

UNIVERSITY OF THE STATE OF NEW YORK
THE STATE EDUCATION DEPARTMENT

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NICOLE WILLIAMS,

Petitioner,

Appeal No. 20750

-against-

AFFIDAVIT

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

Respondents.

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

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

ANDREA MORIARTY, being duly sworn, says:

1. I am making this sworn statement to the Commissioner of Education in opposition to the Petition in the above-referenced matter.

2. I am a lifelong resident of the City of Poughkeepsie, New York, and a graduate of Poughkeepsie High School.

3. Until just a few days ago, I was the building Principal of G.W. Krieger Elementary School ("Krieger Elementary") within the Poughkeepsie City School District (the "District").

4. I served as the Principal of Krieger Elementary for a little more than two (2) years.

5. Prior to becoming principal of Krieger Elementary, I worked for the District for an additional twenty-two (22) years, first as a teacher and then as Director of Special Projects.

To date, I have dedicated my entire twenty-four (24) year career as a professional educator to service in the District.

6. I have deep roots in the Poughkeepsie community and school District.

7. On September 26, 2017, I tendered my resignation from the District effective October 26, 2017, for the purpose of accepting a central office administrative position in the Newburgh Enlarged City School District. My last day on the job as Principal of Krieger Elementary was October 18, 2017, as I elected to use accumulated leave time before the effective date of my resignation.

8. It is with mixed emotions that I am leaving the District and my position as Principal of Krieger Elementary.

9. My work as a building Principal and as a teacher and administrator has been immensely rewarding and has enabled me to make a difference in the lives of a generation of school children.

10. However, the events culminating in the Petition that is currently before the Commissioner persuaded me that the time was right for me to move on and seek new challenges.

11. My role in these events began at the end of the last school year, on June 15, 2017.

12. June 15 is the deadline date under the District's collective bargaining agreement with the Poughkeepsie Public School Teachers' Association (the "PPSTA") by which tentative notice of teaching assignments for the ensuing school year must be given to the District's teachers.

13. Specifically, Article XVIII, Section 5, of the PPSTA contract provides:

Notice of Assignment. Tentative notice of assignment shall be given by June 15th, whenever possible, to all unit members, including those who are returning from leave who confirm their intent to return in writing by May 15th. Teaching assignments will not be changed except where necessary for the effective management of the District. The wishes of tenured unit members shall be a primary factor in determining whatever changes shall be made. A reasonable

effort shall be made to ascertain these wishes by consultation with the tenured unit members.

14. While I have routinely been involved with providing teachers at Krieger Elementary with their assignments for ensuing school years during my tenure as Principal of Krieger Elementary, the events surrounding the notice of teaching assignments for the current, 2017-2018 school year have been like no other that I have experienced as Principal of Krieger Elementary.

15. On June 15, 2017 at approximately 12 noon, I was summoned, without prior notice, along with Mr. Jason Gerard ("Principal Gerard"), who is the building Principal at the District's Warring Elementary School ("Warring Elementary"), to Poughkeepsie High School for a meeting with the District's Superintendent of Schools, Dr. Nicole Williams ("Dr. Williams") and with Mrs. Phee Simpson, who is the Principal of Poughkeepsie High School and the President of the Poughkeepsie Public School Administrators Association (the "PPSAA").

16. During this abruptly convened meeting, Dr. Williams informed Principal Gerard and me, for the first time, that she would be transferring Ms. Shereen Cader ("Ms. Cader"), a fifth grade teacher in my building at Krieger Elementary, to Warring Elementary, effective with the start of the 2017-2018 school year, to take the place of Mr. John Sammon ("Mr. Sammon"), a fourth grade teacher at Warring Elementary, and that she would be transferring Mr. Sammon to Krieger Elementary take the place of Ms. Cader as a fifth grade teacher in my building.

17. Ms. Cader is one of the finest teachers at Krieger Elementary, and in all likelihood throughout the District. Moreover, she is a member of my building Transformation Team.

18. Given Ms. Cader's critical role in Krieger Elementary School, I was taken aback by this teacher exchange.

19. Upon information and belief, Mr. Sammon is likewise one of the finest teachers at Warring Elementary (and throughout the District) and is a member of Warring Elementary's Transformation Team.

20. I asked Dr. Williams for an explanation for this transfer and exchange of seasoned teachers, as did Principal Gerard.

21. Dr. Williams responded only by stating that Ms. Cader and Mr. Sammon were both “high skill/high will” teachers, and that having them trade places would challenge them as educators. No further explanation was given by Dr. Williams then, or since, for this exchange of teachers between schools, and between different grade levels.

22. Following our meeting, I returned hurriedly to Krieger Elementary so that I could place notice of this change in teaching assignment in Ms. Cader’s school mailbox on June 15 as is required by the PPSTA contract, before the school day ended at 2:30 p.m.

