

# Beckie Francis Sues Oakland for a Non-redacted Investigation Report that Led to Her Termination

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## I. INTRODUCTION

Beckie Francis (Francis), the former Oakland University (Oakland) women's basketball coach, was placed on administrative leave on May 30, 2013.<sup>1</sup> Francis' contract provides that the university may at any time in its sole and absolute discretion place the Head Basketball Coach on full or partial paid administrative leave for any duration of time.<sup>2</sup> On June 21, 2013 she was terminated for cause. Oakland announced that indications of misconduct had come to the attention of an administrator, provoking the university to launch an internal investigation into the former coach and the basketball program.<sup>3</sup>

Oakland had paid nearly \$100,000 in fees to investigate the allegations of Francis' misconduct through the Detroit law firm of Miller, Canfield, Paddock and Stone, P.L.C.<sup>4</sup>

## II. EMPLOYMENT CONTRACT - SEPARATION

Francis' most recent employment contract (Employment Agreement) with Oakland was executed on April 11, 2012.

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<sup>1</sup> Mick McCabe and Mark Snyder, *Players' Shocking Allegations Against Former NCAA Women's Basketball Coach*, USATODAY.COM (July 21, 2013), <http://www.usatoday.com/story/sports/ncaaw/2013/07/21/oakland-university-fired-coach-beckie-francis-special-report/2573613/>.

<sup>2</sup> Beckie Francis Employment Contract Paragraph 9 – Obtained through FOIA Request. On file with Author.

<sup>3</sup> McCabe, *supra* note 1.

<sup>4</sup> Paul Kampe and Megan Semeraz, *Former Coach Beckie Francis, Oakland University to Meet in Court this Week*, THEOAKLANDPRESS (Nov. 9, 2013), <http://www.theoaklandpress.com/sports/20131109/former-coach-beckie-francis-oakland-university-to-meet-in-court-this-week>.

With respect to the issue of termination, Francis' Employment Agreement indicated that her employment with Oakland was at will and Francis served at the pleasure of Oakland.<sup>5</sup> As such, Francis' employment could have been terminated with or without cause and with or without notice at any time, and in Oakland's sole and absolute discretion.

There were a number of ways in which a separation could take place between Francis and Oakland pursuant to the Employment Agreement. The first was by resignation:

**Resignation.** The Head Basketball Coach may resign, but will notify the President through the Athletics Directors prior to engaging in discussions with other institutions through their representatives or agents, or to entertain offers of other employment opportunities at any other educational institution.<sup>6</sup>

The second was by Termination without Cause and Severance.

**Termination without Cause and Severance.** In the event the Head Basketball Coach's employment is terminated by the University without cause, the Head Basketball Coach may be eligible to receive severance payments in an amount equal to twelve (12) month(s) of the head Basketball Coach's then base annual salary, payable in equal monthly installments commencing in the first calendar month following the effective date of the Head Basketball Coach's termination ("Severance").

To be eligible to receive Severance, the Head Basketball Coach must first execute a general release and severance agreement containing such terms and conditions as may be required by the University, including without limitation a specific waiver of any and all legal claims or potential legal claims that the Head Basketball Coach has or may have at that time against the University, the University's Board of Trustees and its individual members, University officers, employees, agents and volunteers, and any entities related to the University. If the Head Basketball Coach is employed by or performing services for another NCAA member institution prior to the expiration of the Severance payments, the University's obligation to make Severance payments to the Head Basketball Coach will be reduced by the amount of gross income earned by the Head Basketball

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<sup>5</sup> Beckie Francis Employment Contract Paragraph 12a – Obtained through FOIA Request. On file with Author.

<sup>6</sup> Beckie Francis Employment Contract Paragraph 12b – Obtained through FOIA Request. On file with Author.

Coach from such other position(s). Severance will be subject to withholding tax, FICA tax, and all other employment taxes as may be required by law.<sup>7</sup>

If Francis had been terminated without cause, she would have been eligible to receive a full year's base salary, which would have approximated \$126,000.<sup>8</sup>

The third was by Termination With Cause.

**Termination with Cause or Resignation.** In the event Head Basketball Coach's employment is terminated by the University with cause, or if the Head Basketball Coach's employment is terminated by death, disability, resignation or retirement, the Head Basketball Coach will not be eligible to receive Severance.

"Cause" includes without limitation: performance, conduct or behavior, whether by act or omission, that the Athletics Director determines interferes with the Head Basketball Coach's duties, materially adversely affects the orderly or efficient operation of the Program, the Athletics Department or the University or materially detracts from the reputation, image, or respect of the Program, the Athletics Department or the University, even if off-duty or off premises; a material breach of this Agreement; loss of legal qualifications; violation of established University rules or regulations, whether written or oral; repeated unsatisfactory work performance or failure to attain objectives after appropriate notice and consultation; insubordination; theft or other dishonesty; intoxication or otherwise being under the improper influence of controlled substances; physical or mental incapacity; attendance infractions or abuse; moral turpitude; embezzlement; fraud; all conduct punishable as a crime; or other nonfeasance, misfeasance, malfeasance.

