

**Stipulated Agreement  
Between  
Connecticut State Colleges and Universities  
And  
Manchester Community College  
And  
The Congress of Connecticut Community College  
And  
Ms. Nicholson**

This Agreement is entered into by the Connecticut State Colleges and Universities (CSCU) on behalf of its constituent unit Manchester Community College (the College) and the Congress of Connecticut Community Colleges (the Union) and its member Donna Nicholson ( Ms. Nicholson)

**WHEREAS, Ms. Nicholson has served as a Professor of Criminal Justice at the College.**

**WHEREAS, a controversy has arisen over Ms. Nicholson's employment with the College.**

**WHEREAS, CSCU, the College, the Union, and Ms. Nicholson wish to provide for the orderly and gradual cessation of Ms. Nicholson's employment with the College and CSCU and to resolve amicably and without resort to litigation any and all claims and disputes which CSCU, the College, the Union, and Ms. Nicholson may have arising out of Ms. Nicholson's employment with the College and/or CSCU, the conclusion of her employment, and all other matters between CSCU, the College, the Union, and Ms. Nicholson.**

**NOW, THEREFORE, the parties agree:**

1. Ms. Nicholson's separation from CSCU and/or the College will be classified as a retirement effective August 1, 2020.
2. The College agrees to remove from Ms. Nicholson's official personnel and professional files all documents referencing termination of her employment. These documents will be stored securely at the CSCU Office. The parties agree not to disclose or distribute those documents and to maintain confidentiality of the Agreement, the investigation, and investigatory findings, except as required by law.
3. CSCU and/or the College agrees to pay Ms. Nicholson through August 1, 2020 while continuing to provide State retirement and healthcare benefits. Federal and state income taxes will be withheld from these payments, and any deductions mandated by law or CSCU and/or College policy and consistent with the terms of this Agreement will be made.
4. From the date of execution of this Agreement through August 1, 2020, Ms. Nicholson is not expected to work nor engage in any work on behalf of the College and/or CSCU.
5. In response to any employment related inquiries, the College will provide Ms. Nicholson's name, dates of employment, job title, and job duties.

6. In further consideration of the Agreement, Ms. Nicholson agrees not to apply nor accept employment with CSCU or any of its constituent units.
7. CSCU and/or the College agrees that it will not contest unemployment compensation benefits.
8. This agreement shall not be construed as an admission of liability on the part of CSCU, the College, or its agents or employees.
9. This Agreement represents the sole and entire agreement between Ms. Nicholson, the College, the Union, and CSCU and supersedes all prior agreements, negotiations, discussions, and understandings, whether oral or in writing.
10. In consideration of the terms and conditions described in this Agreement, Ms. Nicholson for herself, her heirs, representatives, and assigns hereby irrevocably, voluntarily, and knowingly covenants not to sue, and releases and forever discharges the Board and its agents, and employees, any other former or future officers, servants, agents or employees of the State of Connecticut, both in their official and individual capacities, and the State of Connecticut itself, from any and all claims, grievances, demands, obligations, actions, causes of action, lawsuits, administrative proceedings, rights, damages, costs, loss of services, expenses and compensation of any nature whatsoever in any forum, whether based on tort, contract or other theory of recovery, for any matter from the beginning of time to the date of their signature on this Agreement, arising out of her employment with CSCU and/or the College, including without limitations, any and all damages to Ms. Nicholson which have resulted or may result from any acts or omissions of the CSCU and/or the College. Nothing contained in this Agreement will constitute a release or waiver of any pension, retirement, or similar benefits to which Ms. Nicholson may be entitled as a consequence of her employment with the State of Connecticut, nor will this document constitute a release or waiver of any rights the release of which is prohibited by law.
  - a. Similarly, CSCU and/or the College in consideration of the terms and conditions described in this Agreement, hereby irrevocably, voluntarily, and knowingly, covenants not to sue, and release and forever discharges Ms. Nicholson, and her agents and attorneys, from any and all claims, grievances, demands, obligations, actions, causes of action, lawsuits, administrative proceedings, rights, damages, costs, loss of services, expenses and compensation of any nature whatsoever in any forum, whether based on tort, contract or other theory of recovery, for any matter from the beginning of time to the date of her signature on the Agreement, arising out of Ms. Nicholson's acts or omissions within the scope of her employment not wanton, reckless or malicious.
11. The parties expressly acknowledge that this agreement is intended to, and will, constitute full and final settlement of all claims and/or rights of action which Ms. Nicholson has or may in the future have, arising out of any of the facts and circumstances which are the subject of or related to Ms. Nicholson's employment with the State of Connecticut and separation from the Board, including but not limited to, such claims as may be cognizable under Title VII, ADEA, federal law, the United States Constitution, the Connecticut Constitution, and state law and common law claims, including negligent and intentional

infliction of emotional distress, as more fully reflected in the release of liability contained above.

12. Ms. Nicholson represents that, consistent with the Older Workers Benefit Protection Act of 1990, she has been advised to, and has had the opportunity to, seek the advice and assistance of counsel with regard to this Agreement and its release provision; that she is advised that she has at least 21 days within which to consider its terms and understand that she has up to 7 days after signing the release provision to revoke it and that the benefits provided pursuant to this Agreement are benefits to which she would not have been entitled had he not signed the release provision. The release provision will not become effective or enforceable until the 8<sup>th</sup> day after signing by Ms. Nicholson. Ms. Nicholson understands that if she wishes to revoke the release provision during the 7 days after having signed it, she may do so by delivering written notice to Andrew Kripp, Vice President for Human Resources, Connecticut State Board of Regents for Higher Education, 61 Woodland Street, Hartford, CT 06105. In the event that Ms. Nicholson exercises her right to revoke the release provision in accordance with this paragraph, the entire Agreement will become invalid.
13. Ms. Nicholson acknowledges that she freely and voluntarily enters into this agreement without duress, intimidation, undue influence, or any threatened loss of benefit. Ms. Nicholson acknowledges the she has read the agreement carefully and fully understands its content, meaning, intent, and implications and further acknowledges that prior to signing she has the assistance and advice of her Union representatives.
14. The agreement is with prejudice, is specific to Ms. Nicholson, but without applicability to any matter involving any other employees, and shall not be admissible as evidence in any proceeding involving anyone other than Ms. Nicholson.
15. If a court of competent jurisdiction holds any provision of the agreement unlawful, the remainder of the agreement shall continue in force.

MS. DONNA NICHOLSON

Donna R. Nicholson

Date: 1/8/20

CONGRESS OF CONNECTICUT  
COMMUNITY COLLEGES

Maureen M. Chalmers

Date: 1/9/2020

MANCHESTER  
COMMUNITY COLLEGE

Angela Miller

Date: 1/16/2020

CONNECTICUT STATE  
COLLEGES & UNIVERSITIES

Chris d

Date: 1/23/20