

Sheila Casinelli

From: Joseph Kobza
Sent: Thursday, January 25, 2024 11:49 AM
To: Bill Bittar
Cc: Sheila Casinelli
Subject: RE: FOI Request

Hi Bill,

Sheila is serving as the clearinghouse of the FOIAs. As you can imagine, we have a lot of them in. I know she has a meeting at noon today to work on addressing the ones we have, especially the ones with student identifiable information.

I'm hoping we will be able to get it out to you in the coming days.

Thanks
Joe

From: Bill Bittar <themonroesun@gmail.com>
Sent: Thursday, January 25, 2024 11:33 AM
To: Joseph Kobza <jkobza@monroeps.org>
Subject: FOI Request

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Hi Joe,

Hope all's going well with the budget process! I'm writing to request a copy of the settlement agreement with Coach Steve Christy under the Freedom of Information Act when it becomes available.

Also, where does my previous FOI request on this issue stand?

Thanks,
Bill

AGREEMENT

This Agreement is being entered into voluntarily by and between the Monroe Board of Education (the "BOARD") and Steven Christy (the "COACH"). The purpose of this Agreement is to resolve all issues between the BOARD and the COACH (collectively the "PARTIES") relating to the COACH's services as the Masuk High School football coach and the results of the recent investigation. (the "INVESTIGATION").

IT IS HEREBY AGREED AS FOLLOWS:

1. Tenure of COACH

The COACH hereby submits his irrevocable letter of retirement as the Masuk High School football coach, effective as of the date in the attached retirement letter. It is further agreed that the COACH's signature to this Agreement also constitutes his irrevocable letter of retirement and that no further action by the BOARD or school administration is required to accept his letter of retirement. Upon receipt of the COACH's irrevocable letter of retirement, the BOARD shall suspend the consideration of Board action against the COACH pursuant to Connecticut General Statutes Section 10-222e.

2. Conditions for the 2024 Football Season

All parties agree, and to memorialize their agreement, the following shall be implemented and followed by the COACH during the 2024 season:

- (i) Regardless of when the COACH most recently received training on concussions, he shall take CIAC approved or other district-approved concussion training during the summer of 2024 prior to the football season; and shall provide written documentation that he and the other football coaches have received such training during that time.
- (ii) The COACH shall, in coordination with the athletic trainer, prepare and/or update and/or amend a written protocol (to be approved by the Superintendent or designee) to define the process to treat athletes who have sustained an injury. This protocol shall comply with all CIAC rules/guidelines and at a minimum require (a) the head coach to receive a written notice from the trainer that an athlete has been injured and cannot play (the COACH must sign such notice); and (b) that prior to returning an injured athlete to play, the COACH must receive a written notice from the trainer (the COACH must sign such notice) stating that the athlete may return to competition; and (c) that the helmet of any athlete experiencing concussion symptoms must be taken so that he cannot return to play. Once approved, this protocol must be sent to all athletes and parents.
- (iii) The COACH shall, prior to the start of practices, send a written correspondence to the players and parents that states:

“Any player who sustains an injury in practice or in a game must immediately report his injury to the trainer or a football coach. There shall be no retaliation against any player who reports any such injury and players should feel free to report their injuries at any time.”

- (iv) The COACH shall refrain from using foul language at games and at practices and should direct the other coaches to do the same.
- (v) The COACH shall cooperate in any investigation conducted by the district.
- (vi) The COACH shall refrain from public communications regarding the investigation and the proceedings leading up to this Agreement that uses the names of students.

3. Failure to Meet Conditions

It is understood that if the COACH fails to meet the conditions set forth in Paragraph 2 above, or violates Board policies, the Assistant Superintendent of Schools may terminate the COACH. Prior to taking such action, the COACH shall be provided with a written statement of the reasons for such action and an opportunity to be heard by the Assistant Superintendent. However, the decision of the Assistant Superintendent shall be final.

4. General Release of Claims

In exchange for the consideration set forth above, the COACH for himself and on behalf of his heirs, hereby releases, discharges, waives and covenants not to sue the BOARD (including but not limited to its individual members, its agents, attorneys, insurers and employees, including but not limited to Joseph Kobza and Sheila Casinelli (the “RELEASED PARTIES”) of and from any and all claims, causes of action, lawsuits, charges or claims of any kind, in any forum, regardless of whether such claims are known, unknown, existing now or otherwise. This is intended to be a general release of all claims, of any kind, including but not limited to any claim arising under contract, tort, common law, state or federal statute, state or federal constitution, due process, slander, defamation, detrimental reliance, discrimination or any other claim. If any claim of discrimination is brought by or on behalf of the COACH before any administrative or other tribunal, the COACH hereby waives any and all recovery that may be awarded and/or issued by such tribunal.

