

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASES

This is an Agreement by and between LOUIS DIRIENZO (hereinafter referred to as "MR. DIRIENZO") a tenured Physical Education Teacher employed by the NEW ROCHELLE CITY SCHOOL DISTRICT, DR. LAURA FEIJOO, in her official capacity as SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SUPERINTENDENT" or "RELEASEE"), and the BOARD OF EDUCATION of the NEW ROCHELLE CITY SCHOOL DISTRICT, in their official capacities (hereinafter occasionally referred to as "DISTRICT", "BOARD" or "RELEASEE"); and

WHEREAS, [REDACTED]

WHEREAS, [REDACTED]

WHEREAS, the parties have been and are represented by counsel and/or appropriate union representation, the parties are desirous of resolving their differences and avoiding prolonged litigation, have had all the terms and conditions of this settlement agreement and general release (hereinafter referred to as "Agreement") clearly explained, and now freely consent to enter into this Agreement, such consent not having been induced by fraud, duress or any other undue influence; and

WHEREAS, no person not a party to this proceeding has an interest in its outcome, and no party to this proceeding is an infant or incompetent person for whom a committee has been appointed, and,

WHEREAS, (i) MR. DIRIENZO has consulted with his legal counsel and/or appropriate union representative; and (ii) has been given a reasonable period within which to consider this Agreement;

NOW, THEREFORE, in consideration of the said mutual undertakings and promises contained in this Agreement and other good and valuable considerations, the parties agree and covenant as follows:

1. The above recitations of facts and circumstances set forth in all of the preceding "Whereas" clauses are expressly incorporated herein and form a part of the terms of this Agreement.

2. MR. DIRIENZO herewith tenders his irrevocable resignation from his tenured position as a Physical Education Teacher for the NEW ROCHELLE CITY SCHOOL DISTRICT for purposes of retirement. Said resignation shall be effective on the close of business on December 31, 2019. His irrevocable letter of resignation is attached hereto as Exhibit "A". MR. DIRIENZO shall continue on administrative reassignment, continue to be paid his regular salary and continue to receive all fringe benefits in effect for the 2019/20 school year through December 31, 2019. The DISTRICT shall also pay to MR. DIRIENZO a sum equivalent to twelve (12) months' salary as a lump sum payment payable in two (2) equal installments. The first installment shall be paid no earlier than January 2, 2020 and no later than within sixty (60) days of the execution of this Agreement by all parties. The second installment of the lump sum

payment shall be made no later than within one hundred and twenty (120) days of the execution of this Agreement by all parties. MR. DIRIENZO shall receive said monies as regular salary and shall be paid subject to the same payroll deductions as had been in existence at the time of execution.

3. MR. DIRIENZO shall be entitled to receive all applicable fringe retiree benefits in accordance with the applicable collective bargaining agreement (hereinafter referred to as "CBA") between the NEW ROCHELLE FEDERATION OF UNITED SCHOOL EMPLOYEES ("hereinafter referred to as "FUSE") and the BOARD.

4. Effective the close of business on December 31, 2019, MR. DIRIENZO acknowledges that he has, by this Agreement, relinquished all right, title and interest in any position of the NEW ROCHELLE CITY SCHOOL DISTRICT, including, but not limited to the position and title of Head Varsity Football Coach and tenured Physical Education Teacher.

5. MR. DIRIENZO agrees that he will not apply for any vacancy and/or accept a position of employment in the NEW ROCHELLE CITY SCHOOL DISTRICT that exists as of the date of execution of this Agreement, or that may exist at any time thereafter.

6. MR. DIRIENZO covenants that he has not filed any action, complaint, proceeding, charge, claim for unemployment benefits, grievance or arbitration or any other proceeding, administrative or judicial, against the DISTRICT. MR. DIRIENZO hereby covenants and agrees not to file any action, complaint, proceeding, charge, claim for unemployment benefits, grievance or arbitration nor commence any other proceeding, administrative or judicial, against the DISTRICT in any court of law, admiralty or equity or before any administrative agency (including but not limited to the Department of Labor) or

arbitrator seeking damages or other remedies on MR. DIRIENZO'S own behalf, with respect to his relationship with the DISTRICT, his employment with the DISTRICT, his separation from employment from the DISTRICT, or respecting any matters which were or could have been claimed, or otherwise arising on or prior to the date of execution of this Agreement, except to the extent that any such claim concerns an allegation that the DISTRICT has failed to comply with any obligations created by this Agreement.

