

UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT

NICOLE WILLIAMS,
Petitioner,

Appeal No. 20750

-against-

BOARD OF EDUCATION OF THE
POUGHKEEPSIE CITY SCHOOL DISTRICT,
SHEREEN CADER, JOHN SAMMON,
Respondents.

REPLY AFFIDAVIT

From actions of the Board of Education restricting
teacher transfers and rescinding a directive of the
Superintendent regarding transfer of a teacher.

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

Nicole Williams, residing in Dutchess County, New York, being duly sworn, deposes and says:

1. I submit this affidavit in support of Petitioner's Verified Reply, and in response to the affidavits of Dr. Felicia Watson, Andrea Moriarty, Shereen Cader, Jason Gerard, and John Sammon, which were submitted by Respondents in opposition to this appeal.

2. While the factual allegations and defenses in Respondents' affidavits are largely irrelevant to the legal issues raised in this appeal – namely, the legal validity of the Board's July 14, 2017 preemptive moratorium and the Board's September 1, 2017 directives – this affidavit is submitted to correct the many factual inaccuracies and misrepresentations in those affidavits.

The June 15, 2017 Transfers

3. Discussions about the June 15, 2017 transfers with all of the building principals and the President of the Poughkeepsie Public School Administrators' Association (PPSAA), Phee Simpson, took place throughout the month leading up to June 15. The following factors to be

considered in making decisions about teacher transfers were discussed with the principals and their bargaining agent:

- (i) The instructional and pedagogical staffing needs of the district (building a coherent model of instruction across the elementary schools; moving away from a culture of isolation at the elementary schools, the middle school, and the high school; developing model classrooms);
- (ii) Contribution to scholars and colleagues that staff members could make in newly assigned positions;
- (iii) Qualifications (skill/will) of the staff members being reassigned;
- (iv) Opportunity for professional growth;
- (v) Preference of the staff member regarding assignment or transfer;
- (vi) Recommendations of the principal or the immediate supervisors involved;
- (vii) Effect the transfer will have on the instructional program in the school where the employee is currently assigned;
- (viii) Effect the transfer will have on the instructional program in the receiving school.¹

The presidents of both the teacher's unit and the administrator's unit agreed that I had the contractual right to transfer teachers. The president of the administrator's unit counseled her principals to adhere to the directives of the superintendent. The president of the teacher's unit counseled her members to adhere to the superintendent's transfer directives.

4. Among the many transfers throughout the district that I directed on June 15, 2017, was my decision to have two elementary school teachers, Shereen Cader and John Sammon, change

¹ Research shows that “[f]here are numerous ways strategic use of involuntary transfers could have a positive impact on overall district performance or the equity of teaching resources.” Grissom, Jason A., S. Loeb, N. Nakashima, “Strategic Involuntary Teacher Transfers and Teacher Performance: Examining Equity and Efficiency,” p. 2, <https://cepa.stanford.edu/news/involuntary-teacher-transfers-can-improve-school-performance-stanford-researchers-say>; *see also*, “Study: Struggling Miami-Dade schools benefited from teacher transfers,” <http://www.miamiherald.com/news/local/education/article1957353.html>.

places. Ms. Cader, a 5th grade teacher at Krieger Elementary School was directed to transfer to Warring Elementary School, and Mr. Sammon, a 4th grade teacher at Warring, was directed to transfer to Krieger.

5. There were legitimate reasons to transfer Cader and Sammon on June 15. Although rated highly by her principal, Andrea Moriarty, Ms. Cader had become a problem at Krieger. The issue with Ms. Cader is that she teaches in isolation at Krieger; she does not collaborate or share her practices with other 5th grade Krieger teachers. Ms. Cader is an isolationist; she has a strong sense of entitlement, and has not opened her doors to others to build a community of practice. I received complaints from Ms. Cader's colleagues that "Ms. Cader was the principal and Principal Moriarty was the vice principal," and that Ms. Cader is self-centered and too "tight" with the principal. To resolve these complaints of favoritism, I decided to break up Principal Moriarty and Ms. Cader by transferring Ms. Cader to Warring. The even exchange (Cader for Sammon) ensured that the principals of each building would have a qualified teacher.

6. When I began serving as superintendent in 2013, John Sammon was the Academic Instructional Coach at Warring Elementary. His job was to coach other teachers in the K-5 grades, and participate in district-wide academic instructional coaching.

