

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----	X
	:
In the Matter of the Application of	:
	:
COUNCIL OF SCHOOL SUPERVISORS AND	:
ADMINISTRATORS; MARK CANNIZZARO, as	:
President of the Council of School Supervisors and	:
Administrators; ANDREA GNECCO; JESSICA	:
ROSINSKY; JOSELYN ESPINOZA; and PIERANNA	:
VACCARO,	:
	:
Petitioners,	:
	:
For an Order and Judgment Pursuant to Article 78 of the	:
Civil Practice Law and Rules,	:
	:
-against-	:
	:
BOARD OF EDUCATION OF THE CITY SCHOOL	:
DISTRICT OF THE CITY OF NEW YORK and DAVID	:
C. BANKS, as Chancellor of the City School District of	:
the City of New York,	:
	:
Respondents.	:
-----	X

Index No. _____
Hon. _____, J.S.C.

VERIFIED PETITION

Petitioners, **COUNCIL OF SCHOOL SUPERVISORS AND ADMINISTRATORS**
(referred to herein as “CSA”), **MARK CANNIZZARO** as President of CSA, **ANDREA GNECCO, JESSICA ROSINSKY, JOSELYN ESPINOZA,** and **PIERANNA VACCARO,**
by their attorneys Stroock and Stroock and Lavan LLP and David Grandwetter, Esq., as and for
their verified petition herein, respectfully allege as follows:

INTRODUCTION

1. Respondents Board of Education of the City School District of the City of New York (“DOE”) and David C. Banks seek to refashion transparently disciplinary action against school administrators accused of misconduct as “leave without pay” (“LWOP”), and thereby

trample on the procedural rights guaranteed by Education Law § 3020-a as modified by the duly-negotiated CBA between DOE and CSA. This Court should not allow DOE to so act.

2. DOE not only has not followed the procedures mandated by law and contract, *it follows no procedure at all*. Alleging that these administrators submitted falsified vaccine documentation, DOE summarily placed them on indefinite suspension without pay, dubbed LWOP, with no identifiable timeline either for completion of the investigation or the preferment of charges.

3. As part of that suspension, DOE has continued their health benefits, but insists they forego any other gainful employment for the unspecified time lest their benefits be revoked as well. This has left these employees in a perpetual state of limbo, facing financial hardship and mounting irreparable damage to their reputations and careers as educators without an opportunity to clear their names.

4. To avoid any misunderstanding, Petitioners do not here challenge the validity of the vaccination mandate applicable to DOE (the “Mandate”),¹ nor do they here challenge the termination of undisputedly unvaccinated DOE employees (the subject of other litigation).²

5. These CSA members complied with the policy, submitted documentation and assert they are vaccinated. Thus, DOE’s actions here are based upon the allegation these individuals engaged in misconduct by submitting purportedly falsified documentation of their vaccination status. But, DOE may not presume the veracity of these allegations and bootstrap that presumption into the indefinite unpaid suspension of those employees. The burden is on DOE to prove its case, not the employee to prove their innocence of uncharged actions. To act

¹ See *infra* at ¶¶ 24-25.

² This challenge is pending elsewhere. See *infra* at ¶ 40.

otherwise makes a mockery of DOE employees' constitutionally-protected property interest in their jobs and destabilizes New York's carefully articulated balance of labor and management rights in the public sector.

6. DOE's actions violate the plain language and supporting precedent of Education Law § 3020-a as modified by the collective bargaining agreement between DOE and CSA (the "CBA"),³ which require—outside enumerated exceptions inapplicable here—the preferment of charges and a hearing prior to the suspension without pay of a CSA-represented DOE employee. Contrary to DOE's actions, evidence gathered by DOE or other investigators cannot form the basis for discipline unless and until it is charged and substantiated. And while DOE somehow contends its action is not disciplinary in nature, the submission of allegedly falsified documentation is a quintessential issue of discipline under section 3020-a.

