



# STATE OF CONNECTICUT

BOARD OF TRUSTEES  
FOR THE STATE COLLEGES

P. O. Box 2008                      NEW BRITAIN, CONNECTICUT 06050  
TEL. NEW BRITAIN: 203-229-1607      TEL. HARTFORD: 203-566-7373

## RESOLUTION

concerning

LEAVE OF ABSENCE WITHOUT PAY

for

MR. IRVING STOLBERG

November 3, 1978

- WHEREAS, The Attorney General for the State of Connecticut has reached certain agreements with Mr. Irving Stolberg which are set forth in a letter to Mr. Peter W. Gillies, Deputy Attorney General for the State of Connecticut, from Mr. J. Michael Sulzbach of Winer, Kelly & Sulzbach, Attorneys at Law who represent Mr. Stolberg, the said letter being dated October 25, 1978, and
- WHEREAS, In accordance with the terms of the said agreement, Mr. J. Michael Sulzbach in a letter to Mr. Lawrence J. Davidson, Chairperson of the Board of Trustees, dated November 1, 1978, has requested a leave of absence without pay extending through the academic year 1980-1981 with the provision that Mr. Stolberg will notify the Board of Trustees not later than March 1, 1979, whether he will return to his teaching duties at the beginning of the academic year 1979-1980 and that he will notify the Board of Trustees not later than March 1, 1980, whether he will return to his teaching duties at the beginning of the academic year 1980-1981, and
- WHEREAS, The Attorney General acting through his assistants has recommended that such a leave "be granted conditionally upon consummation of the agreement in all particulars" and subject also to Mr. Stolberg returning only if he "brings himself in compliance with the state constitution." Therefore be it


-2-

RESOLVED, That Mr. Irving Stolberg is granted a leave of absence without pay from the date of this Resolution through June 30, 1981, with the provision that if Mr. Stolberg notifies the Trustees in writing by not later than March 1, 1979, of his intent to take up his duties as a faculty member at Southern Connecticut State College at the beginning of the academic year 1979-1980 he may do so, and if Mr. Stolberg notifies the Trustees in writing by not later than March 1, 1980, of his intent to take up his duties as a faculty member at Southern Connecticut State College at the beginning of the academic year 1980-1981 he may do so, providing in either instance he brings himself in compliance with the state constitution to the satisfaction of the Attorney General of the State of Connecticut.

RESOLVED, That the leave of absence herein authorized upon the recommendation of the Office of the Attorney General will be null and void in the event the agreement dated October 25, 1978, is not consummated in all particulars.

RESOLVED, That, consistent with the understanding of the Office of the Attorney General as to the status of Mr. Stolberg during the course of this leave of absence, Mr. Stolberg is not to perform any duties or functions at the College or in his academic department.

A Certified True Copy:



James A. Frost  
Executive Director

**Interdepartment Message**

SAVE TIME: *Handwritten messages are acceptable.*

STO-201 REV. 3/77 STATE OF CONNECTICUT  
(Stock No. 6938-051-01)

Use carbon if you really need a copy. If typewritten, ignore faint lines.

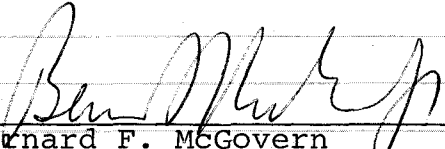
*Cur*  
*11/2/78*  
*PERC*  
*11/3/78*

<b>To</b>	NAME Dr. Clinton Ritchie	TITLE Executive Officer for Faculty and Student Affairs	DATE 11-2-78
	AGENCY Board of Trustees for State Colleges	ADDRESS P.O. Box 2008, New Britain, Ct. 06050	
<b>From</b>	NAME Bernard F. McGovern, Jr.	TITLE Assistant Attorney General	TELEPHONE 566-4990
	AGENCY Attorney General's Office	ADDRESS 30 Trinity St., Hartford	

SUBJECT  
Stolberg Litigation

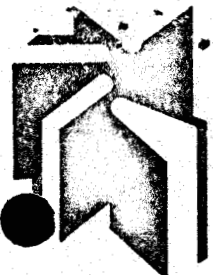
This is in reply to your memorandum November 1, 1978 in which you on behalf of the Trustees' Personnel and Employee Relations Committee have questioned the rationale of granting Mr. Stolberg a "leave of absence" in light of the recent Supreme Court decision holding that Mr. Stolberg had impliedly resigned his position at S.C.S.C.

