



Please read the Voluntary Severance Agreement and General Release for excessed Supervisors 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 excessed Supervisors as of December 30, 2014 may apply.

EXCESSED SUPERVISORS VOLUNTARY SEVERANCE AGREEMENT AND GENERAL RELEASE

1. The Severance Plan is only available to all CSA-represented school-based titles in excess, who are classified as in Excess as of December 30, 2014, the date of ratification.
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 Thursday, January 29, 2015 and no later than Monday, March 2, 2015 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 March 2, 2015, I will not be eligible for the severance compensation outlined in the CSA Agreement.
 - b. My 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 March 2, 2015. It is my responsibility to file for retirement.
 - d. **Important Note:** Eligible employees who submit this form and are eligible for retirement are advised that they must submit the required pension application to the Teachers Retirement System (TRS) as soon as possible to allow time for processing. If the TRS application is not submitted in a timely manner, this may result in delays in processing of retiree health coverage, including possible temporary interruption of benefits.
6. If I am not eligible for retirement:
 - a. My separation from service will be considered a binding resignation and will take effect on March 2, 2015.
 - b. My resignation will be processed to ensure that I retain DOE health benefits through March 2, 2015.
 - c. I will be eligible to apply for COBRA extended health insurance coverage.

8. WAIVER AND GENERAL RELEASE:

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.

For Applicant Use - Please print clearly

City: _____ **State:** _____ **Zip Code:** _____

Date _____

Sworn to before me this day of 2015

Notary Public