



Minutes
Edison State College
District Board of Trustees Special Meeting
Lee Campus – Building AA, Room 177
November 29, 2011
4:00 p.m.

AGENDA ITEM: 1

The District Board of Trustees of Edison State College met in regular session in Lee County, Florida, on November 29, 2011 at 4:00 p.m. with the meeting called to order by Ann Berlam, Chair.

Present: Ann Berlam, Chair
Brian Chapman, Jr.
Dr. Randall Parrish, Jr.
Julia Perry
Pamella Seay
Marjorie Starnes-Bilotti
Christopher Vernon
Sankey E. "Eddie" Webb, III
Kenneth P. Walker, District President
Frances Brennan, Recorder
June Hollingshead, Recorder

Absent: Washington Baquero

Pledge to Flag

Introduction of Guests and Public Comment:

CHARLOTTE CAMPUS

None

COLLIER CAMPUS

1. Professor Bill Coughlan

HENDRY/GLADES CAMPUS

None

LEE CAMPUS

- | | |
|--------------------------|---------------------------|
| 1. Greg Allred | 6. Professor Myra Walters |
| 2. Barbara Cox | 7. Alan Redfield |
| 3. Dr. Catherine Wilkins | 8. Professor Don Ransford |
| 4. Pam Mangene | 9. Willie Filkowski |
| 5. Dr. Cheryl Turton | 10. Mike Grodem |

Information Reports:

1. Faculty Senate Report – (None Requested)
2. SACS Report – Dr. Erin Harrel
3. Legislative Update – Mr. Matthew Holliday
4. President's Comments – Dr. Kenneth P. Walker (Handout - See *Attachment #1*)

MOTION by Brian Chapman, seconded by Marjorie Starnes-Bilotti, to accept Dr. Walker's proposals regarding his tenure and compensation, as presented in *Attachment #1* to these minutes.

Following discussion, AMENDMENT TO THE MOTION by "Eddie" Webb to make the effective date of Dr. Walker's retirement as December 31, 2011, with a compensation package to be negotiated between Dr. Walker and the District Board of Trustees Chair, Ann Berlam, subject to approval at the next Board meeting. NO SECOND.

The Chair requested a roll call vote on the MOTION. Mr. Chapman, Dr. Parrish, and Mrs. Starnes-Bilotti voted in favor. Mrs. Perry, Ms. Seay, Mr. Vernon, Mr. Webb, and Mrs. Berlam voted against. The Chair declared that the motion failed 5 to 3.

MOTION by Chris Vernon, seconded by Pamella Seay, to approve Mr. Vernon's handout "Proposed Timeline for Removal and Replacement of President," as presented, to be effective upon action of the Board. (See *Attachment #2* to these minutes). Following discussion, the Chair requested a roll call vote on the MOTION. Mr. Chapman, Mrs. Perry, Ms. Seay, Mrs. Starnes-Bilotti, Mr. Vernon, Mr. Webb, and Mrs. Berlam voted in favor. Dr. Parrish voted against. The Chair declared that the motion passed 7 to 1.

The Chair thanked Dr. Walker for his years of service to the College.

With regard to the 5 items on the proposed timeline, Item I placed Dr. Walker on immediate administrative leave, and directed the securing of his executive offices. Mr. Vernon was appointed Board Liaison for Item II; Mrs. Berlam was appointed Board Liaison for Item III and was asked to call Dr. Pat Land to request her service as Acting District President for a period of 30 – 60 days; Mrs. Berlam was designated as Board Liaison for Item IV; and Mrs. Starnes-Bilotti was designated as Board Liaison for Item V.

Information and Discussion: (None Requested)

The Chair declared a 10-minute break and recessed at 5:45 p.m.

The Board reconvened at 5:55 p.m.

Vote to Take Action On:

Agenda Item #1. Approval of Minutes (a) Regular Meeting October 25, 2011, (Page 1) and (b) Special Meeting November 4, 2011 (Page 11) (Presenter: Mrs. Berlam)

MOTION by Brian Chapman, seconded by Pamela Seay, to approve the minutes of the regular meeting October 25, 2011, and Special Meeting November 4, 2011, as presented. Approved unanimously.