"Cause" also specifically includes performance, conduct or behavior, whether by act or omission of the Head Basketball Coach, a member of the Program's coaching staff or any other person under the Head Basketball Coach's supervision and direction including without limitation a student-athlete, that may give rise to a finding that a major, or repeated secondary, intentional, material or substantial violation of any constitution, bylaw, rule, regulation, interpretation, or academic standard, requirement or policy or guidelines of the NCAA, the Conference, the Athletics Department or the University, including without limitation any major or repeated secondary, violations which may result in the University being placed on probation by the NCAA or the Conference and including without limitation any violation which may have occurred during prior employment

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<sup>7</sup> Beckie Francis Employment Contract Paragraph 12c – Obtained through FOIA Request. On file with Author.

<sup>8</sup> Kampe, *supra* note 4.

of the Head Basketball Coach at another NCAA member institution or that the Head Basketball Coach knew or should have known was about to occur or was occurring and with reasonable supervision or direction could have prevented.<sup>9</sup>

The Employment Agreement also required Francis to obtain Athletic Director approval for other employment and/or professional activities.

The Head Basketball Coach will devote all of the Head Basketball Coach's professional time, attention and energies to the Head Basketball Coach's duties. The Head Basketball Coach will not render services of a professional nature to or for any person or entity as a gift or for compensation without the prior written approval of the Athletics Director. Each case will be considered on its own merits, and approval may be conditioned upon the Head Basketball Coach paying any compensation so received to the University. The Head Basketball Coach will not engage in any activity that may be competitive with or adverse to the best interests of the University.<sup>10</sup>

Francis became a board member of the Care House of Oakland County, a Pontiac-based non-profit which fights child abuse and neglect, in 2012. Francis, who was named a Distinguished Woman of Michigan in 2010, also listed a Rochester Hills Pathway committee appointment and the creation of the Captain's Leadership Academy among her recent endeavors. A Freedom of Information Act ("FOIA") request by The Oakland Press returned no record of approval from Oakland director of athletics Tracy Huth ("Huth"). A separate FOIA request indicated Francis' only declared income from work outside of coaching at Oakland was from Athletica Edge, for which she received \$250 as a basketball camp director in 2012. She is also listed as the company's president, according to her resume.<sup>11</sup>

The Employment Agreement also delineated the effect of termination or resignation:

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<sup>9</sup> Beckie Francis Employment Contract Paragraph 12d – Obtained through FOIA Request. On file with Author.

<sup>10</sup> Beckie Francis Employment Contract Paragraph 14 – Obtained through FOIA Request. On file with Author.

<sup>11</sup> Kampe, *supra* note 4.

**Effect of Termination or Resignation.** Upon the effective date that the Head Basketball Coach's employment is terminated by the University with or without cause, or by the Head Basketball Coach's death, disability, resignation or retirement, all base annual salary and non-vested Insurance and Retirement Benefits and the usage of the University owned vehicle will cease immediately and the University will have no further obligations to the Head Basketball Coach. If the Head Basketball Coach's employment is terminated by the University for cause, or by the Head Basketball Coach's disability or resignation, the Head Basketball Coach will not be entitled to payment of any performance bonuses. In no event will the University have any responsibility for or be liable to the Head Basketball Coach for the loss of any collateral business arrangements or opportunities.<sup>12</sup>

With respect to any form of termination, Oakland and Francis agreed to a non-disparagement provision:

**Non-Disparagement.** In the event the Head Basketball Coach's employment is terminated by the University with or without cause, or by the Head Basketball Coach's disability, resignation or retirement, the Head Basketball Coach and the Athletics Director will refrain from any public or private conduct, language or actions that might directly or indirectly undermine or disparage the Head Basketball Coach, the Athletics Director, the University or University's Board of Trustees or its individual members, or University officers, employees, agents or volunteers in any manner whatsoever including without limitation conduct, language or actions that would reflect negatively on the reputation or image of the Head Basketball Coach or the University.

Francis was also required to return to Oakland certain University property:

**Return of University Property.** In the event the Head Basketball Coach's employment is terminated by the University with or without cause, or by the Head Basketball Coach's disability, resignation or retirement, the Head Basketball Coach will immediately return all keys, and any and all other University property and materials in the Head Basketball Coach's possession to the University.<sup>13</sup>

Finally, the Employment Agreement created a statute of limitations as to the filing of a lawsuit:

**Governing Law and Jurisdiction.** This Agreement will be governed by the laws of the State of Michigan. In the event that any dispute should

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<sup>12</sup> Beckie Francis Employment Contract Paragraph 12e – Obtained through FOIA Request. On file with Author.

