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**BEFORE THE DISMISSAL REVIEW COMMITTEE
CLARK COLLEGE**

In re the Matter of:

JAMES CRAVEN
Professor, Economics

CLARK COLLEGE'S
MEMORANDUM IN SUPPORT OF
MOTION IN LIMINE

Clark College hereby moves the Hearing Examiner for an order excluding any and all evidence, references to evidence, testimony, or argument relating to the relocation of Professor Craven's teaching load and faculty office from the main campus to the Columbia Tech Center (CTC) campus in east Clark County. The motion is based upon the grounds that a) there is substantial danger that the evidence will confuse the issues or mislead the Dismissal Review Committee, b) the evidence is irrelevant and immaterial to the issue in this proceeding, and c) the issue has been finally determined in a grievance and is therefore barred by collateral estoppel, and inadmissible.

This memorandum is respectfully submitted for the Hearing Examiner's consideration in ruling on the College's Motion *in Limine*. This motion is made pursuant to ER 402; ER 403; RCW 34.05.452(1); *Fenimore v. Drake Construction Co.*, 87 Wn.2d 85, 549 P.2d 43 (1976).

The issue for the dismissal hearing is whether Clark College had sufficient cause to dismiss Professor James Craven when he sent an e-mail on April 8, 2013 to the entire AHE faculty e-mail distribution list which includes inappropriate language that is disparaging

1 toward Business Division Chair Dr. Adnan Hamideh's qualifications and undermines his
2 authority to perform his duties as Division Chair in violation of the AHE Agreement and
3 College policies. Professor Craven admits authoring and sending the April 8, 2013 e-mail.

4 **A. The assignment of teaching load and relocation of the faculty office is not relevant
5 to his dismissal and should be excluded.**

6 Professor Craven indicated an intent to offer evidence regarding the relocation of his
7 teaching load and faculty office from the main campus to the Columbia Tech Center (CTC)
8 campus in east Clark County to show animus against him.

9 Evidence regarding the move is not relevant to the dismissal. Such evidence is
10 immaterial, would cause confusion over what the central issue in this case is, would cause
11 delay in trying this matter and would be unduly prejudicial if admitted.

12 To be relevant, evidence must be both probative and material. *Davidson v.*
13 *Metropolitan Seattle*, 43 Wn. App. 569, 719 P.2d 569 (1986). To be probative, the evidence
14 must have a "tendency to make existence of any fact . . . more probable or less probable." *Id.*, at
15 573 (citing authority; emphasis in the original); ER 401. The move to the CTC does not make
16 the existence of any fact involved in Professor Craven's claims either more or less probable.

17 To be material, evidence must "[m]ake existence of any fact that is of consequence to the
18 determination of the action . . ." *Id.* (emphasis in the original); ER 401. The move to the CTC
19 is not a fact that is of consequence to the outcome, nor does it make the existence of another fact
20 which is of consequence to the outcome more probable or less probable. Admission of evidence
21 about the move to CTC has no probative value on any factual issue before the Dismissal Review
22 Committee and would serve only to confuse the issues and mislead the Dismissal Review
23 Committee.

24 **B. Professor Craven is estopped from re-litigating his grievance against the move.**

25 Professor Craven's disagreement over the move was grieved and conclusively
26 resolved through the AHE Agreement grievance procedure in 2012. The reasons for the move

1 are set forth in the Declaration of Dean Blake Bowers (attached). The grievance timeline is
2 set forth here.

- 3 1. Professor Craven served a one-year disciplinary suspension from January 9, 2012 to
4 December 14, 2012.
- 5 2. Dean Blake Bowers advised Professor Craven by letter dated October 17, 2012, that
6 his teaching load and office location would be assigned to the Columbia Tech Center
7 (CTC) starting Winter Quarter 2013, January 7, 2013. Attachment A.
- 8 3. Dean Bowers' letter also advised Professor Craven that his current office would be
9 available to him on November 13, 14, 15, 16 and 19 to get the office contents prepared
10 and packaged for Facilities Services personnel to move.
- 11 4. On October 24, 2012, Prof. Craven acknowledged receipt of Dean Bowers letter and
12 stated that he would comply "so as not to create an insubordination situation" but in
13 this correspondence he also threatened to take the matter to PERC, Washington
14 Human Rights Association, Washington Ethics Commission, EEOC, and to seek an
15 emergency injunction in Thurston County Superior Court. Attachment B.
- 16 5. There is no record of an injunction having been ordered by any court.
- 17 6. By letter dated November 6, 2012, Dean Bowers reaffirmed the points made in the
18 October 17 letter and asked Professor Craven to indicate his choice as to the courses
19 and schedules that he preferred for Winter quarter classes. Attachment C.
- 20 7. Professor Craven acknowledged receipt of Dean Bowers' letter on November 16,
21 2012. Attachment D.
- 22 8. On November 13, 2012, Professor Craven filed a Memorandum and Petition of
23 grievance, subject line "James Craven Grievance." This grievance was against the
24 "summary move" to CTC, the "summary imposition of courses and course
25 scheduling" without being consulted, being left out of vetting adjunct faculty as the
26 "head of the economics department." He noted his medical condition would prevent
him from heavy lifting. The grievance also complained of "disparate treatment by
individuals who have demonstrated provable animus and malice according to AHE
and WEA." Attachment E.
9. On November 16, Professor Craven informed Dean Bowers that his choice for courses
and schedules was Option 2.
10. On November 26, 2012, Vice President of Instruction Tim Cook provided the Step
One answer to Professor Craven's grievance within the timeline required by the AHE
Agreement, in Article VIII, B. Dr. Cook addressed the "management rights" authority
in the AHE Agreement which allowed for the office relocation, the arrangements made
by Dean Bowers to have the office contents packed and moved by Facilities Services
so Professor Craven would not have to do any moving or heavy lifting, and the
authority of the Division Chair to make recommendations to the Dean in hiring
adjuncts pursuant to the AHE Agreement. Attachment F.

1 11. On December 3, 2012, Dean Bowers advised Division Secretary Jennifer Lea and
2 Division Chair Adnan Hamideh that upon his return, to let Professor Craven review
the schedule and classes for Spring 2013 that had been drafted while he was on
suspension. Attachment G.

3 12. On December 5, 2012, Professor Craven advanced his grievance to Step Two in a 42-
4 page letter which, among many other matters, set out the reasons for the advancement
of the grievance and Dr. Cook's refusal to recuse himself as evidence of his "extreme
5 animus and malice." Attachment H.

6 13. On December 18, 2012, President Bob Knight met with Professor Craven to consider
7 his grievance regarding his schedule and the relocation of his office to the Columbia
Tech Center. President Knight denied the grievance by letter dated December 12,
2012. Attachment I.

8 The finality of the grievance process is explicitly set out in the AHE Agreement in
9 Article III, B:

10 If no settlement is reached at Step Two, the Association, acting through its
11 President, may, in its sole discretion, within ten (10) contracted days after the
12 date of the Step Two answer, notify the College that the grievance will be
arbitrated, provided that the grievance present an arbitrable matter as herein
defined.

13 The Association did not advance the grievance to arbitration after the Step Two
14 answer. Any attempt to re-litigate or resurrect the grievance in this proceeding is untimely
15 and a violation of the express terms of the AHE Agreement. Professor Craven and the AHE
16 are bound under collateral estoppel by the final Step Two Answer.

17 Collateral estoppel prevents a second litigation of issues in a subsequent proceeding
18 between the same parties. *Christensen v. Grant County Hosp. Dist. No. 1*, 152 Wn.2d 299,
19 306 (2004). For collateral estoppel to apply, the party to be estopped must have had a full and
20 fair opportunity to present his case in the first proceeding, the first proceeding must have been
21 finally decided, the issue in the two proceedings must be identical, and the application of
22 collateral estoppel cannot work an injustice. All of the criterion are satisfied because the
23 issues Professor Craven wishes to present are identical to those he claimed in his grievance.
24 Professor Craven had a full and fair opportunity to present his complaint in the grievance
25 proceeding that the move to CTC was for an improper motive. His Step Two document
26 reflects a vigorous pursuit of every issue surrounding the move to CTC. He had the assistance
of the AHE representative at the meeting called by the President to consider the grievance.

1 Application of collateral estoppel in this proceeding on the issue of the move to CTC will not
2 work an injustice. Professor Craven's contention that injustice might occur because the prior
3 decision of the President in denying the grievance shows animus is without merit.

4 The purpose of the grievance procedure is to make a timely determination of whether
5 there has been a contractual violation and if so, to provide complete relief to the Grievant.
6 Here, a reassignment back to the main campus. Professor Craven had his one bite at the apple
7 and should be estopped from re-litigating, in the dismissal hearing, the previously adjudicated
8 dispute in the grievance proceedings.

9
10 DATED this 11 day of April, 2014.

11
12 ROBERT W. FERGUSON
Attorney General

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15 BONNIE Y. TERADA, WSBA #17335
16 Assistant Attorney General
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1 early October 2012, Vice President Tim Cook and I discussed possible strategies with respect
2 to Professor Craven's return. I was concerned with the pattern of suspension, followed by a
3 return to work, followed by another suspension, that Professor Craven has experienced. I
4 wanted to make sure that he would be put into a setting which would break this unproductive
5 pattern and allow him to be successful in modifying or avoiding the behavior that had resulted
6 in multiple suspensions. There were concerns about a hostile work environment. Dr. Cook
7 and I felt that we needed to do something. We looked at the Columbia Tech Center (CTC) for
8 a number of reasons. We were seeing a substantial increased enrollment of Running Start
9 students in east Clark County (approximately +14%), those students presented an increasing
10 demand for transfer courses like Economics, and the College needed a full-time tenured
11 professor at CTC.

12 3. The Division Chair, Dr. Hamideh, was not involved in the decision to move Professor
13 Craven to CTC until his input was needed for purposes of proposing two alternative schedules
14 of courses for Professor Craven.

15 4. Offering 200-level Economics courses at CTC that Professor Craven was going to
16 teach was considered a "pilot." We anticipated and did see low enrollments initially.
17 However, the classes were allowed to run with enrollments below the normal cut-off threshold
18 (15) because the College needed the data to evaluate whether the program would be successful
19 at CTC. It is the hope of the College that by having a tenured faculty teach 100-level and
20 200-level courses that more students would be attracted and migrate into the 200-level
21 sequences.

22 5. Attachment A is a true and correct copy of the letter advising Professor Craven and
23 AHE President Kimberly Sullivan that his teaching load and office location would be assigned
24 to the CTC, starting Winter Quarter 2013, that his office in Scarpelli Hall and Facilities
25 Services would be available for packing and moving during a 5-day period in November.
26

1 6. Attachment B is a true and correct copy of Professor Craven's response, dated October
2 24, 2012.

3 7. Attachment C is a true and correct copy of my letter responding to Professor Craven's
4 concerns in his letter of October 24, 2012 and repeating my request for him to indicate his
5 choice on the proposed schedule of courses that he would teach in Winter Quarter 2013 by
6 November 13, 2012.

7 8. Attachment D is a true and correct copy of Professor Craven's e-mail which
8 acknowledged his receipt of my letter of November 6, 2012.

9 9. Attachment E is a true and correct copy of Professor Craven's "Memorandum and
10 Petition of Grievance" received on November 13, 2012.

11 10. As of November 13, 2012, Professor Craven had not provided me with his preference
12 on the proposed schedule of courses for Winter Quarter.

13 11. I received a response from Professor Craven on November 16, 2012, confirming his
14 choice for the Option 2 schedule. On November 30, 2012, I directed Dr. Hamideh to adjust
15 Professor Craven's schedule to Option 2.

16 12. Attachment G is a true and correct copy of my e-mail to the Division Chair and
17 Division secretary, sent December 3, 2012, advising them that when Professor Craven
18 returned to work to let him review the schedule for Spring Quarter 2013 which started on
19 April 8, 2013.

20 I declare under penalty of perjury under the laws of the State of Washington that the
21 foregoing is true and correct.

22 Signed at Vancouver, Washington, this 9th day of April, 2014.

23
24 
25 _____
26 BLAKE BOWERS

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October 17, 2012

Jim Craven
8002 NE Highway 99 #162
Vancouver, Washington 98665

Professor Craven,

Starting Winter Quarter 2013, your teaching load and office location will both be assigned to Clark's Columbia Tech Center (CTC). Please see below for your anticipated teaching schedule for winter and spring 2013. Please also understand that your anticipated workload exceeds current AHE contractual parameters for your position, but pending enrollments, moonlight is not guaranteed.

WINTER 2013					
DEPT/CRS #	Title	Days	Times	Location	Workload
ECON& 201 1CT	Micro Economics	TTh	8:00-10:20 am	CTC 210	5
ECON& 201 2CT	Micro Economics	MW	8:00-10:20 am	CTC 210	5
ECON& 202 1CT	Macro Economics	MW	6:00-8:20 pm	CTC 210	5
GEOG& 207 1CT	Economic Geography	TTh	1:00-3:20 pm	CTC 210	5
TOTAL WINTER					20
					133.33%
SPRING 2013					
DEPT/CRS #	Title	Days	Times	Location	Workload
ECON& 201 1CT	Micro Economics	MW	6:00-8:20 pm	CTC 210	5
ECON& 202 1CT	Macro Economics	MW	8:00-10:20 am	CTC 210	5
ECON& 202 2CT	Macro Economics	TTh	8:00-10:20 am	CTC 210	5
GEOG& 207 1CT	Economic Geography	TTh	1:00-3:20 pm	CTC 210	5
TOTAL SPRING					20
					133.33%

Clark College will make available your current office location on the business days of November 13, 14, 15, 16, and 19 to have your office location in SHL 112A and all contents prepared and packaged accordingly for Facilities Services to move to CTC 248. During these days on campus, your activity is limited to Scarpelli Hall. Any contents left and not marked appropriately for the move will be discarded after November 19. Please contact Jennifer Lea for access, boxes, and supplies necessary for you to be able to complete changing office locations.

Clark College The Next Step

Your computer will move with you. Your phone extension will be different, as well as your mail stop.