Agenda Item #2. Election of Vice Chairman (Presenter: Mr. Lupe (Page 15))

The Chair opened the floor for recommendations. MOTION by Randall Parrish, seconded by Julia Perry, to elect Marjorie Starnes-Bilotti to serve as Vice Chairman of the District Board of Trustees for the remainder of the 2011-2012 fiscal year, as presented. Approved unanimously.

Agenda Item #3. Approval to Extend a Utility Easement to Florida Power and Light Company on the Hendry-Glades Campus (Presenter: Mr. Nice/Board Liaison: Mr. Chapman) (Page 16)

MOTION by Brian Chapman, seconded by Randall Parrish, to grant a utility easement to Florida Power and Light Company for electric services required for a new sports complex on Forrey Drive and State Road 80, LaBelle, FL, as presented. Approved unanimously.

Agenda Item #4. Approval to Award the Status of "Pre-Qualified" General Contractors for the Period January 1, 2012 through December 31, 2012 (Presenter: Mr. Nice/Board Liaison: Mr. Chapman) (Page 20)

MOTION by Brian Chapman, seconded by Randall Parrish, to approve the list of pre-qualified contractors and authorize the Administration to provide certification of that status for the period of time designated, as presented. Approved unanimously.

Agenda Item #5. Approval to Remove College Property from Inventory (Presenter: Mrs. Doeble/Board Liaison: Mr. Webb) (Page 23)

MOTION by "Eddie" Webb, seconded by Randall Parrish, to approve the removal of College property from the College's inventory system and to reduce assets as appropriate, as presented. Approved unanimously.

Agenda Item #6. Approval to Advertise Request for Information #11-06 to Florida State Contract Vendors (Presenter: Mrs. Doeble/Board Liaison: Mr. Webb) (Page 26)

Following discussion, the item was TABLED for a later date.

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Agenda Item #7. Approval of Personnel Action (Presenter: Mrs. Fairfax/Board Liaison: Mrs. Starnes-Bilotti) (Page 29)

MOTION by Marjorie Starnes-Bilotti, seconded by Pamela Seay, to approve the termination for cause of Dr. Robert J. Beeson, as presented. Approved unanimously, with Attachment #3 added.

Agenda Item #7(a). Approval of Revised 2011-2012 Duty Day Calendar (Presenter: Mrs. Fairfax/Board Liaison: Mrs. Starnes-Bilotti) (Page 38a)

MOTION by Pamela Seay, seconded by "Eddie" Webb, to approve the revised 2011-2012 Duty Day Calendar, as presented. Approved unanimously.

Consent Agenda:

Agenda Item #8. Approval of Personnel Actions (Presenter: Mrs. Fairfax/Board Liaison: Mrs. Starnes-Bilotti) (Page 39)

MOTION by Marjorie Starnes-Bilotti, seconded by "Eddie" Webb, to approve the Personnel Consent Agenda actions as presented. Approved unanimously.

Information Only:

Agenda Item #9. Edison State College Monthly Financial Report (Presenter: Ms. Doeble/Board Liaison: Mr. Webb) (Page 46)

Ms. Doeble presented the Edison State College Monthly Financial Report for information only.

Board Members' Comments – The Chair requested that Board Members' comments be held until after the Charter Schools Governing Board meeting.

Adjournment – The meeting was adjourned at 6:35 p.m.



Ann Berlam, Chair
District Board of Trustees

Dec. 16, 2011

Date

Minutes
Edison State College
Charter Schools Governing Board
Lee Campus – Building AA, Room 177
November 29, 2011
6:35 p.m.

AGENDA ITEM: 1

Following the Edison State College District Board of Trustees Meeting, the Board reconvened as the Edison State College Charter Schools' Governing Board at 6:35 p.m. with the meeting called to order by Ann Berlam, Chair.