<sup>13</sup> Beckie Francis Employment Contract Paragraph 12g – Obtained through FOIA Request. On file with Author.

arise under this Agreement, the parties agree to waive all jurisdictional and venue objections and to have all such disputes submitted to and heard before the courts of the State of Michigan. In addition, should the Head Basketball Coach desire to commence an action or suit against the University or the University's Board of Trustees or its individual members, or University officers, employees or agents arising out of the Head Basketball Coach's employment with or termination of employment from the University, the Head Basketball Coach must file such claim or lawsuit no more than six (6) months after the date of the event forming the basis of the Head Basketball Coach's lawsuit, and the Head Basketball Coach waives any statute of limitations contrary to the provisions of this Paragraph.<sup>14</sup>

While the governing law of the contract is not an unusual contractual provision, the imposition of a statute of limitations with respect to the filing of a lawsuit after an event forming the basis for the same, is very unusual in coaches' contracts.

The Employment Agreement did not outline any specific due process procedure. Oakland, however, adopted an Administrative Professional Personnel Policy Manual with an effective date of January 1, 2004 and revised July 1, 2007. However, coaches are not considered administrative-professional employees and are employed "in accordance with the terms of individual employment contracts."<sup>15</sup>

In the Francis case, a form of due process was, however, utilized. In Court filings, Oakland stated that Francis was made aware of why she was being terminated in two separate meetings, totaling two hours.<sup>16</sup> Oakland representatives claim that they told Francis why she was suspended, while listening to her response and explanations.<sup>17</sup> After the meeting where Oakland suspended Francis, Francis sent a several page

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<sup>14</sup> Beckie Francis Employment Contract Paragraph 21 – Obtained through FOIA Request. On file with Author.

<sup>15</sup> Administrative Professional Personnel Policy Manual, page 1 – available at [http://www.oakland.edu/upload/docs/UHR/AP\\_Manual\\_Final.pdf](http://www.oakland.edu/upload/docs/UHR/AP_Manual_Final.pdf).

<sup>16</sup> David Jesse, *Oakland says Beckie Francis Fired for Mentally Abusing Players*, USATODAY.COM (Nov. 11, 2013), <http://www.usatoday.com/story/sports/ncaaw/2013/11/11/oakland-says-womens-basketball-coach-beckie-francis-fired-for-mentally-abusing-players/3497569/>.

<sup>17</sup> *Id.*

rebuttal memorandum refuting the reasons given to her for her suspension.<sup>18</sup> Oakland claims this memorandum was duly considered, along with her responses and explanations.<sup>19</sup>

### III. THE LAWSUIT

Francis' protection with respect to any dispute, including termination of her contract, was governed by paragraph 21 of her Employment Agreement, which permits her to file a claim or lawsuit no more than six (6) months after the date of the event forming the basis of her lawsuit.

Five months had passed since Francis' firing with no details being released about her alleged misconduct. Francis and her attorney, Deborah Gordon (Gordon), tried on numerous occasions to get a copy of the internal investigation which followed Francis' firing.<sup>20</sup> This investigation allegedly provided details about the accusations aimed at Francis. Gordon said of the allegations of abuse by her client, "without context, [it] is meaningless." Gordon also stated that "this is the smear Beckie Francis has to live with."<sup>21</sup>

After Oakland denied initial requests by Gordon for a copy of the internal investigation report, Oakland eventually provided a copy of the report to Francis and Gordon; however, almost the entire report was blacked out in marker.<sup>22</sup> Oakland stated they will continue to strive to protect the privacy rights of their students, which is the reason they gave for blacking out much of the document. "The University has been

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<sup>18</sup> *Id.*

<sup>19</sup> *Id.*

<sup>20</sup> Kampe, *supra* note 4.

<sup>21</sup> Associated Press, *Ex-Oakland Women's Basketball Coach Beckie Francis Abused Players, Pushed Church: University*, HUFFINGTONPOST.COM (Nov. 14, 2013), [http://www.huffingtonpost.com/2013/11/12/oakland-basketball-coach-beckie-francis-abuse\\_n\\_4263375.html](http://www.huffingtonpost.com/2013/11/12/oakland-basketball-coach-beckie-francis-abuse_n_4263375.html).

