

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT and GENERAL RELEASE (hereinafter, “Agreement”) is made and entered into this _____ day of _____, 2022 (“Effective Date”), by and between the **School District of the City of Scranton** (hereinafter, the “Scranton School District” or the “District”), **John Castrovinci** (hereinafter, “Castrovinci”)(collectively, the “District Defendants”) and **The Scranton Federation of Teachers, Local 1147** (hereinafter, the “Union” or “SFT”) and **George M. Roskos** (“Roskos”)(collectively, the “Parties”), on the following terms and conditions:

RECITALS

WHEREAS, the SFT is the exclusive bargaining representative for individuals employed by the Scranton School District as professional employees, including Roskos;

WHEREAS, the District and the Union currently operate pursuant to a Collective Bargaining Agreement (“CBA”);

WHEREAS, Roskos is employed by the District as a professional employee;

WHEREAS, Roskos was formerly employed by the District as Head Varsity Baseball Coach at West Scranton High School;

WHEREAS, the District suspended Roskos with pay from his position as Head Varsity Baseball Coach at West Scranton High School on April 30, 2018;

WHEREAS, by letter dated July 17, 2018, the District suspended Roskos without pay from his position as Head Varsity Baseball Coach at West Scranton High School;

WHEREAS, the Union filed a grievance, Grievance No. G7-18, challenging the suspension with pay as Head Varsity Baseball Coach at West Scranton High School, followed by another grievance, Grievance No. G13-18, challenging the suspension without pay, which was assigned AAA Case No. 01-18-0002-9666 by the American Arbitration Association (hereinafter collectively referred to as the “2018 Grievance Proceedings”);

WHEREAS, on November 13, 2018, Roskos also filed a federal complaint in the United States District Court for the Middle District of Pennsylvania at Docket No. 3:18-CV-02189, and an Amended Complaint on February 5, 2019, against the District and Dr. Alexis Kirijan, raising claims for violations of procedural due process under the Fourteenth Amendment pursuant to 42 U.S.C. § 1983 (hereinafter, the “2018 Federal Litigation”);

WHEREAS, on April 1, 2019, Roskos, the Union and District entered into a settlement agreement resolving the claims asserted in the 2018 Grievance Proceedings and the 2018 Federal Litigation (hereinafter referred to as the “2019 Settlement Agreement”);

WHEREAS, following the 2019 Settlement Agreement, the District issued a written warning letter to Roskos, dated June 9, 2020, regarding his role in the issuance of the Coach Ed Brudnicki Memorial Award and the Dennis Petillo Memorial Team Player Award (collectively referred to herein as the “Awards”) to members of the West Scranton High School Invader Varsity Baseball Team (the “Team”);

WHEREAS, the Union filed a grievance, Grievance No. 5-20, challenging the written warning letter issued to Roskos in connection with the aforesaid Awards (hereinafter, the “2020 Grievance”);

WHEREAS, by letter dated June 7, 2021, the District suspended Roskos without pay in his capacity as a professional employee of the District, again related to role in issuing the aforesaid Awards;

WHEREAS, the Union filed another grievance, Grievance No. 3-21, challenging the suspension without pay (hereinafter, the “2021 Grievance”);

WHEREAS, the 2021 Grievance was consolidated with the 2020 Grievance and assigned AAA Case No. 01-20-0007-3338 by the American Arbitration Association;

WHEREAS, on June 10, 2021, Roskos also filed a federal complaint in the United States District Court for the Middle District of Pennsylvania at Docket No. 3:21-CV-1027, against the District and Castrovinci, raising claims for violations of procedural due process under the Fourteenth Amendment pursuant to 42 U.S.C. § 1983 (hereinafter, the “Pending Federal Litigation”);

WHEREAS, an arbitration hearing was scheduled to occur on February 3, 2022 regarding the 2020 Grievance and the 2021 Grievance;

WHEREAS, the Parties have engaged in settlement negotiations to globally resolve the 2020 Grievance, the 2021 Grievance and the Pending Federal Litigation;

