



For HR Connect Use Only:

Date Received

Rec'd by: HR Representative

Receipt Issued

ATR VOLUNTARY SEVERANCE AGREEMENT AND GENERAL RELEASE

Section 1 - EMPLOYEE TO COMPLETE

Please read the Absent Teacher Reserve ("ATR") Voluntary Severance Agreement and General Release ("Severance Agreement and Release") below, complete all requested information, sign the Severance Agreement and Release and have it notarized. Please return the signed and notarized Severance Agreement and Release to the Division of Human Resources, 65 Court Street, Brooklyn, NY, Room 102 - HR Connect Walk In Center. Only employees who are classified as Absent Teachers Reserve (ATR) as of June 1, 2014 may apply.

Pursuant to the agreement between the New York City Department of Education and the United Federation of Teachers ratified on June 3, 2014, the Severance Agreement and Release must be returned to the Division of Human Resources beginning on July 3, 2014 and concluding on August 4, 2014 at 5 PM.

ABSENT TEACHER RESERVE VOLUNTARY SEVERANCE AGREEMENT AND GENERAL RELEASE

I agree that in electing to participate in the voluntary severance plan ("Severance Plan") established pursuant to the agreement between the New York City Department of Education ("DOE") and the United Federation of Teachers ("UFT") ratified on June 3, 2014 (the "UFT Agreement"), I accept the following terms and conditions:

- 1. The Severance Plan is only available to all UFT-represented school-based titles in excess, who are classified as in the Absent Teacher Reserve ("ATR") as of June 1, 2014, except paraprofessionals and occupational and physical therapists.
2. My participation in the Severance Plan is conditioned upon my execution of this Severance Agreement and General Release ("Severance Agreement and Release") no earlier than July 3, 2014 and no later than August 4, 2014 at 5 PM.
3. I accept the financial terms of the Severance Plan with regard to severance compensation and understand that the amount of payment for which I am eligible will be calculated and verified by the DOE.
4. I agree that a deduction will be made from my severance for any repayment that I am legally obliged to make to the DOE.
5. If I am a retirement-eligible employee:
a. Who retires after August 4, 2014 will not be eligible for the severance compensation outlined in the UFT Agreement.
b. Acceptance of this Severance Agreement and Release is binding and does not affect my eligibility for retirement.
c. My retirement date must occur by and no later than August 4, 2014.
6. If I am not eligible for retirement:
a. My separation from service will be considered a binding resignation and will take effect August 4, 2014.
b. My resignation will be processed to ensure that I retain DOE health benefits through September 1, 2014.
c. I will be eligible to apply for COBRA extended health insurance coverage.
7. If I were to return to service with the DOE, I will repay the severance payment received pursuant to the above within six (6) months of my hiring to such position, through payroll deductions in equal amounts. This repayment provision shall not apply to me if I return to work as a day-to-day substitute teacher.
8. WAIVER AND GENERAL RELEASE:
I agree to waive and release the DOE and any of its present or former employees or agents (collectively the "Released Parties"), from any and all claims, liabilities, or causes of action which were or could have been asserted by me against any of the Released Parties based upon anything that has happened up to now and including the date of the execution of this Severance Agreement and Release, including, but not limited to, any right or claim that may exist or arise up to and including the date that this Severance Agreement and Release is signed.

For Employees Currently Age Forty (40) and Older Only: If I am currently age forty (40) or older, I acknowledge that in accordance with the Older Workers Benefit Protection Act: (i) I enter into this release voluntarily and with full understanding and knowledge of its consequences; (ii) I have been advised by the DOE to consult with an attorney prior to executing this Severance Agreement and Release; (iii) I have been provided at least a twenty-one (21) day period to review and consider whether to sign this Severance Agreement and Release; and (iv) I have been advised that I have seven (7) days following execution to revoke it (the "Revocation Period"). This Severance Agreement and Release will not be effective and enforceable until the Revocation Period has expired. Such revocation shall only be effective if an originally executed written notice of revocation is delivered to David Brodsky, Director of the Office of Labor Relations, Office of Labor Policy, 52 Chambers Street, Room 220, New York, NY 10007 on or before 5:00 p.m. on the seventh day after execution of this Severance Agreement and Release. If so revoked, this Severance Agreement and Release shall be deemed to be void ab initio and have no force or effect.

BY FILLING OUT THE DETAILS BELOW AND SIGNING BELOW, I HEREBY CERTIFY THAT ALL THE DETAILS BELOW ARE CORRECT AND AGREE THAT I AM ELIGIBLE FOR AND VOLUNTARILY PARTICIPATE IN THE SEVERANCE PLAN UNDER THE TERMS AND CONDITIONS SET FORTH ABOVE.

Last Name First Name

EIS/File # Employee ID No.: (Reference # on your paystub)

Home Phone: Alternate/Cell Phone Number:

DOE/Outlook Email Address: Personal Email Address:

Home Address: Apt.

City State Zip Code:

EMPLOYEE'S SIGNATURE

DATE

State of New York

Sworn to before me this Day of 20

Notary Public

**Section 2 – HR Review/Authorization – For Use Only by Division of Human Resources**

Applicant Name: \_\_\_\_\_ EIS #: \_\_\_\_\_

License Code/Description: \_\_\_\_\_  
(Not eligible: Paraprofessionals, Physical Therapists, Occupational Therapists)

Last Date of Service: \_\_\_\_\_ Was employee an ATR on June 1, 2014: YES [ ] NO [ ]

District/Borough/School: \_\_\_\_\_

Current Service Status: \_\_\_\_\_ As-of Date of Status: \_\_\_\_\_

Separation type: Resignation [ ] Retirement [ ] If Retirement, TRS Confirmation of Retirement Eligibility:  
YES [ ] NO [ ] Date: \_\_\_\_\_

Employee's total service as of the date of the signing of the Severance agreement: \_\_\_\_\_  
Total Service

**Based upon the above, employee is eligible for the following:**

- One (1) week of pay for ATRs with three (3) years of service or more, but less than four (4) years of service, as of June 3, 2014.
- Two (2) weeks of pay for ATRs with four (4) years of service or more, but less than six (6) years of service, as of June 3, 2014.
- Three (3) weeks of pay for ATRs with six (6) years of service or more, but less than eight (8) years of service, as of June 3, 2014.
- Four (4) weeks of pay for ATRs with eight (8) years of service or more, but less than ten (10) years of service, as of June 3, 2014.
- Five (5) weeks of pay for ATRs with ten (10) years of service or more, but less than twelve (12) years of service, as of June 3, 2014.
- Six (6) weeks of pay for ATRs with twelve (12) years of service or more, but less than fourteen (14) years of service, as of June 3, 2014.
- Seven (7) weeks of pay for ATRs with fourteen (14) years of service or more, but less than sixteen (16) years of service, as of June 3, 2014.
- Eight (8) weeks of pay for ATRs with sixteen (16) years of service or more, but less than eighteen (18) years of service, as of June 3, 2014.
- Nine (9) weeks of pay for ATRs with eighteen (18) years of service or more, but less than twenty (20) years of service, as of June 3, 2014.
- Ten (10) weeks of pay for ATRs with twenty (20) years of service or more, as of June 3, 2014.

*(Note: For purposes of this Severance Program, one week of pay shall be defined as 1/52nd of an ATR's annual salary.)*

**HR Reviewer Comments/Notes:** (if applicable):

DHR Reviewer/Authorizer: \_\_\_\_\_  
Signature \_\_\_\_\_ Print name \_\_\_\_\_ Date \_\_\_\_\_

## General Information for ATR Employees Accepting the ATR Severance Agreement

### For Retirement-Eligible ATRs Accepting the ATR Severance Agreement:

- For ATR employees who are retirement-eligible, while the form must be submitted between July 3 and August 4, 2014, your Retirement Date must occur by and no later than August 4, 2014 in order to be eligible for the ATR Severance payment.
- ATRs will not be eligible for the severance compensation payments outlined in the Agreement after August 4, 2014. Therefore, it is imperative that you contact the Teachers Retirement System as soon as possible to submit required retirement papers. Acceptance of this signed and notified severance agreement is binding and does not affect the applicant's eligibility for retirement. Any questions regarding your eligibility for retirement can only be addressed by the Teachers Retirement System. You are advised to also contact HR Connect (718) 935-4000 regarding continuation of your health insurance coverage as a retiree.

### For ATRs Not Eligible for Retirement Who Are Accepting the ATR Severance Agreement:

- For ATR employees who are not eligible for retirement, your separation from service will be considered a resignation and will take effect August 4, 2014. Please note: Any questions regarding your eligibility for retirement can only be addressed by the Teachers Retirement System. Acceptance of this signed and notarized severance agreement is a binding resignation from the DOE and does not affect the applicant's eligibility for retirement.
- Your resignation will be processed to ensure that you retain your health benefits through September 1, 2014.
- You will be eligible to apply for COBRA extended health insurance coverage. Contact HR Connect at 718-935-4000.

### For All ATRs Accepting the ATR Severance Agreement: Repayment

If an Electing Participant returns to employment at the New York City Department of Education following separation under the ATR Severance Program, repayment of severance to the NYC DOE is required as a condition of employment. This requirement will not apply to Day-to-Day Substitute service.

### Instructions for Completion of the ATR Severance Application:

- Read instructions and review form carefully.
- Complete all entries in Section 1, have notarized and sign.
- Completed and notarized form must be **hand-delivered** to HR Connect Walk in Center, Room 102, 65 Court Street, Brooklyn, NY no later than 5 PM, Monday, August 4, 2014.
- Please retain a copy for your records.