
From: Lawrence Krauss <[REDACTED]>
Sent: Friday, November 9, 2018 12:21 AM
To: Patrick Kenney
Cc: Lawrence Krauss; Nancy Gonzales
Subject: Re: request to use some of my research funds for travel during this academic year.

Dear =at:

I have gone to =he ABOR regulations you referred to. I think you mean ABOR 6-201J =3) (a). This does not appear to apply to me as it involves an =ngoing investigation, of which there is none, related to Dismissal or =suspension, and the administrative leave that was implemented during the =nvestigation ended when the final resolution of my employee review =rocess was completed, see (3) (d) below.. (ABOR regulations =ection J 3. is appended below in its entirety). Beyond that, I do not =ee, in the settlement agreement, any statement of a new review process, =r a statement in that agreement that the President has now determined =hat my presence on campus is likely to constitute a substantial =interference with the orderly functioning of the University, or any =llegations to that effect. I have looked up other leave with pay =riteria in the University regulations and I don't see any =estrictions on visiting campus in those.

I will need guidance to relevant ABOR =egulations here so we can assure that we are complying with the =ettlement agreement, which I certainly want to do.

Also, as far as I know, =our email on Nov 1 was the first mention of not being on campus since =he settlement agreement was signed and the employee review process =nded, which changed my situation at the University, so I don't =believe it is correct to state that I was repeatedly reminded of this. =nbsp;If I am incorrect here and there were additional communications I =m not aware of, please let me know. I apologize if I missed a =essage from you.

Once again, this email is intended to clarify my =nderstanding of my situation at ASU for me. It is not meant to =ntagonize.

Thanks.

Lawrence

J. =ismissal or Suspension

3. Leave with =ay

1. a. A faculty member may be placed on leave with pay only if =t 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.

Rev. =1/2012

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Policy Number: 6-201

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Policy Name:Conditions of Faculty Service

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Policy Revision Dates: 9/12, 8/11, 4/09, 6/06, 8/05, 8/04, 8/03, 1/03, 8/97, 5/97, 2/97, 10/91, 10/86

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2. Except as provided in ABOR Policy -201J.3.c (Conditions of Faculty Service, Dismissal or Suspension, Leave with Pay), the decision to place a faculty member on leave with pay:

1. (1) May be made only after the faculty member has been provided an opportunity to respond to the allegations; and

2. (2) Shall be promptly communicated in writing to the faculty member.

3. In exceptional cases, when the resident makes a written finding that release of information relating to the substance or source of the allegations may compromise the investigation of such allegations, the university may limit or deny the faculty member's opportunity to respond to the allegations for a period of time not to exceed fifteen (15) working days while the investigation proceeds.

4. 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, (Conditions of Faculty Service, Hearing Procedures for Faculty)

5. Placement on leave with pay status shall not be considered a disciplinary sanction.

6. A faculty member who is placed on leave with pay shall continue to receive full salary and benefits during the term of the leave.

Lawrence M. Krauss

Professor

School of Earth & Space Exploration and Physics Department Arizona State University, P.O. Box 71404, Tempe, AZ 85287-1404

Begin forwarded message:

From: Lawrence Krauss <[REDACTED]>

Subject: Re: request to use some of my research funds for travel during this academic year.

Date: November 8, 2018 at 4:52:35 PM MST

To: Patrick Kenney <[REDACTED]>

Cc: Lawrence Krauss <[REDACTED]>

I will digest this at length.. but let me be clear about today's visit. I received a request this week from a collaborator and friend of mine who was coming to campus to give a talk to meet and talk some physics. I decided I would fly down for the day to meet him as it would save meeting him in Boston later this fall. I did not know or plan this last week before our correspondence, and again, as I had written to you about possible visits and not received a response, I assumed coming down to see him and begin to look at the situation in my office and get a better first hand assessment of what was necessary vis-a-vis packing and moving in May was not unreasonable. Dean Gonzalez concurred with this assessment when we met today.

Lawrence

On Nov 8, 2018, at 4:03 PM, Patrick Kenney <[REDACTED]> wrote:

Dear Lawrence,

The settlement agreement unequivocally states that between now and your retirement date of May 16, 2019, you remain "on leave with pay" and do not have authority to act for or on behalf of ASU and shall make no statements, including in any online profiles or social media websites or in speaking engagements that misrepresent [your] status or authority." (Agreement at ¶ 1). Leave with pay, per BOR6-201(3)(a), means that the faculty member is not to be on campus. You have been repeatedly reminded not to be on campus, most recently in my email of November 1, which was unequivocal.

