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INTENDED FOR ADDRESSEE(S) ONLY

VIA ELECTRONIC MAIL ONLY

Kimberly McDowall Long
Provost/Vice President for Academic Affairs
Newman University
3100 McCormick
Wichita, KS 67213-2097

longk@newmanu.edu

Re: Susan Gardner

Dear Dr. Long:

We represent Dr. Susan Gardner. If Newman University has counsel, please let us know and we will follow up directly with him or her.

On June 8, 2017, after over two decades of distinguished service, Newman Human Resources employee Mandy Greenfield met with Dr. Gardner and terminated her employment for alleged “professional dishonest, continued neglect of academic duties, campus regulations or faculty responsibilities, failure to fulfill contract obligations and disruption of normal operations of an academic program.” Dr. Gardner was then banned from campus. Dr. Gardner was not advised of any right to appeal her termination.

Newman fabricated and falsified the basis for termination. Dr. Gardner already proved this once during her unemployment hearing. She will prove it again before a jury if necessary. After hearing the evidence regarding Dr. Gardner’s termination, Judge Heather Wilke concluded that Ms. Greenfield was “not credible.” Judge Wilke’s ruling noted that Ms. Greenfield’s lack of credibility called “into question the credibility of all the documents” that Newman used to justify Dr. Gardner’s termination.

Newman’s termination was also a breach of contract. Dr. Gardner’s 2017-2018 appointment contract incorporates Newman’s Faculty Handbook. As a tenured faculty member, Dr. Gardner had a continuing contract with Newman. See Newman Faculty Handbook, p. 50 (“Academic tenure is a continuing contract status awarded to faculty members by the Board of

Trustees.”). Dr. Gardner was entitled to be reappointed to a faculty position with Newman each successive year until she retired. See Newman Faculty Handbook, pp. 50, 55. Dr. Gardner was also entitled to a hearing before a committee of her peers to contest the reasons for termination. See Newman Faculty Handbook, pp. 52, 55. Despite Dr. Gardner’s request for a hearing, Newman failed to provide her with one. Instead, Newman terminated her employment and banned her from campus.

At the time of her termination, Dr. Gardner’s adjusted base salary was \$83,375. Including a 30% estimate for the value of her employment benefits, Dr. Gardner’s contract for 2017-2018 was valued at approximately \$108,388. Dr. Gardner intended to work through 2023. We estimate her damages well in excess of \$470,000. This calculation takes into consideration Dr. Gardner working a reduced workload and part-time employment from 2020 to 2023.

Dr. Gardner has given her life and career to Newman. She has faithfully served Newman and her department for over 20 years. Newman should immediately reinstate Dr. Gardner. In the event this is not possible, Dr. Gardner is willing to consider other options.

We look forward to hearing from you.

Very truly yours,

/s/ Jeremy K. Schrag

JEREMY K. SCHRAG of
LEWIS BRISBOIS BISGAARD & SMITH LLP

JKS

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