

February 26, 2019

Via: email to

Dr. Lynne Rich  
AETN Foundation Board Chair

RE: Request for Appeal & Hearing of my termination of employment on February 12, 2019

Dear Dr. Rich  
And Members of the AETN Foundation Board:

I was terminated from my position as COO & Director of Development of the AETN Foundation on Tuesday, February 12, 2019. When notified of my termination, I asked why and was told that “we are going in a different direction”. The termination came as somewhat of a shock to me as I have not been told that my performance was in any way less than satisfactory, nor had we discussed a new direction. My last performance evaluation was “excellent” in all areas. I have not been subject to any disciplinary action under the Code of Conduct and Progressive Disciplinary Policy. In addition, the past year was the most financially successful that the Foundation has ever had.

The abruptness of my termination without cause leads me to believe that it is in retaliation for me bringing information to the Foundation Board about the Team Raney contract.

Ms. Courtney Pledger first came to me in August, 2018, about retaining Team Raney as a consultant to assist with content ideas. She said she did not want to go through the State Procurement process and wanted the Foundation to pay for this contract. I explained that the Foundation could not pay for the contract with the Foundation Programming Grant or its general fund as there were no funds available that weren't earmarked. I explained that there were three different ways that the contract could be paid for by the Foundation without violating Foundation policy. First, the funds could be taken from the AETN Production funds (maintained by the Foundation) that are not earmarked by grant. This action would not require board approval. Second, the funds could be taken from the Capital Planning Fund (formerly DTV fund) which would require request and approval from the Foundation Board. Lastly, the funds could be taken from either the Emergency Reserve Funds or the corpus of the General Endowment, both would require request and approval from the Board. Requesting that the contract come from the Capital Planning Fund was the most obvious way, and the one that the Board approved at the special meeting on February 5, 2019. This is what I originally recommended to Ms. Pledger, but she did not want to go to the Foundation Board for approval. Ms. Pledger did not follow my recommendation and entered into the contract by reallocating dollars that were part of the AETN

Foundation Programming Grant. This put us in violation of our AETN Foundation Cash Flow policy and the budget the Board approved for fiscal year 2019.

At the October 4, 2018, AETN Foundation Board meeting, Ms. Pledger referenced the Team Raney proposal in her written report included in the Foundation Board packet. Foundation Board Chair, Dr. Lynne Rich, asked for more information about the contract including how Team Raney would be paid. Dr. Rich was not satisfied with the response Ms. Pledger gave at the Board meeting because she later contacted me and asked me from what account the contract was going to be paid as well as other information about the contract. On November 8, 2019, I invoked the AETN Foundation Whistleblower policy directly to Dr. Rich before discussing the Team Raney contract issues. This was necessary because I knew using the funds from the AETN Foundation Programming Grant allocation for fiscal year 2019 in any way other than as intended would be a violation of our Foundation Cash Flow Policy. Ms. Pledger had indicated to me that the Team Raney contract couldn't be handled on the state side because Team Raney wasn't a vendor, and they didn't have time to handle it that way. I was concerned that this was also a violation of AETN/State Procurement Policy. To protect myself, I felt the only safe way to discuss this freely with Dr. Rich was to invoke whistleblower protection.

After the October 4, 2019 Foundation Board meeting, Ms. Pledger stopped communicating with me. Communication had been strained since August when I communicated with Ms. Pledger that there were no funds available in the regular budget for the Team Raney contract and gave her the options that she could pursue for the contract. I spoke with Lela Hodges, AETN Human Resources Director, on numerous occasions about this issue and how to improve the situation. I also asked Ms. Pledger on at least three separate occasions to have a conversation with me to help alleviate the stress between us. She refused all requests.

At the December 13, 2018 Foundation Board meeting, the Board voted unanimously that the Team Raney contract should not be a Foundation contract. Dr. Linda Beene Ballard explained how the agreement was in violation of state procurement practices. Phil Kaplan talked with the board about how content was the responsibility of the State, not the Foundation. Additionally, the Board discussed that any contract that was out of our normal business process should have been brought before the Foundation Board before Ms. Pledger entered into it. The Board instructed the staff that the contract should be cancelled immediately and be handled by the state. I thought the matter was settled.