7. Mr. Sammon states in his affidavit that "Dr. Nicole Williams has previously gone so far in recognizing my contribution to the District that she offered me a position in central administration." (Sammon Affidavit ¶ 7). However, that is not accurate. I do not know what position in central administration Mr. Sammon is referring to. What I do know is that, in the 2013-14 school year, Mr. Sammon was given an opportunity to train with the American Federation of Teachers to give him additional training in academic instructional coaching. In collaboration with the previous President of the Poughkeepsie Public School Teachers' Association (PPSTA), Debbie Kardas, it was agreed that Mr. Sammon would create a Teachers' Center at Warring Elementary School to be

structured as the “hub” of professional development, specifically to support the Academic Instructional Coaches at the elementary schools. The goal was to use this room as the “model” to structure district-wide professional development for the implementation of EngageNY. Mr. Sammon accepted this role and performed it in the 2013-14 school year.

8. However, starting with the 2015-16, the instructional coaches, including Mr. Sammon, were returned to the classroom. All of the instructional coaches were removed from the elementary schools due to the ineffective structure, the lack of return on investment for the money expended, and the lack of improvement in academic achievement (especially in literacy and mathematics). Coaches could not provide support unless they were “invited” into a teacher’s class, due to the PPSTA contract. The coaches’ duties were also made unnecessary by the hiring two years ago of assistant principals for all of the elementary schools, under the School Improvement Grants (SIG). Half of the new elementary school assistant principals’ time is allocated to professional development and coaching, with the other half of their time used for evaluation and administrative duties. Thus, the elementary school assistant principals took over the coaching work that had been performed by Mr. Sammon and the other instructional coaches. Mr. Sammon then became a 4th grade teacher at Warring.

9. Mr. Sammon states in his affidavit that he believes that my transfer directives “were motivated by [his] declination of a central office position and/or [his] known opposition in the recent board elections to [Dr. Williams’] supporters on the Board...” (Sammon Affidavit ¶ 24). First, I do not know which “central office position” Mr. Sammon is referring to, or what position he declined. Mr. Sammon provides no date or other details when he supposedly declined a “central office position,” but if he is referring to his position in the new Teachers’ Center at Warring in 2013 as the alleged basis for retaliation, it defies credibility to assert that I waited 4 years to retaliate against him.

Second, I do not know who Mr. Sammon supported in the board elections, and categorically deny that I retaliated against Mr. Sammon in any way.

10. Staff were assigned for the 2017-2018 school year in accordance with the Poughkeepsie Public School Teachers' Association collective bargaining agreement. Pursuant to Article XVIII, Section 5 of the CBA, "[t]entative notice of assignment shall be given by June 15th, wherever possible, to all unit members, including those who are returning from leave who confirm their intent to return in writing by May 15th." PPSTA counseled their teacher members to move to their new assignments, as directed by me. All of the teachers involved in the June 15th transfers – with the exception of Ms. Cader and Mr. Sammon – moved to their respective assignments. Ms. Cader and Mr. Sammon chose to ignore the transfer directive instead of complying with the order and using the contractual grievance process to challenge the transfers. Neither Cader nor Sammon filed a grievance.

11. During my employment as superintendent, I have always reported teacher transfers to the Board in Executive Session. The June 15, 2017 transfers were no different – they were discussed with the Board in Executive Session in June 2017. Apparently, the Board President does not recall, as she states that her belief that I did not immediately report the June 15, 2017 transfers to the Board was "to the best of my knowledge" (Watson Affidavit ¶ 27) – meaning that she is not certain. Dr. Watson's allegation is false. I reported the June 2017 transfers to the Board in an Executive Session meeting in June 2017. After Dr. Watson became President of the Board, the new Board majority refused to entertain any conversations about the transfers, and instead issued their unlawful preemptive moratorium on July 14, 2017.

The August 28, 2017 Transfers

12. Teacher transfers in August are not unusual. Circumstances often change after the June 15th deadline to provide tentative notice of assignment. For example, state test scores are not released until after June 15th and can affect decision-making on which teachers should be teaching at which schools. In this case, I became aware in August 2017 of more staff vacancies at Poughkeepsie Middle School than anticipated. In addition, I decided to transfer two teachers, Ms. Boccio and Mr. Conrad, out of the Middle School due to poor performance, pursuant to my authority as Receiver.