Present: Ann Berlam, Chair
Brian Chapman, Jr.
Dr. Randall Parrish, Jr.
Julia Perry
Pamella Seay
Marjorie Starnes-Bilotti
Christopher Vernon
Sankey E. "Eddie" Webb, III
Frances Brennan, Recorder
June Hollingshead, Recorder

Absent: Washington Baquero

Introduction of Guests and Public Comment – None

Vote to Take Action On:

Agenda Item #1. Approval of Minutes Regular Meeting October 25, 2011
(Presenter: Mrs. Berlam) (Page 1)

MOTION by Chris Vernon, seconded by Pamella Seay, to approve the minutes of the regular meeting October 25, 2011, as presented. Approved unanimously.

Information Only:

Agenda Item #2. Edison State College Collegiate High Schools Monthly Financial Report (Presenter: Mrs. Doeble) (Page 3)

Mrs. Doeble presented the Edison State College Collegiate High Schools Monthly Financial Report for information only.

Written Reports:

Agenda Item #3. Monthly Report on Edison Collegiate High School – Charlotte (Page 6)

A written report was presented for information only.

Agenda Item #4. Monthly Report on Edison Collegiate High School – Lee (Page 8)

A written report was presented for information only.

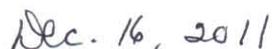
Board Members' Comments:

- Mrs. Berlam will email 3 possible dates for a December meeting to all Board members.
- Mrs. Seay requested that a "New Business" section be added to Board meeting agendas.
- Mr. Vernon and Mr. Webb requested a presentation on the Financing Corporation at the next Board meeting.
- Mrs. Starnes-Bilotti requested that the Board have copies of the District Board of Trustees Policy Manual.

Adjournment – The meeting was adjourned at 6:50 p.m.



Ann Berlam, Chair
District Board of Trustees



Date

I have served this College faithfully for more than two decades. I am immensely proud of its accomplishments, and the educational and growth experiences it has afforded to thousands of individuals in our community. I am deeply grateful to the Board, members of the administration, faculty and staff with whom I have had the privilege of serving.

I have given a lot of thought to the events of recent months and the profound effects that they have been having on the College and my family. Consequently, in order to minimize acrimony and disruption, and to ensure a seamless transition to the next presidency, I am willing to propose two material changes regarding my tenure and compensation. First, I am willing to advance the date of my retirement from June 30, 2013 to June 30, 2012, subject to the terms and conditions of my employment contract. I believe that this should allow sufficient time to conduct a national search for my successor. In the interim, I am willing to voluntarily accept a reduction of \$70,000 in my total compensation, which is in addition to the nearly \$179,000 reduction that I voluntarily accepted in April.

In closing, it is my hope that these concessions will allow the College to avoid unnecessary acrimony, disruption or expense. I would like to work with the Board and all members of the College community to maintain and enhance the excellent reputation this College has earned and so richly deserves. In the interest of ensuring a smooth transition to an even better future, I would respectfully request that the Board adopt this proposal.

Proposed Timeline for Removal and Replacement of President

- I. **Place Dr. Walker on administrative leave** (appoint Board liaison to coordinate the securing of the executive offices).
- II. **Hire law firm** to: Investigate terminating Dr. Walker for cause and subsequently represent the College in any adversarial proceedings with Dr. Walker (appoint Board liaison to work with the law firm).
- III. **Name an Acting President** (or have the Vice Presidents report directly to the Board) from existing pool of employees to operate college until an interim president is hired by the Board (appoint a Board liaison to work with the Acting President or Vice Presidents).
- IV. Designate a Board liaison to **contact the new Chancellor, Randy Hannah, to assist the College with finding a quality Interim President** to propose to Board at next Board meeting (goal to have Interim in place within next 60 days).
- V. Designate a Board liaison to develop a proposal for **beginning search for new President** to lead us into the future (goal is to begin search within next 60 days and to have new President in Place in advance of Fall Semester 2012).

