

**ADDENDUM AGREEMENT TO
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

BY AND BETWEEN THE BOARD OF EDUCATION OF THE BEACON CITY SCHOOL DISTRICT, with offices at 10 Education Drive, Beacon, New York (hereinafter the "Board") and **DR. BARBARA WALKLEY** (hereinafter the "Superintendent"), collectively referred to as "the Parties";

WHEREAS, the Superintendent has performed the duties of Superintendent of Schools since August 1, 2014, following three separate successful assignments as Interim Assistant Superintendent for Instruction and Personnel; and

WHEREAS, during the above time periods, the Superintendent has tirelessly worked to advance numerous educational initiatives in the District that have benefitted our students; and

WHEREAS, the Superintendent has been the subject of personal attacks which, although without merit, have nonetheless compromised her ability to continue to effectively serve as the educational leader of the Beacon City School District; and

WHEREAS, the Parties wish to memorialize the terms under which the Superintendent will resign her position as Superintendent and thereby permit each of the Parties to move forward in the best interests of the students and staff of the Beacon City School District.

THEREFORE, the parties agree to amend the provisions of the Superintendent's Employment Agreement dated February 23, 2015 (hereinafter the "Contract") as follows:

1. The Superintendent shall submit a letter of resignation from her position as Superintendent of Schools effective January 22, 2016. The Board hereby waives any Notice that may otherwise have been required in accordance with Paragraph 8 of the Superintendent's Contract. Other than as set forth herein, all provisions of the Contract shall be deemed terminated as of that date. Such letter of resignation is attached hereto as Exhibit "A".
2. The District shall make a lump sum payment to the Superintendent in the amount of \$45,000, less ordinary deductions, not later than February 15, 2016.
3. The Superintendent shall be paid in accordance with paragraph "11(B)" of her Contract for 15.5 vacation days at the per diem rate of \$754.32 and, in accordance with paragraph 11(C) of her contract, for 31 sick leave days at the rate of \$200 per day, less ordinary deductions, not later than February 15, 2016.
4. The District shall continue to provide health, dental and vision insurances in accordance with Paragraphs 12.A and 12.B of her contract until April 30, 2016, or

such earlier time as the Superintendent may obtain comparable health insurance through the Mahopac Central School District.

5. The parties' obligations under all other provisions of the Contract shall be deemed terminated as of January 22, 2016, except as otherwise set forth herein.
6. The President and/or Vice President of the Board shall respond to any inquiries from prospective employers for future employment opportunities. If any Board members other than the President and/or Vice President are contacted for information concerning her employment with the District, such individuals shall be directed to the designated Board members who shall provide an agreed upon letter of reference highlighting the Superintendent's numerous educational initiatives and signed by either one of them. The Board agrees that, if asked, its members shall make no derogatory comments about the Superintendent. The Superintendent agrees that she shall, if asked about the School District and its governing body, make no derogatory comments about individual school officials, the district, its employees, students and school related organizations.
7. The District shall, to the maximum extent permitted by law, indemnify the Superintendent and hold her harmless against any loss arising out of any demand, claim, suit, action or legal proceeding brought against the Superintendent, in either her individual capacity or her official capacity as agent and employee of the District, arising out of incidents which occurred while the Superintendent was acting within the scope of her employment or under the direction of the Board. Such indemnification shall include the provision, at the District's sole cost and expense, of a complete defense to any such demand, claim suit, action or legal proceeding and payment of the amount of any judgment or award including damages, costs, expenses and interest contained therein or imposed thereon, or of the amount of any settlement agreed to, as a result of or in connection with any such demand, claim, suit, action or legal proceeding.
8. In consideration for the promises set forth above, which are in addition to anything of value of which the Superintendent is already entitled, the Superintendent hereby waives any and all claims that she might otherwise assert from the date of her employment with the District through the date of the Superintendent's resignation from the District, as set forth above, pursuant to Title VII of the Civil Rights Act of 1964 with Amendments, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, Section 504 of the Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990, the New York State Human Rights Law, as well as any other claims or causes of action other than those necessary to enforce the provisions of this Agreement. The waivers and releases from all such claims shall be in favor of the District, its Board of Education Members, officers, employees, agents and their successors in their official and individual capacities.

9. THE SUPERINTENDENT ACKNOWLEDGES THAT SHE HAS BEEN OFFERED A TWENTY-ONE (21) DAY PERIOD IN WHICH TO DECIDE WHETHER OR NOT TO EXECUTE THIS STIPULATION OF SETTLEMENT AND RELEASE DATED JANUARY 19, 2016 AND THAT SHE SHALL HAVE THE RIGHT TO REVOKE THE TERMS OF THIS STIPULATION OF SETTLEMENT AND RELEASE FOR THE SEVEN (7) DAY PERIOD FOLLOWING THE EXECUTION OF THIS DOCUMENT. THIS AGREEMENT IS ENTERED INTO VOLUNTARILY BY THE SUPERINTENDENT AND THE SUPERINTENDENT HAS NOT BEEN THREATENED OR COERCED IN ANY WAY BY ANY OTHER PARTY IN ENTERING INTO THIS AGREEMENT SO AS TO INHIBIT HIS FREE WILL OR KNOWLEDGE OR UNDERSTANDING OF THE TERMS SET FORTH HEREIN.
10. THE SUPERINTENDENT ACKNOWLEDGES THAT SHE HAS RECEIVED REPRESENTATION BY LEGAL COUNSEL OF HER CHOICE AND HAS HAD THE OPPORTUNITY TO REVIEW THE CONTENTS OF THIS AGREEMENT WITH LEGAL COUNSEL OF HER CHOICE.
11. The Superintendent and Board mutually release each other, their heirs, assigns and representatives from any and all civil actions arising from the employment agreement or termination of that employment agreement as provided herein.
12. If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable or ineffective in a legal forum, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.

SO AGREED this 21 day of January, 2016.

BEACON CITY SCHOOL DISTRICT

BY: Melissa Thompson
MELISSA THOMPSON, PRESIDENT
BOARD OF EDUCATION

THE SUPERINTENDENT

Dr. Barbara Walkley
DR. BARBARA WALKLEY

Appendix "A"

DR. BARBARA WALKLEY

January 20, 2016

Melissa Thompson
President, Board of Education
Beacon City School District
10 Education Drive
Beacon, New York 12508

Re: Letter of Resignation

Dear Mrs. Thompson:

I am writing to advise you that, by this letter, I hereby resign my position as Superintendent of Schools of the Beacon City School District effective 9:00 p.m. on January 21, 2016. I understand that, subject to the terms of the Addendum Agreement to my contract, this resignation is irrevocable and that it will sever all employment rights that I have as an employee of the Beacon City School District as of this date.

I wish to thank the Board of Education for giving me the privilege of leading this District. It is my sincere hope that my resignation will enable the District to focus its attention upon ways in which we can improve the educational services offered to our students. I wish you, our staff and, most importantly, our students all the best.

Sincerely,


DR. BARBARA WALKLEY

Cc: Personnel File