WHEREAS, the Parties desire to settle, resolve, compromise and discharge with prejudice any and all disputes between them and to avoid the time, expense, distraction and uncertainty of litigating the 2020 Grievance, the 2021 Grievance and the Pending Federal Litigation, through this Settlement Agreement and General Release without any admission of liability or concession of fault whatsoever;

WHEREAS, all Parties have been free to consult, and have consulted, with independent attorneys of their own choice;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **COVENANTS**. In exchange for the valuable consideration set forth herein, the Parties agree to the following:

- a. The Parties agree to settle the 2020 Grievance, the 2021 Grievance and the Pending Federal Litigation for a lump sum payment of \$20,500.00 (Twenty Thousand Five Hundred Dollars and No Cents), inclusive of attorney's fees and costs, jointly payable by the District to Roskos and his counsel, Frank J. Tunis, Jr.
- b. Roskos shall not be prohibited from playing a role in the purchase of the Awards or the selection process for future recipients of the Awards presented to the Team, including seeking input and suggestions from the Team coaches.
- c. Roskos agrees that: (1) he shall not present and/or distribute the Awards, or any other athletic awards, athletic honors and/or athletic recognitions on any District Property, with the exception of the annual wrestling award presented by Roskos' mother in honor of Roskos' late

father, a former English teacher and hall-of-fame wrestling coach at West Scranton High School; (2) he will not imply or otherwise create the impression that he is acting on behalf of the District, or with the endorsement of the District, regarding the distribution of any athletic awards, athletic charitable contributions, athletic fundraising activities, or any activity involving District athletics ; and (3) that he will include the school principal on any communications relating to the publicity of the Awards winners.

- d. The perpetual plaques of the annual winners of the Awards will continue to be updated and displayed in the trophy case at West Scranton High School.
- e. The District agrees that the written warning letter issued to Roskos dated June 9, 2020 will be vacated and removed from Roskos' personnel file.
- f. The District agrees the one day suspension issued by letter dated June 7, 2021, effective June 9, 2021, will be vacated and removed from Roskos' personnel file.
- g. Except as otherwise set forth herein, the terms of the 2019 Settlement Agreement will remain in full force and effect.
- h. Each party agrees to bear their own attorney's fees and costs.
- i. The Union and Roskos shall withdraw and discontinue with prejudice the 2020 Grievance and the 2021 Grievance.
- j. Roskos agrees to take all necessary steps and file all necessary documents to voluntarily dismiss with prejudice the Pending Federal Litigation within seven (7) days of the effective date of this Agreement.

2. **RELEASE**. In exchange for the valuable consideration set forth herein, Roskos agrees to the following;

- a. In consideration for the commitments and consideration set forth herein, consideration which Roskos and the Union hereby

acknowledge is in addition to anything of value to which Roskos is already entitled, Roskos and the Union, intending to be legally bound, on behalf of their dependents, heirs, estate, executors, administrators, representatives, successors, assigns and agents, do hereby release unconditionally and irrevocably remise, release and forever discharge the District and each and every of its commissioners, directors, officers, employees, attorneys, representatives, administrators, assigns and/or agents, both current and former, and Castrovinci, of and from any and all complaints, actions, liabilities, obligations, promises, agreements, controversies, damages, claims, causes of action, liens, lawsuits, debts, demands, costs, losses, rights, charges and/or expenses (including attorneys' fees and costs), of any nature whatsoever, direct or indirect, asserted or unasserted, known or unknown, suspected or unsuspected, in law or in equity, which Roskos, or the Union on behalf of Roskos, ever had, now has, or hereafter may have against the District or Castrovinci, arising at any time up to the date of this Agreement, including without limitation of the foregoing general terms. This Agreement expressly includes but is not limited to claims under the Pennsylvania Labor Relations Act; Act 111 or Act 195; Title VII of the Civil Rights Act of 1964; § 1983 of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Americans with Disabilities Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Pennsylvania Human Relations Act; the Pennsylvania Workers' Compensation Act; the Collective Bargaining Agreement between the Union and the District; the Local Agency Law; the Older Workers' Benefit Protection Act; any claim for attorneys' fees under any state or federal statute; and any and all laws, acts, statutes, ordinances, regulations, or any recognized cause of action of the Commonwealth of Pennsylvania or federal law regarding, or arising from Roskos's employment with the District, as well as any and all claims raised (or that could have been raised) in the 2020 Grievance, the 2021 Grievance or the Pending Federal Litigation. This Release covers claims arising up to and include the date of this Agreement, but does not cover claims relating to the validity or enforcement of this Agreement.

