

# Community struggles to make sense of killings

by Jeffrey Gettleman  
Los Angeles Times

The story begins and ends here, in the shadows of a dying coal industry, in a red brick school house where a high-powered attorney meets a poor Nigerian immigrant and tries to help. It was an unlikely place for the two to meet, in the gritty heart of Appalachia, but that is how fate would have it.

Tony Sutin gave up a job in the Clinton administration to become dean of the Appalachian School of Law and students say he'd stretch himself as far as he could to help them learn.

Peter Odighizuwa was a father of four and a former cab driver from Africa, trying to start over.

Time and again, Sutin was there. When Odighizuwa was broke, the dean helped buy him a car and a computer and found him a job bagging groceries. When Odighizuwa failed out of law school his first year, Sutin gave him a second chance.

Now Sutin is dead. And Odighizuwa is in jail, charged with murder.

"Out of all the people who tried to help him, that's who Peter killed first - execution style," said law student Chuck Scherer. "It's bothering us all."

On Thursday, a day after police said Odighizuwa killed the dean, a law professor and a classmate in a 60-second shooting spree, a few clues emerged as to what led to the fatal collision between the student and the dean.

Court records revealed Odighizuwa, 43, had a violent past, and classmates said he behaved erratically. He had been charged with hitting his wife in the face in August and he had been treated for depression in the last six months.

-As he was led into the courtroom,

Odighizuwa, with his head down and hands and legs shackled, yelled out: "I've been sick! I've been sick! I need help!"

Minutes later, after 12 charges had been leveled against him, prosecutors announced they would seek the death penalty.

Many people in Grundy, a coal mining town best known for its fierce high

thing of an uncommon quantity.

In a place where self-reliance and tight families are themes, people remember the many times the Odighizuwas needed help.

There were the clothing drives at the hospital where his wife, Abieyuwa, worked, and moves from house to house because of rent problems. And several times Odighizuwa burst into faculty meetings at the law school and asked for more money, according to students.

"This guy had an explosive personality," said Jack Briggs, a family doctor and county medical examiner.

Odighizuwa had enrolled at the Appalachian School of Law in September 2000, the first year Sutin was dean--he had been a professor before that. No one seems to know where Odighizuwa went to college and school president Lu Ellsworth said he was told by police not to discuss his record.

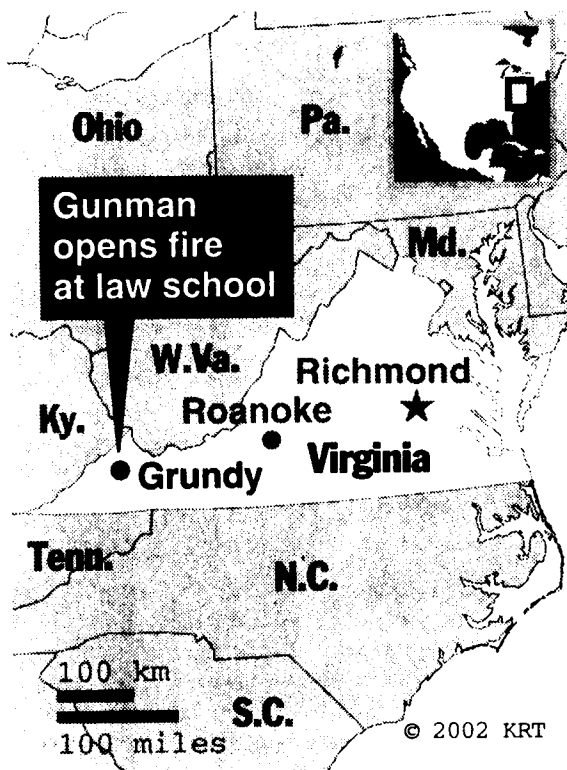
He apparently flunked out at the end of the fall semester 2000, took a semester off, and then came back under academic probation.

