

## **Parental Leave**

### **I. Introduction**

Parental Leave ("PL") means the right of an Eligible Employee represented by the United Federation of Teachers ("UFT") employed by the Board of Education of the City School District of the City of New York ("DOE") or the City of New York ("City") to take an approved, unpaid leave, not to exceed six weeks, under the circumstances and rules described herein. During the period of the approved, unpaid leave, the DOE or the City will continue the employee's health insurance without interruption, but all other accruals of benefits (including pension, salary and service credit accrual) cease. The approved leave will be unpaid leave, but for the duration of the unpaid leave, the UFT will provide, at its discretion, a benefit to these employees through its Welfare Fund ("UFTWF").

The administration of the program and the level of benefit provided is to be determined by the UFT and UFTWF. Any dispute or disagreement by a UFT represented employee regarding the UFT or UFTWF's administration of the program or determination of the level of benefit provided shall be referred to the UFT for resolution by whatever process the UFT deems appropriate, and is not subject to the grievance or arbitration procedure in the applicable collective bargaining agreements.

The City/DOE's exclusive financial obligation is to provide the unpaid leave as set forth herein and to make a contribution to the UFTWF in the annual amount of \$50,786,534. This amount shall increase with future across the board wage increases beyond the expiration of the 2009-2018 collective bargaining agreements. This amount is to be funded by extending the 2009-2018 collective bargaining agreements by an additional 2 months and 13 days and is to be used solely for the administration of the parental leave program by the UFT and UFTWF. Parental Leave will be granted to all UFT-represented Eligible Employees, regardless of gender, in the event of a birth of a child, adoption of child, or the placement of a child in foster care with the employee (the "Covered Event").

### **II. Effective Date**

The first date an employee will be entitled to Parental Leave shall be September 4, 2018. An Eligible Employee who has a Covered Event prior to September 4, 2018 shall be entitled to PL during the portion of the leave that would occur on and after September 4, 2018 based on rules below. For example: (1) For an August 14, 2018 non-Caesarean birth, the non-birth parent would be entitled to PL starting on September 4, 2018 and continuing through September 24, 2018; (2) For an August 14, 2018 non-Caesarean birth, the birth parent may use CAR days starting on the first day

of school and continuing through September 24, 2018, and then take a full 6 weeks of PL; (3) For a July 3, 2018 non-Caesarean birth, the birth parent can be on sick leave/CAR status for 6 weeks until August 13, 2018 and then would be entitled to PL starting on September 4, 2018 and continuing through September 24, 2018.

### **III. Definitions**

For purposes of this Agreement only, "Active Status", shall mean an Eligible Employee is on (i) payroll, using CAR days or sick time, on annual leave, on a paid leave, on parental leave, (ii) unpaid leave for a pregnancy related condition, (iii) a leave pursuant to the Uniformed Services Employment and Reemployment Rights Act ("USERRA") or another statutory leave and/or (iv) unpaid leave due to a medically disputed line of duty injury ("LODI") for up to three months.

In the event that an employee files for parental leave and has an unpaid, administratively disputed ("administrative bar") leave for a line of duty injury ("LODI") that impacts her/his eligibility for parental leave, the DOE shall notify the UFT within 5 school days, if the DOE intends to disapprove the parental leave as a result of the disputed line of duty injury. The UFT and DOE shall meet within 5 work days to attempt to resolve the issue. If the issue is not resolved, the matter will be scheduled on the next scheduled arbitration date before the regular arbitration panel for a final and binding decision. A hearing can take no more than one day and an arbitrator may hear up to three such cases per day. The parties will jointly ask the arbitrator for an expedited decision. The parties will ask any arbitrator who hears such a case to schedule a make up date as soon as possible.

If the employee's dispute is medical and she/he is not on payroll, up to three months of disputed LODI days (that are not part of a statutory leave) count as Active Status and on Payroll for purposes of this Agreement.

"Statutory Leave" means time on any unpaid leave that the employee is entitled to by law, including, but not limited, to pursuant to the Family and Medical Leave Act ("FMLA"), the Americans with Disabilities Act ("ADA"), NY Workers' Compensation Law, NY Disability Benefits Law (Short Term Disability), NY Military Law, NY Labor Law (Military Spouse), New York Penal Law (Crime Victims Leave), NY State Human Rights Law and NYC Human Rights Law. A "non-statutory leave" is any other unpaid, approved leave to which the employee is entitled.