7. While DOE points to the Mandate and arbitration award (the "CSA Award")⁴ addressing unvaccinated employees as somehow giving them the right to bypass due process protections, they cannot stretch the language of either the Mandate or the CSA Award to authorize their actions. The plain language of the Mandate requires proof of vaccination to enter certain facilities, and is silent on what DOE may do if individuals are alleged to have submitted false documentation that places their actual vaccination status in question.

³ Agreement Between the Board of Education of the City School District of the City of New York and Council of School Supervisors, 2003-2010, attached to the Verified Petition as Exhibit A. The CBA has been extended and modified by subsequent memoranda of agreement between CSA and DOE, leaving relevant provisions unchanged. See Memorandum of Agreement Between the Board of Education of the City School District of the City of New York and Council of School Supervisors, 2019-2023, <https://www1.nyc.gov/assets/olr/downloads/pdf/collectivebargaining/principal-csa-moa-2019-2023.pdf>.

⁴ Board of Education of the City School District of the City of New York and Council of Supervisors and Administrators (Impact Bargaining), Arbitration Award (Sept. 15, 2021), attached to the Verified Petition as Exhibit B.

8. Similarly, the Award is limited to addressing employees who are admittedly unvaccinated. It does not authorize extension of its unique LWOP provision to instances of alleged misconduct and, in fact, contains an extremely broad reservation of all existing due process rights.

9. That due process applies does not mean that DOE must continue to place employees whose vaccination status has been called into question in school buildings: as in other disciplinary circumstances, DOE may reassign them to other facilities or suspend them *with pay*. What DOE may not do is enact discipline without process, and trammel DOE employees' constitutionally-protected property rights in their employment.

10. While the instant unceremonious abridgement of constitutional rights is, itself, sufficient to justify a temporary restraining order, these employees will also suffer irreparable harms to their livelihoods and their reputations as educators.

11. These administrators have been accused of serious misconduct: absent a court's intervention to restore their constitutionally-protected rights to notice and a hearing, they will continue to suffer without pay and without the opportunity to vindicate themselves against the accusations made by DOE.

12. Emergency relief is therefore necessary to protect these employees, their families, and the state's vital system of due process protections for public employees as a whole.

PARTIES

13. Petitioner CSA is a public employee organization within the meaning of the Taylor Law, with its principal place of business in the City and County of New York. It is the recognized bargaining agent for principals, assistant principals, supervisors, and education administrators employed by the DOE. Mark Cannizzaro is the President of CSA.

14. Petitioner Andrea Gnecco is a natural person residing in the County of Nassau and State of New York. She is a permanently appointed assistant principal in the DOE and a member of CSA.

15. Petitioner Jessica Rosinsky is a natural person residing in the County of Nassau and State of New York. She is a permanently appointed assistant principal in the DOE and a member of CSA.

16. Petitioner Joselyn Espinoza is a natural person residing in the County of Nassau and State of New York. She is a permanently appointed assistant principal in the DOE and a member of CSA.

17. Petitioner Pieranna Vaccaro is a natural person residing in the County of Queens and State of New York. She is a permanently appointed assistant principal in the DOE and a member of CSA.

18. Respondent Board of Education of the City School District of the City of New York (doing business as the New York City Department of Education or “DOE”) is located at 52 Chambers Street, New York, New York, and is a school board organized under, and existing pursuant to, the Education Law of the State of New York. For all purposes, DOE serves as the government or public employer of all persons appointed or assigned by it.

19. Respondent David C. Banks is the Chancellor of the DOE, the Superintendent of Schools for the City School District of the City of New York and its chief executive officer. See New York Education Law § 2590-h.

JURISDICTION AND VENUE

20. This Court has jurisdiction to hear this matter pursuant to Articles 78 and 63 of the CPLR.

21. No prior application has been made for the relief requested herein.
22. Venue is proper in this Court pursuant to CPLR 504(3) because the material events in this matter otherwise took place principally in New York County.
23. Venue is also proper because Respondents are located in New York County.

