life sentiment sees abortion as racist since its victims are (statistically-speaking) largely people of color, and it was seen as a tool of racist, fascistic eugenics policies for eliminating Blacks by proponents like Margaret Sanger.
67. Meanwhile, pro-choice sentiment sees the same statistics in reverse, reasoning that abortion restrictions are racist since they disproportionately limit access to people of color, and fascist because they involve governments infringing on the individual liberty of women and prohibiting medical procedures.
68. Meanwhile, there is also a division in scholarly literature concerning whether the term "fascist" should be applied to Trump. For example, in a recent debate, historians Marc Lazar and Olivier Burtin took opposite sides on the question.

69. Religion is closely intertwined with all these political issues, with many churches maintaining a *de facto* racial identity, voting patterns sharply tracking the voters' regularity of church attendance, and sentiment on abortion mapped very clearly on denominational affiliation.

**These issues as experienced in 2024 at Millsaps**

70. At Millsaps, these interrelated issues were integral to the experience both in and out of classrooms in the Fall of 2024.

71. Concerning abortion, Millsaps is at the geographic epicenter of this dispute, with the former site of the JWHO located less than one mile north of Millsaps, and the State Capitol and Mr. Dobbs's office located a similar distance to the south of the campus.

72. Some of its students may be directly impacted by the abortion debate as well.

73. Concerning race, like many Mississippi institutions, Millsaps has long wrestled with its racist founding as a White's-only institution which did not integrate until compelled by law to do so by the Civil Rights Act of 1964.

74. The reckoning continues to this day in light of contemporary struggles with implicit and explicit racial attitudes identified by thinkers like Kiese Laymon, who "thanked" Millsaps "for trying to unsuccessfully kill us."

75. On or about election day, November 5, 2024, a Millsaps student had posted on YikYak that people who voted for Kamala Harris should be hung.

76. This lynching threat had racist overtones to many of its recipients.

77. In addition, swastikas - a racist and fascist symbol - were displayed on some student dorm windows that day.

**Events of November 6, 2024**

78. In the early morning hours of Wednesday, November 6, 2024 - between 1 A.M. and 6 A.M. - news media announced that Donald Trump had been elected to the presidency of the United States and that Trump's political party had won the Senate.
79. The House also appeared likely to be under the control of Trump's political party.
80. Two courses that Professor Bowley taught were scheduled to meet later in the day on November 6, 2024.
81. The first course had fourteen (14) students and was not on an explicitly political topic.
82. The second course was a very small interdisciplinary seminar with three (3) advanced students on the topic of Abortion and Religion.
83. All three students were Black.
84. During this course, as part of the instruction and discussion in the seminar, the students had discussed their views about the current political landscape.
85. Over the course of many classes on the topic, the professor came to learn that his three students all saw Trump and his pro-life views as racist and fascist - a view Professor Bowley shared.
86. He also learned they were deeply emotionally invested in the outcome of the election, and were likely to be distraught by the result of all the events of the prior day - including the swastika on campus and the lynching post on Millsaps' YikYak - and likely unable to focus on class. This is particularly true since they would have had little to no sleep the preceding night as they awaited the results of the election.
87. Taken together, the professor had a difficult choice to make, a choice rooted in compassion

for the emotional distress that he knew his students were going through, pedagogical judgment about the best use of class time for that day, and his own understanding of that moment in history.

88. The professor cancelled this particular class for “time to mourn and process this racist fascist country.”

89. The email was sent privately and directly to the three students.

90. This email was an electronic “conference” with the students about their attendance at class that day.

91. It was tied to instruction both because he needed to let them know not to come to class, and because of the connection to the subject-matter of the class itself.

92. It expressed with “absolute honesty” (as required by Millsaps policy) Professor Bowley’s belief concerning why his students would be unable to participate effectively in a class held that day.

93. All three of the students were appreciative.

94. One was so appreciative that he reposted it on social media.

95. All three organized a petition in support of the professor when he was put on “leave,” which a quarter of the students body signed.

**Millsaps ignores its founding principles and violates Bowley’s contract**

96. Explicitly in response to this email (and the public reaction to it), Millsaps placed Professor Bowley on “administrative leave” pending further investigation.

97. Millsaps knew that the email was protected by its free speech policies.

98. Alternatively (or regardless) Millsaps knew the email was not sufficient “cause” to fire a

tenured professor under the contract.