"Special Circumstances" shall include, but not be limited to, a medical condition of the employee or the employee's family member, a death in the family, a premature birth, or reasonable travel necessary to adopt the child. The determination as to whether

special circumstances exist shall be made by the DOE and is subject to the grievance procedure including binding arbitration.

"CAR Days", for purposes of this Agreement only, shall refer to sick days, annual leave, and "cumulative absence reserve" days in accordance with the applicable collective bargaining agreement. As used herein "CAR Days" also includes any "frozen/vested" annual leave in any applicable collective bargaining agreement.

"Grace Period" shall mean the 30 calendar days a regularly appointed pedagogue is entitled to remain on payroll after exhausting her/his CAR and borrowing days while maintaining her/his health insurance. During this period, employees receive payroll deductions for each workday.

#### **IV. Covered Events**

The following are each a Covered Event for which an Eligible Employee, female or male, can take Parental Leave:

- A. Birth of a child (or children) of an Eligible Employee;
- B. The adoption and placement of a child (or children) under the age of six in the home of an Eligible Employee; and
- C. The foster care placement of a child (or children) under the age of six in the home of an Eligible Employee.

#### **V. Eligibility for Parental Leave**

- A. The following shall be considered Eligible Employees:
  - 1. Full time employees;
  - 2. H Bank and non-pedagogical employees who work a regular schedule of 20 hours per week or more inclusive of lunch, including but not limited to Occupational Therapists and Physical Therapists;
  - 3. Adult Education teachers who work a regular schedule of 20 or more hours per week; and
  - 4. Hearing Officers – Per Session who worked more than 960 hours in the 12 calendar months prior to the Covered Event.

- B. Initial Eligibility: To be eligible to take her or his first PL, an Eligible Employee must have:

(i) been on payroll for a total of 12 calendar months during his/her DOE employment commencing from the Employee's most recent date of hire, which need not be consecutive, and for purposes of eligibility under this section B(i), time on an unpaid leave, except pursuant to USERRA, does not count toward the requisite 12 calendar months. (ii) been in Active Status for 12 calendar months immediately prior to the Covered Event exclusive of any time on a non-statutory approved leave without pay of up to 12 months. (i.e., An employee is not eligible for parental leave until she/he has returned to Active Status for an amount of time equal to the length of her/his non-statutory leave without pay or for 12 consecutive months, whichever is shorter.)

For example: an employee who has served for 10 years takes 6 months of an approved leave for an adjustment of personal affairs. Upon return, the employee must serve 6 months in Active Status to take PL. The 6 months the Eligible Employee served in Active Status immediately before the leave without pay and the 6 months the Eligible Employee served in Active Status immediately after the leave without pay satisfy the requirement for 12 calendar months in Active Status.

- C. Eligibility for Another PL: An Eligible Employee who has taken a PL may only take PL again after the employee has been in Active Status for 10 calendar months following the Covered Event, exclusive of any time since the Covered Event on a non-statutory leave without pay of up to 10 months. (i.e., An employee is not eligible for parental leave again until 10 calendar months have passed from the date of the Covered event and she/he has returned to Active Status for an additional amount of time equal to the length either of her/his non-statutory leave without pay or for 10 consecutive months, whichever is shorter.)
- D. For employees who work a school year, PL shall not extend beyond the end of the school year. For part time Eligible Employees, the length of the PL will be six weeks (42 calendar days).
- E. In the event that an employee has a documented due date for the birth of a child (or children) after the required time period (i.e., 12 or 10 calendar months) for PL eligibility, and the child (or children) has a medically documented premature birth prior to serving the required time, the employee will still be eligible for parental leave.



## **VI. Options for Birth Parents**

UFT represented employees who work for the DOE and deliver a child (or children) will have two options with respect to Parental Leave after the birth of a child:

- A. **Option A** – immediately following the birth of a child (on the day of the birth), the delivering parent can use available CAR days to go on maternity leave, and, if eligible, borrow CAR days and use the Grace Period, for a period of up to 6 weeks (8 weeks if the birth parent has a Caesarean section). If Option A is selected, there is no additional Parental Leave available for either the birth parent or non-birth parent.
- B. **Option B** – immediately following the birth of a child (the day of the birth), the delivering parent can use available CAR days without the ability to borrow CAR days or use Grace Period, for a period of up to 6 weeks (8 weeks if the birth parent has had a caesarean section). Following the use of CAR days for up to 6 or 8 weeks, the delivering parent would be able to use Parental Leave for a period of up to an additional 6 weeks. The non-delivering parent will be eligible for up to 6 weeks of Parental Leave, to commence upon the Covered Event.

