

SETTLEMENT AGREEMENT AND GENERAL RELEASE

BY AND BETWEEN THE POUGHKEEPSIE CITY SCHOOL DISTRICT, hereinafter "the District"; and STANLEY BRONSKI, employed by the District as an INTERIM ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS, who shall hereinafter be referred to as "the Interim Assistant Superintendent";

WHEREAS, the District intends to seek the just cause termination of the INTERIM ASSISTANT SUPERINTENDENT's employment in the District pursuant to the terms of his Employment Contract dated July 24, 2014 for the period of September 22, 2014 through September 21, 2015; and

WHEREAS, the Interim Assistant Superintendent desires to irrevocably resign from his employment effective July 2, 2015, but the parties wish to fully and finally resolve their employment and post-employment relationship upon the following terms:

1. The Interim Assistant Superintendent shall submit an irrevocable letter of resignation to the District Clerk, resigning effective July 2, 2015 from his position as Interim Assistant Superintendent for Finance and Operations, in good standing (Attached hereto as Appendix A.) This letter of resignation will be acted on by the Board at its July 2, 2015 meeting.
2. The Interim Assistant Superintendent shall remain on a paid administrative leave through July 2, 2015 and shall not be present on school district property except with the prior approval of the Superintendent of School who shall arrange for the Interim Assistant Superintendent to be escorted to collect his personal belongings.
3. Upon the Interim Assistant Superintendent's execution of this Settlement Agreement and General Release (the "Agreement"), the District agrees to expunge from the Interim Assistant Superintendent's personnel file any and all reports relating to sexual allegations with a female adult concerning the Interim Assistant Superintendent. Any and all notes,

memorandums, letters and evidence concerning the District's investigation of allegations relating to sexual acts with another adult female shall be placed in the file "Stanley Bronski Legal Matter" maintained in the office of the Superintendent of Schools and shall not be disclosed to any third parties unless the District is required to produce such information pursuant to a court order, subpoena or is otherwise required to do so by law.

4. Should the District receive a subpoena, court order, administrative order, other legal process or otherwise be required by law to release any report after investigation involving the Interim Assistant Superintendent, or any other documents or information contained in the file marked "Stanley Bronski Legal Matter" to any third party, the District shall notify the Interim Assistant Superintendent in writing at his last known address within five days of receipt of such subpoena, order, legal process or requirement to release such records.

5. The Interim Assistant Superintendent will execute two originals of this Agreement. If the Interim Assistant Superintendent revokes this Agreement after signing it as set forth herein, or the Board of Education rejects this Agreement, the terms of this Agreement shall be deemed null and void and have no force or effect.

6. Two (2) originals of this Agreement, fully executed by the Interim Assistant Superintendent, will be delivered by the Interim Assistant Superintendent by hand or overnight mail to Dr. Nicole Williams, Superintendent of Schools for the Poughkeepsie City School District, at the following address within twenty-one (21) days from the date of his receipt of this Agreement.

**Dr. Nicole Williams
Superintendent of Schools
Poughkeepsie City School District
11 College Avenue
Poughkeepsie, NY 12603**

7. **General Release** - In consideration for the promises set forth above, which are in addition to anything of value to which the Interim Assistant Superintendent is already entitled, the Interim Assistant Superintendent hereby waives any and all claims that he might otherwise assert against the District, its Board of Education, the Superintendent of Schools, all District administrators, Interim Assistant Superintendents and agents and their successors in their individual and official capacities, from his date of hire through the date of his execution of this Agreement pursuant to the New York State Education Law, Title VII of the Civil Rights Act of 1964 with Amendments, the Age Discrimination and Employment Act, the Older Worker Benefit Protection Act, Section 504 of the Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990, the Americans with Disabilities Amendments Act of 2008, the New York State Human Rights Law, all other applicable local anti-discrimination laws, as well as any other claims or causes of action including any right the Interim Assistant Superintendent has or may have to a stigma and/or name clearing hearing regarding the results of and/or determinations of the District's investigation of certain June 9, 2015 allegations of sexual misconduct. The Interim Assistant Superintendent does not waive any right that he has to enforce the provisions of this Agreement. The waivers and releases from all such claims described herein shall be in favor of the District, its Board of Education Members, officers, administrators, Interim Assistant Superintendents, agents and their successors in their official and individual capacities.

8. *The waivers and releases in this Agreement shall not be construed to waive any claims that the Interim Assistant Superintendent may have against the District, its Board of Education members, Superintendent of Schools officers, administrators, Interim Assistant Superintendents, agents and their successors, that arise after the execution of this Agreement. The waivers and releases in this Agreement shall not interfere with the Interim Assistant*

Superintendent's right to bring a proceeding pursuant to the Older Workers Benefit Protection Act to challenge the validity of his release of claims pursuant to the Age Discrimination in Employment Act. The waivers and releases set forth herein shall not prevent the Interim Assistant Superintendent from cooperating in any investigation commenced by the EEOC, the New York State Division of Human Rights, or any other local anti-discrimination agency, however, to the extent that any third party should bring an action against the District, the Interim Assistant Superintendent expressly waives any claim to any form of monetary or other damages, or any other form of recovery or relief in connection with any such action. Nothing in the foregoing paragraph shall prevent the Interim Assistant Superintendent or his attorneys from (i) commencing an action or proceeding to enforce this Stipulation of Settlement and General Release or (ii) exercising her rights under the Older Workers Benefit Protection Act of 1990 to challenge the validity of her waiver of ADEA claims set forth in this Stipulation of Settlement and General Release.

