

AGREEMENT

WHEREAS, the Special Commissioner of Investigation for the New York City School District ("Special Commissioner"), issued a report dated November 14, 2016 (Case No. 2015-4952), which memorialized the Special Commissioner's determination that Santiago Taveras failed to follow the New York City Department of Education (the "Department") academic policy regarding grading.

IN WITNESS WHEREOF, the New York City Department of Education (the "Department"), the Council of School Supervisors and Administrators (the "Union"), and Mr. Taveras (together, the Department, the Union and Mr. Taveras are referred to as the "Parties") hereby enter into the following agreement:

1. The Department agrees not to prefer charges against Mr. Taveras pursuant to Education Law §3020-a in connection with the findings of the Special Commissioner in the report dated November 14, 2016.
2. Mr. Taveras admits that he failed to follow the New York City Department of Education (the "Department") academic policy regarding grading.
3. Mr. Taveras agrees to pay a fine in the amount of five thousand dollars (\$5,000) which shall be deducted from the amount due him in paragraph 4 below.
4. The Department agrees Mr. Taveras is entitled to his Executive Principal differential of \$25,000 minus the \$5,000 amount set forth in paragraph 3 above, for services previously rendered under that title during the 2015-16 school year.
5. On the date this Agreement is fully executed Mr. Taveras shall commence service with the Department as a probationary Education Administrator, Level IV, at an annual salary of \$149,826.00. Mr. Taveras shall be assigned to a position to be determined by the Department in the Bronx Field Support Center.
6. Mr. Taveras shall serve the full statutory probationary period for Education Administrator, Level IV and shall have all the rights of a probationary Education Administrator, Level IV, during this probationary period. At the end of the probationary period, Mr. Taveras shall either be granted tenure upon satisfactory completion of the probationary period or denied completion of probation and/or discontinued prior thereto.
7. In the event Mr. Taveras is denied completion of probation and/or discontinued from the Education Administrator, Level IV, position then he may exercise his contractual right to revert to his last appointed position however his reversion right shall be to high school principal at a salary that is

commensurate to his current Education Administrator, Level IV, salary at the time of reversion or the closest salary to his EA IV salary on the principal salary schedule at the time of his reversion.

8. Mr. Taveras agrees that if he is ever brought up on Education Law §3020-a charges in the future, or is discontinued from the Education Administrator Level IV position, this Agreement may be considered for the purposes of notice and/or penalty.
9. Mr. Taveras waives and releases the Department and any of its present or former employees or agents from any and all claims, grievances, or causes of action, including, but not limited to, any and all claims arising under the New York Human Rights Law; the New York City Administrative Code; the Age Discrimination in Employment Act as amended and including the Older Worker Benefit Protection Act; Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act; the Family and Medical Leave Act or the Employee Retirement Income Security Act.
10. Mr. Taveras represents and agrees that he does not presently have on file, and that he will not file, any grievances, claims, motions, actions or proceedings of whatever kind against the Chancellor, the Superintendent, or the Department, or any agents or employees for any actions taken or not taken, or statements made or not made by them prior to the date of this Agreement.
11. Mr. Taveras agrees that he has entered into this agreement freely, knowingly and openly, without coercion or duress.
12. Mr. Taveras affirms that he had an opportunity to seek legal and Union counsel prior to entering this agreement.
13. This written agreement contains all of 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 any of the parties hereto or to vary any of the terms contained therein.
14. This agreement can only be modified by a written stipulation executed by both parties.
15. Nothing contained in this agreement shall be deemed to be a regular policy, procedure or practice of the Superintendent, the Chancellor or the Department of Education or the City of New York.
16. This agreement is in no way to be understood or construed as an admission that the Superintendent, the Chancellor, or the Department of Education or the City of New York, or any of their agents or employees violated Mr. Taveras rights.

17. This Agreement was received by Mr. Taveras on January 4, 2017. Taveras shall have twenty-one (21) days after receiving this Agreement to accept it. Mr. Taveras may accept this Agreement by returning a signed original to the Department. This Agreement shall be withdrawn if not accepted in the above manner on or before January 26, 2017. Mr. Taveras shall have seven (7) days after signing this Agreement (the "Revocation Period") to revoke it by delivering written confirmation of revocation to the Department, General Counsel, within the seven (7) day period.

Date: 1/30/17


NEW YORK CITY DEPARTMENT OF EDUCATION

1/27/17
SANTIAGO TAVERAS

1/27/17
COUNCIL OF SCHOOL SUPERVISORS AND
ADMINISTRATORS