<sup>22</sup> Kampe, *supra* note 4.

careful to respond in a manner that properly balanced the University's various legal obligations, including the federally mandated protection of student privacy rights. The University will continue to strive to protect the privacy rights of its students."<sup>23</sup>

According to Oakland, Francis had already been given the reasons for her firing in detail. As previously noted, "(Francis) participated in two meetings totaling more than two hours where Oakland explained to her why it was suspending her, listened to her responses and explanations, and then terminated her employment," Oakland said in a statement.<sup>24</sup>

Oakland, as a reason for termination, said that players complained of mental and emotional abuse, that Francis was insulting and demeaning to assistant coaches in the presence of peers, viewed any disagreement as disloyalty, was obsessed with players eating habits and body fat, and refused to follow orders as to the separation of her religion from her coaching. She insisted that players attend church and show them Christian themed videos on team bus rides despite being told not to proselytize them as coach.<sup>25</sup>

Gordon, with respect to the reasons given for the termination and the allegations surrounding Francis's behavior, stated that:

"[w]hether she was told or knew something is not remotely the point of what I am requesting. First, we don't agree that they gave her any specifics; second, so what if they did 'tell' her? That has zero to do with an employee obtaining a copy of her record, including what the employer relied on for terminating her, per Michigan law. They choose to do an investigation, create a written report and throw vague allegations around

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<sup>23</sup> David Jesse, *Former Oakland University Coach Sues After Firing*, USATODAY.COM (Nov. 1, 2013), <http://www.usatoday.com/story/sports/ncaaw/2013/11/01/beckie-francis-sues-oakland-university-womens-basketball/3356385/>.

<sup>24</sup> Jesse, *supra* note 16.

<sup>25</sup> *Id.*



in public, so it is what is it. She needs to know what is in that report, not what they say or supposedly told her.”

Also, Mrs. Francis does not agree that she mentally or emotionally abused her players. In her words, she was shocked by the accusations and describes the situation as a “witch hunt.” The University, however, is on the complete opposite side. Oakland found the claims from former and current players were correct which is the reason she was fired. Also, Oakland University hopes to not be required to release the unredacted version of the investigation report to Mrs. Francis because they want to conceal the identity of the student athletes in the report.

The judicial system will have to determine whether Beckie Francis has the right to see her file and the original investigation report from Oakland University or the University is doing the right thing by trying to conceal the identities of the students in the report.”<sup>26</sup>

All of this led to a lawsuit being filed by Francis and Gordon against Oakland on November 1, 2013 in Oakland County Circuit Court, Judge Martha Anderson presiding.<sup>27</sup> The Complaint alleged as follows.<sup>28</sup>

1. Plaintiff began employment with Defendant Oakland University as the Head Basketball Coach of its intercollegiate women's basketball team in 1997.
2. In August 2009 Plaintiff signed a renewed Employee Agreement with Defendant which, in Section 12 of the Agreement, allowed for Plaintiff's termination with cause and without cause.
3. Paragraph 2 of the Employee Agreement provides for a term of five years.
4. As Head Basketball Coach, Plaintiff led Defendant's intercollegiate women's basketball team to two appearances in the NCAA tournament, was named conference coach of the year twice, and, at the time of her termination, was the second-winningest coach in program history.
5. Throughout Plaintiff's tenure, Defendant's intercollegiate women's basketball team ranked in the top 20 percentile among women's Division 1 teams in academic performance.
6. Most recently, the NCAA awarded Defendant for Plaintiff's efforts in promoting academic excellence as Head Basketball Coach.

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<sup>26</sup> *Id.*

<sup>27</sup> David Jesse, *Judge: Oakland University must Provide Beckie Francis with Copy of Report on her Firing*, DETROITFREEPRESS (Nov. 15, 2013), <http://www.freep.com/article/20131115/NEWS03/311150063/beckie-francis-firing-report-unredacted-judge-ruling-oakland-university>.

<sup>28</sup> Complaint available here: <http://www.freep.com/assets/freep/pdf/C4214560111.PDF>.

7. Plaintiff received excellent annual performance evaluations from Defendant.
8. Plaintiff received salary increases each year of employment.
9. On May 30, 2013 Defendant suspended Plaintiff without pay pending "further review".
10. On June 12, 2013 Plaintiff was terminated "for cause".
11. No explanation was listed on the school's personnel action form that documented the contract termination.
12. More than a week later, on June 21, 2013, Defendant issued a statement to the Associated Press that maligned Plaintiff.
13. Since Late June 2013, Defendant Oakland University has maintained the position in the media that the findings of an "internal review" provided "cause" for Plaintiff's termination.
14. Plaintiff requested her personnel record in accord with the Bullard-Plawecki Employee Right to Know Act ("the Act"), M.C.L.A. §423.501 et. seq. in mid-June 2013.
15. On June 20, 2013 Defendant produced Plaintiff's record but excluded any record of the "internal report" which allegedly contains the reasons for Plaintiff's for-cause termination.
16. Plaintiff requested a complete copy of her personnel record at the beginning of July.
17. On July 2, 2013 Defendant responded without record of the internal review; instead, Defendant provided the same materials from Plaintiff's previous request and one new document, a letter indicating that multiple media entities had obtained Plaintiff's personnel record pursuant to the Michigan Freedom of Information Act. (FOIA).
18. Shortly thereafter Defendant's Interim President, Betty J. Youngblood, issued a "Campus Advisory" on July 24, 2013 suggesting that Plaintiff's abrupt termination was due to allegations of religious discrimination.
19. The "Campus Advisory", which was published to every student and made available publicly, stated in pertinent part:

"As soon as allegations of religious discrimination came to light, the university acted swiftly to investigate. The university did not tolerate such conduct and will not tolerate such conduct moving forward."
20. On September 16, 2013 Plaintiff again requested a complete copy of her personnel record.
21. On September 18, 2013 Defendant denied Plaintiff's request, mischaracterizing Plaintiff's request as a FOIA request and associating Plaintiff's request for her personnel record with requests from "media outlets seeking disclosure."