ALLEGATIONS

I. DOE Suspends CSA Members Without Pay Absent Due Process

24. On August 24, 2021, Dave A. Chokshi, Commissioner of the New York City Department of Health and Mental Hygiene (DOHMH), imposed the initial version of the DOE vaccination Mandate.⁵

25. This version of the Mandate was later superseded by two subsequent orders on September 15, 2021 and September 28, 2021 (allowing for reasonable accommodations and extending the compliance deadline, respectively).⁶ The operative Mandate provides that DOE employees' failure to provide proof of COVID-19 vaccination by October 1, 2021 would lead to exclusion from DOE facilities where students are present, beginning on October 4, 2021.⁷

26. On April 21, 2022, CSA received information from DOE that two CSA members and DOE assistant principals, Petitioners Joselyn Espinoza and Pieranna Vaccaro, had been informed that they would be placed on involuntary LWOP effective April 25, 2022.⁸ CSA

⁵ See Order of the Commissioner of Health and Mental Hygiene to Require COVID-19 Vaccination for Department of Education Employees, Contractors, and Others, NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE (Aug. 24, 2021), <https://www1.nyc.gov/assets/doh/downloads/pdf/covid/covid-19-vaccination-requirement-doe.pdf>. (“August 28 Order”)

⁶ See Order of the Commissioner of Health and Mental Hygiene Revising the Effective Date for Required COVID-19 Vaccination of Department of Education Employees, Contractors, Visitors and Others, NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE (Sept. 28, 2021), <https://www1.nyc.gov/assets/doh/downloads/pdf/covid/covid-19-vaccination-requirement-doe-3.pdf> (“September 28 Order”).

⁷ See September 28 Order.

⁸ See Email Correspondence #1, attached to the Verified Petition as Exhibit C.

subsequently received information that two more assistant principals, Petitioners Jessica Rosinsky and Andrea Gnecco, had received similar notices.⁹

27. The notices stated that DOE had “[received] information about the proof of vaccination that is not valid for the above-mentioned employee,” and thus, the employee was declared “in violation of [the Mandate]” and unable to work “unless or until this situation is resolved.”¹⁰ Since April 25, 2022, Individual Petitioners have been suspended without pay with continued health insurance.

28. At the time that the notices were sent and since, DOE has not provided these employees with any evidence as to the basis of the allegations that their documentation was invalid, nor an opportunity to contest those allegations in front of a fact-finder. The employees informed CSA that the documentation they provided was valid and that they are vaccinated, yet they have no opportunity to prove the validity of their statements.

29. Petitioner Rosinsky, on her own account, obtained an antibody test and letter from her doctor to demonstrate that she was, in fact, vaccinated. She submitted that and other documentation to DOE and followed up on May 20, 24, 25, and 26, 2022.¹¹ DOE has not responded to her submissions.

30. Petitioner Espinoza, on her own account, submitted fresh copies of her vaccination card and Excelsior Pass on April 20, 2022.¹² DOE has not responded to her submissions. Espinoza also obtained an antibody test, but having received no response to prior

⁹ Id., see also Email Correspondence #2, attached to the Verified Petition as Exhibit D.

¹⁰ See, e.g., Email Correspondence #3, attached to the Verified Petition as Exhibit E.

¹¹ See May 25 and May 26, 2022 Email Correspondence, attached to the Verified Petition as Exhibits F and G.

¹² See April 20 Email Correspondence, attached to the Verified Petition as Exhibit H.

submissions and having no clear sense of the process being followed, has not yet submitted that result.

31. CSA has diligently sought to address this matter without intervention from the Court. Yet, despite CSA's efforts to obtain additional information regarding the allegations and press DOE to either return the employees to pay status or, at least agree to provide expedited probable cause hearings, DOE has not agreed. This leaves the impacted employees with no recourse and no discernable timeframe in which to expect the end of their LWOP status.

II. Background on Vaccine Mandate-Related Litigation and Negotiations

32. In response to implementation of the Mandate in August 2021, CSA proceeded on two tracks, both initially challenging the validity of the Mandate in court and negotiating with DOE over related pay and personnel policies.

33. In New York Supreme Court, CSA, together with other unions, argued that the Mandate itself violated the procedural and substantive due process rights of affected employees.¹³ The Court initially granted a temporary restraining order for the August 24 Order's failure to provide for medical and religious objections, only lifting the order when DOHMH amended the Mandate.¹⁴ While the Court eventually denied the requested preliminary injunction, it did not make any finding with regard to DOE's then-planned pay and personnel policies: it only considered the Mandate's requirement that one need be vaccinated to enter a DOE facility where students are present, provided no medical or religious accommodation applied.¹⁵

¹³ See generally New York City Mun. Labor Comm. v. City of New York, 73 Misc. 3d 621 (Sup. Ct. N.Y. Cnty. 2021).

¹⁴ Id.

¹⁵ Id.

34. CSA also engaged in negotiations with DOE regarding pay and personnel policies applicable to their constituents. Like preceding negotiations with CSA's sister union, the United Federation of Teachers ("UFT"), DOE agreed to resolve the question of implementation of the Mandate's requirement through binding arbitration with Martin F. Scheinman as arbitrator.¹⁶

35. On September 15, 2021, Arbitrator Scheinman produced an arbitration award ("CSA Award"), providing in relevant part that:

- a. Unvaccinated employees had until November 30, 2021 to elect to either (1) separate from service with incentives or (2) remain on a non-disciplinary extended LWOP through September 5, 2022 with health benefits and an ability to return upon vaccination or lifting of the DOE Mandate.
- b. If an unvaccinated employee did not select either of these options by the deadline, as of December 1, 2021, DOE "shall seek to unilaterally separate employees who have not opted" to either separate from service or remain on an unpaid leave. However, all parties reserved their existing rights in this regard, as the CSA Award explicitly states: "except for the express provisions contained, herein, all parties retain all legal rights at all times relevant, herein."¹⁷

36. While the terms of the CSA Award are incorporated into the CBA, critically, it does not provide for any policy related to termination or disciplinary suspension without pay,

¹⁶ Arbitrator Scheinman had previously issued an impasse award dated September 10, 2021 on the same issues in the UFT matter ("UFT Award"), attached to the Verified Petition as Exhibit I.

¹⁷ See Ex. B at 14.

because those procedures remain unchanged.¹⁸ The CSA Award does not waive due process for individuals who are alleged to have submitted false vaccination documentation. The CSA Award treats LWOP as expressly non-disciplinary, and is an option based on admitted noncompliance with the terms of the Mandate.

37. Thus, pre-existing rights and procedures under N.Y. Education Law § 3020-a and the CBA govern, and DOE may not abridge employees' due process rights through unpaid suspension without due process, as they do here.

38. Between the promulgation of the CSA Award and January 30, 2022, the procedures in the Award were largely followed. Individual Petitioners submitted timely proof of their vaccination and returned to in-person administration. Other employees, who were not vaccinated, opted for or were placed on LWOP pursuant to the CSA Award process: CSA did not dispute such placement because it complied with the CBA and Award.

III. The City Issues Summary Termination Letters for Admittedly Unvaccinated Employees in Violation of Due Process Rights

39. On January 30, 2022, City officials contacted the Municipal Labor Committee (“MLC”)—an umbrella organization of City unions, including CSA—stating that the City, including DOE, would be terminating all admittedly unvaccinated employees who had not obtained an accommodation or elected an extended leave. While MLC pushed back, asserting that such summary terminations violated due process rights, on January 31, DOE issued termination letters providing that recipients' employment and health insurance coverage would be summarily terminated on February 11, 2022.