I was scheduled to go to Arizona for a conference the second week of January, 2019. The day I left for the conference, Ms. Pledger approved the payment of \$13,750.00 to Team Raney by the Foundation. The check was signed by Ms. Pledger and Mr. Fred Wiedower, AETN chief financial officer (CFO). The check was written on the general operating account.

When I returned from the conference, I reviewed the activities that happened while I was out of the office as I always do. I discovered that the Team Raney contract had been approved and the check issued by Ms. Pledger. Because this payment was in violation of the decision of the Foundation Board, I sent an email to Dr. Lynne Rich, Dr. Linda Beene Ballard and to Phil Kaplan

to ask for guidance. As a result of my request for guidance, Dr. Lynne Rich, Foundation Board Chair, called a special board meeting on February 5, 2019, to discuss the Team Raney contract. At the meeting, Ms. Pledger asked the Board to reconsider its decision regarding funding the Team Raney contract. After much conversation, the board decided to rescind its December decision to not fund the contract. The Board decided to fund the contract from the Capital Planning Fund which is what I originally recommended to Ms. Pledger. There was also a discussion about how future contracts should be handled.

After the February Board meeting, Ms. Pledger did not communicate with me. On Monday, February 11, 2019, I went to Lela Hodges, AETN Human Resource Manager, and asked her if I could have a mediation with Ms. Pledger to work through the differences she was having with me. Ms. Hodges told me she thought it was a great idea and told me how to follow through with this request.

On Tuesday, February 12, 2019, we had a regular managers' meeting between Foundation and AETN staff. After the meeting, Ed Leon, AETN chief operating officer (COO), asked me to stay for a few minutes. Fred Wiedower and Courtney Pledger also stayed. Ms. Hodges came into the room. Ms. Pledger told me that this was my last day of employment. She said they "were going in a different direction". I asked why I was being let go. Ms. Pledger said again "we are going in a different direction." I asked if Ms. Pledger could be more specific as that was vague. Ms. Pledger answered my question with "not really." I was told I had one hour to clean out my office and to leave the premises. I asked questions about my termination, but no other information was given to me. I indicated that I was surprised as nothing had been mentioned about me not fulfilling my duties, I received a perfect performance evaluation and had not been subject to disciplinary action. Ms. Pledger stated that "we are not going to get into a discussion a decision has been made". Lela Hodges handed me a letter of termination and a document called a "NonDisclosure Agreement". (Both are attached to this email.) I returned to my office, notified my staff I had been terminated and encouraged them to continue their work. While I packed up what I could in the time allowed me, Ed Leon sat outside my office door.

The AETN Foundation "Whistle-Blower Policy" states "It is the policy of the AETN Foundation that an employee will be protected from discharge or retaliation because the employee or a person authorized to act on behalf of the employee reports in good faith to the appropriate authority the existence of any waste of foundation funds, property or personnel resources or a violation or suspected violation of State or federal law or AETN Foundation policy. The policy of the AETN Foundation regarding the "Arkansas Whistle-Blower Act" is consistent with Arkansas Code 21-1-601 through 609 effective June 1, 1999." The Policy continues on in more detail.

I believe I was discharged by Ms. Pledger because of my good faith attempts to fulfill my job duties to explain Foundation policy to Ms. Pledger, to attempt to require that the policies be followed, and to inform the Board of what was taking place.

I request an investigation and a hearing with the Foundation Board or members of the Board designated to hear my appeal. I request that I be reinstated to my job, that my insurance, leave time and benefits be fully restored and that my legal expenses be covered. I also request that I be permitted to be represented during the investigation and at a hearing by my attorney.

Thank you for your consideration of my appeal. I will gladly answer any questions you may have. I look forward to receiving your response.

Sincerely,

Mona Dixon  
[Mona.dixon7@gmail.com](mailto:Mona.dixon7@gmail.com)  
501-730-8828

Attachments: Termination Letter and NDA

Cc via email: Mike Rohrer, AETN Foundation vice Chair, Jonathan Rhodes, AETN Foundation Secretary/Treasurer, Phil Kaplan, Dr. Linda Beene Ballard, Dr. Calvin Johnson, Larry Ross, Ronnie Williams, Scott Pace, Courtney Pledger, West Doss via email and Melva Harmon Attorney at Law