7. Other than as set forth in the foregoing paragraphs "2" and "3", the parties specifically agree that there shall be no additional monies or benefits paid to MR. DIRIENZO in connection with this Agreement and/or his separation from employment with the NEW ROCHELLE CITY SCHOOL DISTRICT.

8. MR. DIRIENZO hereby waives any applicable rights accorded to him under the Education Law and the Regulations of the Commissioner of Education. Specifically, MR. DIRIENZO hereby waives his rights under Education Law Sections 3012 and 3020-a.

9. Both parties do not admit, and specifically deny any guilt, liability or wrongdoing of any kind, including but not limited to any violation of any law, rule, statute, regulation, agreement or policy, and are entering into this Agreement solely for the purposes of (a) amicably resolving any and all matters in controversy, disputes, causes of action, claims, contentions and differences of any kind whatsoever between the DISTRICT and MR. DIRIENZO, and (b) avoiding the attorneys' fees and other expenses that will result from litigation. No findings of any kind have been made or issued by any mediator, arbitrator, hearing officer, administrative agency or court of law. Both parties acknowledge they are not the prevailing party in any action or putative action which either party may have filed against the other party.

10. For purposes of this Agreement the word "RELEASEES" shall include the NEW ROCHELLE CITY SCHOOL DISTRICT, its members, officers, employees, agents, and independent contractors, the SUPERINTENDENT of the NEW ROCHELLE CITY SCHOOL DISTRICT, individually and in her official capacity, the BOARD OF EDUCATION OF THE NEW ROCHELLE CITY SCHOOL DISTRICT, its members, individually and in their official capacity, its officers, employees, agents, and independent contractors.

11. MR. DIRIENZO expressly understands and agrees that the payments to and benefits received by MR. DIRIENZO pursuant to this Agreement, inclusive of the payout of any retiree fringe benefits available under the CBA upon retirement as set forth in paragraph 3 of this Agreement, shall be in lieu of any and all other amounts to which MR. DIRIENZO might be entitled from the DISTRICT as of the date of his execution of this Agreement and, without limiting the generality of the foregoing, except as hereinafter provided, MR. DIRIENZO hereby expressly waives any right or claim that he may have or may assert to employment or reinstatement to employment, or to payment for salary, back pay, interest, bonuses, damages, accrued vacation, accrued sick leave, accrued personal days, disability benefits, thrift savings plan contributions or benefits, education benefits, overtime, compensatory time, outplacement, severance pay, unemployment benefits, attorneys' fees, disbursements and/or costs of suit unless specifically set forth in this Agreement.

12. MR. DIRIENZO, except as provided in paragraph 20, for and in consideration of the payment made by the DISTRICT as set forth herein and other good and valuable consideration, hereby releases and forever discharges, and by this instrument does release and forever discharge the NEW ROCHELLE CITY SCHOOL DISTRICT and RELEASEES 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 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 RELEASEES, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which he, his heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Agreement, except a claim that RELEASEES have failed to comply with any obligations created by this Agreement.

Without limiting the generality of the foregoing, MR. DIRIENZO agrees that he knowingly and voluntarily waives all rights he has, had or may have (or that of anyone on his behalf) to commence or prosecute any lawsuit, charge, claim, complaint, or other legal proceeding or action against RELEASEES, whether an individual or class action, with any administrative agency, court or other forum, which were or could have been alleged up to the date of execution of this Agreement, and except a claim that RELEASEES have failed to comply with any obligation created by this Agreement, including, but not limited to claims brought under the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, the Pregnancy Discrimination Act of

