

**STIPULATION OF AGREEMENT**  
between and among the  
City School District of New Rochelle  
and  
Brian G. Osborne

**WHEREAS**, Brian G. Osborne (“Dr. Osborne”) is employed by the City School District of New Rochelle (“the District”) as the Superintendent of Schools; and,

**WHEREAS**, Dr. Osborne and the District are parties to an employment agreement covering the period July 1, 2016 through June 30, 2019 (“the Contract”); and,

**WHEREAS**, Dr. Osborne has previously advised the Board of Education that he intends to separate from the District at the conclusion of the 2018-19 school year when his employment agreement expires; and,

**WHEREAS**, the District and Dr. Osborne have determined that it is in the best interests of all parties that Dr. Osborne separate from employment with the District now in order to facilitate a smooth transition of leadership; and,

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

**NOW, THEREFORE**, the District and Dr. Osborne hereby agree as follows as and for a Stipulation of Agreement:

1. Dr. Osborne hereby submits this Stipulation of Agreement as his irrevocable resignation from employment effective at the close of business on October 2, 2018. This resignation is final, permanent and irrevocable as of the date Dr. Osborne signs this Agreement unless the District’s Board of Education fails to approve the Agreement by duly enacted resolution by October 5, 2018.

2. In return for his resignation and his waiver of claims and general release set forth in paragraphs 9 and 10, *infra*, the District agrees that it shall pay Dr. Osborne the amounts set forth herein, less applicable tax withholding and other applicable payroll taxes and withholdings. No other compensation, benefits or fees are owed or shall be paid by the District to Dr. Osborne other than as set forth in this Agreement. The payments set forth in this paragraph 2 and paragraph 3, *infra*, shall be in full and complete satisfaction of any and all monies due to Dr. Osborne related to his employment and/or separation from the District. The separation payment shall be made by the District to Dr. Osborne as follows:

- a. A payment for 26 vacation days in the lump gross sum of \$32,829.16, less appropriate tax withholding and other applicable payroll taxes and withholdings shall be made to Dr. Osborne by no later than October 19, 2018.

- b. A lump gross sum payment of \$68,181.96, less appropriate tax withholding and other applicable payroll taxes and withholdings shall be made to Dr. Osborne by no later than October 19, 2018.
- c. A lump gross sum payment of \$85,691.96, less appropriate tax withholding and other applicable payroll taxes and withholdings shall be made to Dr. Osborne between January 1, 2019 and January 10, 2019.
- d. A non-elective employer contribution to Dr. Osborne's Section 403(b) account in the amount of \$55,000.00 shall be made no later than January 31, 2019.
- e. The parties intend that this Agreement will be administered in accordance with the applicable provisions of Section 409A of the Internal Revenue Code ("Code"). To the extent that any provision of the Agreement is ambiguous as to its exemption from or compliance with Section 409A of the Code, the provision shall be read in such a manner so that the payment to be made hereunder is exempt from or complies with Section 409A of the Code.
- f. The District makes no representation or warranty and shall have no liability to Dr. Osborne or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the applicable requirements of, Section 409A.

3. In addition to the lump sum payments set forth in paragraph 2, *supra*, the District shall make a non-elective employer contribution as is provided in Article 3(b) of his Employment Agreement to Dr. Osborne's Section 403(b) account in the amount of \$10,508.00. Such payment shall be made no later October 19, 2018.

4. In consideration of the severance payments set forth in paragraphs 2 and 3, *supra*, and the continuation of health insurance set forth in paragraphs 5 and 6, *infra*, Dr. Osborne shall make himself available to the School District for a period through June 30, 2019, if and when requested by the Interim Superintendent of Schools, Board President or Counsel to the District, to meet and/or respond to reasonable requests by the School District for information and/or assistance, including but not limited to providing assistance with the transition to the Interim Superintendent of Schools and/or to provide testimony during administrative proceedings concerning matters about which Dr. Osborne may have knowledge, to be scheduled upon reasonable notice, with due regard for Dr. Osborne's personal and professional commitments, and consistent with Dr. Osborne's status as a professional educator. Dr. Osborne shall not be entitled to any additional compensation, except for travel expenses consisting of mileage, tolls and parking, for any such consultation, testimony or assistance to the School District.