13. Among all of the teacher transfers made in 2016, there was one transfer as late as August 2016. On August 25, 2016, Melinda Aaron was transferred from the Middle School to Morse/Clinton. Ms. Aaron objected to the transfer; however, she complied with the directive, moved to her new assignment, and filed a grievance to challenge the transfer through the contractual grievance process. Unlike Ms. Aaron, neither Ms. Cader nor Mr. Sammon complied with the transfer directives (despite the fact that both were counseled by the president of their union to comply), and neither filed a grievance. Unfortunately, the Board supported their insubordination.

14. Ensuring that there are effective teachers in the classrooms in Poughkeepsie Middle School, as a receivership school, as well as all schools in the district is the single most important strategy I have as a superintendent receiver and the superintendent of the Poughkeepsie City School District for increasing student learning and academic achievement. Matching skill to the needs is critically important. “Involuntary assignment” is one key lever. The underperformance of the 5th graders entering 6th grade requires a skilled 6th grade team. Through the August 28th transfers, Cader and Sammon would contribute in a “return on investment” model.

15. I worked directly with the unit presidents due to the hostile working environment cultivated by the Board. I met with the President of the teacher’s unit and the President of administrator’s unit regarding the assignments to the middle school. The president of the teacher’s

unit counseled her members to pack up and report to their new assignments. The president of the principal's unit counseled her members not to get involved but to follow the directives of the superintendent. However, both principals chose insubordination and were supported by the majority Board.

16. I reported the August 28, 2017 transfers to the Board by written letter dated August 28, 2017. (Exhibit A). I also provided the Board with a chart showing all of the details of the transfers. (Exhibit B).

17. I made several attempts to discuss the transfers with Board President Watson, but she refused to discuss the transfers. My final attempt to discuss the transfers occurred on September 6, 2017, the day before the opening of school. On that day, I called Dr. Watson while I was meeting with the presidents of the administrator's unit and the teacher's unit. I told Dr. Watson that the two presidents were with me, and that they agreed that the transfers were critically important to the success of the middle school and the effective functioning of the district. However, Dr. Watson angrily refused to have any discussion about the transfers, and she hung up.

18. Respondents Cader and Sammon argue that they should not be transferred because they claim that they are not familiar with the 6th grade material in the middle school. However, we use EngageNY for grades 3-6, and both teachers are properly certified to teach 6th grade. In the 6th grade, teachers receive professional development daily, so they would have been brought up to the level of competence quickly as the focus is on literacy strategies, which is across grade levels. In the middle school, Cader and Sammon would have been part of a team with only one subject to prepare for as opposed to all the core subjects in elementary school. We use an interdisciplinary literacy approach, so they would have been well prepared to support a humanities team approach. Mr. Sammon, with his background and experience in academic coaching, would not have had difficulty in transferring to the middle school on short notice.

19. Ms. Cader's argument against being transferred to 6th grade is even weaker. She fails to mention in her affidavit that she teaches every summer in the transitional 6th grade summer program. She has taught in the summer school 6th grade transition program at least for the past three years at 62-66 hours each summer. She was paid out of the PMS SIG grant for her summer position. Therefore, Ms. Cader is familiar with the 6th grade curriculum and the students.

20. I unequivocally deny that the transfers of Respondents Shereen Cader and John Sammon were retaliatory. I did not make any statement to Principal Moriarty regarding Ms. Cader and her alleged relationship with former Superintendent Robert Watson, or Mr. Sammon and his relationship with the Interim Assistant Superintendent of Human Resources, Ms. Linda Mann. (Moriarty Affidavit ¶ 45).

21. By letter dated October 26, 2017, the Commissioner of Education informed me of her determination that Poughkeepsie Middle School had made demonstrable improvement in 2016-17. (Exhibit C). In order to continue the improvements in the Middle School and district-wide, I respectfully request that the Commissioner (i) declare Board Resolution 18-003 null and void *ab initio*; (ii) declare the September Board Directives null and void *ab initio* and confirm the validity and enforceability of all of the Teacher Transfers; and (iii) declare Board Policy 9420 null and void to the extent that it grants the Board power to approve or disapprove teacher transfers beyond the authority granted by the New York State Education Law.

