

**STIPULATION OF AGREEMENT**  
between and among the  
City School District of New Rochelle  
and  
New Rochelle Administrative and Supervisory Association  
and  
Reginald Richardson

**WHEREAS**, Mr. Reginald Richardson (“Mr. Richardson”) is employed by the City School District of New Rochelle (“the District”) as the High School Principal; and,

**WHEREAS**, Mr. Richardson is a member of the New Rochelle Administrative and Supervisory Association (“the Association”) bargaining unit and is covered by the terms of a collective bargaining agreement covering the period July 1, 2015 through June 30, 2018 (“the Contract”); and,

**WHEREAS**, the District and Mr. Richardson have determined that it is in the best interests of all parties that Mr. Richardson separate from employment with the District; and,

**WHEREAS**, the District, the Association and Mr. Richardson are desirous of avoiding the costs and uncertainties of any potential litigation regarding his separation from employment;

**NOW, THEREFORE**, the District, the Association and Mr. Richardson hereby agree as follows as and for a Stipulation of Agreement:

1. Mr. Richardson hereby submits this Stipulation of Agreement as his irrevocable resignation from employment effective at the close of business on August 7, 2018. This resignation is final, permanent and irrevocable as of the date Mr. Richardson signs this Agreement unless the District’s Board of Education fails to approve the Agreement.

2. In return for his resignation and his waiver of claims and general release set forth in paragraphs 7-8, *infra*, the District agrees that it shall pay Mr. Richardson the lump gross sum of \$160,000.00 less applicable tax withholding and other applicable payroll taxes and withholdings. Such payment shall be made to Mr. Richardson within ten (10) business days following ratification of this Agreement by the Board of Education.

3. No other compensation, benefits or fees are owed or shall be paid by the District to Mr. Richardson other than as set forth in this Agreement. The separation payment set forth in paragraph 2, *supra*, shall be in full and complete satisfaction of any and all monies due to Mr. Richardson related to his employment and/or separation from the District as well as other monies not otherwise due to him.

4. For a period through June 30, 2019, Mr. Richardson shall make himself available to the School District, if requested by the Superintendent of Schools, Board President or Counsel to the District, to respond to reasonable requests by the School District for information and/or

assistance, including but not limited to providing testimony during administrative proceedings, concerning matters about which Mr. Richardson may have knowledge, to be scheduled upon reasonable notice, with due regard for Mr. Richardson's personal and professional commitments, and consistent with Mr. Richardson's status as a professional educator. Mr. Richardson shall not be entitled to any additional compensation for any such consultation, testimony or assistance to the School District.

5. Mr. Richardson shall continue to be carried on the School District's health and hospitalization policy (subject to Mr. Richardson's timely monthly payment by no later than the 5<sup>th</sup> day of each month of the applicable premium contributions therefor – which is fifteen (15%) of the applicable premium) through the earlier of June 30, 2019 or the date when Mr. Richardson is eligible for comparable insurance coverage from another employer. If comparable coverage is available from another employer, Mr. Richardson shall be deemed for purposes of this paragraph to have accepted it even should he decline such coverage. Mr. Richardson shall advise the District's Human Resources office of his eligibility for alternative coverage within three (3) days of the commencement of such eligibility.

6. Concurrently with his execution of this Agreement, Mr. Richardson will return all property, equipment, keys, ID, passwords for District computer systems and/or software programs, documents and files (whether in hard copy or electronic versions) which were provided to him or created or used by him while employed by the School District, and which are in his possession or to which he has access. Any such property as is later discovered by him shall be returned promptly.

7. Mr. Richardson freely relinquishes, releases, and waives all possible claims and causes of action against the District, its successors, assigns, agents, employees, board members, and attorneys that may have arisen from the time of his first contacts with the District to the date of his signature on this Agreement. This includes, but is not limited to, any claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), the Civil Rights Acts of 1866, 1871, and/or 1991, the Rehabilitation Act of 1973, the Employee Retirement and Income Security Act, the New York Human Rights Law, the Westchester County Human Rights Law, the Civil Service Law, the Education Law and all other federal, state, county, and local laws, ordinances, regulations or orders. Among other things, these laws prohibit discrimination in employment on the basis of sex, race, color, religion, creed, age, national origin, marital status, and disability. This release and waiver of claims shall also include any claims for constitutional violations, wrongful or abusive discharge, breach of contract, breach of a collective bargaining agreement, infliction of emotional distress, libel, slander, or any other tort, common law or contract claim. This waiver and release also includes all claims now known to Mr. Richardson, as well as all possible claims that are not now known to Mr. Richardson. The only exceptions to this waiver are that Mr. Richardson may seek to enforce the specific terms of this Agreement. Mr. Richardson acknowledges that he understands that nothing in this Release, or this Agreement generally, prevents him from filing a claim with the Equal Employment Opportunity Commission ("EEOC") or participating in any investigation or proceeding conducted by the EEOC. However, Mr. Richardson expressly agrees that he shall not seek, obtain or accept any benefit, recovery or relief therefrom, and waives the right to any relief, including monetary relief or equitable relief, except to the extent expressly required by law.