As I discussed with you on prior occasions and implied in my memorandum of October 31, 1978 to you, the concept of a "leave of absence" in this instance is a fiction used to achieve a resolution of the myriad of lawsuits without further litigation. In reality, the Board will be agreeing that it will allow Mr. Stolberg to return to his former position in either September, 1979 or September 1980 if he so notifies the Board by March 1, 1979 or March 1, 1980 respectively and brings himself in compliance with the state constitution.

  
Bernard F. McGovern  
Assistant Attorney General

BFM:esn

**RECEIVED**  
NOV 2 1978  
BOARD OF TRUSTEES  
FOR THE STATE COLLEGES



**THE  
CONNECTICUT  
STATE  
COLLEGES**

FOUNDED 1849

*File*  
Executive Officer for  
Faculty and Staff Affairs

P.O. BOX 2008 NEW BRITAIN, CONNECTICUT 06050

Telephone : (203) 827-7700

November 1, 1978

Mr. Bernard F. McGovern, Jr.  
Assistant Attorney General  
30 Trinity Street  
Hartford, CT 06115

Dear Bernie:

CONCERNING: Mr. Stolberg's Request for a Leave of Absence

The Trustees' Personnel and Employees Relation Committee, after discussing the memorandum from the Attorney General's Office indicating that Mr. Stolberg would be requesting a leave of absence, asked that I secure from the Attorney General a statement of reasons as to why the Board should, or how the Board could, grant a leave of absence in the face of the decision by the State Supreme Court as reported in your letter of September 6, 1978. It is necessary for the Trustees to understand the reasons and/or circumstances under which the instructions in the Attorney General's letter of that date are now no longer applicable.

Sincerely,



Clinton M. Ritchie

CMR:em

Enc.

WINER, KELLY & SULZBACH  
ATTORNEYS AT LAW  
P. O. BOX 1966  
205 CHURCH STREET  
NEW HAVEN, CONNECTICUT 06509

LOUIS M. WINER  
PETER A. KELLY  
J. MICHAEL SULZBACH

TELEPHONE  
(203) 789-1796

*Can  
11/1/78*  
PERC 11/1/78

November 1, 1978

Lawrence J. Davidson  
Chairman  
Board of Trustees of the  
State Colleges of the  
State of Connecticut  
P.O. Box 2008  
New Britain, Connecticut 06050

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BOARD OF TRUSTEES  
FOR THE STATE COLLEGES

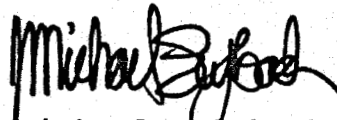
Re: Irving Stolberg

Dear Mr. Davidson:

This office represents Irving Stolberg. Pursuant to the agreement for resolution of the Stolberg litigation set forth in our letter of October 25, 1978 to the Deputy Attorney General, this is to request, on behalf of Professor Stolberg, a leave of absence without pay from Southern Connecticut State College through December 31, 1980. If this leave is granted, Professor Stolberg will notify the Board of Trustees not later than March 1, 1979, whether he will return to his teaching duties at the beginning of the academic year 1979-1980, and not later than March 1, 1980, whether he will return to his duties at the beginning of the academic year 1980-1981.

Favorable consideration of this request by the Board of Trustees will be greatly appreciated.

Very truly yours,

  
J. Michael Sulzbach

JMS/dl  
cc: Bernard F. McGovern, Esquire

*Hand delivered Nov 1, 1978*

State of Connecticut

RECEIVED <sup>cut</sup> 9/7/78

SEP 7 1978

BOARD OF TRUSTEES  
FOR THE STATE COLLEGES

CARL R. AJELLO  
ATTORNEY GENERAL



Office of The Attorney General  
30 TRINITY STREET  
HARTFORD 06115

Tel: 566-4990

September 6, 1978

Dr. Manson Van B. Jennings  
President  
Southern Connecticut State College  
501 Crescent  
New Haven, Connecticut 06515

RECEIVED

SEP 7 1978

BOARD OF TRUSTEES  
FOR THE STATE COLLEGES

Re: Irving Stolberg

Dear Dr. Jennings:

This is a follow-up to earlier conversations regarding Mr. Stolberg. As you know, the Connecticut Supreme Court held on August 8, 1978 that by teaching at S.C.S.C. while simultaneously holding a seat in the General Assembly, Mr. Stolberg has been in violation of Article III, Section 11 of our constitution so as to relinquish impliedly his S.C.S.C. position.