## **VII. In the event that both the birth parent and non-birth parent work for the DOE and are represented by the UFT and the birth parent has elected Option B:**

- A. In this instance, immediately following the birth of a child, the delivering parent ("birth parent") can use any amount of available CAR days in her/his bank for a period of up to six weeks following the birth (eight weeks if the birth parent has had a Caesarean section) without the ability, if eligible, to borrow CAR days or use the Grace Period. Thereafter, the employee may, if the employee chooses, take a Parental Leave. The employee may also forgo the right to use CAR days and immediately start PL. If the birth parent uses less than 12 weeks (14 weeks if the birth parent has a Caesarean section), when the birth parent returns to work (whether after the use of CAR days or PL), the non-birth parent may choose to start her/his Parental Leave at that time.
- B. Nothing in this section VII shall limit the non-birth parent's right to take PL concurrently with the birth parent starting with the birth of the child. In no circumstances may the two parents together take more than 6 weeks of Parental Leave combined per Covered Event.

- C. In no circumstance may the combined, total elapsed time period for both parents together, for use of CAR days and Parental Leave, exceed 12 weeks (84 calendar days) immediately following the birth or 14 weeks (98 calendar days) in the event the birth parent had a Caesarean section.
- D.

### **VIII. Birth Parents**

- A. A birth parent who elects Option B can elect to use any amount of available CAR days for a period of up to 6 weeks starting on the day of birth (8 weeks if the birth parent has had a caesarean section) without the ability to borrow CAR days or use the Grace Period.
- B. Thereafter, a birth parent who has selected Option B may take 6 weeks (42 calendar days) of Parental Leave immediately following the end of the period of time that the birth parent uses CAR days, but starting no later than on the 43rd calendar day after the birth (57th calendar day after birth if the birth parent has a Caesarean section) and ending no later than the last day of the 12th week after birth (14th week after the birth if the birth parent has had a Caesarean section).

### **IX. Non-Birth Parents**

Non-birth parents may take six weeks (42 calendar days) of Parental Leave starting on the day of the Covered Event and ending no later than the last day of the 6th week after the Covered Event, except where both parents work for the DOE and the birth parent has elected Option B.

### **X. Notification of Leave and Return from PL**

- A. Eligible Employees who submit an application for PL 15 calendar days or more prior to the anticipated date of the Covered Event will receive payment of the PL benefit promptly after all necessary documentation has been submitted and the 10 day period to amend or modify the application (see section E below) has expired.
- B. Employees must notify the DOE of the Covered Event as soon as possible but no later than 10 calendar days following the Covered Event, unless special circumstances prevented the employee from doing so.
- C. Absent special circumstances, payment will be significantly delayed if the employee submits the application fewer than 15 calendar days prior to the

anticipated date of the Covered Event and/or provides the DOE with notice more than 10 days after the Covered Event.

- D. Absent special circumstances, for birth parents, failure to submit an application 10 days after the Covered Event will result in the birth parent being placed by default on Option A (with no ability to borrow or use the "Grace Period" or take PL). Absent special circumstances, for non-birth parents, failure to submit an application 10 days after the Covered Event, will result in non-birth parent being ineligible for PL.
- E. Eligible Employees must provide timely documentation of the Covered Event to the DOE. The type(s) of documentation that will be accepted and the deadline for submission, absent special circumstances, will be jointly determined by the DOE/City and the UFTWF.
- F. The DOE shall provide the UFTWF with the application and any amendments and the notice of the Covered Event within 2 business days of receipt. Within 10 business days of receipt of the application, the DOE shall notify the UFTWF whether or not the leave has been conditionally approved. As soon as possible but not later than 4 business days following notice of the Covered Event, the DOE shall notify the UFTWF whether or not the leave has been finalized, absent unforeseen technical circumstances, in which case the DOE shall provide the information as soon as the technical matter has been resolved. Within five business days of receipt of the documentation of the Covered Event, the DOE shall notify the UFTWF whether the documentation is adequate to verify the Covered Event. Should the UFTWF request a copy of the supporting documentation, it will be provided promptly.
- G. The application shall indicate either (i) the date the employee will return to work ("Return Date") (e.g., following the use of CAR days and PL, FMLA or child care leave) or (ii) that the DOE employee will be taking, if eligible, a child care leave and if so for what period of time. The application shall also include any other information that either the DOE/City or the UFTWF needs in order to effectuate this Agreement.
- H. All Eligible Employees are required to adhere to this requirement to submit an application unless an employee can demonstrate special circumstances.
- I. An employee may amend or modify the application through the 10th calendar day following the Covered Event.