8. Mr. Richardson agrees not to file any claim or bring any lawsuit for any claim waived in paragraph 7, or to permit anyone else to do so on his behalf. If any portion of such commitment is unenforceable or prohibited by law, then Mr. Richardson agrees not to seek or obtain personal monetary damages or personal equitable relief from the District in such legal proceedings. If Mr. Richardson breaches this or any other provision of this Agreement, the District will not only be entitled to reimbursement for any payments made to Mr. Richardson pursuant to paragraph 2, *supra*, but also to reimbursement for any reasonable attorneys' fees and/or court costs it expends in its enforcement of this Agreement.

9. Mr. Richardson represents and certifies by execution of this Agreement that he has had a full and fair opportunity to consult with his chosen attorney and/or his Association representative before signing this Agreement, and that he has read it carefully and fully understands its contents. He also represents and certifies that the signing of this Agreement is voluntary and has not been forced or coerced in any way, and that he is aware that it sets forth the entire agreement among the parties and that it has final and binding effect on him. He also represents and certifies that neither the District nor any of its agents, employees, representatives or attorneys made any representations concerning the terms and conditions of this Agreement other than those contained herein. Mr. Richardson further declares that he has been satisfactorily represented by the Association and/or his chosen attorney.

10. Mr. Richardson acknowledges that he has been offered up to twenty-one (21) days to carefully read and consider his release of claims under the ADEA and OWBPA, and that he fully understands and agrees to all of its terms. Mr. Richardson acknowledges that after consultation with his chosen attorney and/or Association representative, he has decided to execute this Agreement without utilizing all of the twenty-one (21) days mentioned herein.

11. Mr. Richardson may revoke only his release of claims under the ADEA and OWBPA within seven (7) days after he signs this Agreement. Revocation can be made by delivering written notice of revocation to Dr. Joseph Williams, Assistant Superintendent of Human Resources, 515 North Avenue, New Rochelle, NY 10801. For this revocation to be effective, the written notice must be received by Dr. William's office no later than the close of business on the seventh day after Mr. Richardson signs this Agreement, or else Dr. William's office must be notified by telephone by that day that the written notice has been mailed. Although not required, it is recommended that such notice be sent by certified mail, return receipt requested. If Mr. Richardson revokes his release of claims under the ADEA and/or the OWBPA, the District shall, at its sole discretion, have the option of either enforcing the remaining terms of this Agreement or rescinding this Agreement in its entirety.

12. Notwithstanding any other provision contained in this Agreement, Mr. Richardson retains any and all rights he may have to defense and indemnification, to the extent he is eligible and qualifies for same under applicable law, and provided that he has complied with all of the applicable legal prerequisites for such protection.

13. Mr. Richardson specifically acknowledges and agrees that the District has not made any representations, guarantees or commitments regarding the treatment that the New York State Retirement System may provide with regard to any salary, service credit, payments or other benefits set forth in this Agreement.

14. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, memoranda, correspondence, conversations, discussions and/or negotiations held/or which have taken place between the parties regarding Mr. Richardson's separation from employment.

15. No signatory hereto is a minor or incompetent within the meaning of the laws of the State of New York; nor is any signatory to this Agreement under the influence of alcohol, prescription medications, other drugs or any other substances that would impair his or her exercise of judgment; nor has any signatory been coerced or placed under duress so as to inhibit his or her free will or knowledge and understanding of the terms set forth in this Agreement.

16. If any provision of this Agreement is held to be illegal, void or unenforceable, then such provision shall be of no force and effect, but shall not impair the legality or enforceability of any other provision of the Agreement, and the parties agree, at each other's request, to execute a new release, waiver and/or covenant that is legal and enforceable to the fullest extent permitted by law.

17. This Agreement, including this paragraph, may not be altered except by a writing signed by all parties. It may not be modified orally.

18. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party, regardless of by whom it was drafted.

19. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of New York, and the federal and state courts located in Westchester County shall have sole and exclusive jurisdiction to construe and enforce the Agreement. Any claim relating to or arising out of this Agreement shall be brought only in a court located in Westchester County, New York without resort to a jury.

20. This Agreement shall not establish a precedent with regard to how similar situations involving Mr. Richardson or anyone else may be handled in the future, and shall not be utilized, introduced or referenced by Mr. Richardson or the Association during any subsequent action, administrative proceeding or arbitration except to enforce the terms of this Agreement.

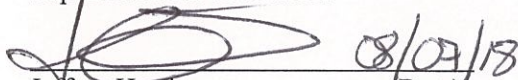
21. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute the same instrument.


22. This Agreement shall not become binding or effective unless and until ratified by a duly enacted resolution of the Board of Education.

  
Dr. Brian Osborne (Date) 8/7/18

Superintendent of Schools

  
Mr. Reginald Richardson (Date) 8/7/18

  
Jeffrey Hastie (Date) 8/09/18  
President, Board of Education

  
Joseph Starvaggi (Date) 8/7/18  
Association President