CORAL GABLES OFFICE
121 MAJORCA AVENUE
SUITE 300
CORAL GABLES, FL 33134-4508
305-445-7801
FACSIMILE 305-442-1578

ORLANDO OFFICE
1477 WEST FAIRBANKS AVENUE
SUITE 100
WINTER PARK, FL 32789-7113
407-471-2152
FACSIMILE 407-571-1496

LAW OFFICES
ALLEN, NORTON & BLUE
PROFESSIONAL ASSOCIATION
906 NORTH MONROE STREET
SUITE 100
TALLAHASSEE, FLORIDA 32303
850-561-3503
FACSIMILE 850-561-0332

JACKSONVILLE OFFICE
421 WEST CHURCH STREET
SUITE 430
JACKSONVILLE, FL 32202
904-562-4480
FACSIMILE 904-562-4499

TAMPA OFFICE
324 SOUTH HYDE PARK AVENUE
HYDE PARK PLAZA, SUITE 350
TAMPA, FL 33606-4127
813-251-1210
FACSIMILE 813-253-2006

REPLY TO: TALLAHASSEE

November 22, 2011

Chairwoman Ann Berlam
Edison State College
Board of Trustees
8099 College Parkway
Fort Myers, Florida 33919

Re: Opinion Letter Concerning Proposed Termination of Dr. Robert Beeson, Lee
Campus Vice President of Instruction and District Dean of Arts and Sciences

Dear Chairwoman and Board Members:

Please accept this opinion letter regarding the proposed termination of Dr. Robert Beeson from his position as Lee Campus Vice President of Instruction and District Dean of Arts and Sciences at Edison State College. In summary, and as detailed below, the Board is respectfully urged to adopt the President's amended recommendation to terminate Dr. Beeson based on the circumstances in this case.

FACTUAL BACKGROUND

Dr. Beeson is currently on an annual contract that may be terminated for "just cause." The President's recommendation to terminate Dr. Beeson is based on his pattern of malfeasance, dishonest conduct, and failure to perform his duties or responsibilities under his contract, particularly relating to the College's accreditation processes. Dr. Beeson's actions threaten the future interests of the College and have already directly adversely affected students under his domain. Based on the totality of his actions there is "just cause" to terminate Dr. Beeson's employment contract.

Dr. Beeson's conduct threatened the accreditation of Edison's nursing program under the National League for Nursing Accrediting Commission (NLNAC) and the entire College's accreditation under the Southern Association of Colleges and Schools (SACS). His failure to take timely and appropriate action when informed of the lack of NLNAC accreditation for the four year nursing degree meant that students who graduated from this new program did not receive the benefit of this national accreditation. This complete neglect of his duties is even more egregious given that he received communications from the nursing students about their concerns regarding accreditation.

A. Dr. Beeson's Improprieties Regarding Core Substitutions Affected SACS Accreditation

Edison State College is accredited by the Southern Association of Colleges and Schools (SACS). Re-accreditation with SACS is required every ten years and is an essential part of an educational institution's mission and viability to offer degrees. SACS accreditation signifies to the public that the institution is a legitimate center for learning and instruction. It protects the public from fraudulent practices, such as "diploma mills," and allows for the transferability of credits between other accredited institutions. Perhaps most important, it is a recognition that the College is focused and effective in its mission to support and enhance student learning and development.

During the reaccreditation process, the College became aware of several improprieties related to course substitutions. Students had apparently been receiving course substitutions to satisfy degree requirements when the courses had no relationship to the required program level courses. The violations were so blatant and egregious that the College became open to sanctions from SACS, jeopardizing the College's efforts at reaccreditation.

In response, on December 3, 2010 the College initiated an investigation in which Dr. Beeson was one of only four College employees on the investigatory committee. As a product of its investigation, Dr. Beeson and the rest of the committee discovered that Associate Dean of Professional and Technical Studies, Dennette Foy, had provided over thirty students with improper course substitutions. Moreover, in granting these improper substitutions, Dean Foy failed to obtain the approval of her supervisor.

Following the committee's December investigation, Dean Foy's supervisor was demoted from his position as Dean of Professional and Technical Studies. The College subsequently appointed Dr. Beeson as the interim Dean, assuming the additional responsibilities for the Division of Professional and Technical Studies and supervision of Foy.