This office has given Mr. Stolberg the opportunity of continuing at S.C.S.C by resigning his General Assembly seat. At this writing, he has declined to do so. Therefore, unless and until you are advised by this office to the contrary, Mr. Stolberg should not be permitted to teach classes at S.C. S.C. or otherwise to perform the duties of an assistant professor at S.C.S.C.

Very truly yours,

CARL R. AJELLO  
ATTORNEY GENERAL

BFM:rm

By: Bernard F. McGovern, Jr.  
Assistant Attorney General

cc: Dr. James A. Frost, Executive Director  
Louis M. Winer, Esq.

**Department Message**

SAVE TIME: Handwritten messages are acceptable.

EV. 3/77 STATE OF CONNECTICUT  
 6938-051-01)

Use carbon if you really need a copy. If typewritten, ignore faint lines.

**CONFIDENTIAL** → PERC 11/1/78

<b>To</b>	NAME Dr. Clinton Ritchie	TITLE Executive Officer for Faculty of Student Affairs	DATE 10/31/78
	AGENCY Board of Trustees for State College	ADDRESS P. O. Box 2008, New Britain, Ct. 06050	
<b>From</b>	NAME Bernard F. McGovern, Jr.	TITLE Assistant Attorney General	TELEPHONE 566-4990
	AGENCY Attorney General's Office	ADDRESS 30 Trinity St., Hartford.	
SUBJECT Stolberg Litigation			

Enclosed is a copy of the tentative agreement which the Attorney General and Deputy Attorney General negotiated with Mr. Stolberg's counsel in an attempt to bring an end to the multifarious litigation of the past decade.

Regarding paragraph 1 thereof Mr. Stolberg is to submit his request for a "leave of absence" to this office which in turn will transmit same to the Board. At this time, this office has not received such request, but I have been informed that one is in the mail. Since the "leave" is being granted only for litigation-ending purposes, it should be granted conditionally upon consummation of the agreement in all particulars. *NOTE word*

Also note that payment of the sum stated in paragraph 3 is contingent upon the availability of funds. I have made it clear to the Attorney General on several occasions that the Board does not have the money in its appropriation, and he is aware that any such sum will have to come from a source other than the Board's present appropriations. *NOTE*

If you have any questions, please call.

*Bernard F. McGovern, Jr.*  
 Bernard F. McGovern, Jr.  
 Assistant Attorney General

**PHONE-O-GRAM**

Re: Stolberg  
 for: Leave of Absence pursuant to parties

M. B. McGovern *off leave subject to all aspects*

Telephoned  Please return the call  Will call again  Came in  See me

Message: *1. Letter requesting Leave of Absence will be delivered by noon*  
*2. Keep quiet -*  
*3. When BOT grants leave "grant it on the condition that if agreement falls through in any respect, the*

Phone: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_

*Review with Board first*

*leave will terminate automatically thereafter*

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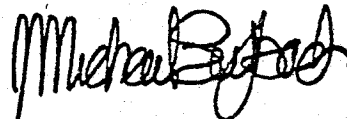
Irving Stolberg will institute no further legal action with respect to the non-payment of teaching salary from November 1974 through September 1978.

4. The parties will agree that judgment be entered in the matters pending in the Superior Court of the Judicial District of New Haven, Stolberg v. Caldwell, Docket No. 15 23 93 7 and Stolberg v. Davidson, Docket No. 15 66 86 5 in accordance with the forms of judgment proposed in plaintiff's motion for judgment dated September 19, 1978 but with the deletion of so much of said proposed forms of judgment as calls for equitable restitution or an order that plaintiff continue his teaching duties at Southern Connecticut State College. It is expressly understood that plaintiff may appeal to the Supreme Court of the United States upon the Connecticut Supreme Court's conclusion that the dual-job ban is not violative of the United States Constitution.

5. It is understood that the obligations of the parties under this agreement are contingent upon further stay of Stolberg v. Caldwell by Judge Blumenfeld and upon the availability of funds for satisfaction of the cash settlement called for in paragraph 3, above, although defendants will use their best efforts to make such funds available.

I trust this accurately sets forth our understanding. If it does, please sign the copy of this letter in the place provided below.

Very truly yours,



J. Michael Sulzbach

JMS/kf

