

CORPORATE MATTERS: ICHABOD CRANE VISITS HIS EXECUTIVE EMPLOYMENT ATTORNEY

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The Legend of Sleepy Hollow is a wonderful story that often comes to mind this time of year. As you may remember, Ichabod Crane, the central character, comes from obscure origins before he accepts the job of village schoolmaster in Sleepy Hollow, N.Y. After Ichabod meets a terrifying Halloween apparition, little is heard from him.

It turns out, however, that – like many executives accepting a position of responsibility – Ichabod Crane sought counsel from a knowledgeable employment attorney both before he was hired and after his academic employment came to an abrupt end.

Since all the participants are long dead and even the strongest attorney-client privilege fades after 200 years, I believe it is time to reveal the never-before told details of Ichabod’s conversations with his lawyer:

THE FIRST MEETING: JUNE 15, 1790

Attorney: Well, Schoolmaster Crane, I have reviewed your proposed employment agreement with the Board of Education of Sleepy Hollow. It seems a bit light on actual monetary compensation.

Ichabod: I get room and board as well. Aren’t there some tax implications from that type of remuneration?

Attorney: Yes, but I don’t think we need worry about that; it will be more than a century until they enact a Federal income tax.

Ichabod: That’s good.

Attorney: But I don’t like the provision in here that allows the Board to reduce your compensation if they determine that you are a “Prodigious Feeder.” How realistic is that?

Ichabod: I like to eat. Working all day with children makes you hungry.

Attorney: Let’s see if we can’t eliminate that clause. . . . It also seems to me that there are important protections for you that are missing from this draft agreement.

Ichabod: Such as?

Attorney: One of the most important parts of any executive

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employment contract or offer letter is to specify the amount and timing of severance payable to you in case things simply don't work out, and you are terminated without Cause. There's nothing about severance in here, and there isn't any definition of what constitutes Cause.

Ichabod: Is that bad?

Attorney: You are an employee "at will," so the absence of these protections could make it meaningfully harder for you to obtain a decent termination package.

Ichabod: Anything else?

Attorney: The clause that says that in the event of a controversy with your employer, you have to go to arbitration before a magistrate in the neighboring village of Tarrytown who has experience sitting on a school board – someone like that is likely to be biased against you. Do you understand the difference between arbitration and being able to bring a case in court?

Ichabod: How much is it going to cost me to have you negotiate a better deal for me?

Attorney: 2, maybe 3, British shillings.

Ichabod: Let me think about it. I'll get back to you.

SEVERAL MONTHS LATER: NOVEMBER 13, 1790

Attorney: Schoolmaster Crane, good to see you. I wondered what had happened after I never heard from you again. You seemed to have suffered some kind of head injury?

Ichabod: I was hit by a flying pumpkin.

Attorney: I don't do personal injury work.

Ichabod: And I've lost my job.

Attorney: I'm sorry to hear that. Did you ever get the contract changes we discussed?

Ichabod: No, but it's a complicated story. I was courting the boss's daughter . . .

Attorney: Office romances can be very problematical these days.

Ichabod: And I wound up being bullied. I must have a bullying claim.

Attorney: Did this bullying take place in the workplace?

Ichabod: Not exactly. There was this local tough named Brom Bones, and there was a Headless Horseman . . .

Attorney: Are you quite certain you've recovered from that nasty head injury?

Ichabod: I know there isn't any teacher's union yet, but maybe I have some claim for severance.

Attorney: What about a disability discrimination claim based on your mental state? Did you tell your employer that you were having hallucinations about some Headless Horseman and ask for a reasonable accommodation at work?

Ichabod: That was no hallucination. It was a flying pumpkin.

Attorney: I know a top mental health professional who doubles as an expert witness.

Ichabod: All I want is some compensation. How much will it cost me to pursue a claim?

Attorney: Unless you can get the Headless Horseman to pay your legal fees, it will cost a great deal more than if you had listened to me before signing your contract.

THE MORAL OF THIS STORY

Don't be shilling wise and pound foolish. A bad employment contract could definitely come back to haunt you.