

STIPULATED AGREEMENT
In the matter of
STATE OF CONNECTICUT
(Central Connecticut State University)
and
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (CCSU-AAUP)
and
JOSHUA PERLSTEIN

In full and final resolution, the State of Connecticut (State), Central Connecticut State University (CCSU), Office of the State Comptroller (OSC), American Association of University Professors (AAUP) and Joshua Perlstein (Grievant) hereby agrees as follows:

1. WHEREAS, Joshua Perlstein (State Employee ID# 544655) tendered his intent to retire on June 1, 2019 and then subsequently severed his employment with CCSU by resignation without notice effective May 16, 2019; and
2. WHEREAS, Mr. Perlstein maintains that his resignation without notice was based upon advice that he detrimentally relied upon. Specifically, it was Mr. Perlstein's understanding, albeit incorrect, that he would be entitled to his contractual sick accrual payout upon retirement pursuant to Article 13.2.6 of the AAUP Collective Bargaining Agreement (CBA) despite his abrupt resignation from state service prior thereto; and
3. WHEREAS, AAUP on behalf Joshua Perlstein filed a grievance seeking equity under the doctrine of estoppel; and
4. WHEREAS, without admitting any wrongdoing, AAUP, CCSU and Mr. Perlstein wish to resolve the issues giving rise to this matter to avoid the expense and uncertainty of litigation; and
5. WHEREAS, the parties agree to allow Mr. Joshua Perlstein to rescind his resignation without notice effective May 16, 2019 and amend his retirement to be effective May 1, 2019, with such adjustments to his monthly retirement amount as the State Comptroller shall deem appropriate; and
6. WHEREAS, Professor Joshua Perlstein acknowledges that pursuant to Article 4.9.3 of the AAUP collective bargaining agreement, he forfeits two weeks of pay due to his failure to give timely notice of resignation. In addition, Mr. Perlstein acknowledges that a retirement date effective May 1, 2019 would, henceforward, result in diminishing his salary by twelve (12) days – the contract days remaining in the academic Spring 2019 semester; and
7. THEREFORE, following execution of this Stipulated Agreement, CCSU shall coordinate with the Office of the State Comptroller to issue payment to Joshua Perlstein in the gross amount of \$22,941.20 representing the following calculation:
 - a. \$97,847.00 (annualized salary)
(\$6,907.00) (equivalent of 12 missed contract days Spring 2019)
(\$3,748.96) (two-weeks' pay forfeiture)
\$87,191.04

\$94,098.90 (paid for the 2018-2019 academic year)
(\$87,191.04) (due with 5/1/2019 retirement date)
+\$29,849.06 (1/4 accrued sick leave payout – 1452 hrs.=207.43 days/4 X \$575.57 daily rate)
\$22,941.20 due to Mr. Perlstein

8. Mr. Perlstein acknowledges that he freely and voluntarily enters into this Agreement without duress, intimidation, undue influence or any threatened loss of benefit. Further, Mr. Perlstein acknowledges that he has read this Agreement, was provided an opportunity to review it with counsel and fully understands its contents, meaning, intent and implications.
9. AAUP and Mr. Perlstein agree to withdraw Grievance #1-20-1C with prejudice.
10. Mr. Joshua Perlstein further agrees that he does herewith release and forever discharge the State of Connecticut, Central Connecticut State University, its officers, employees and agents, in their official and individual capacities, as well as the AAUP, its officers, employees and agents, in their official and individual capacities, of and from all grievances, controversies, suits, actions, causes of action, trespasses, damages, claims or demands, of every nature and name, in law or in equity, in any forum as a result of this Agreement, except to enforce the terms of this Agreement.
11. The parties expressly understand and agree that this Agreement was made in good faith and constitutes the sole and complete agreement of the parties, superseding any and all prior and or contemporaneous agreements or understandings made or alleged to have been made by the parties, whether orally or in writing, and further agree that the provisions of this Agreement are not subject to or in addition to any conditions or understandings not expressly set forth herein.
12. The parties agree that this Agreement is with prejudice and shall not serve as a past practice, precedent in any pending or future matters involving other employees and shall not be admissible as evidence in any arbitration or other proceeding other than to enforce this Agreement.

Joshua Perlstein
Joshua Perlstein (May 29, 2020 12:05 EDT)

Joshua Perlstein

For CCSU AAUP

For CCSU AAUP

Anna Suski-Lenczewski

For CCSU Anna Suski-Lenczewski
Chief Human Resources Officer

S. Fae Brown-Brewton

S. Fae Brown-Brewton
Undersecretary for Labor Relations

Daniel E. Livingston

Daniel E. Livingston, Chief Negotiator
State Employees Bargaining Agent Coalition

May 29, 2020

Date

May 29, 2020

Date

May 29, 2020

Date

June 18, 2020

Date

June 18, 2020

Date









Perlstein J stipulated agreement retirement 052920

Final Audit Report

2020-06-18

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