

Palmer College Disassociates From Alumni Assoc.

Editorial Staff

What apparently began as an effort by the Palmer College of Chiropractic International Alumni Association (PCCIAA) to convert its "ex-officio" seat on the Palmer College of Chiropractic Board of Trustees to that of a voting seat has escalated to the point of the Palmer board "disassociating" Palmer College from the alumni association. The meltdown of the relationship occurred in less than five months, primarily due to the contents of six letters. The exchange occurred between Palmer Board of Trustees Chair Vickie Palmer and Alumni President Scott Harris, DC.

Round One

The first letter was sent from Dr. Harris to Ms. Palmer on Oct. 6, 2004. In the letter, Dr. Harris assured Ms. Palmer and the Palmer board that "the Alumni stand by Palmer College of Chiropractic, Davenport, Iowa, with our full resources and commitment, not just for the present, but for the future as well." The letter discussed a number of issues, including the importance of the alumni association to the college. Dr. Harris asked Ms. Palmer to "allow the alumni ex-officio position to be a full voting Board of Trustees partner."

Ms. Palmer's response letter, dated Jan. 27, 2005, focused on a number of additional issues. But the two that seemed to be most important were the need for the alumni association to support all Palmer campuses equally, and the alumni association's request for a voting seat on the Palmer Board of Trustees. In her letter, Ms. Palmer stated:

"You must first understand, however, how distressed we were by your strong language in terms of not supporting all parts of Palmer. We find that to be unacceptable and detrimental to a positive relationship. We are also distressed by your continual insistence on having a voting member of the Board. It appears to this Board to be more about control than support."

Ms. Palmer's letter went on to "suggest" six items on a "course of action to determine if the Palmer International Alumni Association is interested in working cooperatively with the Board of Trustees in an effort to make Palmer world renowned in its chiropractic offerings." One of those items was to set a meeting between four representatives of the two organizations to "discuss our differences and to determine if we can reach an appropriate supportive relationship that will meet the needs of the Palmer Chiropractic Colleges."

Round Two

In his response letter, dated Feb. 2, 2005, Dr. Harris addressed the issue of the alumni association supporting all campuses of Palmer College equally:

"We are indeed the Alumni of Palmer College of Chiropractic, Davenport, IA. It is our alma mater, it is where we graduated and what we support. If Alumni wish to bring prospective students to Palmer Davenport in order to have them attend, we have no problem with this. Do you? If they wish to have them check out the other Palmer's that is their choice. The Alumni have no problem with

this."

In addition, he withdrew the request for a voting seat on the Palmer board:

"One of the goals of the Alumni was to have a full voting member on the Board of Trustees. This has been crystal clear for many years. It was my task given to me by the Alumni members to ask again in a letter.

"As a demonstration of good will and a sign of respect to you, we the Alumni will withdraw our request for full board membership at the present time.

"We except (accept) your offer to have a meeting with the Board of Trustees. We will NOT have any discussion regarding our board position as you have requested."

In her letter dated Feb. 3, 2005, Ms. Palmer again addressed the issue of a voting seat for the alumni association:

"You make a comment in your letter; 'As a demonstration of good will and a sign of respect to you, we the Alumni will withdraw our request for full board membership at the present time.' Yet, you know that this Board has made it clear that this will not happen; not now nor in the time to come. To suggest that you are simply moving this issue forward to a new time is not a respectful act. The Board will not engage with an organization that does not accept its proper role and respect the Board of Trustees role and the positions it holds, but rather holds out this issue like a club for future action. These types of comments do not work to heal the problem, but again mock our Board's position and make it look as if you still maintain a goal of control rather than one of support and cooperation."

She also referred back to the six items suggested in her Jan. 27 letter:

"I do not feel I have yet received a satisfactory response to my earlier memo. Please examine my memo once again and indicate your agreement or disagreement with each of the points I made. The points I made there must be agreed to before we begin any discussions. Based on that response, we will determine if there is reason to convene that meeting."

