Facts in the case as we see them:

1. In February, 1931,
   a. We all felt and saw no reason for changes in our faculty for the coming year.
   b. The New School Law of Porto Rico had not been presented to the Legislature.
   c. Enrollment of students was good and everything was going well.
   d. So all teachers were asked to remain on our force of teachers.

2. About May 20. The New School Law was signed by the Governor.
   a. President Harris had gone to the States to find an Agricultural teacher and a Librarian. He returned June 15 for Commencement.
   b. By that time the whole student life of the Island was excited. Public School teachers were not sure they would be allowed to continue their services in Public Schools due to the qualification requirements of the New Law.
   c. Rumors circulated freely and statements from the Registrar of the University of Porto Rico to the effect that credits made in the Polytechnic Institute could not be accepted.

3. July 1. The stampede began to gather. New students who had applied withdrew their application and went to the University. Parents of old students began to ask for a transfer of grades to the University.

4. The summer term opened with eight new students in the Freshman Year, where we should have had seventy-five.

5. The enrollment showed that
   a. No one wished to take music.
   b. Only four or five cared to take Mathematics and Physics, and
   c. That there was a decided falling off in courses of Business Administration.
   d. The other Departments had held their usual members enrolled.

6. After enrollment of summer session, the Advisory Committee of the Faculty met and resolved that in view of the insignificant number of new students and the unrest of the old students, that three departments registering none or only a few students in them, viz., Music, Mathematics, Physics, and Business Administration, be dropped.
7. - This unanimous resolution was sent to the Administration and, after considerable study, the Administrative Committee approved the recommendation of the Advisory Committee.

8. - A letter was sent to Mr. Smith of the Mathematics-Physics Department, and to Miss Worthington of the Music Department, stating the action of the Administrative Committee to them as above noted.

a. - At the same time a letter of recommendation was sent them so as they could more easily find employment.

b. - Nothing was then said to them about salary for the simple reason no one of us knew what the immediate outcome was to be.

9. - Dr. Caldwell sent out to persuade parents to return their children to the Institute; Dean Leker and the President bombarded the Department of Education and the University authorities.

Old students returned to the Institute in July. But on the opening of the University in latter part of August a great many students were planning to leave the Institute. Things looked exceedingly black and for a time it seemed we would likely have to drop some departments.

10. - Fortunately, a working agreement was reached with the Department of Education and with the University of Porto Rico for the time being till the Legislature could meet in February, 1932, when a promised amendment to the law is to be passed.

11. - The University suggested that we offer French and Latin, and the Department of Education offered to suggest to Public School teachers residing near the Institute to take subjects in college in the Institute.

Public school teachers wanted educational courses. Dean Leker was away on vacation. Columbia University recommended two men—one for French and Latin, and another for Sociology and Education.

In September these men were employed so as to keep our students by giving them what they wanted—French and Latin. The Public School teachers enrolled in sufficient numbers to pay the expenses of the Professor in Education and Sociology.

We were fighting for our life and to avoid a complete financial disaster by low enrollment of students in all grades we had no alternate but to drop the three departments not in demand and to give the students what they wanted to study, since the students were paying for it.

A word about conflict with the teachers and Mrs. Boylson.

1. - No committee had ever voted on a settlement with the teachers. We were anxious to get word to them thinking

a. - They would see our besmirching condition, and

b. - Be able to secure another position, since this happened at the beginning of summer vacation.
c - Recommendations to help get a new job were sent to them with the first letter. In fact, the President had suggested to the Administrative Committee that if they could not secure a position, that they take graduate work in order to fit them to hold positions under The New School Law in an accredited college, for which we hoped it might be able to help them financially, if possible, to do.

2. The first we heard from them was a copy of a protest to Mrs. Meylan, a Trustee, asking her intervention. To this method of procedure the President objected, holding that:

a - The Executive is the responsible person to the Board of Trustees.

b - That appeal to the Board should be allowed only after a thorough consideration of the differences by the President as Executive and he has given his ultimatum, to which the employee objects. The President, as authorized Executive of the Board, must settle all disputes equitably and no procedure other than through the Executive head of the Institute can be tolerated.

c - The President, as executive head, feels that his orders are to come from the Board of Trustees, or through a duly authorized committee of the Board, and not from any single member of the Board of Trustees.

d - Then he, the President, was the uncalled for and unjust procedure of these two teachers, calculated primarily to put the administration in bad with at least one member of the Board, he contended such action.

e - According to our Rules and Regulations, the President reserves the right to terminate contracts at any time. This the employee accepts in the contract.

The President has always given a three months' notice on employees before terminating contract, except for immoral conduct or in an emergency like the present. Even in this we would have sacrificed in order to do what the dismissed teachers felt was right had they not gone over our head, bothered a trustee, a personal mutual friend who is very conscientious and will not stand for wrong but who, unfortunately, was not in a position to appreciate the crisis presented at the time.

f - The law of Porto Rico requires one month's salary or a month's notice in discharging an employee. Smith appealed also to the Porto Rican Labor Board for adjustment of his claims. To this Board we would comply as soon as we can get the money.

Miss Worthington has already received one-half of her legal pay, which was sent her in July.

The above is exactly as it occurred to the best of my ability to state it.

J. WILL HARRIS

December 8, 1921.