- J. Except as provided below, following the end of PL the employee will be restored to her/his previous school/worksite and given either her/his previous assignment or an equivalent one, with no diminution in her/his pay, benefits and employment status. If the Employee is eligible and elects to take childcare leave or any other leave following PL, the existing rights, rules and procedures with respect to taking and returning from such leave(s) shall continue to apply.

**XI. Procedures in the event of a material change in relevant circumstance after the time to modify the application has passed.**

- A. Once the 10 day period of time to amend or modify the PL application has passed, an employee must adhere to the Return Date indicated on the employee's application unless she/he can demonstrate that relevant circumstances materially changed on or after the 10th calendar day following the Covered Event and the employee notifies the DOE and the UFT Welfare Fund immediately or as soon as possible following the change in circumstances. "Relevant circumstances materially changed" means a medical or unforeseeable material change in circumstances, including but not limited to a medical condition, death in the family, material change in family income, or a material change in circumstances related to child care. The determination as to whether "relevant circumstances materially changed" shall be determined by the DOE and is subject to the grievance procedure including binding arbitration. Nothing herein shall limit any legal right an employee has to return from an FMLA leave under applicable law.

In the event that it is determined that "relevant circumstances materially changed," that will result in a change in the employee's Return Date, the employee will have the same right to use CAR days, PL, and leaves for which she/he is eligible as any other employee and the use of such shall be subject to the terms of the applicable collective bargaining agreement.

In the event that it is determined that "relevant circumstances materially changed," and result in an employee returning to work during the school year on a different date than originally specified on the application the employee will be given their former assignment or another appropriate assignment in their school, in accordance with the applicable collective bargaining agreement and any applicable provisions of the FMLA, for the remainder of the school term.

- B. Eligible Employees whose applications state that they will be taking a child care leave and who commence this leave are subject to all of the rules concerning returning from child care leave including, but not limited to, teachers being

subject to the requirements set forth in Article 16(J) of the UFT-DOE Collective Bargaining Agreement covering teachers.

- C. An electronic notification system and online submission of documentation shall be used to the greatest extent possible with respect to the manner in which the employee notifies the DOE and UFTWF of a material change in relevant circumstances and provides supporting documentation.

## **XII. Return from PL**

- A. A UFT-represented employee must return from Parental Leave to Active Status for a total of 12 calendar months which need not be consecutive following Parental Leave.
- B. An employee who does not return to Active Status for a total of 12 calendar months, which need not be consecutive, following Parental Leave (or other approved leave(s) taken consecutively after the Parental Leave) will be required to pay back the Parental Leave benefit, unless special circumstances, as defined herein, prevented the employee from returning for some or all of the time.
- C. Notwithstanding the requirement to return for a total of 12 calendar months, an employee may take an additional Parental Leave when the employee has been in Active Status for 10 calendar months following the Covered Event in accordance V (C) of this agreement.

If an employee takes an additional Parental Leave prior to having returned to Active Status for a total of 12 calendar months, the employee must still return to Active Status for a total of 12 calendar months following their final Parental Leave.

Failure to return to Active Status for a total of 12 calendar months will result in the employee being required to pay back the most recent PL benefit the employee received.

- D. The UFT and DOE/City shall work together to collect any amount to be paid back. All funds collected shall go to the UFT Welfare Fund. The DOE/City and/or UFT Welfare Fund may withhold any other payment due and owed to said employee to effectuate the repayment, in addition to any right it otherwise has to recoup under the law.

## **XIII. Parental Leave General Requirements**

- A. PL has to be taken continuously rather than on an intermittent basis.