- b. Roskos agrees that he is solely responsible for the tax liabilities and consequences which are attributable to him and may result from his receipt of any payment under this Agreement, and Roskos agrees that the District shall bear absolutely no responsibility or such liabilities or

consequences. Further, Roskos agrees that the District shall not be required to pay any further sums to him, or to any other person or entity, if for any reason the tax liabilities and consequences to Roskos are ultimately assessed in a fashion which Roskos does not presently anticipate. Roskos hereby acknowledges and agrees that the District has not made any representations, or given any advice, about the tax consequences of this Agreement.

3. **NON-ADMISSION OF LIABILITY.** The Parties hereto agree that neither this Agreement nor any action taken by the Parties hereto, either previously or in connection with the compromise reflected in this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any matter pertaining to any claim, demand, or cause of action referred to herein or relating to the subject matter of this Agreement, or evidence of any violation of any statute or law or of any liability or wrongdoing by any Party, or any acknowledgement by them of any fault or liability to any other Party hereto or to any other person or entity.

4. **UNIQUENESS OF AGREEMENT.** Roskos, the Union, and the District Defendants agree that the provisions of this Agreement are unique unto Roskos and, therefore, shall not represent nor operate as precedent or past practice regarding any other members of the bargaining unit, present or future, involved in a similar situation and shall not prejudice any party with respect to any position taken in the future.

5. **DUTY OF FAIR REPRESENTATION.** Roskos acknowledges that the Union has discharged its duty of fair representation that it owed to him as a member of the bargaining unit.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire, complete and integrated statement of each and every term and provision agreed to by and among the Parties. It contains the entire Agreement and understanding between the Parties relating to the subject matter contained herein, superseding any prior oral or written agreements pertaining to said subject matter. No other promises, representations or other inducements have been made to any Party in exchange for this Agreement. Any amendments hereto shall not be effective unless they are in writing signed by the Parties or their duly authorized representatives. No provision of this Agreement may be waived, altered, amended, or modified in any respect or particular whatsoever except by written agreement duly executed by each of the Parties to this Agreement.

7. **NO PRESUMPTION AGAINST THE DRAFTER.** The fact that one of the Parties may have drafted or structured any provision of this Agreement shall not be considered in construing the particular provision either in favor of or against such Party.

8. **WHEREAS PROVISIONS.** The Parties agree that the “whereas” provisions herein are not merely prefatory but are incorporated by reference and are material terms of this Agreement.

9. **SEVERABILITY.** If any term, condition, clause or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or invalid at law, or for any other reason, then only that term, condition, clause, or provision as is determined to be void or invalid shall be stricken from this Agreement, and this Agreement shall remain in full force and effect in all other respects.

10. **FULL AUTHORITY.** The Parties represent that they have full authority to enter into this Agreement.

11. **OPPORTUNITY TO REVIEW.** The Parties hereto represent that they have carefully reviewed and fully understand the terms, conditions, meaning and intent of this Agreement, and that each Party has had an opportunity to review the terms, conditions and provisions with legal counsel prior to the execution hereof. Each Party specifically hereby acknowledges receipt of a copy of this Agreement before signing it and acknowledges that each and every provision of this Agreement is contractual, legally binding and not mere recitals.

