

THE STATE EDUCATION DEPARTMENT  
THE UNIVERSITY OF THE STATE OF NEW YORK

X

**In the Matter of the Disciplinary Proceeding  
NEW YORK CITY DEPARTMENT OF EDUCATION**

Complainant,

-against-

**POST-CHARGE  
STIPULATION  
OF  
SETTLEMENT**

PHILIP NOBILE,

SED File # 29,258

Respondent.

X

Pursuant to Education Law §3020-a.  
Arbitrator Mary O'Connell

WHEREAS, the Department of Education of the City of New York commenced disciplinary charges against Philip Nobile, ("Respondent"), a tenured teacher currently assigned to the Absent Teacher Reserve ("ATR") in District 14, pursuant to Education Law §3020-a and the Collective Bargaining Agreement; and

WHEREAS, the parties desire to eliminate the need for a formal hearing, have held discussions where they were represented by counsel, have had all terms and conditions of this Stipulation of Settlement thoroughly explained and now freely consent to enter into this Stipulation of Settlement; such consent not having been induced by fraud, duress, or any other influence; and

WHEREAS, no other 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, the parties have reached an agreement as to the complete and final resolution of this matter;

NOW IT IS HEREBY AGREED AND STIPULATED by and between said parties that this matter shall be fully resolved as follows:

1. Subject to the terms and conditions enumerated in this Stipulation of Settlement, the Department agrees to discontinue the disciplinary hearing against Respondent with regards to disciplinary charges preferred on April 21, 2016 and further agrees that it will take no further disciplinary action against Respondent relating to the same.
2. Respondent agrees to irrevocably retire from his employment with the New York City Department of Education, effective close of business January 31, 2017. Respondent's written irrevocable retirement is annexed hereto as Exhibit "A".
3. Respondent is to remain assigned to the ATR pool, until his retirement date as stated above, pursuant to the current contract between the DOE and the United Federation of Teachers.
4. Respondent understands that this irrevocable retirement may or may not affect his ability to work for a vendor doing business with the DOE. The DOE represents that in any case where the DOE has denied a vendor the ability to employ a person by virtue of the individual's irrevocable retirement, a review of the matter will be done by Human Resources. Although the DOE has the final decision concerning employment, the DOE will not unreasonably deny a vendor from hiring former DOE employee who has irrevocably retired.

5. The parties to this Stipulation of Settlement knowingly waive their right to make any legal or equitable claims or to initiate legal or administrative proceedings of any kind against each other or against their respective employees, relating to or arising out of this matter, except to enforce this Stipulation of Settlement. Respondent further agrees to withdraw any charges, grievances, claims or actions relating to or arising out of this matter.
6. Respondent affirms that he has entered into this agreement freely, knowingly and openly, without coercion or duress and that he has voluntarily waived all statutory, contractual, constitutional or other rights he may have held in this matter for a hearing in accordance with Education Law §3020-a and the applicable collective bargaining agreement.
7. The Respondent affirms that he has had access to counsel in reaching this agreement and has consulted with counsel regarding the terms of this Stipulation of Settlement and has entered into this agreement with the advice and consent of his counsel.
8. Nothing in this Stipulation shall be deemed to be a practice or policy of the New York City Department of Education or District 14.
9. The parties agree that all signatures obtained by facsimile are deemed to be originals.
10. This written agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreement, oral or otherwise, regarding said allegations and charges shall be deemed to exist or to bind the parties hereto or to vary any of the terms contained herein.

11. Respondent understands that a copy of this Stipulation shall be maintained in his personnel file, the files maintained at the Office of Legal Services of the Department of Education, and the files maintained by District 14.

Dated: October 7, 2016

Philip Nobile  
Philip Nobile  
Respondent

Dated: 10/7/16

Richard E. Casagrande  
RICHARD E. CASAGRANDE  
Attorney for Respondent  
52 Broadway, 9<sup>th</sup> Floor  
New York, New York 10004  
BY: Chris Callagy, Esq., of Counsel

Dated: 10/13/16

Karen Watts  
Karen Watts  
Superintendent  
District 14

Dated: 10/7/16

Jordana Shenkman  
LAURA BRANTLEY, ESQ.  
Attorney for Complainant  
Office of Legal Services  
NYC Department of Education  
100 Gold Street, Suite 3401  
New York, NY 10007  
By: Jordana Shenkman, Esq.

**EXHIBIT "A"**

Philip Nobile  
421 Degraw Street  
Brooklyn, New York 11217

Date: October 7, 2016

Karen Watts  
Superintendent  
District 14

Dear Ms. Watts:

I hereby irrevocably retire from the New York City Department of Education, effective close of business January 31, 2017.

  
Philip Nobile