As the interim Dean, Dr. Beeson met with Foy on March 25, 2011 to conduct her annual review. At the review, the substitution and waiver problem that previously was discovered and investigated in December was discussed. Despite the severity of the violations and the egregious nature of her conduct, Dr. Beeson recommended that Foy's contract be renewed for an additional year. This malfeasance, along with the other enumerated actions below, jeopardized the College's re-accreditation.

1. In December 2010, Dr. Beeson personally participated in an investigation of allegations of improper course substitutions and waiver violations at Edison State College.
2. During the course of the investigation of improper course substitutions and waiver violations a number of Banner reports were prepared showing the identities of the

students who received the improper course substitutions and waivers, the courses that were substituted/waived, and the date that each substitution was entered into the Banner system. During the investigation a 162-page Banner report was sent directly to Dr. Beeson by the College Registrar at 3:09 pm on December 3, 2010.

3. As a result of the investigation on December 2, 2010 George S. Atkins, Vice President of Academic Affairs concluded in a letter to Dr. James Browder:

Course substitutions in A.S. programs in the areas of Accounting, Business and Management, and Drafting are a major concern. A review of substitutions in these areas depicts clear violations of SACS/COC and Florida Statutes, as well as Edison State College policies and procedures for awarding degrees. These violations are direct threats to the College's accreditation status and have the potential for disciplinary sanctions for violation of SACS Core Requirement 1.1 "The institution operates with integrity in all matters." Primarily, actions taken by Associate Dean Foy have the potential to result in the College receiving recommendations on SACS Core Standards related to integrity, faculty governance, program content, and other compliance requirements. In particular, Dean Foy has provided over 30 students substitutions that will enable students to graduate in Fall and Spring terms without completing, in some cases, several degree requirements as detailed in the College Catalog. The violations are blatant and egregious. In most of these situations, a student needing to complete five or more courses to complete degree requirements has received substitutions for courses that have no relationship to required program level courses. In a number of cases, students are allowed to complete courses in Theatre, Mythology, Photography, rather than required courses in Banking, Accounting and Management. In addition, Dean Foy did not obtain her supervisor's required approval for requesting the substitutions.

4. On December 3, 2010 Dr. Beeson personally participated in interviews of witnesses concerning the allegation of improper course substitutions and waiver violations. The individuals interviewed included:
 - a. Billie Silva, Registrar;
 - b. Ray Medhurst, Associate Registrar;
 - c. Kevin Coughlin, former Dean of Student Services;
 - d. William Roshon, District Dean of Instruction, Professional and Technical Studies;
and
 - e. Dennette Foy, Associate Dean of Business and Technology.

5. On January 3, 2011, Dr. Beeson was appointed to the position of interim Dean of Instruction, Professional and Technical Studies. This appointment was in addition to Dr. Beeson's regular duties as the Lee Campus Vice President of Instruction and District Dean of Arts and Sciences.
6. On March 25, 2011 Dr. Beeson conducted an Annual Evaluation of Foy's performance. Notwithstanding the matters set forth above, he recommended that Foy's contract be renewed.
7. The March 25, 2011 performance evaluation, while making mention of the course substitution issue, was void of any substantial concern regarding the "blatant and egregious" nature of the course substitutions and fails to contain any reference to "clear violations of SACS/COC and Florida statutes, as well as Edison State College policies and procedures for awarding degrees" which had been described in the December 2, 2010 letter from former Vice President Atkins to James Browder.
8. In spite of his participation in the investigation of the improper course substitution and waiver violations, Dr. Beeson's performance evaluation of Foy stated that her job performance demonstrated an above average level of knowledge and understanding of all objectives, policies, plan, procedures, laws, rules and regulations related to areas of responsibility.
9. As a result of Dr. Beeson's recommendation, Foy's contract was renewed for an additional year. Dr. Beeson's recommendation reflects a failure to take the appropriate administrative action. Given the egregious nature of Foy's behavior, Dr. Beeson failed to exercise appropriate caution and as a result jeopardized the integrity of the academic process at Edison State College.
10. As evidenced by the above actions, Dr. Beeson clearly violated his obligations outlined in his Job Description to provide an "effective organization through the ... evaluation ... of faculty and staff," "[p]erform other related duties as assigned by the Vice President of Academic Affairs" and "maintain accreditation standards..."

