

Stipulated Agreement
between
Central Connecticut State University
and
Connecticut State University – American Association of
University Professors and Thomas Delventhal

Central Connecticut State University ("CCSU"), Thomas Delventhal ("Delventhal"), a member of the above referenced bargaining unit, and Connecticut State University – American Association of University Professors ("Union") mutually agree as follows:

WHEREAS, certain disputes have arisen out of Delventhal's employment at Central Connecticut State University and, as a result, Delventhal has raised certain claims before the American Arbitration Association (the "Claim"), which recently resulted in an arbitrator's award, in part, ordering reinstatement.

WHEREAS, CCSU denies the Claim and/or any wrongdoing arising out of Delventhal's employment with CCSU.

WHEREAS, Delventhal has agreed to resign from his reinstated employment with CCSU and he and CCSU wish to resolve the Claim and any and all other disputes that might have arisen between them as of the date they enter into this Agreement.

1. The parties wish to resolve the Claim and any and all claims and disputes Delventhal may have arising out of his employment with CCSU as of the date he signs this Agreement.
2. In consideration for Delventhal timely signing this Agreement and complying with its terms, CCSU agrees to do the following within 21 days of 1) receiving this Agreement signed by Delventhal without revocation; and 2) receiving Forms W-9 and W-4 completed by Delventhal.
 - a. Process Delventhal's administrative reinstatement date effective May 24, 2019, without back pay or any other benefits. While administratively reinstated effective May 24, 2019 the parties affirm and agree that Delventhal shall not report to CCSU or have any responsibilities as a result of this reinstatement. The parties affirm and agree that this reinstatement is administrative in nature only.
 - b. Process Delventhal's retirement effective September 1, 2020.
 - c. Issue a check payable to Delventhal in the amount of Five Hundred Seven Thousand Six Hundred Twenty-Five (\$507,625.00), less applicable taxes and withholdings. CCSU will issue an IRS Form W-2 to Mr. Delventhal in connection with this payment.
 - d. Issue a check payable to Delventhal's private counsel, Beck & Eldergill, P.C. in the amount of Seventeen Thousand Three Hundred Seventy-Five Dollars (\$17,375.00). CCSU will issue IRS Forms 1099 to Beck & Eldergill, P.C. and Delventhal in connection with this payment.
 - e. Obtain a withdrawal with prejudice and release of any and all claims made against Delventhal by Brooke Emigh currently pending in the District Court of Connecticut, entitled *Brooke Emigh v. Central Connecticut State University, et al.*, 3:19-cv-001934 ("Lawsuit").

3. Delventhal 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.
4. Delventhal knowingly and voluntarily releases and forever discharges the Connecticut Board of Regents ("the Board"), including but not limited to Central Connecticut State University, 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 Delventhal has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to: the Claim, Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act; The Family and Medical Leave Act; Connecticut Fair Employment Practices Act, Conn. Gen. Stat. §§ 46a-51 *et seq.*; Connecticut Family and Medical Leave Act, Conn. Gen. Stat. §§ 31-51kk *et seq.*; the Connecticut Whistleblower Law, Conn. Gen. Stat. § 31-51m; the Connecticut Free Speech Law, Conn. Gen. Stat. § 31-51q; any other federal, state or local law, rule, regulation, or ordinance; any public policy, contract, tort, or common law, including but not limited to claims of infliction of emotional distress, defamation and wrongful discharge; and any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.
5. Delventhal 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.
6. 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.
7. Delventhal 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 Lawsuit.
8. 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.
9. This Agreement shall not be admissible as evidence in any proceeding against CCSU and/or the Board and shall not serve as precedent in any other matters except to enforce this agreement.
10. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between Delventhal and CCSU. Delventhal acknowledges that he has not relied on any representations, promises or agreements of any kind made to him in connection with his decision to accept this Agreement, except for those set forth in this Agreement.

11. It is acknowledged and understood that Delventhal has received proper and fair representation by Connecticut State University – American Association of University Professors and all of its officers, agents and representatives either elected or not in these matters.
12. 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:

DELVENTHAL 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 EMPLOYEE'S SIGNING OF THIS AGREEMENT.

DELVENTHAL 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 SARAH R. SKUBAS AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT." THE REVOCATION MUST BE MAILED TO SARAH R. SKUBAS, JACKSON LEWIS, 90 STATE HOUSE SQ., HARTFORD, CT 06103, AND POSTMARKED WITHIN SEVEN (7) CALENDAR DAYS AFTER EMPLOYEE SIGNS THIS AGREEMENT.

DELVENTHAL 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.

DELVENTHAL 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.

Thomas Delventhal

Thomas Delventhal Date 7/29/20

Central Connecticut State University

[Signature] Date 8/4/2020
Name: Sarah R. Skubas
Title: President

Connecticut State University – American Association
of University Professors

Date

Name:

Title: