

(Revised 1/04)

Disciplinary Case No. C-034318

THE NEW YORK CITY POLICE DEPARTMENT

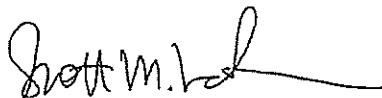
NOTE: THIS AGREEMENT IS SUBJECT TO APPROVAL OF THE POLICE COMMISSIONER

**A NEGOTIATED PLEA AGREEMENT FOR SETTLEMENT OF DISCIPLINARY
MATTERS WITHIN THE NEW YORK CITY POLICE DEPARTMENT**

Prior to the commencement of plea negotiations, it is acknowledged, by the Respondent, Respondent's Attorney and the Department Advocate, that any subsequent agreement concerning a stipulated penalty which may be accepted by the Department Advocate will constitute his recommendation to the Police Commissioner.


In the event that plea negotiations do not result in an agreement, or any agreement concerning a proposed penalty is rejected by the First Deputy Commissioner or Police Commissioner, no statements by the Respondent or his Attorney made in connection with this agreement, will be admissible against the Respondent. The Respondent's rights and privileges will remain unaffected, and the Department's disciplinary process will proceed as if plea negotiations had never taken place. Additionally, it is understood that the Police Commissioner retains all rights, privileges and discretion granted her under applicable law as if plea negotiations had never taken place.

DATED: July 23, 2025



RESPONDENT

Assistant Chief Scott Henderson



ATTORNEY FOR RESPONDENT
Louis C. La Pietra, Esq.



DEPARTMENT ADVOCATE
David H. Green, Agency Attorney



In the matter of the Negotiated Settlement held for Scott M. Henderson, Tax Registry No. 915880, an employee of the New York City Police Department holding the position of Assistant Chief.

I, Assistant Chief Scott M. Henderson, acknowledge receipt of a copy of the *Charges and Specifications* in Disciplinary Case No. C-034318, dated July 7, 2025, and annexed hereto, and plead guilty to Specifications numbered one (1), two (2), three (3), and four (4).

I am fully aware of the fact that I am entitled to a Disciplinary Hearing pursuant to applicable laws of the City and State of New York in which I would be entitled to representation, to confront witnesses against me and to appeal an adverse decision rendered after such hearing to a court or administrative agency of proper jurisdiction.

I understand that if this Negotiated Settlement is approved by the Police Commissioner, the penalty against me will be as follows:

I agree that I shall forfeit my time and leave balances in part, specifically provided as follows: (1) sixty-seven and one-half (67½) Managerial Leave Days, and sixty (60) Non-Managerial Leave Days;

I agree to not withdraw or rescind my application for SERVICE RETIREMENT, which I filed voluntarily on June 27, 2025, with an effective date of July 26, 2025;


I shall take the remainder of any and all accrued time and leave balances, including any Terminal Leave to which I may be entitled or as otherwise modified by this Negotiated Settlement, in a lump sum payment, and I acknowledge that I will retire from the Department as scheduled, effective July 26, 2025; and

Dismissal from the New York City Police Department; however, judgment is suspended and I will be placed on Dismissal Probation for a period of one (1) year. I understand that the Police Commissioner may impose punishment of dismissal or any lesser penalty deemed appropriate at any time during such period. This period of probation shall commence upon the approval of this Negotiated Settlement by the Police Commissioner.

If this Negotiated Settlement includes a period of dismissal probation, I understand that said period of dismissal probation shall be EXTENDED by any and all time that I am on any of the following: suspension, modified assignment, restricted duty, limited duty, entry-level probation, and leave of absence of any type, including but not limited to sick leave, use of compensatory time, annual leave, pre-separation leave and terminal leave.