Nor is your explanation that you assumed you could come to campus because I had not yet responded to your email of the same date a reasonable one. When we corresponded only last week about the plan for removing your personal property from your office, you indicated that you were not available to make an appointment to come to campus to pick up your property in the next two months and referenced a plan to attend a meeting on campus in February of next year and to clean out your office by May of next year.

If you had today's trip planned last week, you did not mention it, and if you planned it after our correspondence, you failed to advise me of your plans. Had you done so, I would have reiterated the direction I previously provided that you are not to be on campus for any reason, unless we schedule a specific appointment for you to be here. Because you had not advised me of your plans to be on campus today, I was in the process of preparing a response to your emails, which necessarily included making inquiries about alternative methods of clearing out your office, given your indication that you were not able to make an appointment to do so this calendar year.

Here is that plan, which is not subject to negotiation. You will not return to campus, for any reason, without my express written permission obtained in advance. If you request permission, and I do not respond, the absence of a response does not constitute permission. The personal property in your office will be packed and shipped to you by the

University. This will include the data on the hard drive of the computer located in your office. Unless you designate another address, we will ship your personal property to your Oregon address.

You remain subject to the other provisions of the settlement agreement, including the requirement that you do not represent that you have any remaining authority to act for or on behalf of ASU.

Pat

Patrick J. Kenney
Dean, College of Liberal Arts and Sciences
Foundation Professor, School of Politics and Global Studies
Arizona State University

From: Lawrence Krauss <[REDACTED]>
Sent: Thursday, November 08, 2018 12:29 PM
To: Patrick Kenney <[REDACTED]>; Nancy Gonzales <[REDACTED]>
Cc: Lawrence Krauss <[REDACTED]>
Subject: Re: request to use some of my research funds for travel during this academic year.

Dear Pat:

I am on campus today to begin to go through my office and to meet with a colleague and collaborator from BU who is giving the physics colloquium, as I informed you I would be doing by email to you on Nov 1. As you did not respond to that email, I naturally took that to be tacit agreement that your interpretation at the time of the terms of my contract with the University was incorrect. I came back to campus on my own funds, and because my friend had asked the Physics Dept to put me on his calendar, I worked with the Physics Dept personnel to find a time to meet him and I had intended to attend his talk, where he said he would be revealing new results of interest to me. All appropriately done.

Your email to me used different terminology compared to that in my settlement agreement, but in any case, as I am not under Administrative review, and the review process is completed, I understood, and still understand, my agreement with the University to imply that I am a tenured faculty member on leave, and have all the rights and obligations associated with that status, including continuing to function as a physicist, attend lectures of interest, and even give lectures around the world, as long as I do not represent myself as acting as having authority to represent the University at those events.

Nancy kindly and graciously explained to me your interpretation that I am not to be on campus. I explained to her that I had written to you about this explaining why that seemed to be an incorrect interpretation of my settlement agreement. She agreed with me that not having received a response it was reasonable for me to assume that you accepted my interpretation, and she also acknowledged that having worked with the physics department I had done what seemed appropriate to meet my colleague. She indicated she would relay my views to you as well, and I thank her for the kind and professional way in which she met with me.

She advised me that it was your view that I am not to attend the public colloquium by my colleague today. I agreed, for her sake, to not attend, even though I strenuously view your request as highly inappropriate. As far as I know, such lectures are open to the public, as well as students, staff, and faculty of the University, and the University campus is a public environment. Nowhere that I can see in the agreement is there any suggestion that I should not have the privileges of any member of the public, much less a faculty member of the University, to attend public events.

I am writing you now to report once again that I view your request to me as improper, and in violation of the nature of the separation agreement. I am hoping you will do me the courtesy of responding to my email so that we can

discuss this as =rofessional colleagues. I have no intent to harm the university =r violate regulations. I just want to be able to function as a =cientist, a physicist, and a human being who remains a tenured =rofessor at ASU until I retire in May, without interference, punishment =r retribution, as, I believe, is the intent and the letter of the =ettlement agreement from October, which ended the administrative review =f my status.