¹⁸ Arbitrator Scheinman held that the Mandate did not address “matters of due process with regard to job and benefits protection.” Ex. I at 3; see also Ex. B at 1 (stating that “much of the [UFT Award] would govern”).

40. On February 8, 2022, MLC along with other unions including CSA sued to enjoin these terminations.¹⁹ The motion for a temporary restraining order was denied and said employees were terminated.²⁰ On April 21, 2022, the Court denied the unions' motion for preliminary injunctive relief, holding that because vaccination status was a "qualification of employment" and there was no dispute that the employees were unvaccinated, disciplinary due process did not apply.²¹ The City Defendants' motion to dismiss has not yet been decided.

41. Separately, CSA filed grievances on behalf of its members who had been terminated and proceeded through the relevant steps. DOE subsequently sought to enjoin the arbitration of grievances relating to implementation of the vaccine mandate: this petition was denied on May 26, 2022.²²

IV. DOE's Policy Is Unlawful, And An Injunction Should Issue

42. Since receiving notice of DOE's actions, CSA has inquired into DOE's evidence, raised probable cause hearings as an option to quickly resolve individual Petitioners' status, and filed grievances under the CBA rather than seek immediate judicial intervention. DOE has refused to entertain any of CSA's efforts and has not initiated any process. Instead, individual Petitioners remain on unpaid leave, and DOE has informed CSA that these employees may not seek other employment without either resigning (and therefore losing benefits as well) or receiving special permission from DOE, which by its own admission, will not be forthcoming.

¹⁹ See Complaint in New York City Mun. Labor Comm. v. City of New York, Index No. 151169/2022 (N.Y. Sup. N.Y. Cnty.) NYSCEF Doc. No. 2.

²⁰ See Interim Order in New York City Mun. Labor Comm. v. City of New York, Index No. 151169/2022 (N.Y. Sup. N.Y. Cnty.) NYSCEF Doc. No. 52.

²¹ New York City Municipal Labor Committee v. City of New York, 75 Misc.3d 411 (Sup. Ct., N.Y. Cnty. 2022).

²² See Decision and Order, Board of Education of the City School District of the City of New York, et al. v. Council of School Supervisors and Administrators, et al., Index No. 451284/2022 Index No. 451284/2022 (N.Y. Sup., N.Y. Cnty.), NYSCEF Doc. No. 26.

43. DOE has claimed that their summary rejection of these submitted vaccination records removes the instant employees and their LWOP from the disciplinary process.

44. In the time since Petitioners' placement on LWOP, DOE has steadfastly refused to provide any evidence or opportunity to contest the allegations in a disciplinary proceeding, and has not even interviewed the suspended employees.

45. This state of limbo has badly affected individual Petitioners. In addition to nearly two months without pay and without the ability to seek other employment, these members have been humiliated and their reputations tarnished by their sudden departure under allegations (but not charges) of serious misconduct.

46. Individual Petitioners are dedicated educators. As aptly stated by Petitioner Rosinsky:

I am having an extremely hard time not being able to finish the year with my first graduating class as Assistant Principal. I have wrongfully missed so many crucial events, meetings, class visits/celebrations. Teachers, students, staff and parents are all wondering where I have been and why I'm not there... when is it the right time to explain all the other damage they have caused mentally, emotionally, physically and financially, to all of the people in my family, my school, and my community?²³

47. Rosinsky, like the other Petitioners, has been kept in the dark about the reasons for the suspension, and has been denied the opportunity to vindicate herself while struggling to make ends meet.

48. Rosinsky, for instance, has served DOE since September 2008, and was promoted in September 2021 to serve as assistant principal at PS 280.

²³ See Questions and Concerns, attached to the Verified Petition as Exhibit J.