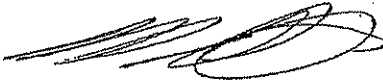
The following link provides helpful information that is specific to CTC:

https://intranet.clark.edu/department_information/instruction/ctc/

Your new key card access and availability to establish your new office location will be available to you on December 17.

If you have any questions or need additional information, please do not hesitate to contact me.

Respectfully,



Blake Bowers, Dean of Business & Health Sciences
Clark College
1933 Fort Vancouver Way
Vancouver, Washington 98663

Attachment

C: Kimberly Sullivan, AHE President
Lisa Lewison, WEA
Tim Cook, Vice President of Instruction
Darcy Rourk, Associate Vice President of Human Resources

October 24, 2012

Dean Bowers:

This letter is to acknowledge receiving, and responding for the record and other venues, your letter of October 17, 2012.

First of all, in my twenty years at Clark College, and my almost 9 years as Division Chair, never have I seen a full-time tenured faculty member, and senior member of the RIF list of the Department of Economics or any department, which has objective criteria of academic preparation and teaching experience to be on it, summarily assigned to teaching loads without any consultation or regard to: my preferences; seniority; tenure rights; the Clark College-AHE Contract and established protocols on bumping rights of senior and fully vetted faculty in moonlight and indeed all course assignments; relevant RCWs and USCs on the legal status and Constitutional Rights of public employees; my health and known disabilities; my family and family responsibilities; the rights of students to informed choices of teachers who will actually teach them, and to be taught by teachers who are fully vetted and qualified in the academic disciplines being taught. If you or Hamideh had bothered to even ask my preferences, as I have signed a contract to return and also matters are before the courts and more will be before PERC very soon, you would know that I have a new child and must take my son to school every morning and thus cannot teach 8 am classes. Further, I note that Lemmond and other adjuncts have even taught full-time plus moonlight, unprecedented in my 20+ years at Clark College, and no adjunct can bump a full-time tenured faculty member under the contract for moonlight; it has always been the other way around (except in my case previously which was grieved by AHE).

Further, I suffered medical distress and cardiac arrhythmia while in Beijing and demanding that I move to CTC, with no concern as to its effects on my health, travel time and costs, and family responsibilities, along with my seniority and tenure, this I will comply with so as not to create an insubordination situation, but will take this to PERC, Washington Human Rights Association, Washington Ethics Commission, EEOC, and also seek an emergency injunction against these summary machinations in Thurston County Superior Court on grounds that it is barely disguised reprisal, retribution, harassment, intimidation and violation of my tenure, seniority rights and the spirit if not letter of the Clark College-AHE Contract. Please also be advised that I regard this action by you, and those directing you from the shadows—for now—to be another example of intentional infliction of emotional distress and other torts which are also crimes in the context of public employment. As is my duty under Civil Law, I am apprising you of damages to me and my family, as well as to students who may sue for being denied fully vetted and best-qualified teachers and choice, and am giving you the opportunity to mitigate damages for which you may be held personally, by name and outside of your official capacities which in my opinion is also serious dereliction of duty and contempt for the rights of the students, the accreditation of the institution, quality of education and the name and standing of the institution.

When I was Division Chair I dealt with all sorts of people on all sorts of issues I would have preferred not to have had to deal with. It is unconscionable and in my opinion, to be tested in courts of law and

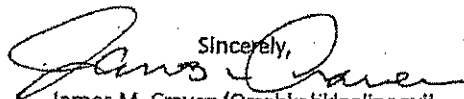
agencies like PERC, dereliction of duty for you and Hamideh to allow something like this, the summary assignment of a course load and change of office with no consultation or valid reason given. The kind of people who are only concerned with what they think they can get away with, with what power they think they have, the kind who use the letter of the law or a contract to violate the clear spirit and intent of the law or a contract, and the kind who have no concern with right and wrong or duty of a public employee, and yet who demand for themselves the same rights, due process and legal protections that they routinely violate against others, the kind who mix what appear to be vicious levels of malice and animus with their professional responsibilities, and in public employment no less, are those who typically hit 16 or more points on the Robert Hare PCL-R checklist of psychopathy and sociopathy; perhaps something to think about.

This will all be going to PERC very soon but in the meantime, please adjust my schedule from 8 am and I will bump any adjuncts set for the time slots that I usually teach, in Scarpelli 101 where I am set up to teach and please correct any scheduling with me at 8 am and make sure enrolling students know exactly which courses I will be teaching, when and where. My preferences for overtime are not subject to enrollment if classes assigned to adjuncts (particularly those not even qualified to apply for a full-time teaching position in economics in any community college in Washington State) are available for me to bump. Further, this summary scheduling without any input from me, respect for my seniority, standing as a professional economist and educator, the rights of students to be the best prepared teachers available, and service to Clark College (that I have the administration acknowledging in writing) has a direct impact on my own professional responsibilities and ability to meet them as a teacher and will also be one of the issues raised with PERC and other agencies named.

Thank you for your consideration of these issues. If you disagree, please provide your own rationale and citations of law and the Clark College Contract in writing as you are required to do under RCWs that have been cited to you repeatedly. Further, please also note that you were not present when I had my one hour hearing with Tim Cook to answer any questions about your letter charging me that resulted in my time off recently and that also served to deny me basic 14th Amendment due process rights that will also be part of the complaints to the agencies named above as well as in civil litigation.

Finally this attempted fiction that there is no separate economics department by Hamideh, who is not qualified to even apply for full-time teaching of economics, as is the case with any MBAs, is refuted by the RIF list, the sign outside of Scarpelli Hall, the reality that economics is a vast subject way beyond business, a sub-area or specialization in economics, and the fact that it was a separate department in social sciences for many years even as I am the first real economist with undergraduate and graduate degrees in economics, to have ever taught at Clark College. Also, no one but me picks the texts for the courses in which I am teacher of record. Not once did I ever pick textbooks outside of economics nor would I ever as I do not have the expertise and credentials and would not disrespect teachers of record. I wish, on the record, to use the texts that I assigned prior to my leave and will simply not require any other texts as in my professional view, with a lot more provable and legally established credentials as an economist and educator than anyone past or present in the economics department (for instance I am an accredited expert witness as an economist in King County Superior Court) it is both my right and duty to establish the required texts for my students and it is interference with my professional duties and

responsibilities, and the rights of the students, to have a division chair, not even a management position under the Clark College-AHE Contract, and with no hiring authority, with an MBA not a masters degree in economics as is required to apply for full-time teaching in economics, to be selecting economics texts. And does he do the same in accounting, statistics, business and other disciplines as well? These are some of the issues of professional duties and responsibilities, best practices, rights of students, disparate treatment, and vile harassment, intimidation, reprisals and attempts to remove me from Clark College as Lynn Davidson and Marcia Roi testified under oath and penalty of perjury, un rebutted by Ms Terada who had every opportunity to try to impeach their testimony, that they were told by Bob Knight, was his intention long ago that will be taken up, and have been reported to law enforcement and other agencies already.

Sincerely,

James M. Craven/Omahkohiklaalipooyii

Professor of Economics and Geography; Department Head, Economics,.



November 6, 2012

Jim Craven
 8002 NE Highway 99 #162
 Vancouver, Washington 98665

Professor Craven,

Thank you for your response in regard to my letter dated October 17, 2012. The following is to fortify points from my previous letter to you and ask you for your choice on #2 below:

- Clark College will make available your current office location on the business days of November 13, 14, 15, 16, and 19 to have your office location in SHL 112A and all contents prepared and packaged accordingly for Facilities Services to move to CTC 248. During these days on campus, your activity is limited to Scarpelli Hall. Any contents left and not marked appropriately for the move will be discarded after November 19. Please contact Jennifer Lea for access, boxes, and supplies necessary for you to be able to complete changing office locations.
- Please see the opportunities you have to adjust your schedule and determine which option you prefer for your teaching schedule starting Winter 2013. Please respond to Dr. Hamideh, Jennifer Lea and I prior to Tuesday, November 13, as that is the day winter quarter registration begins. If no response is indicated by you prior to the end of day, November 13, Option 1 will be enforced.

Option 1

WINTER 2013					
DEPT/CRS#	Title	Days	Times	Location	Workload
ECON& 201 1CT	Micro Economics	TTh	8:00-10:20 am	CTC 210	5
ECON& 201 2CT	Micro Economics	MW	8:00-10:20 am	CTC 210	5
ECON& 202 1CT	Macro Economics	MW	6:00-8:20 pm	CTC 210	5
GEOG& 207 1CT	Economic Geography	TTh	1:00-3:20 pm	CTC 210	5
TOTAL WINTER					20
					133.33%

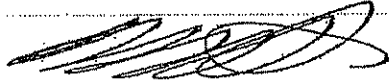
Option 2

WINTER 2013					
DEPT/CRS#	Title	Days	Times	Location	Workload
ECON& 201 1CT	Micro Economics	MW	3:00-5:20 p.m.	CTC 210	5
ECON& 201 2CT	Micro Economics	TTh	9:00-11:20 am	CTC 210	5
ECON& 202 1CT	Macro Economics	MW	6:00-8:20 pm	CTC 210	5
GEOG& 207 1CT	Economic Geography	TTh	1:00-3:20 pm	CTC 210	5
TOTAL WINTER					20
					133.33%

Clark College *The Next Step*

3. Clark College does not have a department head for Economics. Please refrain from using that title.

Respectfully,



Blake Bowers, Dean of Business & Health Sciences
Clark College
1933 Fort Vancouver Way
Vancouver, Washington 98663

C: Kimberly Sullivan, AHE President
Lisa Lewison, WEA
Tim Cook, Vice President of Instruction
Darcy Rourke, Associate Vice President of Human Resources

Bowers, Blake

From: James Craven <omahkohkiaayo@hotmail.com>
Sent: Friday, November 16, 2012 12:30 PM
To: Bowers, Blake; Lisa Lewison; Jason Borba; Lea, Jennifer
Subject: For Union - Urgent: Just received letter of November 6 2012 sent snail mail

Dean Bowers:

This is to acknowledge your letter dated November 6, 2012 which I just received today thus was not able to respond before Nov 13th deadline. This summary imposition of course load and change of office without one word of consultation with me is dereliction of duty per se on your part as well as Hamideh's. I am a tenured professor and as such, as well as as a public employee, have basic rights that you appear to think you are above or not constrained by. As I told you I cannot teach at 8 am so will take the course changes suggested.

I have not been to my office (you not only summarily declare a change in office with no consultation and no concern for my medical disabilities, but summarily declare my dates to move and that you will dump anything in my office after the 19th. Well if you do, it will only add to the damages because this will be going to PERC and to civil litigation as well as to law enforcement. I have not been to my office as I have a formal grievance in that you have ignored, and I have more than documented that my health cannot allow me to pack and lift-move heavy boxes thus you are also in contempt of the ADA and this will be reported to Human Rights Commission as well.

The union has this and you are supposed to work through them when I have a formal grievance against your summary orders of courses and office change with no consultation with me or the union and I have asked the union to arrange a meeting (to be taped) on these issues and would appreciate your not tossing my office of over 14 years without a meeting. I have seen presidents, deans, vice-presidents come and go all for the same behavior that you appear to be manifesting.

As I noted, I am medically unable to accomplish a move, have documented why to the union and to Clark College and I regard this latest intrigue as more evidence of you and Hamideh, along with those who want your fingerprints on all of this not theirs, being unfit to hold the positions you hold. That you or Hamideh would dare construct a teaching schedule for the most senior economist, and order a summary move of an office with not one word of consultation or concern for my health or family responsibilities, in my opinion, and others who have looked at this, as a level of malice, animus and contempt for due process, the AHE-Clark College Contract, the law and the rights of students to the most qualified and prepared faculty available that borders on psychopathic levels of malice, animus and depraved indifference to my family, my health, my service to Clark College and the rights and needs of the students as well as for Clark College as an institution and its accreditation issues.

Sincerely,

James M. Craven
Professor and Department Head, Economics.

Memorandum and Petition of Grievance

Subject line: "James Craven Grievance."

- 1) Summary move ordered, with days of move also summarily ordered from present office in SHL 112A that I have inhabited over 14 years to CTC. This affects working conditions, commute time and costs, and also affects my health as I recently suffered serious cardiac arrhythmia in Beijing and was hospitalized in intensive care; that damage, coupled with my present medical condition and daily medications make me unable to move my whole office. This summary imposition of a change in office, not only affects my conditions of work which are bargain able, but also shows contempt for my seniority, my tenure status, my service to Clark College, constitutes unprecedented harassment and reprisal in the workplace (for my ongoing appeal in WCA Division II and with law enforcement and existing criminal complaint against Bob Knight for perjury and related felonies of a public employee committing perjury while on official duties per the sworn testimonies of Marcia Roi and Lynn Davidson in the Arbitration Hearing with Ms Whalen as well as criminal complaints, public records requests and pending actions with PERC against other persons;
- 2) Summary imposition of courses and course scheduling with no consultation with me on any level by either Adnan Hamideh, the titular division chair and Blake Bowers, the Dean. This is not only dereliction of duty per se and vicious levels of contempt for my health and professional responsibilities to the students and their own needs, but also causes serious hardship on me and my family as I have a new child and cannot teach 8 am classes and have the seniority not to have to;
- 3) I have been cut out of vetting any adjuncts hired to teach economics despite my seniority. My preparation and experience as an economist and educator that no one in the Business Division could come close to, I am head of the economics department that really does exist and has always existed even prior to my arrival as the first real economist in the history of Clark College. This not only constitutes Blacklisting and ostracization in the workplace, along with disparate treatment by individuals who have demonstrated provable animus and malice according to AHE and WEA, but this also harms the students in many ways and leaves Clark College open to lawsuits and compromise in terms of accreditation. This also affects my own conditions of work as I have to teach students prepared at lower levels by those who have not been properly vetted which affects my own attrition rates and workloads to correct the damages from inadequate preparation at lower levels.
- 4) My present medical condition does not allow me to make the moves and do the heaving lifting demanded of me by Blake Bowers in this summary letter none of which was bargained in any way.

