CORPORATE MATTERS: ICHABOD CRANE VISITS HIS EXECUTIVE EMPLOYMENT ATTORNEY

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Tags
Contract Law
Corporate Law
Employment Law

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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

Attornev:	Well.	Schoolmaster	Crane.	I have	reviewed	vour

proposed employment agreement with the Board of Education of Sleepy Hollow. It seems a bit light on

actual monetary compensation.

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?

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

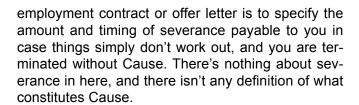
hungry.

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



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 controver-

sy 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 arbitra-

tion and being able to bring a case in court?

Ichabod: How much is it going to cost me to have you negoti-

ate 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?

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 accommo-

dation 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.