

From: Lawrence Krauss <[REDACTED]>
To: J <jeevacation@gmail.com>
Subject: Re: final version?
Date: Tue, 20 Nov 2018 23:03:03 +0000

Ok. Thanks.

Lawrence M. Krauss

Professor

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Assistant (Jessica [REDACTED])

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Sent from my iPhone

On Nov 20, 2018, at 4:28 PM, J <jeevacation@gmail.com> wrote:

lawrence . that has been your response to me each time i tell you something you say , but this is what you suggested. please just leave me out of this . its silly , counterproductive. and misrepresents so many things that i want no part of it. thx

On Tue, Nov 20, 2018 at 5:23 PM Lawrence Krauss <[REDACTED]> wrote:

I thought I did what you requested. Up front indicated violation of rights and said I would use all available paths. No?

Lawrence M. Krauss

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Sent from my iPhone

On Nov 20, 2018, at 4:04 PM, J <jeevacation@gmail.com> wrote:

i think counter productive and only bad. . . you should not send more of these things please.

On Tue, Nov 20, 2018 at 4:55 PM Lawrence Krauss <[REDACTED]> wrote:

Final revised version for comment before tomorrow if possible.

Mark:

I agree that there is no ambiguity or confusion here. There is no justification for your claim, and I have no authority to enforce this claim based on the settlement agreement we signed. You are violating my rights as a tenured faculty member on leave, and interfering with my ability to carry out my research work by attempting to remove my access to research materials, colleagues, and relevant lectures on campus, as well as to prepare appropriately for my retirement in May. Moreover, your claim that by attending a talk given at the University I will be representing the University simply makes no sense. If this were the case, then all members of the public and students who attend lectures should be alerted to their new status and responsibilities when they take their seats in any ASU auditorium. Your rationale for making these unsupported claims can only be inferred to be punitive and retaliatory, something that is forbidden based on our settlement agreement, and your continued effort to interfere with my ability to function is harassing and discriminatory. I will take advantage of all available means within the University to seek appropriate relief for the damages you are inflicting on me.

Specifically

1. ABOR 6-201 J stopped applying ended when the employment review process ended and the settlement was signed.
2. There was simply no stipulation whatsoever, either during negotiations or in the substance of the resulting settlement agreement regarding absence from campus.
4. The agreement supercedes all former agreements made during the review process.
5. The explicit language in the contract indicates that I will be expected to be in my office and have access to my materials and University resources until I retire.

The lawyer who negotiated with the University attorney during the conciliation process has confirmed item #2 above. As he has put it, "I can assure you that we never discussed any sort of ban from campus. If she wanted that, she could have put it into the agreement."

I have consulted numerous legal scholars for their advice and they have unanimously agreed that there is no provision here related to a ban on being on campus, and moreover that the earlier ABOR 6-201 J (3) provision is no longer relevant. Here, for example is an excerpt from one response, from a distinguished attorney who read the Dean's letter to me, the arguments of which you essentially repeat in your note:

"The problem with the Dean's position is:

- If your settlement agreement supersedes ABOR 6-201(J)(3)(d), why does not it not also supersede ABOR 6-201(J)(3)(a)? I see no principled reason to apply one of these provisions and not the other.
- In other words, arguably your settlement agreement does not follow ABOR 6-201(J) at all. So the Dean's attempt to insert ABOR 6-201(J)(3)(a) into your agreement seems baseless.
 - Note that the settlement agreement has an integration clause (Para. 12, "The parties intend for this Agreement to define the full extent of their legally enforceable undertakings. The parties do not intend that any representations or statements made in any prior conversations, discussions, negotiations, correspondence, or writings between them be legally enforceable, and all other agreements and understandings between them relating to the subject matter of this Agreement are superseded by this Agreement."). So to the extent the Dean is adding new limitations on you now that are beyond the scope of the Settlement Agreement, Paragraph 12 forbids it.
- Your agreement says nothing about visiting campus explicitly. It does, however, appear to contemplate that you will be in your office and using ASU property until your retirement, in Para. 3: "Krauss agrees to return all University property, including, but not limited to, keys, files,

records, computer access codes, computer programs and any other property belonging to ASU no later than May 16, 2019." To me, this paragraph demonstrates the parties' mutual understanding that you will be on campus and will have access not only to your personal property, but to ASU property until retirement."

So, we can try and act like rational human beings, or we can work through the grievance process and beyond. What is the purpose of your onerous and inappropriate desire to punish me by keeping me off campus when the investigatory process found no violations of University regulations against any of my students or colleagues or staff in Physics and SESE, and the settlement agreement acknowledged no wrongdoing by me? I am forwarding your recent note—which continues the process bullying, harassment and discrimination, and continues to substantively interfere with my academic freedom rights and my ability to carry out my own research by removing access to my research materials and colleagues—to the grievance committee and to the Office of Equity and Inclusion for relief, and for possible appropriate disciplinary action. Instead, we can try and agree on a rational course of action based on the settlement agreement, as I suggested in my correspondence with the Dean. As I have indicated, I do not intend to spend significant time at the University. As you are aware, I live in Portland Oregon. I will come to the University only when I need to for my own research purposes, or to prepare for my retirement and to vacate my office in an orderly fashion. I cannot understand what rationale you can have for not agreeing to such an arrangement.

In the meantime, to be clear, I stress that no one is to touch the items in my office without my presence or permission, and you have no legal justification, under the settlement agreement we signed, to exclude me from campus or from my materials necessary for my research. Any continued expressed intent to do otherwise, without independent validation, will be taken to represent retaliatory discrimination against which appropriate actions will be undertaken.

Sincerely,

Lawrence Krauss

Lawrence M. Krauss

Professor

School of Earth & Space Exploration and Physics Department

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Research Office

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please note

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