On October 17, 2012 (date) (Faculty member) James Craven was informed by _____ that _____ would occur. An immediate notice of grievance was sent to Lisa Lewison and the WEA Representative for Clark College to which I have received no reply as in the case also of a letter sent to Blake Bowers. This will also go to PERC I am within the timelines for this grievance as I filed notice prior to both WEA and Blake Bowers and have been given no responses.

Contract Violations (do not have copy of the latest contract):

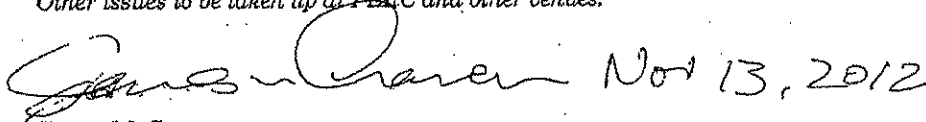
See sections dealing with seniority and bumping rights over adjuncts in scheduling and office assignment; right to be consulted in scheduling and in staffing of personnel in my academic discipline; sections dealing with reprisals and malicious harassment against a faculty member; sections dealing with ADA and harassment of someone with known disabilities and impositions of tasks medically unable to undertake at this time with no concern of the impact of impositions of demands on my physical health.

Remedy

Immediate Stop Order on move to CTC

Classes originally requested through Gene Johnson classes no earlier than 9 am as I must drive my son to school each day; 9-10, 11-12, 1-2 and night class either T-TH or M-W

Other issues to be taken up at PERC and other venues.


James M. Craven Nov 13, 2012

Professor and Department Head, Economics

Copies to: Bob Knight, Tim Cook, HR, Member and files of AHE. Uniserve (Jace) electronically delivered.



November 26, 2012

Professor James Craven
8002 NE Highway 99 #162
Vancouver, WA 98665

Professor Craven:

This letter is an acknowledgement of receipt of your grievance titled "James Craven Grievance" received via electronic mail November 13, 2012. In accordance with Step One, Article VIII, B of the AHE contract, once a written grievance is presented, the Vice President of Instruction has 10 contracted days to provide an answer to the grievant and authorized Association representative. This letter serves as the written answer to your grievance.

According to Article I, M, of the AHE contract, "Except of the limitations imposed by the specific provisions set forth in the Agreement, all management rights, powers, authority and functions, remain vested exclusively with the College." The agreement does not contain provisions for seniority and bumping rights over adjuncts in scheduling or office assignment. Article VI, G grants Full-time faculty priority for moonlight assignment. The winter 2013 schedule provided to you by Dean Blake Bowers contained a moonlight course.

In response to your letter of October 24, 2012, Dean Bowers provided a response outlining the process for preparing your office to be moved. In that letter, it stated moving supplies would be available and once your office contents were packed, they would be moved by Facilities Services. This plan was adopted to prevent you from having to do any moving or heavy lifting as was stated in your letter. Dean Bowers also provided you with two scheduling options at CTC in response to your concerns about times the classes were offered. You were asked to make a choice by November 13 or the College would choose Option 1. To date, a response has not been received and the College has moved forward with the Option 1 schedule.

Per Article III, M, it is the responsibility of the Division Chair to make recommendations to the Dean in the hiring of adjuncts. Dr. Adnan Hamideh is the Business Division Chair and consequently has the authority to make hiring recommendations for Accounting, Business, Economics and Management departments.

Therefore, my answer to your grievance is to uphold the decision to move your office to Columbia Tech Center 248 and your schedule will be as outlined in Option 1 beginning winter quarter 2013.

Sincerely,

Tim S. Cook, Ed.D.
Vice President of Instruction

- C: ✓ Darcy Rourk, Human Resources
- Blake Bowers, Dean of BHS
- Kimberly Sullivan, AHE President
- Jason Borba, WEA



From: Bowers, Blake
Sent: Monday, December 03, 2012 6:10 PM
To: Lea, Jennifer
Cc: Hamideh, Adnan
Subject: RE: Craven's Draft Schedule for Spring

To All,
Submit for now. Upon Jim returning to contract status let him review for input prior to spring qtr student registration.
Thank you.
-Blake

From: Lea, Jennifer
Sent: Monday, December 03, 2012 2:07 PM
To: Bowers, Blake
Cc: Hamideh, Adnan
Subject: Craven's Draft Schedule for Spring

Blake,

Here is what Adnan and I have worked out for Jim's schedule during the Spring. This was developed after looking at the needs of the students in the Econ department. The deadline for us to submit the schedule revisions is this Thursday, but we didn't know if he should review this information.

Jim Craven

ECON& 201	1CT	5	TTh	10:30 – 12:50 pm	CTC 210
ECON& 202	1CT	5	TTh	1:00 – 3:20 pm	CTC 210
ECON& 202	2CT	5	MW	6:00 – 8:20 pm	CTC 210
GEOG& 207	1CT	5	MW	10:30 – 12:50 am	CTC 210

20

Thanks,
Jennifer
X2221

December 5, 2012

Dr. Tim Cook

Vice President of Instruction

Subject Stage II Grievance

Dr. Cook:

This is to acknowledge receiving today, December 5, 2012 your letter rejecting my grievance dated November 26, 2012 sent registered mail.

This is to give notice of right to move to Stage II as your letter was non-responsive and non-specific with respect to the serious issues I have raised and my reasons for them. You have given not one reason for this move except that you think you find language in the contract that says you need no reasons.

For the record in other venues, again you have arranged a meeting with Dr. Rourk to "accommodate" my new-found and limiting disabilities before you even had notice that I had received your letter, and before showing even one ounce of concern for my health and the welfare of my family and students. This is also without any discussion or inquiry as to my availability, the fact that I indicated I would file a grievance and had one pending when Dr. Rourk called a meeting that I did not even know the purpose of, and nothing had been given to me in writing by you or the union, and that you clearly did not care if there would be a grievance or what it would be about in any event. And the union apparently went right along with it stipulating before he even met me, Mr. Borba stipulates that it is only an "accommodation" meeting. No first you deal with the predicate according to the contract: Why am I ordered to move at the last minute, while being gone for a year, with ill health and a known whistle-blower against those ordering the move and with not one reason given for it except they think they can which apparently includes they also think they can control the union when it comes to Jim Craven.

Sort of like scheduling your hearing for only one hour to pre-set a time-limit on your "inquiry" against your own charges and complaint.

I would suggest to you and the union it would be smart for appearances sake, and in the spirit of trying to mitigate damages, that you wait until you have denied Stage II of the grievance before starting to move my office as it is really bad form, and making it so obvious when you pre-set the punishment even before the verdict, that is then given before the hearing, that then is used for the "investigation" that should have preceded it, in order to come up with the charges to fit the pre-determined punishment, that then helps to shape what complaint to get around filing or serving if at all. Just like out of Alice in Wonderland:

Chapter 12. Alice's Evidence:

In the meantime Alice has grown so much that she upsets the jury box when she gets up. She hastily tries to put them back in their places. She tells the King that she knows nothing about the stolen arts, which he considers very important. The White Rabbit has to correct him again.

Then the King reads from his notebook, stating that all persons more than a mile high must leave the court. Alice refuses to leave because she suspects that he made up this rule, and the King tells the jury to consider their verdict.

Then the White Rabbit brings in a letter, which serves as evidence. The letter contains a verse, written in someone else's handwriting, which clears up nothing at all. However, the King thinks that it is very important but Alice corrects him and explains the verse proves nothing. Eventually the King asks the jury for the third time to consider a verdict, and now the Queen contradicts him and says that there should be a sentence first and a verdict afterwards."

This of course is no different than arranging my replacements before the one Lauderhill hearing I got to determine if you were supposed to hire my replacements. Then you are supposed to have a fair and fair investigation with no conflicts of interest that takes place before the finding of any verdict. And you are supposed to have a separate phase for punishment assessment, allowing for mitigation, after the verdict not pre-set before it. And of course you are supposed to have a formal complaint before an investigation; and of course a process for assessing allegations before they become formal complaints. This is not a matter of my opinion, it is a matter of law and indeed what you will no doubt demand for yourself perhaps in other venues at other times.

Now this is what this and every other contract says and must say with respect to supposed "management rights and powers":

D. Conformity to Law

Any provision of this Agreement which is in conflict with any existing or future federal or state law or regulation of the State Board for Community and Technical Colleges (SBCTC) will become inoperative to the extent or duration of such conflict. Since it is not the intent of either party to violate such laws, it is agreed in the event of a conflict between any provisions of this Agreement and such federal or state law or regulation of the Washington SBCTC, the remainder of this Agreement will remain in full force and effect. The College and the Association agree to meet for the purpose of negotiating substitute provisions within thirty (30) days to replace those provisions in conflict with law or regulation

Now that is even in private-sector employment, but in employment for an Agency of the Government of the State of Washington, then a whole set of laws, responsibilities, yet also balancing rights, of a public employee take over and trump all management perks and powers when they conflict or even and especially when they intend to do so as in the case of deliberate depraved indifference, perjury and

other felonies. The history of Clark College and the long list of administrators, faculty and staff who thought they were their titles and supposed powers, above the law or best-common-sense-practices, only to leave in disgrace.

What kind of person does not care about right and wrong, moral or immoral, good for the students or bad for the students, lawful or unlawful, or even efficient or not efficient, but only what they think they have the power and find some language to do his will and of course get away with it? Generally such types are regarded as psychopaths or sociopaths. Because non-psychopath really wants power with no responsibility and accountability and vice-versa. No sane person wants only for themselves and not the same for others as they would want for themselves. The reason we have law and contracts is often the types of people who seek power are the ones who seek the usual P6 without corresponding accountability or responsibility unless of course they are on the demand side rather than supply side. None of them wants to fly with a pilot or get operated on by a physician who got his licenses and job through networking, faking it until he made it, dressing for success, cronyism, nepotism or use of public resources as payback for services rendered or ideological affiliation.

In public employment, we are mandated first and foremost to ask the basic question: "Is this legal and not only legal but is it right? Is this good for the students? Is this the best alternative? We do not get to ask how we feel personally. How is this move to CTC good for students? How is Dr. Hamideh not consulting with me even once on my schedule before imposing it on me at times I was not even available how does that help my students or his? How is that not only consistent with the Contract and the rights of every other person, but it is pure dereliction of duty per se and why I will exercise the right of recall petition in the Contract for Cause. Further, the Division Chair never is or was a management position; it is a faculty position to make sure that all faculty are consulted and working together.

K. Management Rights

Except for the limitations imposed by the specific provisions set forth in this Agreement, all

Management rights, powers, authority and functions, remain vested exclusively with the College. It

is expressly recognized that such rights, powers, authority and functions include the full and

Exclusive control, management and operation of the business and all other affairs of the College

Which are not specifically set forth in this Agreement. Furthermore, the College, at its discretion,

Reserves the right to establish, amend or modify policies and procedures *which do not alter this*

Agreement, provided that no bargaining unit working condition, enumerated in this Agreement or

not, may be modified without prior agreement with the Association

Everything you have summarily imposed is about working conditions, rights and responsibilities of a public employee. You have given no reason or rationale, and I have shifting attempts at one on tape with Dr. Rourk. Not you nor I nor anyone gets to use public resources and duties to

carry out and impose arbitrary and capricious "orders" without both organizational and legal rationale. And no union gets to waive my Contractual rights in absentia and not in writing.

You imposed a time to move without one notion of my availability or even legal authority for such an order given my status on disciplinary leave, given my known medical disabilities, and given that you had a whole year to try this and not wait to the last minute. You have no right to use nominal management powers to undermine the very contract and law you assert selectively and for your own protection. Not you or I or anyone has the right to use public resources for any purpose than education; not for cronyism, nepotism, payback for services rendered, extortion or any illicit purpose.

Further, I am as you well know a whistle-blower on what I believe to be serious felonies that I and you and everyone are mandated to respect. We are of course accountable, and should be, for the filing of charges in good-faith and only on the basis of credible evidence that demands further investigation as I have done:

Federal Crime Reporting Statute

http://www.defraudingamerica.com/title_18_usc_4.html

The federal offense of failure to disclose a felony, if coupled with some act concealing the felony, such as suppression of evidence, harboring or protecting the person performing the felony, intimidation or harming a witness, or any other act designed to conceal from authorities the fact that a crime has been committed.

Title 18 U.S.C. § 4. Misprision of felony. Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.

A federal judge, or any other government official, is required as part of the judge's mandatory administrative duties, to receive any offer of information of a federal crime. If that judge blocks such report, that block is a felony under related obstruction of justice statutes, and constitutes a serious offense.

Upon receiving such information, the judge is then required to make it known to a government law enforcement body that is not themselves involved in the federal crime.

Misprision of a Felony

Misprision of a felony is the offense of failure to inform government authorities of a felony that a person knows about. A person commits the crime of misprision of a felony if that person:

- Knows of a federal crime that the person has witnessed or that has come to the person's attention, or failed to prevent.
- Fails to report it to a federal judge or other federal official (who is not themselves involved in

the crime).

*Another Federal Statute for Forcing a
Federal Officer to Perform a Mandatory Duty*

Another federal statute exists for reporting high-level corruption in government:

Title 28 U.S.C. § 1361. Action to compel an officer of the United States to perform his duty. The district courts shall have original jurisdiction of any action in the nature of mandamus to compel an officer or employee of the United States or any agency thereof to perform a duty owed to the plaintiff.

This federal statute permits any citizen to file a lawsuit in the federal courts to obtain a court order requiring a federal official to perform a mandatory duty and to halt unlawful acts. This statute is Title 28 U.S.C. § 1361.

These two statutes are among the most powerful tools in the hands of the people, even a single person, to report corrupt and criminal activities by federal officials—including federal judges—and to circumvent the blocks by those in key positions in the three branches of government. That statute was also repeatedly blocked by federal judges and Justices of the U.S. Supreme Court.

That is some of the duty of every public employee. And the law also recognizes that no one goes after whistle-blowers up-front and without pretext although it appears that some at Clark College have come close. For example in RCW that binds us all there is a recognition that management that practices reprisals under pretexts of narrow Contract language interpretations, or practice other forms of reprisals and isolation in the workplace, do so with the same usual bag of tricks and pretexts:

18 USC Article I Chapter 13 Part 241 (Conspiracy against Rights)

And Part 242 (Conspiracy against Rights under Color of Law).....