1978, 42 U.S.C. §2000e(k), the Civil Rights Act of 1991, Pub. L. No. 102-166, 105 Stat. 1071 (1991), 42 U.S.C. §1981, the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, the National Labor Relations Act, 29 U.S.C. §151 *et seq.*, the Equal Pay Act of 1963, 29 U.S.C. §206(d), the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 *et seq.*, Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. §621 *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. §791 *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.*, the New York State Human Rights Law, N.Y. Executive Law §290 *et seq.*, Title IX, 20 U.S.C. §1681 *et seq.*, the New York Civil Rights Law, N.Y. Civil Rights Law §79-e *et seq.*, the New York Equal Pay Law, N.Y. Labor Law §§194-198, under any and all other federal, state and local equal employment, fair employment and civil or human rights law (whether statutory, regulatory or decisional), under the statutory, regulatory or common law of any jurisdiction, including, but not limited to, any and all tort claims (*e.g.*, assault, battery, false imprisonment, defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, wrongful termination, negligent hiring, supervision and/or retention, conversion, interference with contract, abusive discharge) and under any and all federal, state and local laws relating to employment and/or gender discrimination, pregnancy discrimination, sexual and/or other harassment, retaliation, benefits, labor or employment standards, or retaliation.

13. Except as provided in paragraph 20, MR. DIRIENZO specifically agrees that he knowingly and voluntarily releases and forever discharges, and by this instrument does release and forever discharge the NEW ROCHELLE CITY SCHOOL DISTRICT and RELEASEES 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 claims brought under the Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. §621 *et seq.*, as amended by the Older Worker Benefit Protection Act, which were or could have been alleged by MR. DIRIENZO, his heirs, executors, administrators, successors and assigns up until the date of execution of this Agreement. To comply with the Older Workers Benefit Protection Act of 1990 (OWBPA), this Agreement and Release has advised MR. DIRIENZO of the legal requirements of the Act, and fully incorporates the legal requirements by reference into this Agreement as follows:

- a) MR. DIRIENZO understands the terms of this Agreement;
- b) MR. DIRIENZO has been advised of his right to consult with an attorney or union representation of his own choosing to discuss the terms of this Agreement, and specifically acknowledges that he has fully discussed the terms of this Agreement with legal counsel or union representation of his own choosing and understands the meaning and effect of his waiver of all rights and claims under the ADEA;
- c) MR. DIRIENZO does not waive any rights or claims under the ADEA that may arise after the date of execution of this Agreement;
- d) MR. DIRIENZO is receiving consideration beyond anything of value to which he is already entitled in exchange for his execution of this Agreement;

- e) MR. DIRIENZO acknowledges that RELEASEES have afforded him the opportunity to consider the terms of this Agreement for a period of twenty-one (21) days;
- f) The parties acknowledge that MR. DIRIENZO may revoke this Agreement within seven (7) days after the Agreement has been executed by all parties and that the Agreement shall not become effective until the eighth (8th) day after the execution of this Agreement. In the event MR. DIRIENZO chooses to exercise his option to revoke this Agreement, MR. DIRIENZO shall notify the DISTRICT CLERK in writing of said revocation, no later than 5:00 P.M. of the last day of the revocation period.

14. This Agreement shall not be effective or binding upon MR. DIRIENZO and/or the DISTRICT unless and until it is approved by the BOARD, by formal resolution.

15. MR. DIRIENZO'S letter of resignation, which letter shall not be subject to reconsideration or recall by MR. DIRIENZO, shall be held by the DISTRICT in escrow, pending final approval by the BOARD of this proposed Agreement and, in the event that the BOARD declines to approve the same, MR. DIRIENZO'S resignation and this Agreement shall be of no force and effect.

16. MR. DIRIENZO represents and acknowledges that no representation, statement, promise, inducement, threat or suggestion has been made by RELEASEES and/or the attorneys for RELEASEES, to influence him to sign this Agreement, except such statements as are expressly set forth herein.

17. The DISTRICT and RELEASEES for good and valuable consideration made by MR. DIRIENZO, as set forth herein, and other good and valuable consideration, hereby releases and forever discharges, and by this instrument does release and forever discharge MR. DIRIENZO 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 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 MR. DIRIENZO, excluding any claim that MR. DIRIENZO has failed to comply with any obligations created by the Agreement. The foregoing shall exclude any claims under federal, state, county or local law which arise from any criminal or illegal act, defalcation, false claim, receipt of monies, or any other act involving the illegal or unauthorized conversion of monies or things of value of the DISTRICT and/or RELEASEES by MR. DIRIENZO, by his own acts or by the acts of others or third parties through confederation with MR. DIRIENZO, or by MR. DIRIENZO acting alone or in confederation with others on behalf of a third party.

