

AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration

-Between-

Local 2, United Federation of Teachers

-and-

The Department of Education of the City
School District of the city of New York

STIPULATION OF
SETTLEMENT
Michele Eisenberg

ARB#
UFT #X32041
AAA #13390 00805 08

SETTLEMENT AGREEMENT

It is hereby stipulated by and between the respective parties in the above-entitled matter that the arbitration is settled under the following terms and conditions:

1. The United Federation of Teachers and Michele Eisenberg, ("Grievant") hereby withdraw the Demand for Arbitration and the grievance in the above captioned matter with prejudice.
2. The Department of Education (the "Department") will reverse the excess of Michele Eisenberg and she will be returned to Columbus High School as of July 1, 2008, retaining all rights and benefits as if the excess had never occurred, including but not limited to her school seniority and summer per session hours.
3. The parties recognize and hereby codify, on a precedential basis, the longstanding policy with regards to the excessing rules of Guidance Counselors and Social Workers commonly known as the "cascade". Specifically, the parties agree that:

In situations where excessing is required the following cascade shall be followed and excessing will take place in reverse order


i.e. 5-4-3-2-1

- 1- Regular Guidance Counselor
- 2- Regular Social Worker
- 3- Teacher on waiver to be Guidance Counselor
- 4- Substitute Guidance Counselor
- 5- Substitute Social Worker

4. The parties agree that this settlement shall not constitute a precedent, except as specifically stated above, for the determination of any other dispute between the parties and is limited to the unique and particular facts of this case.

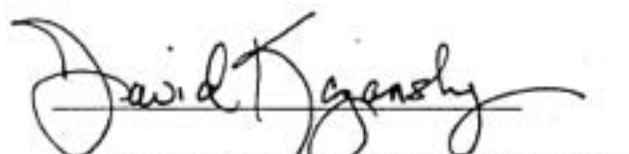
5. The parties agree that the execution of this Stipulation of Settlement shall not be construed as an admission of wrongdoing by any party. Furthermore, this Stipulation of Settlement shall not be offered in evidence for any purpose, or for any administrative, judicial or other proceeding, except as specified above in item 3, for the purpose of enforcing the obligation contained herein.
6. The Grievant agrees to waive all claims against the Board of Education in any administrative, judicial, or other forum arising out of the unique and particular facts of this case.
7. The parties agree that this Stipulation of Settlement constitutes the entire agreement of the parties in settlement of this grievance.
8. The Grievant acknowledges that she understands and accepts the terms of this Stipulation of Settlement, that she has been fully and fairly represented by the Union throughout the grievance process, and that she enters into this Stipulation of Settlement of her own free will.

Agreed:




Russell S. Pitzke
For the Board of Education
Office of Labor Relations

Gary Barton, First Executive
Director, Department of Human
Resources



David Degen
For the United Federation of Teachers



Michele Resenberg
Grievant