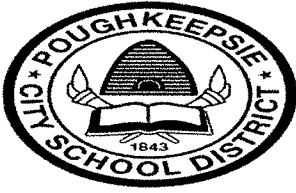

NICOLE WILLIAMS

Sworn to before me this
3rd day of November, 2017


Notary Public

Lisa Clark
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires Nov. 24, 2020

EXHIBIT A



Poughkeepsie City School District

Delivering on the promise of a high-quality education

Every scholar. Every day. Every classroom.

August 28, 2017

Dear Members of the Board of Education:

In several written communications with the Board (i.e., July 14, 2017, July 24, 2017) and, most recently, in a discussion in Executive Session held on Wednesday, August 19, 2017, the Superintendent of Schools shared with the Board of Education that the following Board directive is unlawful:

WHEREAS, the Board of Education has determined that there is a critical need to study and apply District Policy 9420 ASSIGNMENTS AND TRANSFERS, "...Superintendent of Schools will assign, transfer and reclassify district personnel SUBJECT to Board of Education approval";

BE IT RESOLVED that the Board of Education hereby places a moratorium on all involuntary transfers of teachers and administrators for the 2017-2018 school year pending further study by the Board and;

BE IT FURTHER RESOLVED that the Board of Education directs the Superintendent of Schools to inform in writing each Assistant Superintendent, building Principal and all district teachers and administrative employees that were involuntarily transferred for the 2017 - 2018 school year within the Poughkeepsie City School District no later than July 21, 2017.

As the Superintendent of Schools, I write for the purpose of providing the Board of Education, once again, with the reasons why the Board directive issued, specific to "a moratorium on all involuntary transfers of teachers and administrators for the 2017-2018 school year..." is legally impermissible:

First, as you know, the New York State Education law creates limited authority for the Board of Education and leaves day-to-day operational management to the Superintendent. Education Law §1711(2)(a) provides that the Superintendent is the "...chief executive officer (CEO) of the school district and the educational system..." In this role, the Superintendent is responsible for the day-to-day management of the district, the overall education of every student in the district, and management of all employees. In fact, Education Law §1711(2)(e) specifically reserves staff transfers as one of the exclusive functions of the Superintendent, stating that the Superintendent has the authority "...to transfer teachers from one school to another..." This unreasonable directive is therefore outside the scope of the Board's statutory authority, and will inhibit the

Superintendent from effectively managing the district and complying with her statutory functions as CEO of the district.

Second, the Superintendent's employment agreement specifically states that the Superintendent shall have the power and obligation to assign and reassign instructional and non-instructional staff. That provision may not be unilaterally altered by the Board. Therefore, by prohibiting the Superintendent from all involuntary transfers of teachers and administrators during the 2017-2018 school year, the Resolution constitutes a clear breach of contract.

Third, the Superintendent of Schools assigned staff during the 2016-2017 school year for the 2017-2018 school year in accordance with the Poughkeepsie Public School Teachers' Association (PPSTA) collectively bargained agreement, which states: "Pursuant to Article XVIII, Section 5 of the Collective Bargaining Agreement, Tentative notice of assignment shall be given by June 15, wherever possible, to all unit members including those who are returning from leave who confirm their intent to return by May 15." There is clear language in the arbitration award by Janet Maleson Spencer, Esq. on August 15, 2009, which upholds the District's right and responsibility to assign teachers and transfer teachers in accordance with Article XVIII, Section 5. This article further notes, that assignments/transfers are permissible "for the effective management of the District."

Fourth, Subpart E of Part EE of Chapter 56 of the Laws of 2015 added a new section, 211-f, to Education Law, which established a new intervention authority for districts and the Department to turn around struggling schools through receivership. The Superintendent Receiver is vested, by Education law, with the "powers of a receiver," including the ability to: "Supersede a decision made by the Board of Education." And, you are hereby notified that I am exercising that authority with respect to the Resolution in question.