18. MR. DIRIENZO acknowledges and agrees that he has been given a sufficient time period within which to consider this Agreement, that he has read this Agreement, that he has fully discussed the terms of this Agreement with his attorney or union representation of his own choosing and that he has fully reviewed the claims and rights which are being released and

his obligations under this Agreement. MR. DIRIENZO further acknowledges and agrees that, in deciding to execute this Agreement, he has had the opportunity to ask any questions that he may have of anyone, including legal counsel, union representation of his own choosing and personal advisors of his own choosing, and that he has executed this Agreement freely, voluntarily, and of his own will, and with full and complete understanding of its terms and effects.

19. MR. DIRIENZO specifically acknowledges that he understands that this Agreement is a legally binding document and that by signing this Agreement he is prevented from filing, commencing or maintaining any action, complaint, charge, grievance, arbitration or other proceeding against RELEASEES, except as expressly permitted by the terms of this Agreement.

20. The parties acknowledge that the provisions herein shall be inapplicable to MR. DIRIENZO'S statutory right to defense and indemnification pursuant to the Education Law and/or the Public Officers' Law (to the extent applicable), which are preserved.

21. The parties acknowledge that this Agreement represents the full, final, and complete resolution of this matter; so that this Agreement supersedes all prior agreements, written or oral, if any, between the parties. This Agreement may not be changed except by an instrument in writing signed by the parties.

22. Except as required by law, by lawful subpoena or by lawful order of a court or other tribunal having appropriate jurisdiction, the potential disciplinary charges including any documents and investigations related thereto, the existence and terms of this Agreement, the consideration paid hereunder, the identity of the parties released under this Agreement and the documents and correspondence between the parties and the discussions and negotiations

concerning the settlement are deemed confidential, and shall not be disclosed by any party to any individual or entity not a party to this Agreement. Without limiting the generality of the foregoing, each party to this Agreement shall not initiate, nor respond to, nor in any way participate in, nor contribute to any discussion, public, private or otherwise, nor take part in any other form of publicity concerning, nor in any way relating to, the execution and terms of this document and the disputes between the parties that led to any of the differences and/or disputes between them. Notwithstanding the foregoing, the parties herewith acknowledge that said information shall be disclosed to certain DISTRICT administrators as well as the DISTRICT CLERK and said individuals shall be bound by this confidentiality provision at all times. The parties herewith further acknowledge that MR. DIRIENZO shall be permitted to disclose such information to his attorney(s), union representatives, immediate family, accountants, tax advisors and financial advisors and said individuals shall be bound by this confidentiality agreement at all times.

23. RELEASEES shall limit their response to any inquiries concerning MR. DIRIENZO'S employment with the DISTRICT to the position held, dates of employment, salary at the time of his resignation and that he resigned his tenured position for purposes of retirement.

24. If any provision of this Agreement is determined to be contrary to law by a court of competent jurisdiction, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect, provided that severance does not vitiate the intent of the parties. If any such deleted provision involves compensation or a monetary or fringe benefit, the undersigned parties agree to negotiate as part of this Agreement in place of such deleted

provision a substitute of comparable value thereto, and in the event of an inability to agree exceeding forty-five (45) days from the date of the declaration of illegality either party hereto may submit the issue for final disposition to arbitration by the American Arbitration Association pursuant to its Rules for Voluntary Labor Arbitration. The arbitrator appointed to hear the matter shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision. The parties herewith acknowledge that any violation of this provision by the parties and/or anyone acting on their behalf may be considered a material breach of this AGREEMENT.

25. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

26. The parties agree to cooperate fully and execute this Agreement and all supplementary documents and take any and all additional action which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

27. Within fifteen (15) days of the approval of this agreement by the BOARD, MR. DIRIENZO, or his designee, shall be permitted, after school hours and subject to reasonable supervision by the DISTRICT, to retrieve his personal property from the DISTRICT as well as his materials stored on the DISTRICT'S computer system.

28. The parties represent and agree that they will not disparage or cause others to disparage each other (including the RELEASEES) or make, solicit, or post or cause others to make, solicit or post any comments, statements, photographs or the like to the media, on the internet, on any social media platforms or to any individuals that may be considered to be derogatory or detrimental to the good name and/or reputation of either party (including the


RELEASEES). The parties herewith acknowledge that any violation of this provision by the parties and/or anyone acting on their behalf may be considered a material breach of this AGREEMENT.