(1) Any person who is a whistleblower, as defined in RCW 42.40.020, and who has been subjected to workplace reprisal or retaliatory action is presumed to have established a cause of action for the remedies provided under chapter 49.60 RCW. For the purpose of this section "reprisal or retaliatory action" means but is not limited to any of the following:

- (a) Denial of adequate staff to perform duties;*
- (b) Frequent staff changes;*
- (c) Frequent and undesirable office changes;*
- (d) Refusal to assign meaningful work;*
- & amp; amp; amp; lt; BR> (e) Unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations;*
- (f) Demotion;*
- (g) Reduction in pay;*
- (h) Denial of promotion;*
- (i) Suspension;*
- (j) Dismissal;*
- (k) Denial of employment;*

(l) A supervisor or superior encouraging coworkers to behave in a hostile manner toward the whistleblower; and
(m) A change in the physical location of the employee's workplace or a change in the basic nature of the employee's job, if either are in opposition to the employee's expressed wish.

(2) The agency presumed to have taken retaliatory action under subsection (1) of this section may rebut that presumption by proving by a preponderance of the evidence that the agency action or actions were justified by reasons unrelated to the employee's status as a whistleblower.

(3) Nothing in this section prohibits an agency from making any decision exercising its authority to terminate, suspend, or discipline an employee who engages in workplace reprisal or retaliatory action against a whistleblower. However, the agency also shall implement any order under chapter 49.60 RCW (other than an order of suspension if the agency has terminated the retaliator).

[1999 c 283 § 1; 1992 c 118 § 3; 1989 c 284 § 4; 1982 c 208 § 5.]

42.40.035 <> 42.40.050

Title 18, U.S.C., Section 241

Conspiracy against Rights

This statute makes it unlawful for two or more persons to conspire to injure, oppress, threaten, or intimidate any person of any state, territory or district in the free exercise or enjoyment of any right or privilege secured to him/her by the Constitution or the laws of the United States, (or because of his/her having exercised the same).

It further makes it unlawful for two or more persons to go in disguise on the highway or on the premises of another with the intent to prevent or hinder his/her free exercise or enjoyment of any rights so secured.

Punishment varies from a fine or imprisonment of up to ten years, or both; and if death results, or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title or imprisoned for any term of years, or for life, or may be sentenced to death.

Title 18, U.S.C., Section 242

Deprivation of Rights Under Color of Law

This statute makes it a crime for any person acting under color of law, statute, ordinance, regulation, or custom to willfully deprive or cause to be deprived from any person those rights, privileges, or immunities secured or protected by the Constitution and laws of the U.S.

This law further prohibits a person acting under color of law, statute, ordinance, regulation or custom to willfully subject or cause to be subjected any person to different punishments, pains,

or penalties, than those prescribed for punishment of citizens on account of such person being an alien or by reason of his/her color or race.

Acts under "color of any law" include acts not only done by federal, state, or local officials within the bounds or limits of their lawful authority, but also acts done without and beyond the bounds of their lawful authority; provided that, in order for unlawful acts of any official to be done under "color of any law," the unlawful acts must be done while such official is purporting or pretending to act in the performance of his/her official duties. This definition includes, in addition to law enforcement officials, individuals such as Mayors, Council persons, Judges, Nursing Home Proprietors, Security Guards, etc., persons who are bound by laws, statutes ordinances, or customs.

Punishment varies from a fine or imprisonment of up to one year, or both, and if bodily injury results or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire shall be fined or imprisoned up to ten years or both, and if death results, or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death.

That is why all contracts no matter what they specify, mandate standardization so that megalomaniacs cannot practice selective, arbitrary, discriminatory, marginalizing, demonizing orders to some that would never be given to others:

L. Maintenance of Standards

This Agreement cannot be modified without mutual agreement. The College will not change any Policy or procedure directly relating to any provision of the Agreement or other mandatory subject

Of bargaining without first consulting with, and, if appropriate, negotiating with, the Association.

It does not matter what you, me or Dr. Hamideh wants or prefers or what you think is "allowable" or what you think you can get away with in the Contract. It only matters what others get in every other unit (standardization and no disparate or discriminatory treatment), law (no discrimination on the basis of age, gender, sexual preference, disability, race, ethnicity or creed) and the needs of the students and the institution—that I have been serially denied by you, Dr. Hamideh and others acting clearly in concert and coordination: 1. consultation prior to scheduling and preference based on seniority unless negotiated; 2. vetting of all adjuncts by those most qualified and indeed qualified to do so; 3. Respect for home and other needs in scheduling; 4. Assignment of courses based both on preferences with minimum and demonstrated expertise to teach; 5. Working with others to share skills, testing modalities and ideas and other forms of collaboration in the interests of the students; 6. Recognition of professional standing and accomplishments—especially when the College takes credit for my accomplishments and standing in some venues while disrespecting them in other venues and by individuals whose

own resumes by their own admission not mine, would not make a footnote on my resume.

So when you talk to me about the duties of a Division Chair, I was on the AHE Senate when the position was drafted and involved in the original intentions of the position as a bulwark against administrators who have never been real teachers, or administrators who want some of their buddies and relatives hired and do not care if the students get the best we have not the scraps and worse. And I did the position a lot longer than Dr. Hamideh and with his votes and strong support for a long time. I never mixed personal animosities or ideology into my responsibilities although I clearly made some errors. I never scheduled anyone without consultation and trying my best to get their preferences. I never once presumed to vet for technical competence in any areas outside of my discipline—not even in Business although I have taught MBAs, and certainly not in Accounting because it would be pure arrogance and dereliction of duty and seriously harmful to the students and the institution if I did as has been done. I never once used employment as patronage and never created or scheduled a course to create employment with regard to student needs or future load and scheduling problems. I did always what I truly thought was right and that would serve the students and the institution, just as I am doing now laying a paper trail of specificity in my evidence and reasoning that you have never once given and about which you no doubt will be asked in detail and under oath later because your machinations will bring more lawsuits and those who operated with your apparent modus operandi and lack of awareness of how it will appear in venues you cannot control did the same.

But again, it is not simply a matter of my opinion that Dr. Hamideh has manifested more than enough proclivities and done enough Contract-violating and I believe criminal acts, to justify the re-call election that the Contract allows and law might well demand. It is in the official position of WEA-AHE in the brief by Lisa Lewison, submitted under penalty of perjury that was never addressed or refuted on the issue of the contrived and illegal Division Chair election and loss of stipend while on medical leave:

“The Collective Bargaining Agreement (Article III. Personnel, I.) Division Chairs provides clear and unambiguous language delineating the process by which a Division Chair is elected. Mr. Kotsakis, contrary to the Collective Bargaining Agreement, inserted himself in the Division Chair election process which resulted in Mr. Craven losing the Division Chair position, wages, and associated benefits. As a result, Professor Adnan Hamideh was elected Division Chair.

Clearly the College failed to comply with the Collective Bargaining Agreement (Article III. Personnel, A. #5) which states “Any complaint not called to the attention of the faculty member within ten (10) contracted days of notice to the College, may not be used as the basis for any disciplinary action against a faculty member.” Prior to April 27, 2009, Mr. Craven had received no communication from the College that there was any concern regarding a February 8, 2009 email.

The April 27th, 2009 letter said in part, “this is to advise you that the College has received a complaint from Adnan Hamideh regarding the emails of April 20th, February 6 and February 8, 2009.” This was shown to be untrue through the cross-examination of Mr. Hamideh and Ms. Golder. No complaint was filed regarding the February 6th or 8th emails; the only complaint filed was in regard to an April 20th email sent from Mr. Craven to Mr. Hamideh. “

This is of course all discoverable and will be by any students or their families suing the College for malpractice or some other offense like bogus credentials and a lot more will be discovered that directly impact upon my own conditions of work ability to serve my students, my health and productivity, my longevity and the like and it will be proved in other venues. But my credentials, yours, Dr. Hamideh's are not a matter of opinion alone and certainly not a matter of your own notions of some power to grant credentials in areas in which you have none. My credentials are not just a matter of my opinion or even of how favorably or unfavorably they are portrayed by the College for their own purposes. They are also a matter of legal fact. For example, I am Court-certified in King County Superior Court as an Expert Witness as an Economist that is legal fact. It is also a legal fact because of the criteria in terms of formal and informal training and peer-reviewed publications and the like, none of which anyone in Economics has, certainly not Dr. Hamideh, not even close by his own words, and thus he and you are leaving the College wide-open for litigation and even criminal probes when you clearly do not seek, get and are not qualified to vet, the best and at least minimally qualified candidates to teach Economics or any subject. This is an Agency of the Government of the State of Washington, it is not a country club, the Rotary, some cult, or a little Army barracks. It is a crime to use public resources for personal agenda and payback. It is a crime for all these adjuncts to refuse to even meet me as that involves not only arrogance and contempt as none of them as anything close to my experience, but it is a crime not to use the best available resources due to personal infantilism, malice, animosity and lack of professionalism.

Dr. Hamideh called into question his fitness to teach and level of economics as well as his fitness to be called any kind of "educator" or "leader" of anything when he made the statement both witnesses and shocked at the time Gerry Smith and John Fite, that he found it "Ironic" that the same courses I teach—accounting, statistics and economics are the very courses I had no interest in and barely passed with C's in my MBA program. Both John and Gerry said they were also troubled by that statement. I was bothered by the contempt for the needs of the students as he never once, like John Fite, asked me to mentor him in economics and whatever he thinks of me now. He could never come close to my preparation in Economics or Political Economy and that he would encourage these adjuncts to stay away from me, and that you and Bob Knight and the others would engineer this move and isolation with no concern for my health or my family or my service to the College, speaks volumes on your own mentality, intentions, biases, animus, malice and fitness to hold the position you hold. There is no reason or justification for the past and present course loads, staffing and number of courses in my opinion other than pure patronage and trading in public employment and that includes the presence of former Dean Kotsakis whose resignation was not rescinded but appears to be kept around to provide medical coverage for him and his wife. But it is also a crime if it can be shown that he is not qualified or much better candidates were not selected as again no one's credentials are merely a matter of opinion legally.

Your letters came with no mention of pay while ordering me to clear my office on the days summarily dictated with no concern for my availability medically or in terms or commitments to earn income later. The fact that you try to make now "accommodations" now, after the fact of reckless disregard for my health, seniority (yes covered in the Contract under Standardization), the needs of the students, my own credentials, only shows the recklessness, animus, malice and mens rea in the first and second letters signed but I do not believe written by Dean Bowers and in this letter I am addressing. When I showed the letter to some friends one of them picked up on the threat to toss my office if not clear by a certain date. And the first letter written October 17, 2012 by Dean Bowers, summarily imposing courses at 8 am and schedules over two quarters I was not consulted on once, I did not receive until October 24, 2012 sent registered mail; the second letter, summarily imposing one alternative or the original option, was sent snail mail on November 6, 2012, I received it only on November 12, 2012 the date before I was ordered to start moving with no legal authority, no reason or rationale, only your arbitrary and capricious whims that will be the subject of future venues for sure.

Now we go to Stage II where Mr. Knight, who, like you and the others is the subject of formal criminal complaint for which I am legally responsible, and should be, and thus have laid out the evidentiary basis

for my beliefs and actions based on my understanding of the law. But here again, we cannot count on Mr. Knight recusing himself as a matter of pure honor because according to the sworn and un-rebutted testimonies of Dr. Marcia Roi and Ms. Lynn Davidson as recounted by Lisa Lewison of WEA who was present:

WEA-Riverside Director Lynn Davidson and AHE President, Dr. Marcia Roi testified to a labor management meeting they attended with President Bob Knight and Vice President Rassoul Dastmozd on Friday, November 9, 2007. AHE President Roi testified she told President Knight there was a "...morale problem on the campus." President Knight responded *"There is not a morale problem; morale will improve when we get rid of Professor Craven."* This was never refuted by management in the hearing. Ms. Davidson testified she was "shocked" President Bob Knight would say something like this to union representatives, and based on her expertise was troubled because his statements showed the union *"should expect animosity by the President and the College in future dealings" related to Mr. Craven.*

This testimony of Dr. Marcia Roi and Ms. Lynn Davidson, at the arbitration hearing subsequent to the ESD appeal hearing with ALJ Knutson, directly contradicts the sworn testimony of President Knight that he never made nor would ever make the statement *"There is not a morale problem; morale will improve when we 'get rid' of Professor Craven"*

By the way, is "when we 'get rid of' Professor Craven an example of really hostile, threatening, abusive speech and writing especially in the context of someone with known and serious medical disabilities? How about I do not want to have anything to do with that Indian guy as admitted by Mr. Bayer whom I have never met?

How will the fact that there are a bunch of adjuncts in economics that I have never met, vetted, exchanged notes and tests fly in courts and in various investigations and depositions? How will students gain that these adjuncts have shared nothing with me as to what they do in their classes nor shown any interest in what I do and that is when Mr. Knight's and John Fite's own sons praised my teaching or so I was told by John Fite? What does this say about their fitness to hold the positions of trust that all teachers hold, Dr. Hamideh's fitness or your own? This will be explored in various venues but meanwhile you and Dr. Hamideh and this little group, manifesting animus and malice from people I do not even know what they look like, are interfering with my own professional responsibilities and duties, against the interests of the students and the institution and the law itself, and you are doing with public resources and jobs that are not yours to play within not only my opinion but those of many who are watching this place.

But here is Bob Knight's sworn testimony and he is the next stage in Stage II of this what appears to many who are watching this and other cases closely to be Kabuki theater:

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MR. KNIGHT: Yes.

MS. KERR: Is President still there?

MR. KNIGHT: Yes.

JUDGE KNUTSON: He is.

MS. KERR: Okay.

JUDGE KNUTSON: Mr. Knight, testimony is under oath.
Could you please solemnly swear to tell the truth, the whole truth, and
nothing but the truth?

MR. KNIGHT: I do.

(Robert Knight is duly sworn.)

