

**Stipulated Agreement  
between  
Capital Community College  
and  
The Federation of Technical College Teachers,  
AFT, Local 1942, AFL-CIO  
and  
Daniel Tauber**

Capital Community College (“CCC”), and Daniel Tauber (“Tauber”), a member of the above referenced bargaining unit, and The Federation of Technical College Teachers, AFT, Local 1942, AFL-CIO (“Union”) (collectively “the Parties”) mutually agree as follows:

**WHEREAS**, certain disputes have arisen out of Tauber’s employment at Capital Community College and, as a result, the Union filed a grievance arising out of Tauber’s termination (“Grievance”).

**WHEREAS**, CCC denies the Grievance and/or any wrongdoing arising out of Tauber’s employment with CCC.

**WHEREAS**, the Parties wish to resolve the Grievance and any and all other disputes that might have arisen out of Tauber’s employment with CCC as of the date they enter into this Agreement.

1. In consideration for the Union and Tauber timely signing this Agreement and complying with its terms, CCC agrees to do the following:
  - a. Process Tauber’s administrative reinstatement date effective August 20, 2021, with back pay. CCC will issue Tauber back pay owed, less lawful deductions, within twenty-one days of the Parties’ signatures of this Agreement without revocation. While administratively reinstated effective August 20, 2021, the Parties affirm and agree that Tauber shall not report to CCC or have any responsibilities as a result of this reinstatement unless otherwise directed by CCC. The Parties affirm and agree that this reinstatement is administrative in nature only.
  - b. Process Tauber’s voluntary, irrevocable resignation and retirement effective January 1, 2023. (Attachment A)
  - c. Place any documents pertaining to Tauber’s termination of employment in a file separate from the personnel file.
2. The Parties affirm and agree that Tauber will direct any inquiries about his employment to Dr. G. Duncan Harris or any successor and that CCC will direct Dr. Harris or any successor to respond to such inquiries only by confirming Tauber’s dates of employment.
3. Tauber agrees not apply in the future for employment with any entity of the Connecticut State Colleges and Universities (“CSCU”), including but not limited to CCC, because of, among other things, irreconcilable differences with CCC.
4. The Union agrees to withdraw the Grievance with prejudice.
5. Tauber understands and agrees that he would not receive the consideration set forth in Paragraph 2, except for his execution of this Agreement, without revocation, and the fulfillment of the promises contained herein.

6. Tauber knowingly and voluntarily releases and forever discharges CSCU, including but not limited to Capital Community College, their successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, (collectively referred to throughout the remainder of this Agreement as "Releasees"), of and from any and all claims known and unknown, asserted or unasserted, which Tauber has or may have against Releasees as of the date of execution of this Agreement.
7. Tauber is not waiving any rights he may have to: (i) his own vested accrued employee benefits under any health, welfare, or retirement benefit plans; (ii) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; or (iii) pursue claims that by law cannot be waived by signing this Agreement.
8. The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.
9. Tauber affirms that he has not filed or caused to be filed, and is not presently is a party to, any claim against any Releasee, other than the Grievance.
10. This Agreement shall be governed and conformed in accordance with the laws of the State of Connecticut without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or seek any damages for breach in a court of competent jurisdiction. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.
11. This Agreement shall not be admissible as evidence in any proceeding against CCC and/or CSCU and shall not serve as precedent in any other matters except to enforce this agreement.
12. Tauber agrees that the Union has fully and fairly represented him in connection with the Grievance and the negotiation of this Agreement, and that this Agreement is of substantial value to him.
13. It is acknowledged and understood that Tauber has received proper and fair representation by The Federation of Technical College Teachers, AFT, Local 1942, AFL-CIO, and all of its officers, agents and representatives either elected or not in these matters.
14. The Parties acknowledge that they have not relied on any representations, promises, or agreements of any kind made in connection with the decision to accept this Agreement, except for those set forth in this Agreement.
15. This Agreement may not be modified, altered or changed except upon express written consent of the Parties wherein specific reference is made to this Agreement.
16. The Parties fully acknowledge that each have freely and voluntarily entered into this Agreement. The signatures on this Agreement are an acknowledgment that all have fully read and understand its content, meaning, intent and implications.

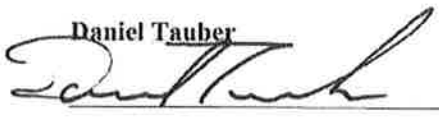

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

TAUBER IS ADVISED THAT HE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT. HE ALSO IS ADVISED TO CONSULT AN ATTORNEY PRIOR TO THE SIGNING OF THIS AGREEMENT.

TAUBER MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY HE SIGNS THIS AGREEMENT. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO DR. G DUNCAN HARRIS AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT." THE REVOCATION MUST BE MAILED TO DR. G DUNCAN HARRIS, AND POSTMARKED WITHIN SEVEN (7) CALENDAR DAYS AFTER EMPLOYEE SIGNS THIS AGREEMENT.

TAUBER AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

TAUBER ENTERS INTO THIS AGREEMENT FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

Daniel Tauber  
 Date 24 Mar 22  
Capital Community College  
 Date 3-25-2022

Name: G. DUNCAN HARRIS

Title: CEO

The Federation of Technical College Teachers,  
AFT, Local 1942, AFL-CIO

 Date 3/24/22

Name: Dennis J. Bogusky

Title: President



**ATTACHMENT A**

March 24, 2022

Dr. G. Duncan Harris  
CEO, Capital Community College  
950 Main Street  
Hartford, CT 06103

Dear Dr. Harris:

This letter is to inform you that I irrevocably resign and retire from my position as Chairperson, Department Chair, Program Director, and Professor at Capital Community College effective at the close of business on January 1, 2023.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Tauber". The signature is fluid and cursive, with a large initial "D" and a long, sweeping tail.

Daniel Tauber