22. Subsequently, Plaintiff retained counsel and, in accord with the Act, requested a complete personnel record on September 23, 2013 and again on September 30, 2013.
23. On October 2, 2013 Defendant provided Plaintiff a purported copy of the internal review report from her personnel record.
24. The report was redacted to the point that only the headings of the report were legible.
25. Defendant explained that the internal review report "does not satisfactorily meet the definition of "personnel record" under the Act, and/or contains information specifically excluded from disclosure by the Act or otherwise protected from disclosure by law."
26. Defendant provided various reasons under the Act for the substantial redaction, several of which appear facially inapplicable, others of which appear to have been interpreted in an improperly broad manner to serve as the basis for as much redaction as possible.
27. Defendant did not cite any case law in support of their understanding of the exemptions under the Act.
28. Plaintiff then began an attempt which has now spanned over five weeks requesting Defendant comply with the Act and produce a complete copy of Plaintiff's personnel record.
29. In response, Plaintiff has provided Defendant with ample case law supporting Plaintiff's request.
30. Defendant has failed to substantively respond to any of Plaintiff's analysis under the Act.
31. Plaintiff has requested now her personnel record five times.
32. After nearly five months, Plaintiff has not been provided the cause of her termination.
33. It appears that Defendant is intentionally complicating the streamlined process of personnel record retrieval envisioned by the Legislature in drafting the Act.
34. This understanding finds support in Defendants recent production of a "revised redacted" version of the internal report which evinces the substantially similar redactions and correspondence.
35. Without her complete personnel record, Plaintiff is left to theorize as to the "cause" of her "for cause" termination and whether her contract has been breached.
36. Defendant has created, under Section 21 of Plaintiff's Employment Agreement, a 90 day statute of limitations. This statute expires on November 30, 2013.
37. Plaintiff has less than a month remaining to file an action for breach of contract under the terms of Section 21 of her Employee Agreement.

38. Defendant's intentional noncompliance with the Act threatens grave and irreparable harm to Plaintiff's reputation, future employment opportunities, and her legal rights.

Francis' Request for Relief included:

- a) Enter a preliminary injunction enjoining Defendant to immediately produce to Plaintiff her complete personnel record including record of the internal review with appropriate redaction as provided by the Act.
- b) Schedule an emergency hearing on this matter in light of the shortened statute of limitations and equities involved, if a hearing need be held.
- c) Schedule an immediate in-camera review of Plaintiff's personnel record, including the internal report to determine legally appropriate redaction, if necessary.
- d) Enter an Order:
  - i. Declaring that Defendant is in violation of the Act because of Defendant's willful and knowing failure to honor Plaintiff's numerous requests for a complete personnel record.
  - ii. Granting Plaintiff, in accord with MCLA §423.511(b) of the Act, costs, damages, and actual attorney's fees incurred in obtaining Plaintiff's personnel file, or, in the alternative, actual damages, plus costs under Section 11(a) of this Act in the amount of \$2,8080.<sup>29</sup>

The lawsuit in essence demanded documents which would explain why Francis was terminated from her job. Gordon gave further insight into the purpose of the lawsuit; “[w]e want to know the substance of this firing. Michigan law provides for that and she is being denied what she is entitled to under law.” Gordon is referring to the Bullard-Plawecki Employee Right to Know Act, which requires employers to provide the materials from university personnel records. “The law is very clear . . . an employee has the right to review a complete copy of their personnel file,” said Gordon.<sup>30</sup>

Gordon and Francis claim they had no choice but to file the lawsuit because of the unwillingness of the University to cooperate with requests for the relevant personnel information. “We didn’t want to go to court,” Gordon said. “(Francis) wants to apply for

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<sup>29</sup> Complaint, pages 3-6.