Thank you for your attention to this =mail.

best

Lawrence

Lawrence M. Krauss

Director, The Origins Project at ASU

Co-Director,=Cosmology Initiative

Foundation =rofessor

School of Earth & =pace Exploration and Physics Department

Arizona State =niversity, P.O. Box 871404, Tempe, AZ 85287-1404

Research Office: = [REDACTED]

Origins Office [REDACTED]

[REDACTED] | origins.asu.edu | twitter.com/lkrauss1 | krauss.faculty.asu.edu

<image001.png>

On Nov 1, 2018, at 10:24 AM, Lawrence =rauss [REDACTED]

> wrote:

Just to be =lear, I will be on campus periodically over the next 6 months to work =hrough material in my office etc. I was hoping the University =ould fund my travel there, but if not, I will fund it myself. =nbsp;While on leave, which is not administrative leave since there is =o review process pending, I am still employed at ASU and have until May =6,2019 to settle my affairs there, go to my office to get materials I =eed, and function as a physicist, although not one representing ASU, =tc. I will not act for or on behalf of ASU, or represent that I =m working on behalf of ASU at any events I will be attending. As =ar as I know, the meeting in Feb is for physicists around the country =nd I may attend it if I get funding from elsewhere to do so, as will =any other colleagues from around the country who are not acting on or =behalf of ASU. I expect all my personal material to be cleared out =y me on or before May 16, 2019.

Thanks.

LMK

Lawrence M. Krauss

Professor

School of Earth & Space Exploration and Physics =epartment

Arizona State University, P.O. Box =71404, Tempe, AZ 85287-1404

Research Office: = [REDACTED]

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On Nov 1, 2018, at 9:20 AM, Patrick =enney [REDACTED] >
=rote:

Dear Lawrence,

You are on paid leave for the remainder of this year pending =our retirement on May 19, 2019. Pursuant to the agreement you signed =ith the Provost, between now and then you are not to be acting for or =n behalf of ASU or representing that you are working on behalf of =SU. That means you should not be coming to campus, including to =ttend on-campus meetings you organized before you were put on leave. To =he extent you intend to travel to professional meetings elsewhere, you =ill not be doing so on behalf of ASU, and you may not use University =unds for that purpose.

With regard to retrieving your personal property, we will =eed to begin that process soon so that the University can begin to =repare that space for its future uses. If you would like to be involved =n packing your personal items, we will schedule a specific date and =ime for you to come to campus for that purpose. Someone will meet with =ou to gather any University property and provide packing materials that =ou can use to pack your personal items and transport them from campus. =lternatively, we can have your personal items packed for you to pick up =r to be shipped to a location you identify. Please let me know which =option you would prefer so that I can make the necessary =rrangements.

Patrick J. Kenney
Dean, College of Liberal Arts and Sciences
Foundation Professor, School of Politics and Global =tudies
Arizona State =niversity

From: Lawrence Krauss [REDACTED]
Sent: Tuesday, October 30, 2018 =:34 AM
To: Patrick Kenney <[REDACTED]>
Cc: Lawrence Krauss [REDACTED]
Subject: Re: request to use some of =y research funds for travel during this academic year.

Thanks Pat.. I had just emailed the Provost to let =im know I had asked you. Looking forward to hearing soon so I can =ry and make some plans.

LMK

On Oct 30, 2018, at 9:31 AM, Patrick Kenney <[REDACTED]> wrote:

I sent it to the provost for =onsideration. I'll check with him today or =omorrow.

Patrick J. =enney
Dean, College of Liberal Arts and Sciences

Foundation Professor, School of Politics and Global Studies
Arizona State University

From: Lawrence Krauss [REDACTED]
Sent: Tuesday, October 30, 2018 11:31 AM
To: Patrick Kenney <[REDACTED]>
Cc: Lawrence Krauss <[REDACTED]>
Subject: Re: request to use some of my research funds for travel during this academic year.

Hi.. just checking to see if this got through.. Haven't gotten a response.

LMK

On Oct 26, 2018, at 11:34 PM, Lawrence Krauss <[REDACTED]> wrote:

Dear Patrick:

I would like to use some of my remaining University funds for this academic year, for travel

I anticipate the following

3-4 trips to ASU over the next 6 months to get my office contents ready to move, and to move them.

Travel to a Physics meeting at ASU in February that I helped organize early on.

Travel to a physics meeting in Jan organized by U. Florida that I have been invited to.

Travel in Dec to a meeting of the experimental collaboration I am a part of in Switzerland.

Can you confirm for me if I can use part of my remaining, unused, funds for these purposes?

Lawrence

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