12. **VOLUNTARY ACT.** The Parties agree to sign this Agreement as a voluntary act and deed, and represent that such execution was not the result of any duress, coercion or undue influence upon any of them.

13. **ADVICE OF COUNSEL.** This Agreement is made by each Party knowingly and with the advice of counsel based on each Party’s perceived best interest, and each Party has had adequate time to review this Agreement with counsel.

14. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date on which the District executes the Agreement following any formal approval as required by law.

15. **REPRESENTATIONS.** The Parties warrant and represent that they are the holders of all claims sought to be released herein, and that none of the claims, counterclaims, demands or causes of action arising out of or relating to the subject matter of this Agreement have been sold, assigned, transferred or conveyed to others, or otherwise disposed of, either voluntarily or involuntarily.

16. **BINDING NATURE OF PROVISIONS.** The provisions of this Agreement shall be binding and inure to the benefit of each of the Parties and their respective heirs, spouses, executors, administrators, agents, representatives, successors and assigns.

17. **GOVERNING LAW.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall in all respects be interpreted, enforced and governed under the laws of Pennsylvania.

18. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of original, telecopied or emailed counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

19. **CONFIDENTIALITY.** The Parties, including their counsel, shall treat as confidential the terms and conditions of this Agreement and agree that, except as required by law, they will not disclose, cause to be disclosed, or characterize in any way to others, except to their respective attorneys and tax advisors on a need-to-know basis, the terms of this Agreement, excepting only the fact that the matter has been amicably resolved. The Parties further agree to instruct their attorneys and tax advisors not to disclose, cause to be disclosed, or characterize in any way to others, the terms of this Agreement. Further, at no time shall any party, in any way, either directly or indirectly, publicize or characterize in any way including but not limited to any public statement or through mass media, local and micro-media (e.g., blogs, vlogs, podcasts, Patch) and social media, the terms and conditions of this Agreement as well as comment, like, or dislike, on any site publishing or hosting any article, video, or audio about or relating to Civil Action No: 3:21-CV-1027. Additionally, the Parties and their counsel expressly agree to decline comment on and refrain from disclosing any aspect of this Agreement to any member of the mass media, local and micro-media, social media, legal community, or any member of the public at large. This paragraph is intended by the Parties to become part of the consideration for entering into and

executing this Agreement. The Parties agree that this confidentiality provision is given consideration for mutual promises of confidentiality only.

20. **BREACH OF AGREEMENT**. It is further agreed by the Parties that this Agreement shall be deemed breached and a cause of action accrued thereon immediately upon the commencement of any act, action, or conduct contrary to the Agreement, and in any such action this Agreement may be pleaded by any of the parties, both as a defense and a counter-claim or cross-claim in such action.

21. **LIQUIDATED DAMAGES**. In the event that any Party breaches the terms of this Agreement, the breaching party shall pay liquidated damages in the amount of \$500.00 to the non-breaching Party for each violation. A violation includes failing to perform any obligation required by the terms of this Agreement according to all applicable requirements of this Agreement. Liquidated damages shall accrue simultaneously for separate violations of this Agreement and shall continue to accrue until performance is satisfactorily completed or until the violation ceases.

----- SIGNATURE PAGE FOLLOWS -----

----- THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK -----

**PLEASE READ CAREFULLY, THIS AGREEMENT INCLUDES A
GENERAL RELEASE OF ALL CLAIMS.**

IN WITNESS HEREOF, the Parties hereto, intending to be legally bound hereby, have hereunto affixed their signatures.

School District of the City of Scranton:

Sam Gianni (SIGN)
Tara Gianni (PRINT)
2/27/22 (DATED)

John Castrovinci:

_____ (SIGN)
_____ (PRINT)
_____ (DATED)

The Scranton Federal of Teachers, Local 1147:

_____ (SIGN)
_____ (PRINT)
_____ (DATED)

George M. Roskos:

_____ (SIGN)
_____ (PRINT)
_____ (DATED)