9. THE INTERIM ASSISTANT SUPERINTENDENT ACKNOWLEDGES THAT HE HAS BEEN OFFERED A TWENTY-ONE (21) DAY PERIOD IN WHICH TO DECIDE WHETHER OR NOT TO EXECUTE THIS AGREEMENT AND THAT HE SHALL HAVE THE RIGHT TO REVOKE THE TERMS OF THIS AGREEMENT DURING THE SEVEN (7) DAY PERIOD FOLLOWING HER EXECUTION OF THIS AGREEMENT.

10. If the Interim Assistant Superintendent elects to revoke this Agreement within the seven (7) day period following his execution of it he must do so by notifying the Superintendent of Schools, Dr. Nicole Williams, in writing, such that the revocation notice is postmarked (if mailed) or received (if hand delivered) no later than the seventh day after the Interim Assistant

Superintendent has executed the Agreement. The revocation can be mailed or hand delivered to Dr. Nicole Williams, 11 College Avenue, Poughkeepsie, New York 12603.

11. No signatory hereto is minor or incompetent within the meaning of the laws of the State of New York; nor is any signatory to this Agreement under the influence of alcohol, medications or drugs which would impair their exercise of judgment, nor has any signatory been placed under or in duress so as to inhibit their free will or knowledge and understanding of the terms set forth herein.

~~12. THIS AGREEMENT IS ENTERED INTO VOLUNTARILY BY THE~~
INTERIM ASSISTANT SUPERINTENDENT AND THE INTERIM ASSISTANT
~~SUPERINTENDENT HAS NOT BEEN THREATENED OR COERCED IN ANY WAY~~
BY ANY OTHER PARTY IN ENTERING INTO THIS AGREEMENT. THE INTERIM
ASSISTANT SUPERINTENDENT ACKNOWLEDGES THAT HE HAS HAD THE
OPPORTUNITY TO REVIEW THE CONTENTS OF THIS DOCUMENT WITH
COUNSEL ABOUT THE MEANING INTENT AND EFFECT OF EACH TERM AND
CONDITION OF THIS AGREEMENT AS A WHOLE, AND, THEREFORE, HAS
PLACED HIS SIGNATURE HEREIN OF HIS OWN VOLITION AND FREE WILL.

13. The Interim Assistant Superintendent agrees that District owes him no pay, compensation, or benefits following the date of his resignation as specified herein.

14. Without detracting in any respect from any other provision of this Agreement:

- a. The Interim Assistant Superintendent, in consideration of the positive reference letter and expunging of his personnel file of the negative information contained therein concerning the District investigation and findings relating to a Complaint dated June 9, 2015, acknowledges and agrees that this Agreement constitutes a knowing and voluntary waiver of all rights or claims he has or may have against the District as set forth herein, including, but not limited to, all rights or claims arising under the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), including, but not limited to, all claims of age discrimination in employment and all claims of retaliation in violation of the ADEA.

b. The Interim Assistant Superintendent understands that, by entering into this Agreement, he does not waive rights or claims that may arise after his date of execution of this Agreement, including without limitation any rights or claims that he may have to secure enforcement of the terms and conditions of this Agreement.

c. The Interim Assistant Superintendent agrees and acknowledges that the consideration provided to him under this Agreement is in addition to anything of value to which he is already entitled.

d. The District hereby advises the Interim Assistant Superintendent to consult with an attorney prior to executing this Agreement.

e. By executing this Agreement, the Interim Assistant Superintendent expressly represents that he had the opportunity to review this Agreement with counsel of his choosing, that he understands each and every term of this Agreement including but not limited to the waivers and releases contained herein and their meaning and import with respect to his legal rights.

~~15. The parties hereby agree that this Agreement represents the full, final and complete resolution of this matter.~~

16. The terms of this Agreement are subject to the approval of the Board of Education and shall be null and void if not approved by the Board.

SO AGREED, this 24th day of June 2015.

THE DISTRICT

BY: _____
MR. RALPH COATES
BOARD OF EDUCATION PRESIDENT

THE INTERIM ASSISTANT SUPERINTENDENT

BY: Stanley Bronski
MR. STANLEY BRONSKI

June 24, 2015

Alana McCoy
District Clerk
11 College Avenue
Poughkeepsie, New York 12603

Dear Ms. McCoy:

I hereby provide my irrevocable letter of resignation effective July 2, 2015.

I am proud to have served our Superintendent of Schools, the members of the Board of Education, my fellow administrators, and most importantly, the students of the Poughkeepsie City School District.

Stanley Bronski

Mr. Stanley Bronski

POUGHKEEPSIE CITY SCHOOL
DISTRICT

JUL 2 - 2015

HUMAN RESOURCES