ROBERT KNIGHT, having been first duly sworn on oath,
testified as follows:

JUDGE KNUTSON: For the record state your name and
your position with the College.

MR. KNIGHT: My name's Robert Knight, K-N-I-G-H-T.
I'm the President of the College.

JUDGE KNUTSON: Okay. Your question, Ms. Kerr?

DIRECT EXAMINATION

BY MS. KERR:

Q How long have you been the President of the College?

A I've been the President for nearly three years now. And before that I was
interim president for almost a year.

Q Okay. You (unintelligible) you didn't hear the Claimant give testimony. Part

1 of his testimony was that at some point you told other people that the morale
2 of the school would be much better if you could get rid of Mr. Craven. Do
3 you recall making any such statement?

4 A No, I do not.

5 Q Would you ever make that kind of a statement about one of your
6 professors?

7 A No, I would not.

8 Q And do you know where he may have had that impression?

9 A Well, when I heard the testimony he alleges that two other people heard it,
10 two union officials heard it. And it's on tape. I would love to see the tape as
11 part of evidence, or something. But that's where I'm assuming he heard it.
12 He said he heard it.

13 Q Okay. Thank you very much. That's the only question that I had.

14 A Thank you.

15 JUDGE KNUTSON: Mr. Craven?

16 CROSS EXAMINATION

17 BY MR. CRAVEN:

18 Q Did I ask you about this twice in two different meetings about that
19 statement?

20 A Uh, Professor Craven, I remember it once in I think the step 2 grievance.
21 And, actually, I was acting as the judge. When you did ask the question you
22 (unintelligible) it wasn't my position to respond. You were making your
23 argument. I was the judge. I was just listening to it. You did answer -- it
24 wasn't my position to respond to anything that you questioned. I was just
25 trying to take down the facts from the administration and from you. So I did

1 not respond.
2 Q (Unintelligible). You were also asked that same question by me.
3 A Can you tell me what meeting that was, please?
4 Q That was the meeting on the -- on the -- the, uh -- and I'm blanking out now --
5 the one before our stage 2 grievance meeting where Lisa and Marcia were
6 also present. It's on another grievance issue.
7 A It was probably -- if you said I don't recall, if you can give me the date that
8 grievance was, probably same situation, I was acting as the judge, I don't
9 respond to the questions, I'm just hearing both sides. And so I try
10 acting neutral -- I'm acting neutral there. And so if you did make the
11 statement I probably did not respond.
12 Q Were you present at that meeting when I asked Dr. Dastmord to explain
13 the April 26th letter by Marcia Rot and the characterizations against him in
14 it?
15 A I don't recall -- what meeting are you specifically talking about?
16 Q The grievance hearing.
17 A What date was that?
18 Q The stage 2 grievance.
19 JUDGE KNUTSON: This was after your suspension for
20 two quarters?
21 MR. CRAVEN: Yes.
22 A When we ran out of time in that meeting there?
23 Q That's right.
24 A And what was your question again, please?
25 Q My question was, did you hear me directly ask Dr. Dastmord to explain.

1 the April 20, 2008 letter by Mairca Roi where she detailed what she called
2 lies and (unintelligible) on his part and extreme animus against me? You
3 read that letter, I know you've read it.
4 A Yeah. I wouldn't dispute that you asked that question.
5 Q Okay. Were you also present when I asked Dean Kotsakis to explain the
6 (unintelligible) discrepancies between his two letters? The certainty in
7 one and the vagueness in the other?
8 A I can't dispute that. I don't recall, but I'm not saying you didn't ask that
9 question.
10 Q But your statement is that you did not make that statement to --
11 A Oh, yes, (unintelligible) --
12 Q -- Mairca Roi and to Lynn Davidson?
13 A That -- that --
14 Q That they have recorded --
15 JUDGE KNUTSON: Wait, wait. He's asked the question, now
16 let him answer it.
17 A Yes. I did not make that statement that you allege that the morale would
18 improve at the College if you were no longer here.
19 Q Okay. Well, I have the tape.
20 JUDGE KNUTSON: And you've submitted it. Any other
21 questions?
22 MR. GRAVEN: Um, no, Your Honor.
23 JUDGE KNUTSON: Anything else, Ms. Kerr?
24 MS. KERR: No.
25 JUDGE KNUTSON: Okay. On discharge those are the

So right there we have direct conflicts of interest especially as this and some other issues have gone to law enforcement and the Courts as perjury is not only a major felony, but it is a compound felony in the sense that it begets other felonies like Obstruction of Justice, Misconduct of a Public Employee, Filing a False Report by a Public Employee, and host of others such as 18 USC § 241 – CONSPIRACY AGAINST RIGHTS; Title 18, U.S.C., Section 242 dealing with Deprivation of Rights Under Color of Law; And in the context of the present issues then:

(1) A person is guilty of trading in public office if:

(a) He offers, confers, or agrees to confer any pecuniary benefit upon a public servant pursuant to an agreement or understanding that such actor will or may be appointed to a public office; or

(b) Being a public servant, he requests, accepts, or agrees to accept any pecuniary benefit from another person pursuant to an agreement or understanding that such person will or may be appointed to a public office.

(2) Trading in public office is a class C felony.

RCW 9A.68.050

Trading in special influence.

(1) A person is guilty of trading in special influence if:

(a) He offers, confers, or agrees to confer any pecuniary benefit upon another person pursuant to an agreement or understanding that such other person will offer or confer a benefit upon a public servant or procure another to do so with intent thereby to secure or attempt to secure a particular result in a particular matter; or

(b) He requests, accepts, or agrees to accept any pecuniary benefit pursuant to an agreement or understanding that he will offer or confer a benefit upon a public servant or procure another to do so with intent thereby to secure or attempt to secure a particular result in a particular matter.

Thus you appear to be arbitrarily and capriciously with no real legal authority, no citation of any provision of the Contract that allows you to give disparate and discriminatory treatment that none others get just making the same assertions as if your title is all you need in public employment. You have given no reason for the move, why now, why not arranged long ago. You have given no reason why my objections, and the actual reports of your own investigators of Atkinson and Bayer and his and her comments on their veracity and competence in the discipline, would or could allow you to have them retained and even given unprecedented course loads that no other adjuncts are given unless it is pure trading in public employment; same with Kotsakis hanging around. And all of this is what I believe is really behind this move at this time with total contempt for a resume in economics and as an educator you could not come close to as I have seen your resume and other background materials. The point is your title does not confer any power or right under law, under best practices, under the directives of State Board to pass on academic discipline specific credentials in disciplines in which you have none; nor to ignore those who do have credentials you do not have and that the students have a right to no matter

your own personal proclivities. Here are the College's own investigators on Bayer and Atkinson:



MEMORANDUM

December 15, 2009

To: Mr. Robert Knight, President
Dr. Russel Dastmooz, Vice President of Instruction

CC: ✓ Professor James Craven/Omahkshideayo (roy)
Mr. John Bayer
Mr. Ted Kossek, Dean of Business and Technology

From: Leash Johnson, Director for Equity and Diversity

RE: Letter of Finding—Investigation of complaint by Professor James Craven against Instructor, Mr. John Bayer

Background

Professor of Economics, James Craven, issued a written complaint to the Office for Equity and Diversity regarding statements allegedly made by Mr. John Bayer, an adjunct instructor in Economics. The complaints were reported to him by Economics Tenure Track instructor, Mr. John Pae. Professor Craven indicated in his letter dated October 20, 2009 that Mr. Pae told him that Mr. Bayer said "I do not want to have to work with that Indian guy."

Professor Craven raised a number of other issues relating to faculty vetting processes at the college and concerns that he has been subjected to conditions that constitute a hostile work environment. Professor Craven provided additional documentation relating to the latter concerns dating back to 1997. The documentation was reviewed and it was discovered that Professor Craven named multiple members of the college community as alleged conspirators to defame and marginalize him. Named by Professor Craven were individuals responsible for conducting investigations at Clark College, including Associate Vice President of Human Resources, Nadine Golder, and Leash Johnson, Director for Equity and Diversity. For this reason, this investigation and report have been intentionally limited to the alleged comment by Mr. Bayer.

A later section in this report provides a recommendation on avenues to address Professor Craven's allegations of hostile work environment.

Issues and Allegations

Professor Craven alleged "defamation, racism, marginalization, demonization and hostile work environment." He cited, as documentation or proof, the comment that Mr. Bayer allegedly relayed to

Mr. Fite. According to Professor Craven that comment was conveyed as "I do not want to have to work with that Indian guy." Clark College policy prohibits discrimination and harassment on the basis of race, national origin, sex, age, creed, physical, sensory or mental disability, religion, color, disabled veteran status, honorably discharged veteran status, sexual orientation, gender identity, gender expression, Vietnam-era veteran status, marital status, and political affiliation. Based upon this policy Professor Craven's claim relates to race.

Professor Craven indicated that he was speaking with Mr. John Fite approximately three weeks prior to the date of his complaint, about duties and responsibilities in the Economics Department. According to the Professor, Mr. Fite told him that a new instructor had been hired to teach Economics 101. Professor Craven inquired as to who had vetted this instructor for this position and indicated that he thought that Mr. Fite was not qualified to vet an adjunct since he was not tenured. Professor Craven said that he said to Mr. Fite something to the effect of "Who is this guy?" Mr. Fite responded that it was Mr. Bayer and also said that Mr. Bayer had told Mr. Fite, "I don't want to have anything to do with that Indian guy."

Professor Craven said that he was shocked by the statement, indicating that he did not even know Mr. Bayer. Professor Craven said that Mr. Fite conveyed that Mr. Bayer had two phone conversations with Professor Craven, prior to Mr. Bayer being hired by the college, which did not go well. Professor Craven said that he did not recall any phone conversation with Mr. Bayer, regarding the remark. Professor Craven characterized it as "cold" and posed the question, "Is that what he thinks of me?" Professor Craven indicated that he is a resource to the Economics Department and that interaction with him is necessary to function in the department. He also added that he did not understand how an adjunct would feel as if he had enough clout to say something about a tenured professor. Professor Craven pointed to an explanation that Mr. Bayer's comment "it's a pattern," referring to a "concentrated conspiracy" to marginalize and demonize him.

Respondent Account:

Mr. Bayer indicated that he did have a conversation with Mr. Fite that included mention of Professor Craven. He also indicated that he had a telephone conversation with Professor Craven possibly in the spring of 2007 which was prior to Mr. Bayer's being hired as an adjunct in the Economics Department in 2008. Mr. Bayer characterized the phone conversation with Professor Craven as "awkward and disrespectful." He said there was tension in the conversation and that the tone and tenor of the conversation surprised him.

Regarding discussions about Professor Craven between Mr. Fite and Mr. Bayer, Mr. Bayer said that he was in a conversation with Mr. Fite in the context of department related business. In the course of the conversation Mr. Bayer said that he asked about Professor Craven, but that he did not recall his name. According to Mr. Bayer he therefore asked Mr. Fite something to the effect "How is the Blackfoot fellow?" Mr. Bayer said that he recalled from the previous conversation with Professor Craven that he identified himself as Blackfoot. Mr. Bayer said that it was not his intent for the inquiry to be malicious, yet understands that words can be harmful to people.

Mr. Bayer cited that he brought up Professor Craven in subsequent conversations with Mr. Fite. Mr. Bayer said that he was concerned about Professor Craven potentially evaluating his class. This concern was based upon his perceptions of the negative tone of the previous phone conversation. Mr. Bayer said that he asked Mr. Fite on several occasions that Professor Craven not be one of Mr. Bayer's peer evaluators in the classroom.

Mr. Bayer said that he never said to Mr. Fite, "I do not want to have to work that Indian guy."

Witness Interviews

Mr. Fite indicated that Mr. Bayer did make references to Professor Craven in conversations with him. He also said that he relayed information about conversations with Mr. Bayer to Professor Craven.

Mr. Fite stated that on an occasion after Mr. Bayer had started teaching at Clark College, Mr. Bayer asked Mr. Fite something to the effect, "Is that Indian guy still around?" He did not recall the exact words used and indicated that he did not think it was pejorative. Mr. Fite said that he and Mr. Bayer were speaking at a later date, approximately fall 2009, when peer evaluations were to be underway. In the course of that conversation Mr. Bayer told Mr. Fite that he would rather not have to deal with Professor Craven; that he did not want Professor Craven to evaluate his class. Mr. Fite recalled that at this time Mr. Bayer referred to Professor Craven by name. Mr. Fite clarified that these comments represented two different conversations; one where Mr. Bayer made reference to Professor Craven asking about him by using the phrase "that Indian guy." The other conversation Mr. Fite said, was where Mr. Bayer said that he did not want to have to deal with him, meaning Professor Craven.

According to Mr. Fite, he was having lunch with Professor Craven, where they discussed scheduling at the Clark College Columbia Tech Center. In the course of that conversation, Mr. Fite said they discussed that an adjunct had been hired. According to Mr. Fite, when Professor Craven inquired as to who was hired, Mr. Fite replied that it was Mr. John Bayer and that Mr. Bayer had said to Mr. Fite that "he didn't really want to have to deal with that Indian guy." Mr. Fite acknowledged that when reporting to Professor Craven what Mr. Bayer had said, he combined the comments from two different conversations into that one comment, admitting that Mr. Bayer never made one comment where he first referred to Professor Craven as the "Indian guy," and said that he did not want to work with him.

Conclusion

Mr. Bayer admits that he made reference to the ethnicity of Professor Craven and that in a separate conversation he said that he did not want Professor Craven to serve as one of his class evaluators. Mr. Bayer claims that he never said, "I didn't want to have anything to do with that Indian guy." Mr. Fite's statements support this claim in that he admitted to combining two separate conversations between Mr. Bayer and himself and reported them as one to Professor Craven.

Professor Craven was told by Mr. Fite that Mr. Bayer said that he "didn't really want to deal with that Indian guy," leading Professor Craven to have concern enough to file a complaint. This concern was warranted given that he believed that statement to have been made by Mr. Bayer.