The Six "Points"

Dr. Harris responded with a short letter addressing each of Ms. Palmer's six points:

1. Ms. Palmer: "We must disconnect from the past and release that baggage. There have been many problems in the past, and this Board accepts its share of responsibility. It is important now, however, that we start a new day with a clean slate and not continue to bring up past history. It is also important that the Alumni Association work in a supportive and proper role with the organization and that it not continue to attempt to control or second guess the Board's actions. If we cannot work effectively together, then the Board must chart a new course for establishing an alumni relationship."

Dr. Harris' response: "We agree. We certainly do not want to drag up what you call 'baggage' from the past. We look forward to the 'new day' of which you speak."

2. Ms. Palmer: "I will appoint four members of our Board of Trustees to meet with four members of your Board to discuss our differences and to determine if we can reach an appropriate supportive relationship that will meet the needs of the Palmer Chiropractic Colleges. During this discussion, it will be important to outline in clear form the role of the Alumni Association and how its

relationship will properly interface as determined by the Board of Trustees in support of the needs of all of our campuses. It must be understood that a voting member of the Board is not up for consideration and shall not be part of that discussion. If that is a requirement of the Alumni Association, then this action shall not proceed. This Board cannot, must not and will not have special interests directly represented on the Board."

Dr. Harris' response: "The make-up of contingencies for the meeting is also fully acceptable. We shall send two executive committee members, one regional director and one state president. In this manner, we hope for a cross-section of the association. We look forward to your naming of participants."

3. Ms. Palmer: I would recommend that we work on a tight time line, as it is critical we get this behind us and move on one way or another. I would suggest we establish the first of March as a deadline for these discussions to conclude.

Dr. Harris' response: "Yes, time is short and a tight time line is fully acceptable. As you know, our participants are all volunteers. Choosing a date and place that is possible for all has been difficult. We suggest March 5, 2005 in Minneapolis. Hopefully, this will work for your members."

4. Ms. Palmer: During this time, I would ask that the Alumni Association Board cease any activities that could be considered detrimental to Palmer Chiropractic College - Fountainhead, West or Florida. This would include contacts with staff, derogatory e-mails, letters or comments, or other activities that would jeopardize our positions. That would include members of your board sending e-mails to members of the Palmer staff stating 'alumni concerns.' We feel that such action is inappropriate generally and certainly during this period would jeopardize our ability to reach a desired outcome. We further request that your members do not attempt to lobby individual Board members, members of the faculty or staff during the period of our discussion.

Dr. Harris' response: "We are somewhat unsure as to what this means; however, we want to assure you that we shall not act in any manner which we deem detrimental to the college. Our goal is to support. Maybe this is another 'baggage' issue to which you alluded. Again, if what we have done has been perceived as detrimental, we apologize. We look forward to clearing up these issues."

5. Ms. Palmer: "We ask that you cease implying that Mr. Patten is the cause of these problems and that you accept the fact that we have retained Mr. Patten to assist us. We have information that shows that such activity has been going on from some alumni. We disagree with your assessment and ask that you maintain an open mind in this area. We have many complex issues, and the Board of Trustees feels that Mr. Patten has a unique ability to help us work through these issues. He has always demonstrated a willingness to work with us as necessary to help Palmer, and this is no exception. The Board is gratified that Mr. Patten, in spite of the negative pressures to the contrary, has been willing to step forward and devote time away from his main function to help with these problems. I think as we move forward, if you will only look at this with an open mind, you will find that he is not the villain some have displayed him to be, but rather has always worked diligently to help Palmer. In respect for the Board, we expect that you will cease your efforts to discredit him further, have a more open position as it relates to his role, and work with all of us together since, to do otherwise, only serves to make our job of rebuilding Palmer more difficult."