5. A. Consistent with the rules of NYSHIP, Dr. Osborne's health insurance coverage shall continue through October 31, 2018. Dr. Osborne's employee premium contribution of fifteen (15%) of the applicable premium for the month of October 2018 shall be deducted from the severance payment set forth in paragraph 2(b), *supra*. Following his resignation, Dr. Osborne and/or his eligible dependents shall have the option to continue health and hospitalization coverage effective November 1, 2018 by payment to the District of 100% of the applicable monthly premium for the applicable period(s) during which such coverage may be available pursuant to applicable law and/or NYSHIP rules. Notwithstanding the above, the

District shall reimburse Dr. Osborne for the cost of continued coverage for him and his eligible dependents (less a premium contribution by him equal to fifteen (15%) percent of the applicable premium by the 5<sup>th</sup> day of each month following receipt of an invoice from the District by the 1<sup>st</sup> day of each month) for the period from November 1, 2018 through the earlier of June 30, 2019 or the date when Dr. Osborne is eligible for comparable insurance coverage from another source, not including the Health Insurance Exchange. If comparable coverage is available from another source, Dr. Osborne shall be deemed for purposes of this paragraph to have accepted it even should he decline such coverage. Dr. Osborne shall advise the District's Human Resources office of his eligibility for alternative coverage within three (3) calendar days of the commencement of such eligibility. In the event that Dr. Osborne becomes eligible for comparable coverage from another source and the contribution for such alternative coverage exceeds the amount of his contribution for District provided coverage, the District shall reimburse Dr. Osborne for the additional difference in cost for his contribution for such alternative coverage.

B. The District shall continue to provide Dr. Osborne with dental and vision insurance benefits, and Dr. Osborne shall continue to make any applicable monthly premium contributions towards such coverage, in accordance with the District's current and continuing practices for central administrative staff through the earlier of June 30, 2019 or the date when Dr. Osborne is eligible for comparable insurance coverage from another source. If comparable dental and/or vision coverage is available from another source, Dr. Osborne shall be deemed for purposes of this paragraph to have accepted it even should he decline such coverage. Dr. Osborne shall advise the District's Human Resources office of his eligibility for alternative coverage within three (3) calendar days of the commencement of such eligibility. In the event that Dr. Osborne becomes eligible for comparable coverage from another source and the contribution for such alternative coverage exceeds the amount of his contribution for District provided coverage, the District shall reimburse Dr. Osborne for the additional difference in cost for his contribution for such alternative coverage.

6. Should Dr. Osborne and/or his eligible dependents wish to continue their health and hospitalization, dental and/or vision coverage pursuant to applicable law and/or NYSHIP rules beyond June 30, 2019, they shall be responsible for paying 100% of the applicable premium for such coverage.

7. Dr. Osborne specifically acknowledges and agrees that the District has not made any representations, guarantees or commitments regarding the treatment that the New York State Health Insurance Plan (NYSHIP) and/or any other entity or agency may provide with regard to his eligibility for continued health insurance following his separation from employment as set forth in paragraph 5 of this Agreement and/or pursuant to COBRA as set forth in paragraph 6.

8. Concurrently with his execution of this Agreement, Dr. Osborne will return all District property of any sort, including but not limited to: equipment, keys, ID, passwords for District computer systems and/or software programs, documents and files (whether in hard copy or electronic versions), etc. 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 to the District.

9. Dr. Osborne 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 Dr. Osborne, as well as all possible claims that are not now known to Dr. Osborne. The only exceptions to this waiver are that Dr. Osborne may seek to enforce the specific terms of this Agreement. Dr. Osborne 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, Dr. Osborne 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.