99. However, Millsaps wanted to violate that contract and censor and punish Professor Bowley for his speech.

100. Therefore, it began an “investigation.”

101. The purpose was to identify any additional pretext it could use to support the decision already made to fire Professor Bowley for his speech.

102. Professor Bowley grieved the decision to place him on leave.

103. The grievance committee reviewed all the evidence and concluded that Millsaps had violated its contract and Professor Bowley must be restored.

104. The administration rejected this decision.

105. This also was a violation of the contract.

106. Millsaps then presented the issue to the Tenure Committee without giving adequate opportunity for Professor Bowley to participate.

107. Millsaps administration then fired Professor Bowley based in part on new pretexts identified during the “investigation.”

108. Professor Bowley filed a second grievance about his termination.

109. Another grievance committee reviewed the decision and found that termination was not justified.

110. Again, Millsaps administration refused to follow the grievance committee’s findings, and proceeded with termination anyway.

111. Professor Bowley appealed to the Board, which on or about September 9, 2025, decided to terminate his employment.

**Pretexts used to support termination**

112. In addition to mischaracterizing Millsaps policies on free speech and relying explicitly on the protected speech for termination, Millsaps also identified the following additional pretexts.

**Fellow “grading”**

113. First, Millsaps asserted that a “writing fellow” was grading assignments.

114. This was incorrect, because the fellow’s letter-markings were not included in the student’s GPA and therefore were not grades, but just “general feedback.”

115. This is a matter of pedagogical judgment.

116. The same procedure had been used by Professor Bowley in the course for several years.

117. This was widely known and a well-received and established part of Professor Bowley’s teaching practice.

118. It was discussed in a workshop, and had been approved.

119. It had never previously been described by the administration as a problem with Professor Bowley.

120. It is not a legitimate basis for termination.

**Fellow logging attendance**

121. Second, Millsaps asserted that a fellow was logging attendance without authorization.

The claim here is that allowing the student fellow to log attendance in the Major Portal gives the fellow “unauthorized access to confidential information.”

122. However, Professor Bowley had not understood that there was anything wrong with this practice, given the following facts:



- 123. The fellow was trained on FERPA confidentiality.
- 124. The professor was not trained on login security practices.
- 125. The fellow did not actually breach confidentiality or access anything but attendance.
- 126. No other professor has been fired for something like this.
- 127. Professor Bowley had never been warned or had this issue raised with him before.
- 128. This is not a basis for termination.

**Friday as writing day in the “Connections” course**

- 129. Third, Millsaps claimed that Professor Bowley routinely “cancelled class” on Fridays for his “Connections” course.
- 130. The “Connections” course is writing intensive.
- 131. The writing required is personal, and for some writers personal reflection requires privacy, concentration, vulnerability, and an environment optimized for each individual’s creative process.
- 132. Under the approved course syllabus, this writing is scheduled to take place during the time allotted for the course on Friday, which is “reserved for each student’s writing reflections.”
- 133. This was not a violation of policy.
- 134. However, Professor Bowley allowed students that completed the assignment for Friday early to turn it in, and did not require them to sit in the class doing nothing while others worked on the assignment per the syllabus.
- 135. Class was not “cancelled”; class was held on Friday for any student who preferred that setting for the assignment.



136. The pedagogical question is whether all of these post-secondary students - fully grown adults - will have the most fruitful writing experience sitting in an uncomfortable classroom surrounded by others silently writing. The professor concluded the answer was “no,” and allowed students that wished to write in another environment to do so if they turned in the assignment before class. This is not neglect of duty. This is the exercise of his duty as a teacher to think through what will help his students grow.

137. The administration was aware that other faculty also engaged in similar practices and did not criticize or discipline them for it.

138. Associate Professor Mark Lynch has taught a Business Calculus class at Millsaps that met Monday, Wednesday and Friday at 11 am.

139. Professor Lynch informed his students that Friday was review, and attendance was optional on that day.

140. Professor Bowley had never been warned or had this issue raised with him before.

141. This is not a basis for termination.

**“Neglect” of the Connections class**

142. Fourth, Millsaps claimed that Professor Bowley “neglected” the Connections class.

143. This is false.

144. He conducted the class this year in the same way he had in prior years - years when his performance in teaching the class was evaluated “exceeds expectations.”