On Wednesday, after learning he flunked out again, authorities said Odighizuwa marched into Sutin's office, pulled out a .380 semi-automatic pistol and shot the dean several times. At least two bullets were fired into Sutin's back

from point blank range. Odighizuwa then allegedly ran into the nearby office of Thomas Blackwell, his professor of contracts, and shot him fatally in the neck while he was sitting behind his desk.

He dashed downstairs, shooting several classmates, killing his guidance counselor, Angela Dales, 33. Three students remained in fair condition Thursday.

On Thursday morning, Odighizuwa was charged with three counts of premeditated murder, three counts of attempted murder and six counts of unlawful weapon use.



school wrestlers, have been ambivalent about the private law school, which opened five years ago in a converted junior high. Its founders hoped to bring legal services--and a sense of hope--to a historically depressed area of the South.

Sutin, 42, was a Harvard-trained constitutional scholar who published widely and served as an assistant attorney general under Janet Reno.

He had come to Grundy, population 1,110, fired by a sense of mission. "He gave his heart to that school," said lawyer friend Henry Keuling-Stout. "Peter O," as he was known here, was some-

# Don't file suit over instructor's switched syllabus

by C.L. Lindsay III  
KRT Campus

Dear CO-STAR:

Is a course syllabus a legal document? Does the instructor have the right to change his mind about what materials will be covered during the semester halfway through? The syllabus for a course I took was published on the university Web site, and it was the whole reason I enrolled, but the second half of the material covered was entirely different than what was stated. What can I do?

- Katherine, Senior, Private College or University, Wisconsin

Katherine:

Let's start with the basic legal concepts raised by your question. It's generally understood that the relationship between a student and a private college is contractual in nature. This is simple enough. You pay the college and expect services in return. The written materials provided to you by the college--course catalogues, student handbooks, bulletins, and anything else that lays out an expectation or a procedure--make up the terms of your contract. To that end, the course description in question probably is a part of the legal relationship you have with the college.

Whether or not you could get a court to agree that this contract was breached is a different matter. There are a number of reported cases where students have sued their colleges based on the theory that the college has not met its contractual obligation. The questions considered in these cases are quite varied. They range from illiterate student athletes who sued because they simply weren't educated to undergraduates who were promised a certain number of hours of instruction that were never delivered.

However, to my knowledge, no one has ever sued over a specific course because the syllabus was changed halfway through. Whether or not you would be successful depends on the specifics. For example, you'd probably win if you signed up for a class in quantum mechanics and sometime in October the instructor refused to discuss anything other than Jackie Onassis' hats. But if that same instructor simply decided to cut his discussion of wave particles to a week so that he could spend more time on the Schrodinger Equation, you'd likely lose. Such

changes are well within the professor's academic right to teach what, and how, he sees fit.

I don't know what the exact facts of your case are, but even if your situation is closer to the Jackie O. scenario, actually going to court to sue for breach of contract is not the answer. There's really not much to be gained from it. The court certainly can't give you your wasted time back. All it could really grant you is the portion of your tuition that went toward that specific course. I guarantee that, no matter how expensive your school is, that amount will be less than what it will cost you to sue the school.

So if you really do feel that you've been cheated, your best option is to appeal to the school's sense of fair play. Make a formal, written complaint to the head of the department and the dean of the school. Be very specific about what you were promised and how the school failed to meet those promises. Point out the contractual nature of your relationship, include a copy of the inaccurate syllabus and respectfully ask for a refund. Or, alternatively, see if you can take a directed study under a different professor that covers the omitted materials--free of charge, of course.

If you don't get the results you want, try taking your grievances to the press. Contact your school's paper or even an external publication that may be interested in your situation. The publicity will likely help your cause. Even if you don't get your money back, you may prevent this sort of bait and switch from happening to other students, which is a laudable goal.

(C.L. Lindsay III is an attorney and the executive director of CO-STAR, the Coalition for Student & Academic Rights. CO-STAR is a network of lawyers, professors and students who work to protect academic freedom and constitutional rights at college campuses nationwide. If you have a question for CO-STAR, log on to their Web site at [www.co-star.org](http://www.co-star.org).)

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