Dr. Beeson's actions demonstrate a failure of oversight and an inability to hold accountable those who jeopardize the mission of the College. Part of his job description is to provide leadership and to evaluate faculty. Recognizing Dr. Beeson's shortcomings in the essential functions of his job, President Walker requested that Dr. Beeson resign. Following Dr. Beeson's refusal to resign, President Walker recommended that his employment with the College be terminated.

B. Dr. Beeson's Failure to Timely Seek Accreditation of the Nursing Program

Accreditation is not only relevant to the College as a whole but is imperative for specialized individual programs such as nursing. Credit hours from unaccredited programs may not be transferable to other institutions. Further, in a competitive marketplace a degree without the national accreditation places the student at a disadvantage. Dr. Beeson's failure to uphold the basic responsibilities of his position put not only the College's re-accreditation under SACS in jeopardy but potentially created severe problems in the four year nursing program with drastic consequences on the program's students.

In August 2009, Edison State College began offering a Bachelor of Science in Nursing (BSN) degree to students. The two year pre-licensure program (RN) was already established and nationally accredited by the National League of Nursing Accrediting Commission (NLNAC). The accreditation process by NLNAC typically takes two years. In the nursing field, if a nurse has graduated with a BSN he or she may choose to continue their education through a Master of Science in Nursing (MSN) Degree. Without a NLNAC accreditation, students' credit hours may not be transferrable and therefore that student would not be able to pursue an MSN, a graduate degree unavailable at Edison. The specific facts are:

1. On November 1, 2010 Dr. Beeson received a forwarded email from a concerned student in the nursing program. The student's email expressed "frustration" and "anger" regarding the program's accreditation status and asked for help clarifying the situation or direction as to someone whom she could speak with.

The email reads, in pertinent part, as follows:

I don't know whether you heard the BSN is not accredited by NLN. Our class just so frustrated and stressed about this program. It is a mess in this program especially we are the first graduate in this program. Our class has nowhere to express our frustration, anger and opinions. The dean of nursing program don't even come to us to explain what's going on until we gave them pressure. We are so upset about this program. You know me spending \$5000-7000 every semester for this BSN program. It ended up this program is not accredited to prepare us to go to master of nursing. No one come to talk to us about the accreditation either until we heard rumor spreading around. I am going to take my master of nursing in STATE. I couldn't do it because the university I am going to doesn't accept Edison because BSN is not accredited by NLN. I have to take extra classes for the RN-MSN bridge program which costs \$1450 each credit in order to get accreditation that way to work for my master degree. Can you tell me whom I could go to express my opinion? Maybe I should have money back for all those time I spent in Edison for BSN. I would like to talk to someone beyond the dean of nursing program. Can I talk to Dr Walker? Do you have his email address? This program is not organize, no notice until the last minute. Professors don't even know

what to do. Our stress level is extremely high because of all the sudden changes and bad news. Can you please help us?

2. Despite the student's obvious concerns over this situation, Dr. Beeson failed to investigate or take any appropriate productive action in responding to the student's email. Rather, his only response was to forward the email to Dr. Atkins along with a message simply stating "Heads up!"
3. Almost three months later, on January 25, 2011, Dr. Beeson received another email from a different student who was also concerned over the status of the bachelor of nursing program. Once again, the student expressed alarm over rumors that the program's lack of accreditation might jeopardize the student's ability to transfer credits or pursue a graduate degree.
4. The application for the BSN accreditation from NLNAC was not submitted until April 12, 2011.

After the accreditation issues were properly acknowledged, the students within the nursing program who were graduating and applying to MSN programs at other institutions encountered problems because other institutions would not recognize the College's BSN degree. Had Dr. Beeson properly reacted to the gravity of the situation, the accreditation process could have been addressed earlier and fewer students negatively impacted.