49. She timely submitted her vaccine documentation, after receiving her vaccinations from a pediatric clinic she was considering as a medical provider for her children.²⁴

50. Rosinsky was temporarily contraindicated for her first vaccination due to testing positive for COVID-19, but received both doses by November 20, 2021, within the approved extension.²⁵

51. Since being suspended without pay, Ms. Rosinsky and her husband have struggled financially: with four children under the age of six, they have been forced to incur substantial credit card debt and borrow funds from family members to pay for both groceries, their mortgage and car note.

52. Rosinsky has also begun treatment for anxiety due to the mental stress of her situation, exacerbated by her fears of being unable to pay for full-time monitoring and treatment for her son's seizure disorder.

53. Nor are the professional and reputational harms to Petitioners speculative. Prior to suspension, Rosinsky's principal had submitted her for a 12-month position (she is currently a 10-month employee). However, DOE administrators have since informed her that, due to the instant unproven accusations of serious misconduct, she has been denied that opportunity and its commensurate \$14,312 salary increase. Confoundingly, the same DOE administrators who denied Rosinsky's 12-month position have since reached out to inquire whether she is available to work this summer. Per DOE's conclusory suspension, she is not.

²⁴ See Notice of Temporary Accommodation and Vaccine Documentation, attached to the Verified Petition as Exhibit K.

²⁵ Id.

54. Similarly, Petitioner Espinoza was told by her superintendent that she was in line for the position of principal that was expected to open in June 2022. Due to her suspension, Espinoza was unable to receive an offer, and the position went to another pedagogue.

55. This is no way to treat dedicated educators.

56. Although Petitioners maintain that notices of claim are not necessary for actions, as here, based primarily in declaratory and injunctive relief, on June 17, 2022, Petitioners in the instant action individually served notices of claim on Respondent DOE. True and correct copies of Petitioners' Notices of Claim to DOE are attached hereto as Exhibit L.

FOR A FIRST CLAIM FOR DECLARATORY RELIEF

57. Petitioners repeat and reallege the allegations set forth in Paragraphs 1 through 56 as if set forth herein.

58. Suspensions of DOE employees for alleged misconduct are subject to due process protections under N.Y. Education Law §§ 3020 and 3020-a, the CBA, and myriad court precedent.

59. Nothing in the CSA Award abridges, waives, or amends those rights.

60. Yet, Respondents seek to deny Petitioners those protections through involuntary placement on LWOP, effective April 25, 2022 and still ongoing without the preferment of charges.

61. Declaratory judgment is appropriate in the present case because it will have an immediate and practical effect of influencing Respondents' conduct, as Petitioners seek to stop the illegal abridgement of their rights and to prevent Respondents from continuing their campaign of unlawful summary disciplinary action.

62. By reason of the foregoing, declaratory relief establishing that Respondents owe individual Petitioners and other of Petitioner CSA's members due process rights associated with disciplinary action prior to suspension without pay is appropriate and will have the immediate impact of preventing Respondents from taking further action detrimental to those employees.

FOR A SECOND CLAIM FOR INJUNCTIVE RELIEF

63. Petitioners repeat and reallege the allegations set forth in Paragraphs 1 through 62 as if set forth herein.

64. Respondents have suspended individual Petitioners without pay in violation of their due process rights contained in N.Y. Education Law §§ 3020 and 3020-a, and the CBA.

65. Individual Petitioners have not been paid since their suspension, which occurred without resort to, and in violation of, the procedures mandated by N.Y. Education Law § 3020-a and the CBA.

66. Respondents have no right to deprive individual Petitioners of their pay except through the procedures contained in N.Y. Education Law § 3020-a and the CBA.

67. Respondents' attempts to deprive individual Petitioners of their procedural due process rights itself constitutes a sufficient showing of irreparable harm to support injunctive relief, particularly as it sets a disturbing precedent should DOE or the City ever accuse anyone of dishonesty or fraud ever again.