- B. For the sole purpose of the lump sum payments pursuant to Section 3(E) of the 2009-2018 Memorandum of Agreement and the 2009-2018 Implementation Guide between the parties, employees on Parental Leave shall be considered to be active and continuously employed for the time they are on PL. An employee who is on PL on the day of a lump sum payment payout and returns to work by the last day of February will receive her or his lump sum payment on March 15th. If the employee does not return by the last day of February, she or he will instead receive both the lump sum payment she/he missed and her/his next lump sum payment on the day of the next lump sum payment payout. Employees who are on child care leave on the day of a lump sum payment payout shall have their lump sum payments made on the deferred schedule in accordance with the Implementation Guide.
- C. An employee is not permitted to work for the DOE, City or any other employer while on PL.
- D. PL runs concurrently with any FMLA leave the Employee is eligible for.
- E. In the case of the birth of multiple children from one pregnancy, all children are treated as one Covered Event. In the case of multiple children being adopted or placed in foster care, all children being adopted or placed in foster care on the same day are treated as one Covered Event. In the cases of multiple qualifying events for the same child by the same employee, the Eligible Employee will be entitled to only one instance of PL.
- F. Individuals who work F status are not entitled to PL under any circumstances nor will time worked F status count towards eligibility to take PL.
- G. The DOE shall provide the UFT Welfare Fund with the following information electronically as soon as practicable but no later than two business days of receipt of an application, absent unforeseen technical circumstances in which case the information will be provided as soon as the technical matter has been resolved:
1. A "snap shot" of the Eligible Employee's last paycheck at the time PL is applied for/approved,
  2. The Eligible Employee's annual salary at the time PL is applied for/approved, and

3. Any other information that the UFTWF needs to implement this Agreement provided such request is reasonable, related to the administration of the PL Program, and not unduly burdensome to provide.
- H. The UFTWF will provide the DOE/City with the following information at least quarterly:
1. The names, identifying information and the total number of individuals currently on PL,
  2. The amount the individuals are being paid by the UFTWF while on PL,
  3. The total amount expended by the UFTWF on the Parental Leave Program to date,
  4. Any other information the DOE/City may request provided such request is reasonable, related to the administration of the PL Program, and not unduly burdensome to provide.

#### **XIV. No Modification of Existing Benefits**

- A. Nothing herein shall alter or limit the right of an Eligible Employee to take a childcare leave following Parental Leave, if eligible, under existing collective bargaining agreements, policy and practice in the same manner as they may currently do so. It is understood that the DOE is under no obligation to allow an employee who requests to extend or return early from childcare leave (as the result of a material change in circumstances) to return until the beginning of the next term.
- B. Nothing herein shall alter or limit the right of an employee to use CAR days or any applicable leave, if eligible, as a result of illness prior to or following parental leave, including but not limited to pregnancy related medical conditions, under existing collective bargaining agreements, policy and practice in the same manner as they may currently do so.
- C. Employees who are not eligible for Parental Leave may continue to use whatever leave, if any, is available to them under existing collective bargaining agreements, policy and practice and applicable law.
- D. Employees will continue to be paid during the summer in accordance with existing collective bargaining agreements, policy and practice. Therefore, time

spent on PL or any other unpaid leave during the school year will result in a diminution of summer pay owed by the DOE.

- E. For purposes of this Agreement, a person who becomes a child's parent as a result of surrogacy shall be treated as in the same manner as a person who adopts a child. They are eligible for Parental Leave. Surrogates themselves are eligible for maternity leave, not Parental Leave.
- F. A labor management committee consisting of an equal number of representatives of the UFT and DOE shall develop procedures for implementing parental leave for those employees who work Chapter 683, starting with the summer of 2019, with the understanding that employees who work Chapter 683 are entitled to parental leave during that time and to return to their return to and/or retain their Chapter 683 position on the same terms as they would have had they not taken parental leave. There is no change to the existing rules regarding per session.
- G. Any arbitration dates used as a result of an arbitration held pursuant to this Agreement regarding "special circumstances" and/or "material change in relevant circumstances" shall not count towards the contractual limit on the number of arbitrations dates per year. Likewise, any arbitration dates used pursuant to the LODI provisions in Section III above shall not count towards the contractual limit on the number of arbitrations dates per year.
- H. It is understood that July and August following a school year that a 10 month employee has worked all or part of the year are considered to be calendar months in Active Status and/or on payroll, however July and August do not count for the purposes of additional time requirements to be worked to make up for an approved leave without pay pursuant to Section V(B)(ii) above. For Example: (1) An Eligible Employee who has worked for the DOE for 5 years and never taken a PL goes on an approved unpaid non- statutory leave from March through May and returns June 1<sup>st</sup>. This Employee must work from September through October following their return to complete 12 months in Active Status immediately prior to the Covered Event to take a PL; (2) An Eligible Employee who has worked for the DOE for 5 years and never taken a PL goes an approved unpaid non-statutory leave from May through October and returns November 1<sup>st</sup> must work from November through February to complete a 12 months in Active Status immediately prior to the Covered Event to take a PL; (3) a 10 month Eligible Employee who works from September through March and goes on approved unpaid non-statutory leave for the rest of the school year, then returns in September, will have to work from September through November to complete a year of Active Status.