<sup>30</sup> Kampe, *supra* note 4.

other jobs. She wants to go on with her life.” Gordon also noted in her opening remarks during the first court hearing that “there was not a single negative comment, discipline or warning in 13 years.”<sup>31</sup>

#### IV. JUDGE’S DECISION

Judge Martha Anderson’s ruling on the issues came on November 13, 2013 and was twofold. The circuit court judge ruled that (1) the investigative report done by an external law firm concerning Francis and the women’s basketball program at Oakland is part of her personnel file and (2) because it is part of her personnel file, it must be turned over to Francis.<sup>32</sup> This meant that Oakland was ordered to turn over an unredacted copy of the report to Francis. The judge did instruct Oakland to redact the names of the students interviewed for the report, some sections protected by attorney/client privilege, and some sections relating to people other than Francis.<sup>33</sup>

“There can be no dispute the report qualifies as part of Francis’ personnel record,” Anderson wrote in her ruling. “This is an internal report ‘kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee’s qualifications for employment or disciplinary action.’ The report was unquestionably used in the decision-making proves relative to Francis’ termination. The university provides several reasons for its near complete redaction of the report – some of which do not apply and others are based on an overly-broad interpretation of the act.”<sup>34</sup>

The ruling was a clear victory for Francis, who will now use the report to decide whether to sue Oakland for wrongful termination. The Court also ordered the Defendant to pay Francis’s attorneys fees.<sup>35</sup>

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<sup>31</sup> *Id.*

<sup>32</sup> Jesse, *supra* note 27.

<sup>33</sup> *Id.*

<sup>34</sup> *Id.*

<sup>35</sup> *Id.*

“(The report) contains a lot of vague, unspecified comments people are making (about Francis),” Gordon said. “It doesn’t appear there was any investigation into anything people are saying. It was what I anticipated.”<sup>36</sup>

“I’m assuming what I have (in the report) is the justification for just-cause termination,” Gordon said. “In my opinion, it’s not enough for (that).” In Gordon’s review of the unredacted copy of the report, she stated, “[i]t’s mainly about her wanting people to be fit. Everything she did in that regard seemed to be appropriate. I think there’s no just cause for having terminated her.”<sup>37</sup>

Oakland said in a statement that it was pleased with Judge Anderson’s decision to redact half of the report due to various provisions, but is exploring the possibility of appealing her ruling in regards to protecting student privacy.<sup>38</sup> Oakland claimed the parts it had stricken from the report were subject to the Family Educational Rights Protection Act, among other protections. “We are pleased that the judge agreed that nearly half of the report is protected by attorney client privilege, deals with other employees and staff planning issues, and is not of the personnel record,” the statement said.<sup>39</sup>

## V. POST DECISION INTERVIEWS

To date we have not been able to find any evidence that Francis has filed a wrongful termination suit against Oakland. However, subsequent to Judge Anderson’s

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<sup>36</sup> Paul Kampe, *Attorney for Fired Oakland University Coach Beckie Francis Weighing Legal Options*, THEOAKLANDPRESS.COM (Nov. 19, 2013), <http://www.theoaklandpress.com/20131119/attorney-for-fired-oakland-university-coach-beckie-francis-weighing-legal-options>.

<sup>37</sup> *Id.*

<sup>38</sup> *Id.*

<sup>39</sup> *Id.*

decision, Francis did go on the record by granting interviews and answering questions with respect to the allegations that had been lodged against her.

Francis granted the Detroit News her first interview since her firing on June 12, 2013, in December of 2013 in the presence of her lawyer, Gordon.<sup>40</sup> Francis has not spoken publicly about her termination until the extensive interview conducted by the Detroit News.

Francis said, "I enjoyed my time at Oakland. It was like it was our family. I loved my players. It's very said. I loved the university. I poured my heart and soul in that place."<sup>41</sup>

Francis said with respect to her suspension that she was in shock. "Looking back, I'm not sure I knew how to respond. I just tried to explain as much as I could, but they weren't explaining much. They told me topics, 'These are the things we're looking at.' No examples. You couldn't respond to specifics. I was wondering, 'What have I done?'"<sup>42</sup>

"No players ever complained to me, no assistant coaches. There were no warnings. I have captains, and we talk about normal issues that teams have every year. But nothing of this magnitude. Nothing of these issues that have been out (in the public)."<sup>43</sup>

"I have nothing to hide, but I have cried a lot of tears," she said. "I have a lot of people who are outraged calling and texting and emailing me. I have a ton of support."

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<sup>40</sup> *Fired Oakland U Women's Basketball Coach Denies Player Allegations*, DETROITNEWS.COM (Dec. 31, 2013), <http://www.oakland.edu/upload/docs/Clips/2013/131231%20-%20Francis.pdf>.

<sup>41</sup> *Id.*

<sup>42</sup> *Id.*

<sup>43</sup> *Id.*

"I love all my players," Francis said. "I recruited all of them. I hope they do well in life."<sup>44</sup>

Francis denied the charges from a former player that there was an unwritten pray-to-play requirement on Francis' team. Francis said she had never heard of that and never based playing time on anything but hard work. "Players' play was based on performance in practice, period," she said. "We wouldn't have been a successful program if (religion) were the criteria. There have been players who have not played and who led the student organization, the Fellowship of Christian Athletes. And there were players who never were even near that student organization who started for four years. We wanted to win."<sup>45</sup>

"I never pushed religion or Christianity on anybody," Francis said.