10. Dr. Osborne agrees not to file any claim or bring any lawsuit for any claim waived in paragraph 9, or to permit anyone else to do so on his behalf. If any portion of such commitment is unenforceable or prohibited by law, then Dr. Osborne agrees not to seek or obtain personal monetary damages or personal equitable relief from the District in such legal proceedings. If Dr. Osborne breaches this or any other provision of this Agreement, the District will not only be entitled to reimbursement for any payments made to Dr. Osborne pursuant to paragraphs 2 and 3, *supra*, but also to reimbursement for any reasonable attorneys' fees and/or court costs it expends in its enforcement of this Agreement.

11. The District, for and in consideration of the agreements made by Dr. Osborne, as set forth herein, and other good and valuable consideration, hereby releases and forever discharges, and by this instrument does release and forever discharges Dr. Osborne of and from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any form whatsoever (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort or those claims which were or could have been alleged against Dr. Osborne up until the date of execution of this Agreement, or any claims arising under any and all federal, state, county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under state or federal contract or tort law against Dr. Osborne, including known or unknown claims, by reason of any actual or alleged act, omission, transaction, event or other matter arising out of his employment occurring up to and including the date of his execution of this Agreement; provided however, that this release and waiver of claims shall not apply to any conduct for which Dr. Osborne may hereafter be convicted of, or plead guilty to, as a crime.

12. Dr. Osborne represents and certifies by execution of this Agreement that he has had a full and fair opportunity to consult with his chosen attorney 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. Dr. Osborne further declares that he has been satisfactorily represented by his chosen attorney.


13. Dr. Osborne 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. Dr. Osborne acknowledges that after consultation with his chosen attorney, he has decided to execute this Agreement without utilizing all of the twenty-one (21) days mentioned herein.

14. Dr. Osborne 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 Dr. Osborne 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 Dr. Osborne 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.

15. Notwithstanding any other provision contained in this Agreement, Dr. Osborne 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.

16. Dr. Osborne 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.

17. Except as may otherwise be required by applicable law, in response to any inquiries regarding Dr. Osborne, the District shall provide the statement attached hereto as exhibit "A".



18. 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 Dr. Osborne's separation from employment.

19. 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.

20. 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.


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

22. 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.

23. 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.

24. 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.

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

  
Jeffrey Hastie  
President, Board of Education

10/2/18  
(Date)

  
Dr. Brian Osborne  
(Date)

10/2/2018  
(Date)

EXHIBIT A



**FOR IMMEDIATE RELEASE**

*For more information, contact:*

Mike Bieger, Focus Media, Inc.

845-576-2221

[mbieger@focusmediausa.com](mailto:mbieger@focusmediausa.com)

## **Board of Education and Superintendent Osborne Reach Separation Agreement**

*Dr. Magda Parvey appointed Interim Superintendent of Schools*

**NEW ROCHELLE, N.Y. (October 2, 2018)** – The New Rochelle Board of Education and Superintendent of Schools Dr. Brian G. Osborne have reached a separation agreement, effective today, October 2. The Board of Education and Dr. Osborne felt it was in the best interests of the District and the community to move forward with the transition at this time.

The announcement was made at tonight's school board meeting. Dr. Osborne had previously communicated that he did not wish to extend his tenure past the current agreement ending with the 2018-2019 school year.

The Board expressed its appreciation for Dr. Osborne's leadership during the past four and a half years, recognized the many accomplishments his administration has made during that time, and thanked him for his service to the District and the New Rochelle community. He will be compensated for the remainder of his contract for the 2018-2019 school year.

Under Dr. Osborne's leadership, the District has marked many accomplishments, including:

- Created a cohesive and consistent approach to curriculum and instruction across the entire District;
- Increased equity, ensuring expectations for learning outcomes are consistently high across all schools, providing greater levels of support to students who need it the most, and opening doors to participation in honors and AP courses to students previously denied those opportunities;
- Taken aggressive action to address facilities needs, including projects enabled by the \$106.5 million bond;

#### EXHIBIT A

- Dramatically improved all leadership and management of facilities, bringing accountability and professionalism;
- Strengthened the district's financial position, balanced budgets, replenished the fund balance and begun to fund reserves;
- Implemented a zero-based approach to budgeting with an emphasis on long-term fiscal health; and
- Created an environment that supports ubiquitous technology access throughout the District's buildings and supports modern day functionality.