LEGAL ANALYSIS

In his capacity as the Lee Campus Vice President of Instruction and District Dean of Instruction, Arts and Sciences, Dr. Beeson is under an annual contract with the College. As an employee under contract, the College may terminate the employee for cause. Among the many things deemed to be "for cause," the contract most notably includes:

- (a) any willful and/or material failure by the employee to perform the employee's duties or responsibilities under the terms of this contract;
- (b) the commission of any fraud, immorality, misconduct in office, act of theft, financial dishonest, or any act which the College in its reasonable judgment determines has a material adverse effect on the College, the College's administration, the College's faculty relations, student relations, public relations or fundraising efforts

Good cause has been defined as a "failure of an employee to perform his duties in the scope of his employment in such manner as person of ordinary prudence in the same employment would have performed under the same or similar circumstances." *In re: Public Employees Association and State of Montana, Dept. Family Services*, 1992 WL 738879 (Arb.)

(Tilbury 1992) *quoting* Rothschild, Merrifield and Edwards' book *Collective Bargaining & Labor Arbitration* (2nd ed.) 542 (some misfeasance or nonfeasance in connection with the work... could be synonymous with the phrase "good cause" in the view of some authorities)(emphasis added).

Neglect of duty constitutes grounds for termination. *See e.g. McLaughlin v. Jefferson Parish Sch. Bd.* 560 So.2d 585 (La. App. 1990) (neglect of duties need not be intentional); *Harvey v. Jefferson County Sch. Dist.*, 710 P.2d 1103 (Colo. 1985) (failure to teach curriculum is neglect of duty); *School Board of Miami-Dade County v. Stephens*, 2011 WL 960 968 (Fla. Div. Admin. Hrgs. 2011) (non-performance of work duties constitutes just cause for dismissal); *In re: Public Employees Association and State of Montana, Dept. Family Services*, 1992 WL 738879 (Arb.) (Tilbury 1992). Furthermore, the broad concept of neglect of duty "encompasses even single acts of completely failing to perform a particular duty." Isidore Silver, *Public Employee Discharge and Discipline*, (3d ed., 2001) 273-74. Dr. Beeson's failure to perform his duties and responsibilities is a violation of his employment agreement with the College and constitutes "just cause" for his termination. Dr. Beeson's job description, as incorporated into his employment agreement with the College, lists the following essential functions of the job:¹

- Provides leadership for and direction to associate deans, directors, coordinators, faculty and staff in the development and delivery of instruction.
- Directs the division's instructional delivery system and provides guidance for the enhancement of student-centered learning.
- Develops academic goals and policies in support of the campus needs and the college's strategic plan.
- Initiates and maintains accreditation standards, the General Education Program and assessment strategies.

As the following three sections demonstrate, Dr. Beeson's failure or neglect to perform his enumerated rated duties constitute just cause for his termination.

A. Decision to Re-Hire Dean Foy

Dr. Beeson's recommendation that the College renew Foy's employment contract constitutes grounds for his termination. Inherent in the perpetration of the above enumerated actions are actions of malfeasance. Malfeasance is defined as "[a] wrongful or unlawful act; esp. wrongdoing or misconduct by a public official." Black's Law Dictionary (9th Ed. 2009). Florida courts have not hesitated to uphold terminations based on malfeasance. *Story v. Culverhouse*, 727 So.2d 1128 (Fla. 2d DCA 1999) ("Employment contract for definite duration ... could be

¹ His employment contract specifically states that the "employee is required to perform those services specified in the official job description, which is attached to the contract and incorporated herein." In February 2011 the job description was amended to incorporate an organizational change in the reporting structure. Those changes do not affect the analysis in this letter.