I agree not to file any action against either the City of New York or the New York City Police Department for wages or reinstatement to rank. I hereby acknowledge, release and discharge the City of New York and the New York City Police Department from all actions, causes of action, suits, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever in law and equity, my heirs, executors, administrators, successors, assigns, and I ever had, now have or hereinafter can, shall or may have for upon or by reason of any matter or cause whatsoever from the beginning of my date of appointment as a New York City Police Officer to the date of this release. I also agree that, pursuant to this Negotiated Settlement, I will never seek or accept any employment involving law enforcement or public safety with the State of New York or the City of New York, or any employment whatsoever with the New York City Police Department.

If this Negotiated Settlement is approved by the Police Commissioner, I accept said decision, and as a condition of accepting such decision of the Police Commissioner, I hereby waive any and all rights granted to me under all applicable laws of the City and State of New York, subject to the

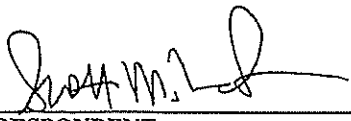
Respondent's Initials: 


above statements pertaining to the specified pension and benefits. This agreement will not be violated by a finding by the Article II Medical Board that I am disabled, including but not limited to how that term is defined by the World Trade Center Disability Law, nor by my filing, upon such a determination, for reclassification of my pension to a World Trade Center Accidental Disability Benefit.


I understand that this Negotiated Settlement is in lieu of other lawful sanctions that the Police Commissioner may have imposed after trial and upon a finding of guilt for the charged misconduct, but does not preclude the Police Commissioner from exercising the discretion or authority or both as to promotion, demotion or appointment.


I have discussed the terms and conditions of this Negotiated Settlement with my attorney and I understand its terms and conditions. I acknowledge that this Negotiated Settlement was executed by me voluntarily, without duress or coercion, expressed or implied, and in the presence of my attorney who has subscribed below.

DATED: July 23, 2025


RESPONDENT
Assistant Chief Scott M. Henderson


DEPARTMENT ADVOCATE
David H. Green, Agency Attorney



ATTORNEY FOR RESPONDENT
Louis C. La Pietra, Esq.


DEPUTY COMMISSIONER
DEPARTMENT ADVOCATE
Tarek A. Rahman

I hereby approve the penalty recommended herein.

DATED: 7/23/25


POLICE COMMISSIONER

Respondent's Initials: 


CHARGES AND SPECIFICATIONS
 PD 468-121 (Rev. 1-02)-Pent

Date 07/07/2025				
Command 550 - DEPARTMENT ADVOCATE OFFICE	Serial No. CHIA 2025-003-251	I.A.B. Log No. 2025-21264	I.A.B. Member Notified #- Det. Clark	# - Department Advocate's Office Serial Number C-034318

TO THE POLICE COMMISSIONER:

I hereby CHARGE	Rank-Title AC	Name SCOTT HENDERSON	Shield No. 00000	Tax Reg. No. 915880
Squad or Chart No.	Command PATROL BORO BKLYN NORTH	Date Entered Dept.	06/30/1995	
with VIOLATION OF DEPARTMENT REGULATIONS				

SPECIFICATIONS

1 Said Assistant Chief Scott Henderson, while assigned as the Patrol Borough Brooklyn North Borough Commander, on or about and between February 7, 2024 and March 21, 2025, failed to perform his duties in a satisfactory manner, in that said Assistant Chief made or caused to be made false entries in Department records related to the employment and attendance of Detective Jaenice Smith.

A.G. 303-01, page 1, paras. 1, 3, 7, and 8	BOROUGH COMMANDER DUTIES AND RESPONSIBILITIES
A.G. 304-05, page 1, para. 4	PERFORMANCE ON DUTY GENERAL REGULATIONS
A.G. 304-06, page 1, para. 1	PROHIBITED CONDUCT GENERAL REGULATIONS

2 Said Assistant Chief Scott Henderson, while assigned as the Patrol Borough Brooklyn North Borough Commander, on or about and between February 7, 2024 and March 21, 2025, failed to perform his duties in a satisfactory manner, in that said Assistant Chief failed to prepare, cause to be prepared, or supervise or direct the preparation of a Reasonable Accommodation Request for Detective Jaenice Smith upon learning or otherwise becoming aware of a purported need or justification for such a request related to Detective Smith providing care for her ailing parent, and instead directed or otherwise permitted an unauthorized accommodation.