Francis has a Twitter account and has tweeted religious verse. She's also quoted other coaches. She said she never crossed the line. "I tweeted motivational things, inspirational things," she said.<sup>46</sup>

During the investigation of Francis, some women indicated that they developed eating problems. Others said she had an obsession with dieting and challenging players to lose weight. Francis denied these allegations.<sup>47</sup>

"I did emphasize healthy eating," she said, but she added that she said never strictly enforced food choices other than not allowing candy and sugary items at games and practices during the season because of its effect on athletic performance."<sup>48</sup>

"No nutrition plan," Francis said. "No policy. They eat whatever they want."

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<sup>44</sup> *Id.*

<sup>45</sup> *Id.*

<sup>46</sup> *Id.*

<sup>47</sup> *Id.*

<sup>48</sup> *Id.*



Francis said she never concerned herself with her players' weight, contradicting reports that she monitored and kept track of what the players were consuming.<sup>49</sup>

"I did not (keep track of weight)," she said. "I did not have weigh-ins. Because I'm a woman, I've coached women for 21 years, you never talk about people's weight. As a woman, you know not to do that."<sup>50</sup>

She said on her 13 seasons at Oakland University, she knew of possibly two players who had eating disorders.

"I don't know of anyone who developed eating disorders under me at Oakland," Francis said. "And I've never been told by anyone at Oakland that there's such a person."<sup>51</sup>

In January 2014, The Oakland Post published answers to certain questions that were submitted to Francis with respect to her dismissal from Oakland. What follow are the answers to those questions: (The Q&A can be found here<sup>52</sup>)

**After your dismissal in June, you took the high road. Why have you decided to respond directly now? What do you want us to know?**

**Francis:** I was advised by my attorney not to speak. I am answering your request now because there have been misstatements in the media and the university has released statements. It is time to set the record straight from my point of view. Since there is potential legal litigation, I cannot answer all of your questions.

**OU athletics officials have publicly stated you were dismissed as the women's basketball coach for "indications of conduct and behavior...that "if true" could be malfeasance and materially adversely affect the orderly or efficient operation of the wbb program". What is your reaction to the statement?**

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<sup>49</sup> *Id.*

<sup>50</sup> *Id.*

<sup>51</sup> *Id.*

<sup>52</sup> Scott Wolchek, *Q&A with Beckie Francis: 'It is time to set the record straight'*, OAKLANDPOST (Jan. 8, 2014), [http://www.oaklandpostonline.com/news/article\\_d5b67e12-78d5-11e3-864c-0019bb30f31a.html](http://www.oaklandpostonline.com/news/article_d5b67e12-78d5-11e3-864c-0019bb30f31a.html).

**Francis:** I am unaware of any malfeasance on my part or any actions taken by me that “could materially adversely affect the orderly or efficient operation” of the program. My team has always been in the 90th-100th percentile of Women’s D1 Basketball with regard to academic performance and graduation rates. Last year we ranked # 11 of 349 schools with a GPA average of 3.5. We had no arrests, no team GPA issues, no APR/eligibility issues. I am extremely proud of my players and our team.

**It seemed strange to us that the statement included “if true” when referring to these indications of conduct and behavior. What was your reaction to the phrase “if true”? What exactly does that mean? It sounds almost as though the University isn’t sure you’ve done anything wrong.**

**Francis:** I don’t know what it means, either. As I said above, I do not think I did anything that would amount to “malfeasance”. Nor have I been given any information which would suggest otherwise.

**In a statement that addressed the university community, OU’s Interim Pres. Betty Youngblood specifically addressed these allegations. It said: “I want to assure you that protecting the freedom of religious, cultural, political and other forms of expression has been and always will be a high priority at Oakland. At the same time, we hold the freedom from the imposition of others’ views is equally crucial. As soon as the allegations of religious discrimination came to light, the university acted swiftly to investigate. The University did not tolerate such conduct and will not tolerate such conduct moving forward.”**

**What are your thoughts on this statement?**

**Francis:** I also believe that “protecting the freedom of religious, cultural, political and other forms of expression” should be a high priority, and I conducted myself accordingly. I never engaged in religious discrimination of any kind and as far as I am aware there have never been any findings to the contrary. Two years ago I was asked by the AD not to pray in the locker room with the players before games and to let the players select the movies shown on bus trips. I complied and never heard of another issue until now.

**A former OU WBB player has gone on the record with us, as well as local media, with allegations that you favored athletes who shared your Christian values and infringed on the religious beliefs of non-Christians. What’s your view on these complaints.**

**Francis:** That is totally inaccurate. Players played in games based on the player's performance in practice. No one played more than someone else because of their faith or their church attendance. Obviously we would not have been a successful program if religion were the criteria. I never engaged in religious discrimination and there is zero evidence to support that.

