

Settlement Proposal 4/9/2014 10:10 AM

James Craven (omahkohkiaayo@hotmail.com)<omahkohkiaayo@hotmail.com>;

Cc

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Jim,

When I met with the College and the Hearing Officer on Monday, I made a comment about the cost to the College of this case. Bonnie asked whether it was worth making an offer. I told her that I thought any agreement was unlikely but that I would, of course, pass on any offer. It is pretty simple:

1. \$100,000 buy-out of your tenure
2. Waiver of all claims against the College (paragraphs 4 and 5)
3. Agreement not to lodge complaints against College (and its officers/employees) with any state agency (paragraph 6)
4. Mutual agreement to not disparage the other (paragraph 7)

Here are my thoughts. The money and the waiver of all existing claims is pretty standard and to be expected. If that was all that was included, I would strongly encourage you to consider the offer. As we have discussed, I do not believe that we have any real chance of winning your dismissal case, and I have not seen any evidence that causes me to believe that you have any strong private rights of action. There is lots to hate about how the College has treated you and its general management, but civil rights claims, etc are hard to win. On the other hand, while I know that you are not motivated by money and do not want to be "bought off," I have also heard your anxiety about taking care of your family and your own health. \$100,000 is a significant sum which would go a long way in making a transition to your next job. On this issue, I am not sure what your plan is once this matter is done. I have heard you talk about teaching elsewhere, including China, and being able to resign instead of being terminated (particularly with an agreement not to disparage you), may maximize your ability to get a job elsewhere.

Of course, that is not all the College is seeking. I am more troubled (and am sure you will be) by the provision in which you agree not to lodge complaints against the College. My biggest concern is the lack of a time limit. It may be reasonable for you to ask that you not file complaints for conduct that has already occurred (in any event, you have already filed most of those complaints), but not in the future. You are citizen and have the right to express your opinion/hold the College accountable so long as it is not personal to you.

Re: the mutual non-disparagement, there is some benefit to you of not being badmouthed, but I am similarly troubled by the non-time limited nature of this provision.

Please let me know if you have any interest in exploring a settlement. I have no idea whether we might be able to eliminate or limit paragraphs 7 and 8, but I won't even bother having the conversation unless you tell me to. I will call in a bit.

Margaret

From: Terada, Bonnie (ATG) [mailto:BonnieT@ATG.WA.GOV]
Sent: Wednesday, April 09, 2014 8:58 AM
To: Margaret Olney
Cc: Darcy Rourk; Tim Cook
Subject: Files and proposal

Margaret,

The duplicated official personnel file was mailed overnight yesterday afternoon.

Attached is a Tenure Purchase Agreement and Settlement and Release Agreement for your client's consideration. The May 2, 2014 date reflects 21 days from this Friday and as you are know is required by the Age Discrimination in Employment Act. Please let me know by **1:00 PM Friday** whether Prof. Craven wishes to have the 21 days to consider the agreement. I think its best to inform Mr. Stonier by that time so he can inform the 6 faculty members and the College can inform all of their substitutes that the hearing may be rescheduled to allow for the 21 day consideration period.

Bonnie Y. Terada
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