5. Release of Claims Under the Age Discrimination in Employment Act

The COACH understands that he is releasing the BOARD and RELEASED PARTIES from any and all claims under the Age Discrimination in Employment Act, 29 U.S.C. Section 631 et seq. (the “ADEA”), so long as such claim arose prior to his execution of this Agreement. As such, the COACH understands and acknowledges the following:

- (i) He has a period of twenty-one (21) days to review this Agreement before signing it; which is a period he may voluntarily waive by signing it before 21 days expire.

- (ii) That this Agreement was written in a manner that he understands and that he does understand the contents of this Agreement and that he is signing it voluntarily.
- (iii) That the consideration he is receiving in this Agreement is not something he was already entitled to receive. Rather, this Agreement is being entered into between the PARTIES based on the mutual consideration contained in this Agreement.
- (iv) That he has been advised to consult with an attorney of his own choosing and that he has consulted with an attorney of his own choosing with respect to this matter.
- (v) That he has seven (7) days to revoke this Agreement after he signs it. In order to revoke this Agreement, he must provide written notice of the revocation to the following no later than 5:00 p.m. on the seventh day after he signs it:

Sheila Casinelli, Assistant Superintendent of Schools
Monroe Board of Education
375 Monroe Turnpike
Monroe, CT 06468
scasinelli@monroeps.org

6. Entire Agreement

This is the entire agreement between the PARTIES. The COACH is entitled to no further consideration or other benefits other than what is set forth in this Agreement.

7. Mutual Non-Admissions

By entering into this Agreement, the BOARD does not admit that it has engaged in any act of wrongdoing towards the COACH. It is instead entering into this Agreement to avoid protracted proceedings. To the same extent, by entering into this Agreement, the COACH does not admit that he has engaged in any wrongdoing. He is instead entering into this Agreement to avoid protracted proceedings.

8. Voluntary Agreement

The PARTIES are entering into this Agreement voluntarily and without undue influence from any other person or party.

9. Connecticut Law

This Agreement shall be governed by Connecticut Law.

10. Board Approval

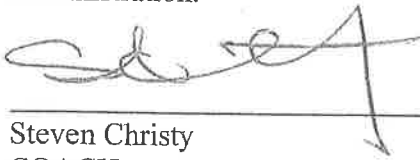
It is understood that this Agreement is subject to approval by the BOARD. If the BOARD does not approve this Agreement, it shall be deemed null and void and the mutual promises set forth in this Agreement shall be deemed null and void. If such occurs, the BOARD may continue any proceedings regarding the COACH and the COACH may resume any such proceedings as well.

11. Consent For Board Discussion to Approve Agreement

The COACH understands that in order to consider this Agreement, the BOARD shall convene into executive session to discuss it (any approval must be via motion and vote in public session). During such discussion, the BOARD members may likely discuss the COACH and the circumstances leading up to this discussion. The COACH nevertheless consents to this discussion.

12. Coaching Staff

COACH, in consultation with the AD and/or designee, may make recommendations for Assistant Coach positions. However, it is understood that, pursuant to established policy, procedure and management rights, the only authority to hire, appoint, select, assign, non-renew and/or terminate any other coach is solely within the province of the BOARD and/or school administration.



Steven Christy
COACH

01/04/24

Date



David Ferris
On Behalf of the BOARD

01/18/2024

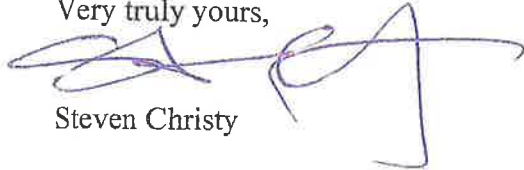
Date

Date: 01/08/24

To Whom It May Concern:

For personal reasons, I have decided to retire as the Masuk High School football coach, effective the end of the last game of the 2024 football season. Therefore, I am submitting this irrevocable letter of retirement, effective on such date and without the ability to apply for further coaching positions. I understand that there is no further action required by the Board of Education to accept this irrevocable letter of retirement. I am thankful for all of the opportunities that I have had to coach the exceptional athletes in Monroe.

Very truly yours,



Steven Christy

DF 1/18/24