"Thanks to the hard work of staff, leaders, students and community, the District is well-positioned to make even greater improvements," Dr. Osborne said. "It has been an honor to serve such a dynamic and diverse community with such talented and dedicated people working in the best interests of all students. I'm grateful to the Board of Education for enabling the improvements that we have accomplished over the last four and a half years."

The Board of Education also announced the appointment of Dr. Magda Parvey as the District's Interim Superintendent. Since August 2016, Dr. Parvey has been the District's Assistant Superintendent/Chief Academic Officer, overseeing all instructional programs and development of short- and long-range goals for New Rochelle's instructional program.

"I have much confidence in Dr. Parvey's leadership and abilities to continue moving the District forward in a positive direction," Dr. Osborne said.

Previously, Dr. Parvey held the position of Assistant Superintendent for Instructional Services in the Chapel Hill-Carrboro Public Schools in North Carolina. She also served as the Assistant Superintendent for Curriculum and Instruction with the West Islip School District in West Islip, N.Y. Dr. Parvey served as the Principal of North Coleman Road Elementary in Centereach, N.Y., and as the Assistant Principal of Coman Hill Elementary in Armonk, N.Y. She was the Executive Director of The Children's Center at SUNY Brooklyn and a Lead Teacher at P.S. 189K in New York City.

"I'm honored that the Board of Education selected me to continue the work that we've started toward the District's strategic objectives," Dr. Parvey said. "I am also thankful for Dr. Osborne's support, and am looking forward to continuing our work to restore the community trust and improve communication while also building quality schools and exceptional educational programs."

Dr. Parvey holds a Bachelor of Arts degree in English and French from Canisius College; a Master of Science degree in elementary education and a Master of Arts in educational leadership and technology, both from Adelphi University; and a Doctor of Education in administration and supervision from Fordham University.



EXHIBIT A

“I would like to thank Dr. Osborne for his service to this District for the past four and a half years,” Board President Jeffrey Hastie said. “The Board of Education has the utmost respect for Dr. Osborne and the tremendous improvements he has made in the District, and we wish him well as he takes on new challenges.”

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City School District of New Rochelle

Employee Name				Employee No.	State	Federal	Check Date	Check Amount	Check Number	
BRIAN G. OSBORNE				5619			10/16/2018	0.00	947860	
Earnings	Units	Rate	Total Amount	Deductions		Current	Year-To-Date	Attend As of 10/31/2018	Taken	Balance
TERM	1.00	68,181.960	68,181.96	FICA		0.00	7,960.80	JD	0.00	0.00
UNUSEDV	26.00	1,262.660	32,829.16	MEDI		2,408.47	5,632.80	LV	0.00	0.00
Contract			2,136.82	FEDERAL		34,405.69	68,443.32	Personal	2.50	0.50
AUTOALL			27.69	STATE		9,538.37	23,130.00	R	0.00	0.00
						422.66	3,381.28	Sick	2.00	73.50
						265.00	2,120.00	Vacation	9.00	26.00
						206.78	1,654.24			
				T-EQUIT		1,500.00	15,000.00			
<b>Check Totals</b>										
<b>Earnings Totals</b>				<b>Direct Deposit</b>		<b>Current</b>				
Current Pay Period: 103,175.63				██████████		54,428.		Contract:		
Calendar Year-To-Date: 321,789.58								Gross Pay: 103,175.63		
Fiscal Year-To-Date: 173,521.61								Deductions: 48,746.97		
								Net Pay: 54,428.66		
								Direct Deposit: 54,428.66		
								Check Amt: 0.00		

PLEASE EMAIL PAYROLL QUESTIONS TO FMPAYROLL@NREDLEARN.ORG

947860

\*\*\*\* DIRECT DEPOSIT STUB ONLY \*\*\*\*

10/16/2018

\$\*\*\*\*\*.00

BRIAN G. OSBORNE - ADMIN



BRIAN G. OSBORNE