A.G. 303-01, page 1, paras. 1, 3, 7, and 8	BOROUGH COMMANDER DUTIES AND RESPONSIBILITIES
A.G. 304-06, page 1, para. 1	PROHIBITED CONDUCT GENERAL REGULATIONS

3 Said Assistant Chief Scott Henderson, while assigned as the Patrol Borough Brooklyn North Borough Commander, on or about and between February 7, 2024 and March 21, 2025, failed to perform his duties in a satisfactory manner, in that said Assistant Chief arranged, enabled, or approved a "work-from-home" job for Detective Jaenice Smith who performed no actual official duties but received pay and other benefits as if performing official duties in an official workplace, resulting in said Detective Smith being paid approximately \$149,711 for 2,208 hours of work she did not perform.

A.G. 303-01, page 1, paras. 1, 3, 7, and 8	BOROUGH COMMANDER DUTIES AND RESPONSIBILITIES
A.G. 304-06, page 1, para. 1	PROHIBITED CONDUCT GENERAL REGULATIONS

Instructions: After all specifications are entered, list witnesses for the department. (If witness is civilian, enter name and address on Official Letterhead PD 158-151). If member of the force, give rank, name, shield number and command. Also indicate scheduled vacation (if any), chart, squad no., or working schedule of complainant, respondent and witnesses (if member of the department).

4. Said Assistant Chief Scott Henderson, while assigned as the Patrol Borough Brooklyn North Borough Commander, on or about May 1, 2025, during an official Department interview conducted by members of the Internal Affairs Bureau, made misleading or otherwise inaccurate statements regarding his knowledge that Detective Jaenice Smith had not returned to work subsequent to the death of her mother in December 2024.

A.G. 304-10, page 1, paras. 2 and 3

FALSE OR MISLEADING STATEMENTS
GENERAL REGULATIONS



DAWIT FIKRU
INSPECTOR

Instructions: After all specifications are entered, list witnesses for the department. (If witness is civilian, enter name and address on Official Letterhead PD 158-151). If member of the force, give rank, name, shield number and command. Also indicate scheduled vacation (if any), chart, squad no., or working schedule of complainant, respondent and witnesses (if member of the department).

1ST ENDORSEMENT

Executive Officer, Internal Affairs Bureau to the POLICE COMMISSIONER, July 7, 20 25 I concur with the issuance of charges and specifications.



Joseph DiBartolomeo
Inspector

INSTRUCTIONS FOR SERVICE OF CHARGES AND SPECIFICATIONS

1. Respondent will sign and complete where appropriate:

- a. original charges and specifications
- b. vacation and military leave form
- c. two (2) copies of instructions and receipt of charges and specifications
- d. agreement to accept service of notice form (when requested in suspension cases only).

2. Respondent will receive:


- a. one (1) copy of charges and specifications
- b. one (1) copy of instructions and receipt of charges and specifications form

ACKNOWLEDGEMENT OF SERVICE

I acknowledge due personal service on me of the within Charges and Specifications and notice of Hearing, this 10th day of JULY, 20 25 at 15:21 AM/PM

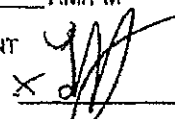
WITNESS

Assistant
(Rank-Title)



RESPONDENT

X Attorney X
(Rank-Title)



for respondent

DATE STAMP

D.A.O.

CMD PREFER C & S

HIGHER COMMAND

D.A.O.

(Out)

(In)

(Out)

(In)

(Out)

(In)

25 JUL - 7 14

DEPT. ADVOCATE'S OFFICE
CHARGES UNIT
NYPD