While this report concludes that Mr. Bayer did not make the aforementioned statement in its entirety as told to Professor Craven, he did potentially demonstrate disregard for Professor Craven. Mr. Bayer said that it was not his intent to be malicious, but that he understands that words can be harmful to people. Due to the legacy of racism and discrimination using one's ethnicity as a descriptor can be loaded and can be harmful. Professor Craven did indeed feel harmed by reference to his ethnicity, albeit the information provided to the professor was inaccurate based upon this investigation.

The statements by Mr. Bayer did not violate the college policy on discrimination and harassment, but they did disrespect Professor Craven.

Recommendations

This report will be referred to Vice President of Instruction, Dr. Bassouf Desnozes for consideration of appropriate action.

As noted in this report, the report and recommendations only address Professor Craven's concerns regarding Mr. Bayer. If Professor Craven wishes to pursue his claims regarding the alleged pattern of hostile work environment, Professor Craven should contact the Equal Employment Opportunity Commission or the Washington State Human Rights Commission.



MEMORANDUM

TO: Human Resources, Clark College
FROM: John Fite, Professor of Economics
DATE: June 14, 2011
RE: Availability during Fall Quarter 2011

To meet my assigned responsibilities, I propose the following schedule of work days during Fall Quarter of 2011. I would be on campus from 7:30 am until 4:00 pm on each of the following days:

September 29	October 31	November 30
September 30	November 1	December 1
October 1	November 2	December 2

The time would be allocated to meet the following requirements, plus others, as assigned.

1. Preparation for the Business Administration Advisory Committee meetings. This committee is scheduled to meet on October 19, 2011. I am the assigned faculty member for planning and coordinating the advisory meeting.
2. Update syllabus and lesson plans for Introduction to the Global Economy (ECON 110). This is a highly revised course offered with a global focus and is an alternative to ECON 101. The course description and preliminary syllabus was approved by the Curriculum Committee on November 28, 2010. Winter 2012 will be the first offering of the course. The syllabus must be updated, lecture content finalized, and assessment validated.
3. Revise syllabi and lecture content to accommodate the new textbook for ECON& 201 & 202. This month, after extensive negotiations, the Economics Department selected *Economics* by Krugman and Wells (Worth Publishing), as the primary text for ECON& 201 & 202. The Clark College Bookstore can sell it for approximately \$110.00. This is much cheaper than comparable alternatives. The approach is somewhat different from our current text. Syllabi, lessons, and lecture plans must be revised accordingly.

While the above tasks will require additional time, the offered schedule will provide guaranteed opportunities for coordination within the Business Division throughout the Fall Quarter. Times may be revised at the discretion of the Department Head or Division Chair.

1st Endorsement
Jim Craven
Economics Department Head

2nd Endorsement
Adnan Hamidah
Business Division Chair

3rd Endorsement
Ted Kotsakis
Dean, Business & Technologies

Clark College *The Next Step*

RCW 42.20.070

Misappropriation and falsification of accounts by public officer.



February 18, 2009

Jim Craven
8002 NE Highway 99 #162
Vancouver, WA 98665-8613

Dear Professor Craven:

This is in response to some of the questions you raise by email dated February 8, 2009 at 5:10 pm. You address this email to numerous people and address me specifically within the email. I am responding to the topics as noted below:

PERC notice and posting: the posting of the PERC notices under the jurisdiction of PERC and has been resolved by PERC. The College has complied with the PERC order.

Demand for a statement from Ms. Lemmond: once again this issue was under the jurisdiction of PERC and has been resolved. In regards to your request for a tape of Ms. Lemmond's submission to Ms. Rodé, Ms. Lemmond's statement was not taped.

Adjunct Hiring Practices: Adjunct faculty are hired through the respective departments. The departments determine if they require resumes and transcripts. Human Resources requires an application, I-9, W-4 and work force profile and we maintain records of those documents in Human Resources. I understand from Dean Kotsakis that the adjunct faculty you reference were vetted by full-time faculty in the department.

February 12, 2001 email from Elaine Kim: This information is not relevant to current matters and I consider your continual publication of this information to be harassment.

Katrina Collier
Associate Vice President of Human Resources

C: Ted Kotsakis
Rassoul Dastmooz
Robert Knight

Clark College

1933 Park Vancouver Way | Vancouver, WA 98665-3798 | 360-699-1222 | www.clark.edu

Memo for Record

From: John Pitts, Professor of Economics

Date: 11 June 13

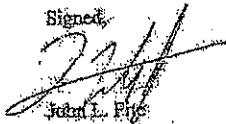
Subject: Conversations with Adjunct Professor Julie Lemmond concerning Professor James Craven

1. In 2009 I had two conversations with Ms. Lemmond shortly before adverse action was taken against Mr. Craven. The juxtaposition of the conversations and adverse action suggests a connection beyond coincidence.

2. In the first case, Mr. Craven had gained employment at Portland State University. In a casual conversation, I mentioned this to Ms. Lemmond. Immediately thereafter, PSU made additional calls to Clark College and Mr. Craven's employment was withdrawn.

3. In the second case, Mr. Craven had been awarded unemployment compensation by the State of Washington for the time he would be on leave without pay. The award had been made without objection by Clark College. In response to a question from Ms. Lemmond about Mr. Craven, I informed her of the state award. Immediately thereafter, Clark College objected to the award of unemployment compensation. The college's objection was upheld by an administrative law judge.

Signed:



John L. Pitts

RCW 49.44.010

Blacklisting — Penalty.

Every person in this state who shall willfully and maliciously, send or deliver, or make or cause to be made, for the purpose of being delivered or sent or part with the possession of any paper, letter or writing, with or without name signed thereto, or signed with a fictitious name, or with any letter, mark or other designation, or publish or cause to be published any statement for the purpose of preventing any other person from obtaining employment in this state or elsewhere, and every person who shall willfully and maliciously "blacklist" or cause to be "blacklisted" any person or persons, by writing, printing or publishing, or causing the same to be done, the name, or mark, or designation representing the name of any person in any paper, pamphlet, circular or book, together with any statement concerning persons so named, or publish or cause to be published that any person is a member of any secret organization, for the purpose of preventing such person from securing employment, or who shall willfully and maliciously make or issue any statement or paper that will tend to influence or prejudice the mind of any employer against the person of such person seeking employment, or any person who shall do any of the things mentioned in this section for the purpose of causing the discharge of any person employed by any railroad or other company, corporation, individual or individuals, shall, on conviction thereof, be adjudged guilty of misdemeanor and punished by a fine of not less than one hundred dollars nor more than one thousand dollars, or by imprisonment in the county jail for not less than ninety days nor more than three hundred sixty-four days, or by both such fine and imprisonment. [2011 c 96 § 42; 1899 c 23 § 1; RRS § 7599.]

Notes:

Findings — Intent — 2011 c 96: See note following RCW 9A.20.021.



January 28, 2011

James Craven

Dear Professor Craven,

In December of 2009, a complaint was filed against you. The investigation of that complaint was delayed until fall 2010 when you returned to the college from an absence.

The finding of the investigator was that there was no substantial violation of Contract Article VI (A) (5) or Appendix C, Section (A) (4), which were the applicable prohibitions related to the complaint. I have attached a copy of the investigation report that the College received.

The College considers this issue to be resolved.

Please let me know if you have any questions.

Sincerely,

Darcy Rourke, Associate Vice President for Human Resources

Clark College

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November 19, 2010

INVESTIGATIVE REPORT

Atkinson v Clark College

Clark College (Respondent or the College) received a letter of complaint dated December 7, 2009 (Exhibit) from Patricia Atkinson (Complainant), currently employed by Respondent as a full time contract Adjunct Instructor of Economics. The complaint contains allegations regarding certain behavior by James Craven, a professor of Economics, who is employed by the College. A copy of the complaint was provided to Mr. Craven on September 17, 2010.

Allegations:

Ms. Atkinson's complaint alleges that James Craven, a tenured professor of Economics and department head, in a conversation on November 23, 2009, told her that he would sue her personally if she accepted an offer from respondent to teach several sections of Economics classes during winter term 2009, formerly assigned to Mr. Craven. She also alleges that Mr. Craven said he "has a right to his job."

Ms. Atkinson's complaint recites that she first met Mr. Craven in the spring of 2006 when he interviewed her for a tenure track position. She states that she felt his style of questioning was highly inappropriate in that he was demeaning and accusatory. Ms. Atkinson states that he questioned her ethics, decency and values. She states that, due to Mr. Craven's behavior, she avoided seeking employment with the College.

Ms. Atkinson's complaint states that she felt threatened by Mr. Craven's assertions and felt that the statements were intended to discourage her from accepting the teaching position. She states that she feels that it is unethical for one colleague to threaten court action against another for accepting a position as an instructor.

The complaint letter doesn't specifically allege the violation of any specific policy or procedure of the Respondent. Nor does the complaint specifically allege any specific violation of any contract provision existent in the "Agreement by and between Clark College and the Clark College Association For Higher Education/WEA/NEA" (Agreement) dated April 1, 2009.

The college's policies regarding THREATS AND VIOLENCE, Administrative Procedure 527.066, and DOMESTIC VIOLENCE/GENERAL VIOLENCE AND HARASSMENT IN THE WORKPLACE, Administrative Procedure 620.015, do not apply.

The only prohibitions potentially applicable to the alleged behaviors are found in the April 1, 2009 contract between the college and its instructors, the Agreement. ARTICLE VI - GENERAL WORKING CONDITIONS, Section (A)(4) states, "...As a person of learning and an educational officer, he or she should remember that the public may judge the profession and the institution by his or her utterances. Hence he or she should at all times be accurate, exercise

appropriate restraint, show respect for the opinions of others, and make every effort to indicate that he or she is not an institutional spokesperson." (Exhibit 2)

The Agreement, ARTICLE VI (A)(5), states, "All members of the College community are to be treated with respect and with sensitivity to the impact of words and opinions."

The Agreement, APPENDIX C, ACADEMIC EMPLOYEE JOB DESCRIPTIONS, Section (A)(4) requires faculty members at Clark College to, "Demonstrate respect for others," (Exhibit 3)

Background:

James Craven is a tenured professor employed by the College for approximately eighteen years as a professor of Economics. He has been the department head, according to him, for approximately eighteen years and Division Chair for eight and a half or nine years.

Patricia Atkinson first applied for a tenure track position as an economics instructor with the College in approximately 2006 and she states she was interviewed by Mr. Craven and another person, a Dean, in the spring of 2006. Ms. Atkinson was not offered the position.

Ms. Atkinson says she had no further contact with the College until the summer of 2008 when she received a call from Adnan Hamideh, Department Chair, offering her the opportunity to teach a section of Economics for Fall term 2008-2009 as Mr. Craven was ill and would be unable to teach. She accepted the offer. She says in her complaint letter, dated December 7, 2009, that she was offered several sections of economics to teach in the Winter term (2009-2010) as Mr. Craven was unavailable to teach. This resulted in the conversation between her and Mr. Craven that she says occurred on November 23, 2009.

Ms. Atkinson states that she was hired full time on contract before Winter term 2009-2010 for Winter and Spring terms of 2009-2010.

2006 Interview:

1. Ms. Atkinson was interviewed for a tenure track position as an Economics Instructor in the spring of 2006. There were four or five people on the hiring committee including Jim Craven, Patti Serrano, a tenured professor of Business Administration; Chris Wilkins, a tenured professor of Business Technology; Alice Phillips, Dean in 2006, now deceased; and one other man.
2. There were three sets of interviews for the open position. The first two persons offered the position either couldn't take it or refused the offer. Ms. Atkinson was interviewed in the third set of interviews, resulting in the hiring of John Fite.
3. All the applicants interviewed in each set of interviews were asked the same set of questions. The hiring committee asked Mr. Craven to come up with several content

specific questions regarding economics that were asked of the interviewees by the members of the hiring committee.

4. Ms. Atkinson, as well as other interviewees, had difficulty answering one or more of the content specific questions. There was discussion in the interview about a different textbook that Ms. Atkinson used and whether or not the material in the question was covered in that text.
5. Mr. Craven felt that Ms. Atkinson was being untruthful in that he states that she said that the material in the question asked about multipliers and accelerators was not covered in the text she used, Krugman.
6. Mr. Craven has been described by another member of the hiring committee as intense and strongly opinionated. The member described him as not mean or vicious but not a light and fluffy person and that he is the same with everyone. The member states that Mr. Craven tried to be fair with all the candidates. This member doesn't recall Mr. Craven being insulting to Ms. Atkinson during the interview. When asked that question this member recalled a discussion of different textbooks.
7. Another member of the hiring committee recalled that Ms. Atkinson couldn't answer one of the substantive questions. This member recalls that the discussion between Mr. Craven and Ms. Atkinson of different textbooks that followed was not combative and no big issue and had it been, the member would have remembered. She recalls that Mr. Craven mentioned that the subject was covered in the book that Ms. Atkinson used and he seemed surprised that she wasn't familiar with it but that no particular issue was made of it. This member doesn't remember Mr. Craven being accusatory toward Ms. Atkinson or questioning her ethics.

November 23, 2009 Conversation:

1. For the first week of Winter term 2009-2010 Mr. Craven was unavailable to teach one or more classes to which he had been assigned. Ms. Atkinson, as well as other faculty employed by the College, was offered these classes to teach.
2. Dean Kotsakis explains that Mr. Craven had been on leave due to health reasons with no specific return date and, as schedules are prepared two terms in advance, his classes were assigned to other faculty. Mr. Craven was unhappy that other faculty had been assigned to teach the classes he had previously been assigned. Dean Kotsakis states that Mr. Craven sent an email in general to the unit saying he would take legal action if not scheduled.

- 3. Mr. Craven and Ms. Atkinson had a conversation on or about November 23, 2009 regarding Ms. Atkinson's acceptance of the College's offer to teach one or more classes previously assigned to Mr. Craven for the Winter term 2010. No one else was present during the conversation.
- 4. Ms. Atkinson states that during this conversation, Mr. Craven told her "I'll see you personally" for accepting the position, and that he "has a right to the job."
- 5. Ms. Atkinson reported her version of this conversation to her husband and Dean Ted Kotzakis shortly after it occurred.
- 6. Mr. Craven's recollection of the conversation differs from that of Ms. Atkinson. He recalls saying to Ms. Atkinson that she and others were being used to break his tenure and the union. He said for her to think about that. He went on to say that it was his sincere belief and that of his attorneys' that the actions taken constituted torts and possibly even crimes and that he hoped that she didn't get involved in that. He said that she was helping to take money from his family and undermining the union.

