

From: Lawrence Krauss <[REDACTED]>
To: J <jeevacation@gmail.com>
Cc: nancy dahl <[REDACTED]>, Lawrence Krauss <[REDACTED]>
Subject: Fwd: request to use some of my research funds for travel during this academic year.
Date: Mon, 19 Nov 2018 18:32:32 +0000

From my brilliant niece.. No wonder she clerked for the supreme court. :)

Begin forwarded message:

From: Rebecca Taibleson
Subject: **Re: request to use some of my research funds for travel during this academic year.**
Date: November 19, 2018 at 10:24:32 AM PST
To: LAwrence Krauss <[REDACTED]>

Hey there -

Sorry, quiet time at a computer was non-existent this weekend so I'm just getting a chance to write this now. Here is what I think --

The Dean's best argument appears to be this:

- ABOR 6-201(J)(3)(a) provides that "A faculty member may be placed on leave with pay only if it is determined by the president that the faculty member's continued presence on the university campus is likely to constitute a substantial interference with the orderly functioning of the university or a department or unit thereof."
 - According to the Dean, you are on "Leave with Pay" as defined in this regulation, and therefore there must be a determination that you should not be on campus.
- ABOR 6-201(J)(3)(d) states that Leave w/Pay will end when the administrative proceedings end ("The period of leave may extend no longer than the duration of an investigation to determine if there is just cause for dismissal or suspension without pay, except that if the investigation leads to a recommendation for dismissal or suspension without pay, then the period of leave may extend through the final resolution of the hearing procedures discussed in ABOR Policy 6-201L.").
 - According to the Dean, your settlement agreement effectively modified this part of the regulation and extended "leave with pay" through May 2019.

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.

Hope this helps. What a headache.

Love

Becca

Lawrence M. Krauss

Professor

School of Earth & Space Exploration and Physics Department

Arizona State University, Tempe, AZ 85287-1401

Research Office: [REDACTED] Assistant (Jessica): [REDACTED]

[REDACTED]

[REDACTED] | [REDACTED]