**Personnel files show that prior to being dismissed, you routinely received positive reviews, regular raises, and bonuses based on the academic performance of your players. You posted a great win-loss record in 13 seasons with OU and led the Golden Grizzlies to the NCAA tournament twice in your tenure. In other words, you were pretty good. Did you see this coming?**

**Francis:** No

**When and how did you first learn that you might be dismissed?**

**Francis:** I was sent an email to report to the campus general counsel office.

**Were you given an opportunity to respond?**

**Francis:** They gave me 'topics' that they said they were investigating, to which I responded to the best of my ability. I was not given any specific incidents to respond to.

**Shortly before the beginning of the 12-13 season, you revealed that you were a victim of sexual child abuse by your father. You have become an advocate for victims of sexual abuse, and the United States Basketball Writers Association gave you its 'Most Courageous' Award. Was your decision to go public connected to the university's decision to dismiss you as coach?**

**Francis:** No comment.

**How would you characterize your relationship with (Greg) Kampe?**

**Francis:** No comment.

**Do you think he played any role in your dismissal?**

**Francis:** I cannot comment on that.

**What about Tracy Huth?**

**Francis:** I cannot comment on that either.

**You have indicated you want to focus on future endeavors and ‘on making a difference’. What are these efforts?**

**Francis:** I look forward to future speaking engagements. I will continue to be an advocate for survivors of rape, sexual assault and childhood sexual abuse.

**We’ve heard you’re considering a run for public office. Do you have any plans to aspire to a political career?**

**Francis:** Maybe someday. Not right now. I am a big advocate for women to run for leadership positions and to get involved in public service.

**In your view, why were you dismissed?**

**Francis:** I cannot comment.

Finally on May 12, 2014, the Detroit Free Press clarified student statements in a story about Francis’s firing on July 21, 2013.

In discussing what some current and former players described as Francis’ “fixation” with their weights, the story cited one example where players “were asked by an assistant coach, under orders from Francis, to take off their shirts and pose for pictures flexing their muscles, front and back, wearing only their sports bras and Spandex. This was done so there could be before-and-after photos to show body changes, according to three people with knowledge of the situation.”

Although players told the Free Press they believed the photos had been taken on Francis’ orders, further reporting reflects that the photos were the idea of an athletic department employee, and an assistant coach told the players to pose for the photos.

The story also recounted player complaints that Francis pushed her religious beliefs, insisting that players attend church services on trips, and showing Christian-based videos on bus rides. The Free Press wrote in summary, “Francis used ‘Pray to Play’ as a team motto.”

In fact, while some players told the Free Press that was their impression of Francis’ approach, it was never something that Francis said, and the story should have made that clear. Francis’ lawyer claims in her letter that Oakland University team statistics show that there was no correlation

between playing time and whether players prayed with Francis, as some players claimed in the story.<sup>53</sup>

## VI. Conclusion

While Francis is not currently coaching, she continues to share her views and shape the world with her Tweets on her Twitter Feed:



**Beckie Francis**@Coach\_Beckie

Amazed what great things can happen in our life when our eyes, ears and heart are open to receive His blessings. Embrace the pain = freedom

12:04 PM - 29 Jun 2014



**Beckie Francis**@Coach\_Beckie

If we all could walk in God's shadow instead of trying to show off. @BethMooreLPM  
@celebrate cc @KensingtonOrion model this well. #humility

2:57 PM - 27 Jun 2014

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<sup>53</sup> Mick McCabe and Mark Snyder, *Players: Ex-Oakland Women's Basketball Coach Fixated on Weight, Pushed Christianity, Intimidated*, DETROITFREEPRESS.COM (May 9, 2014), <http://www.freep.com/article/20130721/SPORTS08/131101010/Beckie-Francis-Oakland-University-basketball>.



**Beckie Francis**@Coach\_Beckie

MT“@RickWarren: Your greatest ministry will likely come from your deepest pain.  
[pic.twitter.com/JIIVRbY7YV](http://pic.twitter.com/JIIVRbY7YV)” Indeed.

11:55 PM - 16 Jun 2014



**Beckie Francis**@Coach\_Beckie

"When the principles that run against your deepest convictions begin to win the day, then battle is your calling...". Abraham Kuyper

5:50 PM - 8 Jun 2014

Francis would like to coach again.

"In this day and age it makes you wonder with the scrutiny coaches are getting," she said. "I love pouring into student-athletes to help them academically. My master's in counseling was focused on career counseling for athletes. I enjoyed recruiting the student-athlete, asking them what they want to be when they grow up, help them get a great job and have a good experience. That's why I like coaching. The basketball part of it for me is secondary."<sup>54</sup>

Nicholas Ullo is a recent graduate of the Marquette University Law School and is practicing law in Milwaukee, Wisconsin.

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<sup>54</sup> *Fired Oakland U Women's Basketball Coach Denies Player Allegations*, DETROITNEWS.COM (Dec. 31, 2013), <http://www.oakland.edu/upload/docs/Clips/2013/131231%20-%20Francis.pdf>.