Dr. Harris' response: "As with difficulties that arise in families, it is rare when there is 'the cause' and we do not contend that Mr. Patten is 'the cause of these problems.' Relationships are complex and we all play our parts. Respect for others is imperative. Again, if lack of respect has been perceived, we apologize. Disagreement on issues is not meant to be a sign of disrespect. Addressing issues with each other could be viewed as a manner of showing respect. We look

forward to showing our respect and support."

6. Ms. Palmer: "We ask that you support the administration we have put in place at the College and work with them in positive and supportive ways to enhance our future."

Dr. Harris' response: "Of course, we support the college and her administration. We, as individuals and an association, look forward to working 'in positive and supportive ways to enhance our future.' Palmer College is more to us than a home away from home. In a sense, she is with us in our individual homes and during our hours in the offices. We join you in aiming for the best."

The letter from Dr. Harris concluded with: "In reviewing these issues, it is clear that, through a caring calmness there are no issues we cannot overcome. We look forward to a bright and productive future. We send our best wishes to you and the Board of Trustees."

The Larry Patten Issue

The issues between the Palmer Alumni Association and Larry Patten date back to Aug. 8, 1997, when the alumni association gave then-Palmer University Chief Operating Officer Larry Patten and others a vote of "no confidence." Shortly thereafter, similar no-confidence resolutions were passed by the Palmer Student Alumni Foundation and the Palmer Student Council.

On Aug. 24, 1997, a front-page article in the *Quad City Times* questioned the spending practices of the university, particularly as they related to Mr. Patten and then-Chancellor Michael Crawford. Under pressure, Mr. Patten resigned on Aug. 29 after a "closed session" meeting of the Palmer Board of Trustees, chaired by Ms. Vickie Palmer.

In his Feb. 2, 2005 letter, Dr. Harris responded to Ms. Palmer's concerns regarding Larry Patten as expressed in item five:

"As your concerns involving Mr. Patten are gravely noted, we request that he be present during this meeting as well. It would make no sense to call a meeting of this importance and far reaching impact without him. I also detect a true sense of paranoia regarding these comments."

To which Ms. Palmer responded with: "I said in my memo, if Mr. Patten or any other member of the Palmer College staff that the Board has directly or indirectly retained is attacked, our Board will take that as a direct assault on the Board and the institution and will act accordingly as we have the responsibility to do."

The Attorneys Enter the Fray

On Feb. 18, 2005, a letter was e-mailed from the attorney for the Palmer board. The letter took issue with an e-mail from Dr. Harris to various alumni that ultimately made its way to the Palmer Beacon, the student newspaper. The letter stated that the e-mail from Dr. Harris "compromises your paragraph 5 in the letter addressed to Chairperson Palmer. Furthermore, there is not one item of truth in the statement which you have chosen to e-mail to those persons listed as addressees."

The letter went on to state:

"However, because of this recent action you must now know that before we are in a position to proceed, the Board of Trustees of Palmer must have in its hands the following:

1. A retraction of those statements in the above referenced e-mail. This retraction must be suitable to the Board of Trustees and distributed as agreed to by the Board of Trustees.

2. A public apology, among other things, directed to the Beacon. This apology must be suitable to the Board of Trustees and distributed as agreed to by the Board of Trustees.
3. Your organization will agree with Palmer that no member or the organization officially will engage in any activity before, after or during MidYear that would cause disruption to the College operation in any way; that all activities will be developed with and through the College; and that you make it clear to all members in attendance that if such disruption of any type or comments including negative public statements are made then your organization will be a violation of this agreement, with the consequences as indicated below.
4. That if any member of your organization speaks out negatively against the College, the Board of Trustees or any member of the staff, or if any member violates any part of this agreement of any of the six points contained in our letter of February 15, 2005, that your organization will immediately work with the Board to correct that statement and to make certain that the damage to the College or individual employed by the College is minimized.
5. The disciplinary obligation is yours. Such disciplinary action must be taken within 24 hours of discovery of an event. Failure to do so will trigger the actions contemplated in Item 6 below.
6. The assurances of the Board of the alumni association that it will never again interject its opinions or feelings or in any way interfere with the business of the Board of Trustees of Palmer Chiropractic University Foundation and its colleges.
7. An agreement to the effect that if and in the event of a violation of the covenants contained in paragraphs 1 through 5 above, that the Board of Directors of the alumni association will surrender its charter inclusive of all corporate and organizational rights to represent Palmer; further it will turn over all of the monies which it has collected in the name of Palmer and the resignations of all current officers and directors of the alumni association."