Conclusions:

Re: 2006 Interview

Ms. Atkinson complains that Mr. Craven's behavior, during this interview, was highly inappropriate, demeaning and accusatory towards her. She states he questioned her ethics, decency and values. Due to that behavior she didn't seek employment with Clark College as she was in fear of being attacked and demeaned.

Mr. Craven states that he thought Ms. Atkinson lied during the interview after not being to answer one of the substantive questions on Economics and he challenged her regarding her statements about a different textbook used. Several other members of the hiring committee recall discussion of textbooks but do not recall Mr. Craven's behavior as inappropriate, demeaning or accusatory. They, similarly, don't recall Mr. Craven questioning Ms. Atkinson's ethics, decency or values.

Ms. Atkinson perceived Mr. Craven's behavior differently than several other people who were present at the interview.

There is not substantial evidence of violation of either contract provision ARTICLE VI(A)(5) or APPENDIX C, Section (A)(4) by Mr. Craven during the 2006 interview in question.

Re: November 23, 2009 Conversation

Ms. Atkinson, in her letter of complaint, alleges that Mr. Craven told her that he would sue her personally if she accepted an offer to teach one or more classes previously assigned to Mr. Craven for Winter term 2009-2010. She claims that he told her he had a right to his job. She duly reported her perceptions to several other people.

Mr. Craven recalls the conversation differently and says that he told her that she and others were being used to break his tenure and the union, and that he and his attorneys were of the opinion that the actions constituted torts and, possibly, crimes and he hoped Ms. Atkinson didn't get involved. A witness stated that Mr. Craven had sent out a general email threatening legal action over the situation.

No one else was present at the conversation.

This is literally a "he said, she said" situation with no other direct witnesses. Ms. Atkinson reported her perception of the conversation to several other people but they remain Ms. Atkinson's perceptions.

There is not substantial evidence in this situation of violation of either contract provision ARTICLE VI(A)(5) or APPENDIX C, Section (A)(4).

Joshua Ried

This is but only a few proofs I have of serial and disparate treatment and shifting stories and assertions there is no separate Economics Department, the first time this claim made in my 20 years here and I have all sorts of correspondence and other evidence to refute it, and that I am not head of it will not wash. It is not even good management as this is so easy to refute and shifting assertions to try to deny my role and preparation as an economist, to try to get around the problem of a whole bunch of adjuncts I have never met, never vetted and do not want to even meet me, well that is transparent and will be seen as such. And each of them will be asked very direct questions under oath as to what could possibly lead them to avoid and demonize me and participate in the demonization of a senior economist they do not even know and who has harmed them in no ways with young children and health issues. How are these types of people fit to teach here? And I have emails from Mr. Bayer that show no indication of being upset with a conversation with him; his behavior and statements will be examined in many venues from many angles I am sure because of course all of this goes to PERC, Washington Human Rights Commission, Washington Ethics Commission and Washington State Patrol (where their investigations were obstructed and diverted by misrepresentations and special handling of Dennis Watson as that letter placed in his file attests and that will be re-visited). This also goes to the media because there are issues of potential fraud like when you and Bob Knight arranged for my classes to be taken and my put on paid leave first, thus giving my classes to un-vetted adjuncts, including my scheduled overtime, yet I could have taught that quarter given when the hearing occurred, but then kept my name on the schedule when you had arranged my replacements before the hearing to supposedly fairly and impartially determine if or if not I needed to be replaced. Law enforcement has seen all that and that it will be argued is Conspiracy against Rights per se.

The law recognizes in attempting to establish mens rea, not only patterns of behavior, correlations and other associations, but also basic truisms: No need to cover-up what is clean only what is dirty; No need for a high IQ and good memory if honest and telling what one believes to be true; No need to avoid going to paper or swearing statements under penalty of perjury if honest; No need for stories to shift and new reasons put in while others that do not work are dropped if honest; No need for perjury or serial denials of due process if a case is righteous and can stand scrutiny and appeal;

and is another example of Filing a False Report by a Public employee either by you and Dean Bowers or by John Fite, Adnan Hamideh and Ted Kotsakis because this was written on the orders of Dean Kotsakis after I told him I would have a problem with signing off on John Fite re-drafting a request for leave without pay that affected my own working loads and conditions but he told me nothing, and found out that he would lose his medical coverage, so he asked to revise his proposal to qualify for medical benefits. After noted this problem of pretext being a lie, I was handed the memorandum above to endorse. This is but another example of the old adage "Oh what a tangled web we weave when first we practice to deceive." Each lie needs a bodyguard of lies to protect it and soon it starts all coming unraveled. Just like this move when all attempts to prevent my return, even with my death, have failed.

But again, the credentials of those hired will be examined in minute detail because this is a crime against the students as well as the law. There is not only their losses from not having the best qualified or even

minimally qualified available, but from all that is lost by not having the best they could have had and did not. Of course these are concerns that real educators have. No chance is Bayer qualified to teach from his own behavior and racist and arrogant attitudes revealed in the investigation by Leann Johnson. No chance is Atkinson qualified or near the best qualified as is Shon Kraley who has been vetted yet not given anywhere near the loads as Bayer and Atkinson. This is leaving Clark College wide open for all sorts of lawsuits and in any kind of serious depositions, in which your own resume and cv will be examined carefully as to how you can pass on someone with Dr. Hamideh's background being qualified or even allowed in the Contract to vet any and all disciplines especially economics and especially with his own statements about how little he was interested in and barely passed with C grades economics, statistics, and accounting. And what kind of graduate program would even allow C-grades in those courses as passes? So you appear to be playing fast and loose with accreditation issues also because again your title does not make you an economist or qualified to ignore someone who is and is recognized by Clark College in print as more qualified than any teachers of economics you have had or have. And all of this will be going to accreditation and to the students who have a right to know what are the ingredients in the very expensive academic stews they are being served up.

Finally, not only have you refused to address my conditions of work being affected and no the union does not have a right to grant you the right to circumvent my Constitutional rights, seniority, lawful rights not to be marginalized or treated in disparate ways in the workplace, the right to a non-hostile workplace, and further, as my physician has now added, it is inherently illogical that being involved in setting up as well as tearing down my office, with an active and valid appeal and grievance pending, in any way, would not be extremely stressful on me and since it is clearly malicious, without reason or rationale, imposed summarily with no concern for legality, pay, my health, my physicians warnings, my health since Beijing and what happened in Beijing, all give me cause and a basis to swear out another criminal complaint against you and the others for Conspiracy and Attempted depraved indifference murder:

MURDER SECOND DEGREE (A-I Felony) (Depraved Indifference

Murder)

PENAL LAW 125.25(2)

(Committed on or after Sept. 1, 1967)

(Revised December 12, 2006 ¹ and June 5, 2012 ²)

The count is Murder in the Second Degree.

Under our law, a person is guilty of Murder in the Second Degree when, under circumstances evincing a depraved indifference to human life, he or she recklessly engages in conduct which creates a grave risk of death to another person, and thereby causes the death of that person [or of a third person].³

So when you go to and reject level II, there is not only the issue of packing up my office of over 14 years and I cannot participate in any way even to be there to direct it as that

is inherently stressful and dangerous, but someone has to also unpack and set up my office at CTC for the same documented reasons. And the issue of time is of your making not mine.

But you will notice from the detail of my response that I am looking forward to a whole lot of sunlight, transparency, law, some "invisible friends" and some "blasts from the past" to open this place wide open. There are already some coming into Olympia new who know all about this place and the serial contempt for law, best practices, what the administrators demand for their own kids that they do not care about providing to others, how and why certain administrators are hired, promoted and fired etc. But in the meantime, you are clearly removing me as part of a cover-up of hiring unqualified persons un-vetted by those most qualified to do so and to further ostracize and demonize me in the workplace.

This will go to PERC and other venues, you have given me nothing in writing about pay, legal authority, medical benefits, hours and conditions of work, choices in course loads for next quarter and Spring, In other words you wrote and sent a letter full of vitriol and hate (thank you by the way because often malice, animus and mens rea are difficult to prove) and no concern for the Contract, the law, my health, my service, the rights and needs of the students, my recognized standing as an economist and educator, etc. This of course will go to law enforcement for sure as with other submissions for the reasons you were given in terms of which laws I and others who are watching all of this, also believe, you and the others are serially and knowingly breaking in concert and coordinated actions which is the definition of Conspiracy against Rights per se.

Please send your mail also by email because I cannot get out every day and if someone else is allowed to sign for it may go not picked up for a few days.



June 18, 1987

Prof. Dennis Watson
Mathematics

Dear Prof. Watson:


I hope that the following addresses the issues that we discussed in the presence of Mr. Leslie Homer on April 30 at a Stage 1 grievance meeting.

Prof. Crowder's offensive e-mail directed at you, and clearly meant to malign your reputation across campus, represent his own skewed vision of your recent legal action. The administration of Clark College is satisfied that the agreements that concluded the legal action worked on and to the issues. I personally have every confidence in you as a faculty member and colleague.

As you know, maintaining a reasonable level of civility on the e-mail system is problematic under the current policies. We continue to discuss possible guidelines with the ABE and other entities, and I hope that eventually we will be able to eliminate the kind of demanding personal attacks that have marked recent attempts at discussion of important issues on campus.

Thank you for your patience. If you wish to meet with me again on this or related issues, please do not hesitate to contact me.

Sincerely,


Richard D. Fulson
Dean of Faculty

4 Personnel File
Leslie Homer 187/187

This again is a serious matter that I have raised over and over and got no answer for this defamatory letter, untrue, planted in Dennis Watson's file, with the assistance of WEA Uniserve Director Leslie Homer, found in my last public records' request, with both

Mr. Williamson and Dr. Rourk refusing to answer what they are supposed to know, that is the paper trail, legal authority and supposed purpose of its use and authorized by whom. This again bears on patterns of corruption, intimidation, disparate treatment and discrimination and the like which no Contract, however you want and need to read it allows as a matter of law.

I have raised the issue of Emma Kim's letter over and over because it is still relevant in so many ways plus the clock on statute of limitations for most if not all, in one way or another has not even started. Why, because she documented a pattern of harassment, bullying, marginalization, demonization, ostracization and insider cabals that continue to this day. Her letter, and her sworn and un rebutted testimonies in three different venues, show not only patterns, players, "sociometrics" and "econometrics" (what I used to do when I worked undercover in Puerto Rico for the Office of the Governor of P.R. doing economic intelligence on the underground economy of PR) of conspiracy, but show continuity over time with earlier members dropping out while new ones enter, are briefed on me and some others, and join in just as these adjuncts have done. According to Emma Kim's sworn testimonies:

To: Craven, Jim

Subject: An insider's view of the civil and employee rights violations at Clark College

Hi Jim,

Please add my voice to the e-Forum at Clark regarding the indoctrination process of Craven bashing. I think my unique insights can explain in part why so many of your colleagues, administration and staff suspend their critical thinking skills when you're involved. The fact that most of your critics don't know the history behind the administration's fertilization efforts is indicative of how deeply rooted the indoctrination process is. Thanks in advance.

While I was an employee in Personnel, I was asked by Donna Kelly to engage in a task that involved the violation of Jim Craven's civil and employee rights. The specific task was to send all his emails to the AG's office. (Mind you, not Dennis Watson's or anyone else's emails, just Jim Craven's stuff. For those of you who might be wondering what's wrong with that, it is illegal to keep separate files on employees. It is also illegal to keep a separate file on anyone practicing their freedom of speech as a dissenter or activist.)



It is important for the reader to know what my filters were at the time when Donna tried to get me involved in violating his rights. I was highly critical, vocal in my criticism and fearful of Jim. I said and held many of the negative sentiments that I continue to hear on campus and continue to read and sense in print. After all, I trusted my new supervisors and coworkers when I was given the run down that Jim was litigious, slanderous, manipulative, a trouble maker, unreasonable, potentially violent and mean. I also asked about Dennis Watson since his emails were being distributed on the master list at the same time as Jim's. Unlike with Jim, I was given an objective run down on Dennis, that he was caught with child pornography using state resources. There was no subjective demonization like, "Dennis is a creepy slime bag who will eyeball your underage children with a gleam in his eye."

Equally important for the reader to know in order to understand that Craven bashing is an indoctrination process that all new employees go through as part of an informal orientation is, how I felt about working in Personnel for Donna and Katrina. I thought I'd found two of the best bosses ever in my work history. Given those filters, I could see exactly what my department was talking about in Jim's emails.

Despite my own prejudices which were extreme by my own admission, I clearly understood that Jim's rights were being violated by the very officer assigned to protect the college from discrimination and harassment. I refused and asked Donna why we were doing something we weren't suppose to do to which she promptly replied with back peddling, "Oh, that's okay. You don't have to do it." And that was the end of it, so I thought.

Shortly after my refusal to violate Jim's rights, a central part of my duties that I performed for Donna was eliminated. While I had been privy to sensitive and private documents, all the tasks that included touching or seeing such documents such as copying, faxing, etc. were eliminated. Concerned that Donna had eliminated my job duties as a result of my refusal to violate Jim's rights, I brought up the elimination of those duties to Katrina who reassured me that changes occurred "all the time." I was confused and tried to make sense of what was going on. I felt conflicted about Donna. Was I working for an unethical person? How could I be? Donna was married to an African-American civil rights activist. No, maybe I was just making a mountain out of a molehill. Maybe, Katrina was right. Why would Donna violate Jim's rights? No, way, she wouldn't do that. She's the AA/EO officer. These were some of the thoughts that ran through my mind as I tried to make sense of conflicting cues. Through the process of denial, I eventually rationalized that Donna's intention was benevolent in trying to protect the college from Jim, so I let the issue go. After all, it was about Jim, the campus dreg.