145. The only problem with this class was that Professor Bowley was removed from it early, and not allowed to finish it by Millsaps.

146. Professor Bowley had never been warned or had this issue raised with him before.

147. This is not a basis for termination.

**Reaction to Millsaps' unlawful acts**

148. Fifth, Millsaps criticized Professor Bowley's reaction to being placed on leave.

149. But the professor was be concerned about his students and trying to ensure continuity with his fellow.

150. It is natural that he would defend himself against charges that were fabricated after the fact as a pretext to fire him.

151. And it is natural that a public that does not think highly of censorship at colleges would react the way it has here.

**The termination is unprecedented and a violation of the contract.**

152. Nothing like what appears in this list has ever been used to fire another tenured professor.

153. Nothing in this list was ever raised as a concern with the professor before his email to the students.

154. The professor has never refused guidance or to implement changes to these practices.

155. There will always be room for disagreement among teachers about this, but that is not a reason for termination of a tenured professor.

156. It is certainly not sufficient to meet the heightened "compelling reasons" standard for overruling the otherwise binding decisions of the grievance committee that both the administrative leave and the termination were a breach of Millsaps' contract with Bowley.

**CAUSES OF ACTION**

**COUNT 1: Breach of Contract**

157. Plaintiff incorporates all allegations set forth in all other sections of this complaint.

158. Defendant entered binding contracts with Plaintiff, including tenure protections.

159. These contracts, in addition to their explicit terms, included an obligation of good faith and fair dealing.

160. Defendant breached their contracts with Plaintiff, both as to their explicit terms and the obligation of good faith and fair dealing, by unlawfully placing him on leave and pursuing termination without just cause, in retaliation for contractually protected activity, and in violation of established grievance procedures.

161. Alternatively, Defendant has contractual obligations to third parties such as students and the State of Mississippi, and Plaintiff is a third-party beneficiary of certain promises therein that were breached as described above.

162. Plaintiff has been harmed in actual pecuniary damages, plus additional amounts in consequential damages, interest, costs, compensatory damages, punitive damages, and attorney's fees.

163. For these reasons, Plaintiff brings this action for breach of contract.

**COUNT 2: Intentional Infliction of Emotional Distress**

164. Plaintiff incorporates all allegations set forth in all other sections of this complaint.

165. Defendants took extraordinary actions, including the termination, which were intended to cause severe emotional distress to the Plaintiff, and which did cause such distress.

166. In so doing, Defendants harmed Plaintiff.

167. For this reason, Plaintiff is seeking damages in an amount to be determined, to include both actual economic damages and harm to his reputation, plus additional amounts in consequential damages, interest, costs, compensatory damages, punitive damages, and

attorney's fees.

REMEDIES

168. Plaintiff seeks all remedies available, including but not limited to the following:
- a. A final judgment declaring that Defendant has violated the law;
  - b. An injunction curing Defendant's unlawful actions and prohibiting any future similar actions;
  - c. Notice given to all employees regarding the violations found by this Court, and notifying such employees of the order entered proscribing future violations;
  - d. Any other equitable relief as this honorable Court deems appropriate;
  - e. Back pay;
  - f. Statutory liquidated damages if applicable;
  - g. Reinstatement and/or front pay, as appropriate;
  - h. Compensatory damages for dignitary harms, reputational harms, emotional distress and any other non-pecuniary harms flowing from Defendant's unlawful actions;
  - i. Consequential damages and any other pecuniary harms flowing from Defendant's unlawful actions;
  - j. Punitive damages commensurate with the misconduct and necessary to deter future violations of the law;
  - k. Nominal damages if no other damages are available;
  - l. Pre- and post-judgment interest;
  - m. Attorney fees;

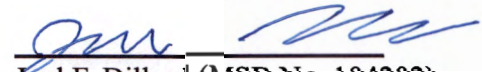
n. Costs; and/or,

o. Any other relief available under any applicable principle of law or equity.

Respectfully submitted on September 26, 2025,

Dr. James Bowley, Plaintiff ,

By:



Joel F. Dillard (MSB No. 104202)

*Counsel for Complainant*

OF COUNSEL:

JOEL F. DILLARD, P.A.

775 N. Congress St.

Jackson, MS 39202

Telephone: 601-509-1372, Ext. 2

Facsimile: 601-509-1372

Email: joel@joeldillard.com