29. In the event either party receives any third party (inclusive of media, community members, parents, staff members and/or students) inquiries and/or requests for information regarding MR. DIRIENZO'S work status, work assignments or any matter related to this Agreement and/or the events, facts and/or or circumstances which led to the execution of this Agreement by the parties, the parties will limit their response to the agreed upon public statement attached hereto as Exhibit "B". Said statement may be released by either party individually or by both parties jointly, after the execution of this Agreement by all parties. The parties herewith acknowledge that any violation of this provision by the parties and/or anyone acting on their behalf may be considered a material breach of this AGREEMENT.

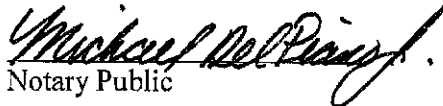
30. MR. DIRIENZO herewith acknowledges that the DISTRICT has made no representation(s) to him as to the position of the Internal Revenue Service ("IRS") regarding any of the payments made pursuant to this Agreement or as to the position of the Teachers' Retirement System ("TRS") regarding whether said payments will be considered as pensionable service time and/or included in MR. DIRIENZO'S final average salary ("FAS") for pension purposes. In the event that either the IRS or TRS renders an adverse determination against MR. DIRIENZO with respect to any of the monies paid pursuant to this Agreement, such determination shall have no impact upon the enforceability of this Agreement which shall continue to be valid and binding upon the parties.

31. MR. DIRIENZO shall be solely responsible for any and all Federal and/or State taxes to the extent said monies may be owed by him arising from the payment of the settlement monies set forth in this Agreement.

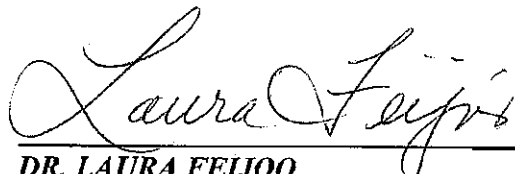
SIGNATURE PAGE TO FOLLOW

Dated: 11/29/19 By: 
LOUIS DIRIENZO

On the 29th day of November, 2019, before me personally came **LOUIS DIRIENZO**, to me known and known to be the individual described herein.



Notary Public

MICHAEL J. DELPIANO
Notary Public, State of New York
No. 02DE6277005
Qualified in ~~Albany~~ County
Commission Expires Feb. 25, 2021

By: 
DR. LAURA FEIJOO
SUPERINTENDENT OF SCHOOLS

Dated: December 3, 2019

On the 3rd day of December, 2019, before me personally came **DR. LAURA FEIJOO**, to me known and known to be the individual described herein.


Notary Public

LISDALIA I. SARAIVA
Notary Public, State of New York
No. 01SA6069252
Qualified in Westchester County
Term Expires January 28, 2022

**BOARD OF EDUCATION OF THE
NEW ROCHELLE CITY SCHOOL DISTRICT**

Dated: December 3, 2019

By: _____

AMY MOSELHI
BOARD PRESIDENT

On the 3rd day of December, 2019, before me personally came AMY MOSELHI, to me known and known to be the individual described herein.

Lisdalia I. Saraiva
Notary Public

LISDALIA I. SARAIVA
Notary Public, State of New York
No. 01SA6069252
Qualified in Westchester County
Term Expires January 28, 2022

EXHIBIT A

November 27, 2019

Dear Dr. Feijoo:

I herewith submit my resignation for purposes of retirement from the position of Physical Education teacher. My resignation for purposes of retirement shall be effective on December 31, 2019. I understand, acknowledge and agree that this letter of resignation is irrevocable.

My resignation is subject to and contingent upon the execution of a certain Agreement by the Board of Education of the New Rochelle City School District.



LOUIS DIRIENZO

EXHIBIT B

After 28 years of service to the New Rochelle City School District, its students and student athletes, Coach Louis DiRienzo has decided to resign from his position(s) effective December 31, 2019. The Board thanks Coach DiRienzo for his years of dedicated service to the community and wishes him well in all of his future endeavors.

Coach DiRienzo stated:

After much thought, I have decided to resign from my positions as head football coach and teacher at New Rochelle High School. I am proud of my students' and teams' accomplishments on and off the football field these past 28 years. I will always be rooting for the Huguenots and the New Rochelle community. I thank the community for its support over the years.