

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

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**IN THE MATTER OF THE APPEAL OF
MARIA COSME,**

Petitioner,

**STIPULATION OF
SETTLEMENT**

-against-

Charge No. 160-2005-01470

POUGHKEEPSIE CITY SCHOOL DISTRICT

Respondents.

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BY AND BETWEEN THE POUGHKEEPSIE CITY SCHOOL DISTRICT
(hereafter the "District") and **MARIA COSME** (hereafter the "Employee");

WHEREBY, the Employee filed a charge dated March 4, 2005 with the New York State Division of Human Rights and then with the Equal Employment Opportunity Commission on April 14, 2005 relating to her employment with the District; and

WHEREBY, the EEOC issued a Dismissal and Notice of Rights dated November 30, 2005, and

WHEREBY, the District and the Employee believe it to be in their mutual best interests to resolve certain employment related matters without the necessity of additional litigation, the District and the Employee hereby agree as follows:

4. Within thirty (30) days of ratification of this Agreement by the District, the District shall pay to the Employee the amount of \$2,500.

6. The Employee expressly agrees that she shall have no entitlement to back-pay or other employment benefits from the beginning of time through the date of this Agreement.

6. In consideration for the promises set forth above, the Employee hereby waives any and all claims that might otherwise be asserted through the date of this Agreement pursuant to the Collectively Negotiated Agreement by and between the District and the Poughkeepsie Public Teachers Association, Title VII of the Civil Rights Act of 1964 with Amendments, the Age Discrimination and Employment Act, the Equal Pay 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, the Older Workers Benefit Protection Act of 1990, 42 U.S. Code Section 1983, 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, both in their official and individual capacities.

7. No signatory hereto is a minor or incompetent within the meaning of the laws of the State of New York; nor is any signatory to the Stipulation of Settlement under the influence of alcohol, medication, or any drugs that would impair his or her exercise of judgment; nor has any signatory been coerced or placed under duress so as to inhibit his or her free will or knowledge or understanding of the terms set forth herein.

8. This Agreement shall be interpreted and construed under the laws of the State of New York and any action arising hereunder shall be venued in Dutchess County Supreme Court.

9. THE EMPLOYEE ACKNOWLEDGES THAT SHE HAS BEEN OFFERED A TWENTY-ONE (21) DAY PERIOD IN WHICH TO DECIDE WHETHER OR NOT TO EXECUTE THIS AGREEMENT DATED JANUARY ____, 2006 AND THAT SHE SHALL HAVE THE RIGHT TO REVOKE THE TERMS OF THE AGREEMENT, AS

REFERENCED ABOVE, FOR THE SEVEN (7) DAY PERIOD FOLLOWING THE EXECUTION OF SAID DOCUMENT. THIS AGREEMENT IS ENTERED INTO VOLUNTARILY, WITHOUT COERCION BY ANY PARTY, AND AFTER HAVING THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.


SO AGREED THIS ____ DAY OF JANUARY, 2006.

THE EMPLOYEE



MARIA COSME

THE BOARD

BY: 

BOARD PRESIDENT