terminated for misfeasance or malfeasance.”); *State ex rel. Hardie v. Coleman*, 155 So. 129, (Fla. 1934). Courts are similarly inclined to find just cause in the termination of employees who fail to take responsive action or otherwise hold their subordinates accountable. *See Lee Cnty. Sch. Bd. v. Sanders*, 2004 WL 44069 (Fla. Div. Admin. Hrgs. 2004) (upholding just cause termination of superintendent in part due to his failure to discipline or otherwise respond to the misconduct of his staff); *see also School Bd. of Dade Cnty. v. Martin*, 1989 WL 645099 (Fla. Div. Admin. Hrgs. 1987) (upholding just cause dismissal of teacher, in part, for failing to supervise the work of his subordinates, lack of judgment, lack of effective leadership, and incompetency by reason of inefficiency). When such a lack of judgment rises to the level of submitting a dishonest report required by the employer, it is also grounds for termination. *Winters v. Florida Board of Regents*, 834 So. 2d 243 (Fla. 2d DCA 2002).

As the above case law demonstrates, Dr. Beeson’s recommendation that the College rehire Dean Foy is a wrongful action that demonstrates an inability to comply with the directives of his position. As an administrator in the upper echelon of the College’s hierarchy, the College entrusts Dr. Beeson with the evaluation of employees under his supervision. By not properly doing so, Dr. Beeson failed to provide leadership for his subordinates and actually hurt the enhancement of student centered learning. As such, his actions breached a duty listed within his job description and thereby constitute a breach of contract.

Similarly, Dr. Beeson neglected his contractual duty to provide “guidance for the enhancement of student-centered learning” when he failed to respond to the emails expressing the students’ frustrations over the problems with the nursing accreditation. At a minimum Dr. Beeson should have responded to the students concerns and investigated the issue. Dr. Beeson’s complete dismissal of student concerns and total inaction is contrary to the student-centered approach the College expects of all of its employees. Therefore, by ignoring his duty to the nursing students to address their concerns and ensure an accredited program, Dr. Beeson breached his contract and there is just cause for his termination.

B. Undermining Support for the College’s Strategic Plan

Dr. Beeson undermined the mission of the College and the Vice President of Academic Affairs by recommending and supporting continued employment for Foy, an employee who caused substantial compliance issues with SACS. The College appointed Dr. Beeson to the interim role as Foy’s supervisor because of his unique knowledge of the investigation results and tasked him with the job of remedying the substitution problems. In spite of that task, Dr. Beeson actually *recommended* that the person primarily responsible for the problem be rehired. His actions serve to sanction activity that jeopardized the College’s reaccreditation and his silence in failing to address Foy’s considerable misconduct is tantamount to dishonesty. At the very least, however, his actions constitute materially adverse actions which have the potential to subject the College to a future of accreditation compliance issues.

C. Failure to Initiate and Maintain Accreditation Standards

As the Vice President, it was Dr. Beeson's responsibility to "initiate and maintain accreditation standards." By failing to research the nursing accreditation issue when it was brought to his attention through two separate student emails Dr. Beeson failed to perform an essential job duty. Dr. Beeson's failure to perform the duties required of him in his scope of employment as any reasonable person would have done under similar circumstances constitutes just cause for termination. Here, Dr. Beeson expressly agreed in his employment contract, which incorporated his job description, to handle accreditation issues. He did not in this instance, thereby constituting a neglect of duty and violation of his employment agreement establishing grounds for termination.

Furthermore, Dr. Beeson was one of only three people on a committee aware of Foy's participation in the substitution and waiver violations. Yet, he gave her a positive evaluation and recommended that her contract be renewed. The recommendation of a subordinate who has jeopardized the school's accreditation through her actions is a material failure by Dr. Beeson to perform his duties and responsibilities under the terms of his contract. As such, Dr. Beeson's failure to terminate Foy, a hindrance to maintaining the College's accreditation, constitutes just cause for termination.

Dr. Beeson's conduct negatively impacted the nursing program and jeopardized the College's reaffirmation of accreditation. His actions constitute just cause for termination and it would be well within the College's reasonable judgment to terminate Dr. Beeson's employment.

Sincerely,

A handwritten signature in blue ink that reads "Michael Mattimore". The signature is written in a cursive style. At the end of the signature, there is a small circled mark that appears to be the initials "dl".

Michael Mattimore