



Dear Mr. Reynoso:

This confirms receipt of a letter from your attorney, Vic Sooter, dated April 13, 2011, wherein he requested that we issue a letter to you setting forth "with reasonable particularity" why we are proposing that your employment with Louisiana College be severed.

Although we believe that we informed you "with reasonable particularity" why you violated the terms of your contract, this letter is in response to Attorney Sooter's request for further clarity. As advised in the April 5, 2011 letter, you violated Louisiana College policy, the Faculty Handbook and your Contract with Louisiana College for the following reasons:

- 1. Breach of Contract,
- 2. Dishonesty, and
- 3. Insubordination.

According to the contract with Louisiana College that you signed on May 3, 2010, you agreed that you would not engage in behavior that would damage the college. The contract specifically addressed that you would not engage in behavior on any public blog cites that damage the college. On March 18, 2011, you admitted that you had disseminated a letter to over 250 individuals, pastors, the Southern Baptist Convention, and other members of the community. As you acknowledged, this letter was posted on several public websites. This letter included statements that were untrue, adverse, disparaging and damaging to Louisiana College. When requested to immediately report to the office of the President on the day the letter was disseminated, you failed to comply with Dr. Aguillard's request.

When the President, Dr. Guilbert and I met with you on March 18, 2011, concerning statements in the "Letter of Concern" you admitted that a number of the statements in the letter were either not completely true or based upon hearsay information. As you are aware, untrue and disparaging statements can be quite damaging to the College, the administration, faculty members, students, staff, the Board of Trustees, as well as our Christian community.

I am also attaching a specific list of illustrative violations of breach of policies and procedures regarding dishonesty, breach of contract and insubordination as Attachment #1.

In accordance with the handbook, you had 7 days from receipt of our original letter to request a hearing before the Faculty Affairs Advisory Committee. We have received no request for hearing. Since your attorney has objected to our letter of April 5, 2011, and to avoid any due process concerns that your attorney may have, please be advised that you have 7 days from the receipt of this letter to request a hearing before the Faculty Affairs Advisory Committee.

We have confirmed that insurance is in effect for you at this time.

Sincerely,

Tim Searcy Vice President Academic Affairs

Attachment #1

The following are illustrative of violations by you of Louisiana College's policies and procedures regarding Dishonesty, Breach of Contract, and Insubordination.

Dishonesty:

1. You were issued a contract with wording regarding the inappropriateness of how he handled teaching of nude paintings to our students and damaging information being posted on pubic accessible sites. The contract, signed by the administration, was offered on May 3, 2010. It was returned on May 17, 2010 signed by you. You asked to have an attachment added to amend the contract. The President refused but said he would maintain a copy of the proposed amendment to the contract in the President's office.

The response prepared by Mr. Reynoso, does not honestly reflect the meetings with the President and Vice President regarding his behavior on publicly accessible technology sites. It also does not reflect the accuracy of the events involving the teaching of, selection for public display, and subsequent removal of the totally nude painting. This document reflects dishonesty as defined in the Faculty Handbook.

2. Mr. Reynoso addressed a letter dated March 7, 2011 to "Dear Louisiana Baptists:" The letter went to non-Louisiana Baptists as well as Louisiana Baptists.

The letter dishonestly used the property of the College as part of the letterhead:

Louisiana College - Department of Art

1140 College Dr., Box 561

Pineville, LA, 71359

(318) 487-7435 - Office

Reynoso@lacollege.edu

Elements of the letter are dishonest. For example,

- a) "There is a spirit of fear among the faculty and students which is totally inconsistent with our God who does not give a spirit of fear."
- b) "... we then have the moral responsibility to provide writing centers and effective helps to such students [students with disabilities], which is something we do not currently provide in an effective way."
- c) "Sadly, the lack of academic rigor is being noticed by the student body."
- d) "Faculty members who have complained about being pressured to lower the standards of their courses and fearing repercussion of giving poor grades to students who are not able to handle the course content."
- e) "Some [faculty] have even received pressure from administration officials to change grades."
- f) "I have additionally been told of faculty members who routinely have taken classes to sing Karaoke."
- g) "... and of others who change athlete's grades simply because they are athletes."
- h) "They [students] see the lack of quality and the prevailing dishonesty as an indictment of Christ."

- i) "This termination did not transpire because I violated any published tenant of the College or behaved in any way inconsistent with the Christian faith, or Baptist tradition, but rather because my pursuit for truth was seen to be at odds with the administration."
- j) "I have not . . . had sexual relations with students as were the case(s) with recent firings and resignations. Yet, those sins were rewarded with six months of compensation past their end of employment."
- 3. Mr. Reynoso sent out an email to those who had already received his letter dated March 7, 2011 in which he stated "On the advice of my lawyer, I am notifying those to whom I sent my letter of concern about Louisiana College that the letter has resulted in my immediate dismissal from Louisiana College . . ." Before witnesses Dr. Tim Searcy, Dr. Fred Guilbert, President Aguillard, and attorney Bonita Armour, all affirmed that Mr. Reynoso had never been dismissed from the College and that the email was dishonest in its content."

Breach of Contract:

- 1. Per the contract of August 16, 2010-May, 2011, Mr. Reynoso was instructed
 - a) "Mr. Reynoso will not continue to engage in behavior such as was discussed in the President's office regarding remarks made on public blog sites damaging to the college, and . . ."
 - b) "and resisting having to remove a nude painting of a woman and replacing it with a note saying that the painting was removed by Dr. Joe Aguillard."

Insubordination:

- 1. Refusal to meet with the President after being instructed to on March 18, and March 24, 2011.
- Refusal to supply information regarding individuals and groups in receipt of letter dated March 7, 2011.