But, the red flag kept bleeding. So, questions about Jim arose and I found myself asking why Jim was so angry, why he was so hell bent on thumping certain administrators. What was this guy all about? As I listened and watched I began to realize that there was more going on than what I'd originally been told. One of the things that seemed strange to me was that I hadn't heard a single positive remark about Jim since I'd gotten hired. Even if an employee is not well liked, I have enough HR and supervisory experience to know that with critics, there are also supporters. So where were all of Jim's supporters? I had not met a single supporter, not even amongst the tenured faculty. I had heard that Jim was well liked by students. But that confused the issue for me even more. Why did the students like Jim, but why did Clark's employees detest him. The only thing I could do was watch and listen and read his emails thoughtfully.

In retrospect, it's ironic that Donna's action was what turned on my critical thinking circuitry and made me insatiably curious about what Jim Craven was all about. I was still vocally critical of Jim but given human nature, I feared my supervisors would think I was beginning to support him, so to alleviate any fear that I had subversive intentions, which I didn't at the time, I told Donna and Katrina that I wanted to talk to Jim and get to know him. In my naiveté, I believed that these two very educated officers would appreciate the fact that I was up front with them and that I was taking initiative to gather information for myself rather than continuing to go on hearsay. After all, I worked in higher Ed where research and knowledge were supposed to be encouraged. Direct research is always better than with secondary or tertiary sources.

Neither discouraged me but each warned me to be careful. Donna reiterated that Jim could be very manipulative and that if given the opportunity, he would twist my statements and use them against me or the department. Given the Craven myths, I was still fearful that Jim would blow me off as Donna's and Katrina's "whore" just because I worked for them. But, I also had enough information by then to offer Craven the benefit of doubt. So, the OAI from personnel knocked on his office door one day and introduced herself. "Hi Professor Craven? My name is Emma Kim and I work for Donna Kelly and Katrina Golder..."

Since that introduction, Jim and I have become close friends. In fact, I frequently describe him as one of my best friends. I know his extended family and he knows my husband, mother and 13 year old niece, Berlin. He helps out where he can with a 13 year old "at-risk" youth who I mentor who is diagnosed with multiple disorders including ODD, bipolar affect disorder, and ADHD. I regret that I bought into the indoctrination because for two years, the opportunities for developing our friendship were wasted.

For two years, the opportunity to expand my mind from the great books Jim's turned me onto were wasted. For two years, the opportunity to expand my political knowledge from our numerous political discussions was wasted. But most importantly and significantly, Jim was denied the benefit of a supporter that could have made a difference in his life for two years. Clark's administration is directly responsible. The waste cannot be measured because our friendship is priceless. I respect Jim so much and I can't emphasize how troubled I am that so many of you continue to criticize him when most of you have never taken the time as I did to research and extrapolate the history of Jim's troubles at Clark. I read numerous documents and interviewed dozens of people. Piece by piece, I put the jigsaw puzzle together and what the picture revealed was a systematic process the administration used to control dissenters. I'm writing to expose that pattern. It is one the ACLU, US Dept of Education, Civil Rights Division, WA Human Rights Commission and WA DOP is interested in. In fact, WA DOP stated to me unofficially that they were aware of a possible problem at Clark but that they didn't have the resources to do anything unless the problem reached a certain level. I was encouraged by WA DOP to write a letter to GAAPCOM!!!!

For the reader, given the time and space factor, I am editing out a significant chunk of why I chose to leave the college. The following events took place after my refusal to violate Jim Craven's civil rights. The significant facts are these:

Of the administrators who engaged in the violations, I named Donna Kelly and Katrina Golder. Of the administrators who abused their administrative positions in the presence of classified employees, I named ~~Lisa Buenaventura for her critical remarks and apathetic attitude about multiculturalism at a state organized brain storming session in Federal Way and Janelle Farley for engaging in Craven bashing at an informal network of Clark women that was held in the rec room at the complex where Jenny Freeman lived, that included several classified staff. If any reader is privately saying that Janelle was just practicing her freedom of speech, I'd suggest that you research the WAC that defines a state employee's role during "off hours."~~

Again, for sake of time and space, I'll eliminate significant history and context. To make a long story short and to make my point, Tana Hasart thanked me for my courage to blow the whistle on these people and I departed with Tana's understanding that I would take advantage of the rapport I'd built with the Clark community and gather more documentation to present to her at a later time.

The reader may be tempted to believe that what happened to me was an isolated incident but it was and is not. Unfortunately, in my research, the pattern was the same for virtually every person who said they spoke up about some issue at the college. The most egregious action was the use of mental illness as slander which the administration passes on to key staff members who repeat the process to their coworkers who pass the slander to others till it takes on a life of its own like in Jim Craven's case. The administration knows that once the slander is embedded, it will eventually get passed on to new employees as they learn the culture at Clark. At that point, the dissenter is no longer seen as a concerned employee of the college, but as a pariah and evil-doer. If you don't believe the administration is capable of using these tactics, remember that five top level administrators met to talk about me and they continue to maintain a conspiracy of silent. I have yet to learn what slander was passed along about me during that meeting. Tana did reveal one component when I caught her off guard after the Carl Mack presentation. She said that one of the administrators said that I'd said that I was packing a gun around in a purse. This is simply absurd. I never said or remotely suggested anything about a gun or a gun in a purse. Yet that came directly from the President. I don't even own a purse.

In defense of my friend Jim Craven, I respectfully ask every critic to take off your prejudicial filters and not form an opinion about Jim unless you've done your homework. Everything that happened to me happened after I defended Jim. I will let the reader conclude whether the elimination of job duties, Katrina's lie, being forced to meet with the resident clinical psychologist, receiving a disciplinary warning, and being met with continued silence was related to my refusal to violate Jim's civil rights.

If anyone has a response or would like more information or if you want to add your story to my research, please feel free to contact me a nomads3k9s@aol.com Activism works! Four out of the five administrators who targeted me are no longer employed by the college.

Now why do I add this here? Because patterns are the shells of conspiracies. And at Clark College they aren't even done that well. If you look at my resume you will see that in the military and in my work in Puerto Rico, I was exposed to conspiracy law as well as tradecraft in both setting up and smashing conspiracies. Whenever there is an ongoing conspiracy, it is defined as such not because all the participants are the same ones from the beginning. It means that it has gone on continuously and this is still in effect until the objectives of the conspiracy are no longer being pursued no matter by whom.

But if you have a conspiracy against rights, such as to target someone for unlawful termination of employment, and there are any common links between the past and present, and there are for sure here, then several things happen that are interesting. First of all, a conspiracy is an agreement, and at least one material step in furtherance of that agreement, to form and carry-out a common plan to pursue objectives and/or to engage in activities that are illegal or they should have known they were. In other words you can have legal activities in pursuit of illegal objectives and/or illegal activities in the course of legal business objectives and/or illegal activities in pursuit of illegal activities.

But in conspiracy law the common plan, one step in furtherance of that common plan, and illegal activities and/or illegal objectives are the essential elements. But in conspiracy law, each person part of the common criminal enterprise is legally culpable for the actions of the others in furtherance of that common plan even if they were not aware of what a particular person was doing on behalf of that common plan. And that means that people who have never met each other, from the past and some from the present, but who are united in that they were once part of a common plan to say target, harass and get unlawfully terminated a particular person or persons, may be legally culpable for each others actions in the past or the present if they compound the effects of the past.

Conspiracy law also recognizes degrees, scopes and depths of planning, premeditation, coordination and the like. Dr. Rourk in our meeting, and I have it noted, admitted to being aware of my medical condition in Beijing and that there was as I have email and other evidence of, coordination between Clark College, the AG's Office and ESD including timing a garnishment order, first on my daughter's account in Watcom County I had nothing to do with. They took her tuition money, arranged on August 15, 2012 and timed for my departure to Beijing to a conference I gave advanced notice I would go, ordered out of the Clark County Clerk Scott Weber who first gave an order for a bank in Whatcom County.

The evidence of serial discriminatory treatment is naked and at least these un-vetted adjunct hires and staffing, and giving the least qualified the largest loads to get their medical benefits, never mind students needs, never mind balance in scheduling will not last long if for no other reasons than the funding cuts and major crises that are coming. In the meantime, real people are being harmed in real ways and you

appear to care little. Thus if you and those directing you do not want to come to and respect the law, then the law will be brought to you.

As I noted elsewhere, the representation of her conversation with Dr. Shah my cardiologist he does not endorse and he will clarify that point. Further, I will be filing an ADA complaint on release of details of my health before I had even spoken with my physician and on an open and insecure line. Again, as you appear to do, Dr. Rourk appeared desperate to find one bit she could use to try to claim I could be "accommodated" to move without threat to my health. Dr. Shah and Dr. Santiano cannot and would not give opinions on the merits of my allegations as they are in no position to know and they are concerned only with medicine and my health. But they both said that because I did not brief or script them in any way, including who was whom among those calling, Dr. Rourk he felt was trying to get him to find some way that I could move representing that it would be better for my health and that I did not oppose it. When they found out that I seriously opposed this on so many grounds, especially out of nowhere, and with the union appearing to cave in again and allow more dangerous precedent to be set, both my doctors said they can attest that my belief in my position is sincere and that this pressure produces measureable and dangerous effects on my body and mind unity.

The fact that none of you care on wit about this stuff on my health and family needs to be taken to Olympia and elsewhere. I have tried to show all of you the laws I believe you are breaking, the texts of the laws that lead me to believe what I do, I present my reasoning and evidence, in writing making myself accountable, and then I invite and wait for rebuttal like with the request for rebuttal you refused to address. Of course later on when you had a chance to rebut and did not, now it is stipulated. I respect and will respect always the rights and laws and due process for all including those who have denied them to me.

You have still given no reason for this move, no reason for it at this time, and no reason for the manner in which you ordered it and indeed no authority given when the total quote from the Contract is taken in.

You still have no addressed the fact that this involves serious and potentially disabling changes in working conditions, travel time and costs with no reason given other than the obvious not given and that is to pander to adjuncts hired outside of standardized processes and being vetted by someone most competent or even minimally competent as in an economist who can qualify for the RIF list in Economics;

You have not addressed, and indeed confirmed with the tone, language and summary threats and insensitivity dripping in your letters, the patterns of serial denial of basic due process, serial Contract violations with respect to grievances and the like, selective granting or denial of timeline extensions etc. and you have refused to recuse yourself as a matter of honor and law when it is clear that you have extreme animus and malice that would cause a reasonable person to doubt your objectivity and fairness.

This will go to the WEA/AHE to see if they want to act like union because of the precedents involved and the threat of a charge of Misprision of a Felony and cover-up of the perjury alleged by them against Bob Knight along with related felonies their sworn, and not cross-examined, testimonies alleged.

Sincerely,

Jim Craven/Omahkohkiaaiipooyii



Your Faculty Association

Clark College Association of Higher Education

1933 Fort Vancouver Way, WA 98663-3536

Date: July 18, 2011

To: Tim Cook, Interim Vice President of Instruction

From: Kimberly Sullivan, President CCAHE

CC: Lisa Lewison, WEA
Darryl Rouik, Associate Vice President of Human Resources
Blake Bowers, Dean of Business and Health Sciences
Jim Craven, Professor of Economics
CCAHE Grievance Committee

RE: Investigation of Professor Jim Craven

Tim, I want to follow up on our discussion of the investigation of Jim Craven. As I stated earlier, the email serving as evidence is misrepresented if not illegal. The email dated June 27, 2011, 8:07 AM to me from Jim Craven has been misrepresented in the letter of concern by Dean Bowers dated July 7, 2011. At best, the email is misrepresented because there is no reference to the sender list or thread, as evident in the email you received. At worse, the email very much appears to have been intercepted by the college, indicating the surveillance of my email account. As noted, on the email provided as evidence, there is only one "sender" and one "receiver" indicated. If this email were received by other faculty, the thread should have been indicated in the evidence provided. As noted earlier, I consider the email provided as evidence to be an AHE member to AHE representation communication and therefore privileged communication.

As such, the college could be guilty of a violation of labor law by interfering with union member to member communication. My assertion is that the timeline has lapsed because the evidence presented is unethical and illegal.

Thank you for your time this morning. I look forward to meeting with you in two weeks.



Your Faculty Association

Clark College Association of Higher Education

1933 Fort Vancouver Way, WA 98663-3598

Date: July 14, 2011

To: Darcy Rourke, Associate Vice President of Human Resources
Blake Bowers, Dean of Business and Health Sciences

From: Kimberly Sullivan, President CCAHE

CC: Lisa Lewison, WEA
Tim Cook, Interim Vice President of Instruction
Jim Craven, Professor of Economics
CCAHE Grievance Committee

RE: Investigation of Professor Jim Craven

In reference to the letter dated July 7, 2011, and in accordance with the CCAHE/Clark College contract Article III A-2, I request a copy of the written complaint precipitating the charge of "personal and professional attack."

In accordance with the CCAHE/Clark College contract Article III A 4, I request any and all notes anywhere held, audio and/or video records, and emails resulting from the investigation referenced in the July 7, 2011, correspondence to Professor Jim Craven. Additionally, I request that you provide a list of witnesses and interviewees with the dates of contact concerning the investigation.

I further request written interpretation of "threatening, harassing and abusive" behavior as defined and/or applied under the College's policies and procedures.

This information must be provided to CCAHE by end of day on July 21, 2011.



December 21, 2012

To: Professor Jim Craven

From: Robert K. Knight, President

Re: Response to Step II Grievance

A meeting was held on December 18 to discuss the grievance that you filed regarding your schedule and moving your office to the Columbia Tech Center. In attendance at the meeting along with myself were Jace Borba, AHE representative; Dr. Tim Cook, Vice President for Instruction; Dean Blake Bowers, Professor Jim Craven and Dean Lookinghawk.

After reviewing the notes and material leading up to the initial grievance and reviewing the discussion notes from the December 18, 2012 meeting, I have decided to deny the Level II grievance appeal. I have based my decision on Articles I.M, VI.G, and III.M of the AHE Collective Bargaining Agreement.

Robert Knight
President

Cc: Jace Borba
Bonnie Terada
Darcy Rourk
Tim Cook