It is further understood that only work as an Eligible Employee counts towards meeting the 10 or 12 month requirements set forth herein.

- I. Nothing herein shall limit any right that an employee has under federal, state or local law.
- J. Except as expressly provided herein, nothing in this Agreement shall constitute a modification of, limitation on, or waiver of any provision of any collective bargaining agreement between the parties or past practice.

#### **XV. City Employees**

All UFT represented employees employed by the City shall have rights comparable to UFT-represented DOE employees as set forth herein, including, but not limited to, 6 weeks of parental leave provided they meet the eligibility requirements set forth herein and the use of any sick days or comparable leave by a birth parent prior to taking parental leave provided they have such a right to such sick time. A labor-management committee consisting of an equal number of people appointed by the UFT president and the Commissioner of Labor shall determine the City/agency equivalent of DOE rights and develop procedures for implementing these rights, including, but not limited to, application, notification, what happens when both the birth parent and the non-birth parent are employees of the City, and procedures for providing comparable information on a comparable timeline to the UFTWF as the DOE is doing. The committee will be responsible for creating an implementation guide for City employees no later than August 1, 2018 so that these rights can be utilized as of September 4, 2018. It is understood that an alleged violation or failure to implement the provisions of this paragraph and/or the implementation guide shall be grievable and arbitrable under the relevant UFT-City collective bargaining agreements.

#### **XVI. Examples to clarify the rules set forth above pertaining to the summer.**

- Non-birth parents can take PL for 6 calendar weeks from the date of the covered event.
  - If those 6 weeks run into the summer then the PL is truncated to end with the last school/work day (e.g. a June 1 birth could be on PL through the last work day of the school year).
  - If those 6 weeks begin in the summer then the PL could start with the first day of the school year but only extend until 6 weeks from the event. (e.g. for an August 1 birth the non-birth parent could begin the school year on leave but would return on Sept. 12, 6 weeks from the event)

- For birth parents who begin PL less than 6 weeks from the end of the year, the same theory applies as above.
  - If those 6 weeks run into the summer then the PL is truncated to end with the last school/work day (e.g. a June 1 birth could be on PL through the last work day of the year)
- For birth parents who give birth over the summer the following applies:
  - There is a period of 6 weeks or 8 weeks, if a Caesarean birth, where the birth parent would be on sick leave/CAR status.
  - The birth parent can begin their PL within or immediately after that 6/8 weeks period.
  - In no case can the PL extend beyond 12 weeks/14 weeks from the birth.
    - For an Aug. 1 non-Caesarean birth, the six week period would extend to Sept. 11. The birth parent would receive summer pay from the DOE and could begin the school year on PL, if the birth parent has no CAR days, or on CAR days and could start PL after that as long as PL begins by Sept. 12 and ends no later than six weeks later which would be not later than Oct. 23.
    - For a July 1 non-Caesarean birth, the 6 weeks would end on August 11 and the 6 week PL period would begin then and expire on Sept. 22. The birth parent could start the school year on PL, which would end on Sept. 22.

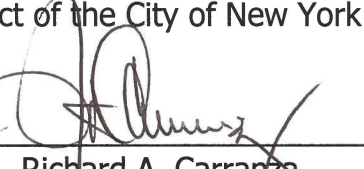
This agreement is entered into pending approval by the UFT Delegate Assembly.

WHEREFORE, we have hereunto set our hands and seals this 20<sup>th</sup> day of June, 2018


United Federation of Teachers  
Local 2, AFT, AFL-CIO

By:   
Michael Mulgrew  
President

The Board of Education of the City  
District of the City of New York

By:   
Richard A. Carranza  
Chancellor

City of New York

By:   
Robert W. Linn  
Commissioner  
Office of Labor Relations