Commissioner's Regulation 8 NYCRR 100.19(d) further provides that "...any board of education decision with respect to the superintendent's employment status shall be consistent with applicable laws and regulations and his or her employment contract and shall not be taken in retaliation for acts taken as a school receiver consistent with Education Law section 211-f and the provisions of this section." Certain actions that the Board has undertaken appear to be in direct retaliation prompted by my efforts to improve our receivership school, specifically prohibiting involuntary transfer, as already discussed. Please keep this regulatory protection in mind, as we continue to work together to improve the academic performance of our students at our receivership school. I eagerly welcome the opportunity to partner with the Board to improve our receivership school and, of equal importance, I would hope we can avoid any more controversy on this matter.

Finally, not only is this board item invalid as a matter of law, but if enforced, it would harm the educational opportunities of children in the district. Transfers are often necessary based on student need; and, if transfers are prohibited, resources are misspent, equity of educational opportunity is not upheld, and students are thereby harmed. To the extent that such Resolution

were to be enacted, the Superintendent determines that compliance with it will result in the deprivation of the educational rights of all students.

In summary, the Resolution, if enforced, would violate the education law, the employment agreement of the Superintendent of Schools, and the oath of office that every board member has taken to uphold the laws of the state of New York.

Please be advised that the following teachers, identified by the Board to “receive notification of the moratorium,” will receive written notice of their transfer in accordance with Education Law, Policy and the PPSTA agreement on Monday, August 28, 2017 via email and certified mail:

Andrea Boccio, who holds prekindergarten through grade 6 certification, will be transferred from Poughkeepsie Middle School (Receivership) 6th grade to Krieger Elementary School.

Shereen Cader, who holds prekindergarten through grade 6 certification, will be transferred to Poughkeepsie Middle School (Receivership) 6th grade from Krieger Elementary School.

Kenneth Conrad, who holds prekindergarten through grade 6 certification, will be transferred from Poughkeepsie Middle School (Receivership) 6th grade to Warring Elementary School.

Holly Dunn, who holds Music certification, will be transferred to Poughkeepsie Middle School (Receivership) from Poughkeepsie High School.

Amber Grant, who holds 7-12 mathematics certification, will be transferred from Poughkeepsie Middle School (Receivership) to Poughkeepsie High School.

John Sammon, who holds prekindergarten through grade 6 certification, will be transferred to Poughkeepsie Middle School (Receivership) 6th grade from Warring Elementary School.

A copy of the Memorandum, which will be sent to those teachers, is attached hereto.

Sincerely,



Dr. Nicolé Williams
Superintendent of Schools

MEMORANDUM

TO: TEACHER
FROM: Dr. Nicolé Williams
Superintendent of Schools
SUBJECT: Notice of Assignment 2017-2018 School Year
DATE: August 28, 2017

Pursuant to Article XVIII, Section 5 of the Collective Bargaining Agreement, **Notice of Assignment**, "Tentative notice of assignment shall be given by June 15, wherever possible, to all unit members, including those who are returning from leave who confirm their intent to return by May 15. Teaching assignments will not be changed except for the effective management of the District." In accordance with the "effective management" provision: Your assignment for the 2017-2018 school year will be _____.

Please contact the building principal, copied on this correspondence, for your schedule and responsibilities.

Thank you for your attention to this matter.

Cc: PCSD BOE
Building Principal
President, PPSTA
President, PPSAA

EXHIBIT B



Poughkeepsie City School District

Delivering on the promise of a high-quality education

Every scholar. Every day. Every classroom.

“Involuntary” Teacher Transfers 2017-2018

Teacher’s Name	2016-17 Placement	2017-18 Placement	Reason for Transfer	Discussion held with Principals/Any Objections?	Discussion held with the Board
Neil Grover	PMS	PHS	Medical Request—switching with Holly Dunn (same certification area).	Yes/No	Yes
Amber Grant	PMS	PHS	Teacher and principal—skill set mathematics expertise fit for the high school level.	Yes/No	Yes
John Sammon	Warring	Krieger- did not transfer in June PMS- did not transfer in August	Receivership needs/skill set match for the sixth (6) grade. Certification is aligned with the instructional needs at PMS as a former instructional ELA coach.	Yes/Yes Principal stated that the teacher objected.	Yes
Holly Dunn	PHS	PMS	Medical Request from Mr. Grover—switching with Mr. Grover (same certification area).	Yes/No	Yes
Shereen Cader	Krieger	Warring- did not transfer in June PMS- did not transfer in August	Receivership needs/skill set match for the sixth (6) grade. Certification is aligned with the instructional needs at PMS.	Yes/Yes Principal stated that the teacher objected.	Yes
Kenneth Conrad	PMS	Warring	Returning from medical leave—certification is aligned with the instructional needs at Warring.	Yes/No	Yes
Andrea Boccio	PMS	Krieger	Certification is aligned with the instructional needs at Krieger.	Yes/No	Yes