In responding to the above letter, the Palmer Alumni Association hired its own attorney. What occurred next was a series of missed communications that ultimately resulted in the two parties being unable to agree to the terms required in the Palmer board attorney's letter.

The Fallout

On March 1, 2005, the Palmer board issued the following

Palmer has thus been placed in a position where it must advise you:

1. The Palmer College of Chiropractic Board of Trustees does hereby disassociate itself from PCCIAA and any and all of its related organizations.
2. The Palmer College of Chiropractic Board of Trustees does hereby inform you that such disassociation means that PCCIAA is no longer authorized to use the Palmer name, Crest, or other logos or promotional material or to raise money for or in the name of Palmer College of Chiropractic. All of such material is copyrighted material owned by PCUF.
3. That PCCIAA shall, within thirty (30) days, remit to the College any funds not yet on deposit in the College's accounts. This fund transfer shall be accompanied by a full and complete accounting. It is the position of Palmer that outstanding obligations which have been incurred in pursuit of the promulgated purposes of PCCIAA are legitimate obligations which should be paid. It is the further position of Palmer that obligations incurred outside of the promulgated purposes which purposes mandate the support of Palmer are not proper and should not be paid. This includes legal expenses incurred by PCCIAA which are expended with regard to matters which do not relate to the support of Palmer.
4. That the PCUF shall now begin forming an alumni association.
5. That PCCIAA may no longer represent to any person that they are members of any association that is sanctioned by Palmer for its support.
6. All Palmer employees who have been providing services to carry out the promulgated purposes of PCCIAA have been directed to provide no services which are not directly related

to the support of Palmer.

7. There will be no PCCIAA Mid Year activities on the Palmer Davenport campus without resolution of outstanding issues.

Alumni Association President Dr. Scott Harris agreed to an e-mail interview regarding the situation. In that interview, he stated that Palmer College of Chiropractic International Alumni Association was a separate, nonprofit corporation. When asked about the activities of the association and how it might be affected by the Board of Trustees' action, Dr. Harris remarked: "Last year we donated over \$200,000 to the capital campaign, and we regularly give thousands of dollars to scholarships as an association, but the amount donated by our individual members is much, much higher - and yes, it will be affected."

Dr. Harris also claims that the Palmer board was able to seize a bank account belonging to the alumni association. When asked how much money was in the account, Dr. Harris noted: "A lot of money. Our annual budget is in excess of \$200,000 per year. This may have to be determined by the courts of law."

When asked what the primary issues are in the minds of the alumni association, Dr. Harris noted: "Control, demand to agree to unreasonable mandates, questionable timing and process which they have followed."

Palmer Board Chairperson Vickie Palmer was also asked for her comments about the board's action. She noted:

"Palmer College of Chiropractic has many new and exciting initiatives ahead. These initiatives require that we have focus and stability in order to accomplish these goals. However, some members of the Alumni Association, including certain PCCIAA leaders, demonstrated patterns of behavior for quite some time that the Board viewed as impediments to Palmer, its mission and the Palmer Board of Trustees. Therefore, the Board took appropriate action.

"Looking ahead, we will provide opportunities for all alumni from our three campuses to become active in this new, more supportive relationship with Palmer College. We are inviting interested alumni to assist the College by participating on advisory committees. Those advisory committees will include curriculum, technology development on all three Palmer campuses, along with helping to design our new Chiropractic Learning Resource Center, which now will include a clinic. We will be communicating with those who respond on how they can become involved."

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