68. Moreover, this Court is unable to remediate the damage to individual Petitioners absent immediate relief. Their indefinite lack of income will impair employees' ability to seek or maintain necessary healthcare and stable finances, resulting in a downward spiral that may result in harms that cannot later be compensated.

69. Furthermore, individual Petitioners have suffered and continue to suffer escalating and irreparable damage to their reputations and careers as educators and professionals, impeding their future employment prospects.

70. The inconvenience that would result if Respondents were ordered to restore individual Petitioners to pay status pending application of their guaranteed procedural due process rights is minimal compared with the threat to individual Petitioners and their respective families, as DOE may reassign them to other facilities or suspend them with pay.

71. The ongoing unlawful suspension of individual Petitioners also threatens irreparable harm to Petitioner CSA, with DOE's lawless actions unilaterally stripping CSA of statutory and bargained-for contractual rights, harming its reputation and image as a representative, and threatening to permanently damage its relationship with its members.

72. Therefore, an injunction should issue ordering Respondents to restore individual Petitioners to the position they were as of the date they were placed on leave without pay, including the payment of any wages incident to such restoration.

PRAYER FOR RELIEF

WHEREFORE, Petitioners respectfully request that the Court:

1. declare that Respondents violated the due process rights of employees represented by Petitioner CSA, pursuant to statute and Petitioner CSA's collective bargaining agreement;
2. order Respondents to restore employees who have been suspended as of the date they were placed on leave without pay together with the payment of any wages incident to such restoration; and
3. grant such other and further relief as the Court may deem appropriate.

Dated: June 21, 2022

Respectfully submitted,

/s/ DINA KOLKER

STROOCK & STROOCK & LAVAN LLP

Dina Kolker, Esq.

Alan M. Klinger, Esq.

Arthur J. Herskowitz, Esq.

180 Maiden Lane

New York, New York 10038

(212) 806-5400

dkolker@stroock.com

aklinger@stroock.com

aherskowitz@stroock.com

and

DAVID A. GRANDWETTER, ESQ.

Council of School Supervisors and

Administrators

40 Rector Street, 12th Floor

New York, NY 10006

(718) 852-3000

david@csa-nyc.org

Co-Counsel for Petitioners

VERIFICATION

STATE OF NEW YORK)
 ss.:
COUNTY OF NEW YORK)

MARK CANNIZZARO, being duly sworn, deposes and says:

I am President of the Council of School Supervisors and Administrators (“CSA”), a Petitioner in this proceeding. I have read the foregoing Verified Petition, know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. The grounds of my belief as to all matters therein not stated to be upon my knowledge are based upon documents and information maintained by CSA or obtained through investigation of the facts.

ELIZABETH DELL'ALBA
NOTARY PUBLIC, State of New York
No. 01DE6169941
Qualified in Kings County
Commission Expires July 02, 2023



Mark Cannizzaro

Affirmed to before me this
21 day of June, 2022



NOTARY PUBLIC

ATTORNEY'S VERIFICATION BY AFFIRMATION

I, Dina Kolker, an attorney admitted to practice in the courts of the State of New York, and not a party to this action, and say that:

I am an attorney at the law firm of Stroock & Stroock & Lavan LLP, attorneys for petitioners Council of School Supervisors and Administrators (CSA), Mark Cannizzaro, as president of CSA, Jessica Rosinsky, Andrea Gnecco, Joselyn Espinoza, and Pieranna Vaccaro. I have read the foregoing Verified Petition, know the contents thereof, and the same are true to my knowledge, except as to matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true. The grounds for my belief as to all matters not stated upon my personal knowledge are correspondence and other writings furnished to me by petitioners, interviews and telephone calls with the petitioners, and documents relating to the cause of action herein, which are in my possession.

The reason I make this affirmation instead of petitioners Rosinsky, Gnecco, Espinoza, and Vaccaro because these petitioners are located outside the county where I maintain my office.

Dated: New York, New York

June 21, 2022

s/ Dina Kolker

Dina Kolker, Esq.