EXHIBIT C



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK

Commissioner of Education
President of the University of the State of New York
89 Washington Avenue, Room 111
Albany, New York 12234

E-mail: commissioner@nysed.gov
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Tel: (518) 474-5844
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October 26, 2017

Dr. Nicole Williams
Superintendent of Schools
Poughkeepsie City School District
11 College Avenue
Poughkeepsie, NY 12603

Dear Dr. Williams:

I am writing to inform you that I have made a final determination regarding whether the Struggling School in your district has made Demonstrable Improvement.

On September 13, 2017, the New York State Education Department (NYSED or "the Department") informed School Receivers about the preliminary determinations that NYSED made about each indicator in a school's demonstrable improvement plan. School Receivers were provided with an opportunity to review and appeal the data on the indicators prior to September 20, 2017. Early this month, School Receivers, stakeholders, and Community Engagement Teams (CET) were informed of the decision(s) I made regarding preliminary demonstrable improvement determinations. The School Receiver and the CET for each Persistently Struggling or Struggling School were given an opportunity to complete the Demonstrable Improvement Determination Consultation and Collaboration Form. By completing the form, the School Receiver and/or the CET indicated that they either agreed or disagreed with my preliminary determination and provided additional information for me to consider when making the final determination.

Attachment A is a chart with the final demonstrable improvement determination for the Struggling School in your district. I made the final determination after reviewing the Demonstrable Improvement Determination Consultation and Collaboration Form(s) that were submitted for your Struggling School.

Districts and schools can access the demonstrable improvement determination data on <https://data.nysed.gov/>. Select "Login" under "Additional Information" in the lower right corner of the screen and enter the Username and Password assigned by your Superintendent, then click on "Receivership" in the reports menu.

The Department will send copies of the final determination letter to the principals, representatives of the schools' staff, and CETs. NYSED will publicly announce the demonstrable improvement status of Persistently Struggling and Struggling schools on or around October 31, 2017.

Next Steps

Pursuant to Education Law §211-f and Commissioner's Regulations Section 100.19, a district will be required to appoint an Independent Receiver and have the Commissioner approve such appointment for any Persistently Struggling School that does not make demonstrable improvement based on 2015-16 school year results and which the Commissioner

has determined shall be placed into receivership. For a school that has not made demonstrable improvement, the school district has 60 days from the Commissioner's determination to appoint an Independent Receiver and have that appointment approved by the Commissioner or the Commissioner shall appoint the Independent Receiver. Once an Independent Receiver is appointed and has entered into a contract with the Commissioner, the Independent Receiver shall assume full managerial and operational authority for the school and develop and implement a school intervention plan. I note that Education Law §211-f (14) specifically provides that nothing in that section prohibits the Commissioner or a school district from closing a school pursuant to the Commissioner's regulations. In this regard, the district may seek permission to replace the closed school with a newly registered school.

A school that has made demonstrable improvement shall continue to operate under the authority of its School Receiver. The school must continue to implement its approved turnaround plan. At the end of the 2017-18 school year, I will again make a determination as to whether a school operating under a School Receiver during the 2017-18 school year has made demonstrable improvement. More information on this requirement can be found at: <http://www.p12.nysed.gov/oisr/Receivership.html>.

Later this year, I will announce which schools among those making demonstrable improvement have met the criteria for removal from Priority School status. Schools that are removed from Priority School status will be exited from Receivership at the end of the 2017-18 school year.

If you have any questions regarding the final determinations, please forward them to accountinfo@nysed.gov.

We look forward to supporting your district in making dramatic improvements within your Struggling School.

Sincerely,



MaryEllen Elin
Commissioner

c: Jhone Ebert
Angelica Infante
Ira Schwartz
Kim Wilkins

Attachment A:
Final Demonstrable Improvement Determination

BEDS Code	Name of School	Made Demonstrable Improvement in 2016-17
131500010011	POUGHKEEPSIE MIDDLE SCHOOL	Yes