23. On June 18, 2017, I received a letter from Ms. Cader requesting a written explanation for her transfer to Warring Elementary. *See Exhibit A* to this Affidavit.

24. The next day, on June 19, 2017, Ms. Cader and her union representative, Ms. Traci Cillis, met with me in my office at Krieger Elementary to request an explanation for Ms. Cader’s transfer and exchange of assignments with Mr. Sammon. During this meeting, Ms. Cader expressed to me that she was opposed to the transfer and that she had not been consulted as required by the PPSTA contract.

25. I was constrained to relay to Ms. Cader the only reason for her transfer that had been provided to me, which was that the Superintendent regarded both Ms. Cader and Mr. Sammon as being “high skill/high will” and that the Superintendent believed that the transfer and exchange of teaching assignment with Mr. Sammon would benefit each of them by presenting them with new challenges.

26. Although I did my best not to share my misgivings about the transfer with Ms. Cader, I was at a loss to explain to her the rationale for this transfer, because none had been provided to me. Moreover, I was disheartened at the prospect of losing one of my very best teachers and a member of my building Transformation Team.

27. Most of all, I was disappointed in the Superintendent for placing me in this untenable position with one of my most seasoned and well-regarded teachers. To this point in time I had always enjoyed a good working relationship with Dr. Williams. I respected her, and I had believed that she respected me.

28. I fervently wanted Dr. Williams to articulate a rational explanation for the transfer that I could get behind and support, so that I would no longer be left in this unfortunate position with Ms. Cader.

29. Consequently, on June 19, 2017, following my meeting Ms. Cader and her union representative, I wrote Dr. Williams the following note to request an explanation for Ms. Cader's transfer and to be express to Dr. Williams my concerns about this transfer being "destructive" of the work we were doing together at Krieger Elementary:

Good Morning [Dr. Williams],

Please see the email below in reference to the "Tentative Teaching Assignment" from Ms. Cader. She has requested a rationale in writing. While I know we had a conversation on Thursday, please clarify the rationale that you would like me to share. **I would also like to reiterate that I believe this move to [be] a destructive move to the work that we are doing at Krieger [school].** [Emphasis added].

Thank you,

Principal Andrea Moriarty.

30. Dr. Williams never responded to this request.

31. Moreover, the day following my meeting with Ms. Cader, I was directed by Mrs. Phee Simpson to refrain from speaking again with Ms. Cader about the transfer.

32. Thereafter, on July 14, 2017, the District's Board of Education adopted resolution #18-0013 at a public Board meeting, placing a moratorium on involuntary transfers, and within that resolution, directed the Superintendent to inform, in writing, each Assistant Superintendent, building Principal and all district teachers and administrative employees who were involuntarily transferred for the 2017-2018 school year within the District about the Board's moratorium, no later than July 21, 2017. See Petitioner's Exhibit C.

33. Dr. Williams did not inform me directly about the Board's moratorium on involuntary transfers. I learned about the Board's moratorium indirectly from Ms. Barbara

Williams, an administrative assistant to the Superintendent, when Ms. Williams provided a copy of the Board's meeting minutes to me, as is her routine practice. After the Board imposed the moratorium, I assumed that Ms. Cader would not be transferred and that she would remain a fifth grade teacher at Krieger Elementary, as well as a member of my building Transformation Team during the 2017-2018 school year.

34. I heard nothing more about the matter until August 28, 2017, just ten (10) days before students were scheduled to return to school on September 7, 2017, when Ms. Cader notified me that she had received an email from Dr. Williams informing her that her teaching assignment for the 2017-2018 school year would not remain at Krieger Elementary as per Board Resolution #18-0013, but instead, that Ms. Cader would now be transferred to the Poughkeepsie Middle School (PMS).

35. Later that same day, i.e. on August 28, 2017, a PMS teacher, Ms. Andrea Boccio, contacted me and asked for permission to drop off her things at Krieger Elementary, because she had been directed by Dr. Williams to leave her post as a teacher at PMS and report to Krieger Elementary to take the place of Ms. Cader.

36. Dr. Williams' prior directive on June 15, 2017, ordering Ms. Cader and Mr. Sammon to trade places between their respective elementary schools made no sense to me from an educational standpoint. Dr. Williams' directive for Ms. Cader to report to PMS and for Ms. Boccio to report to Kreiger Elementary made even less sense.

37. Ms. Boccio has never been a classroom teacher. Rather she has been a "title" teacher, meaning that she provides specialized instruction in a small group setting.

38. Further, Ms. Boccio e-mailed Dr. Williams on August 31, 2017 (and cc'd me), to inform Dr. Williams that she preferred to remain at Poughkeepsie Middle Model School to continue the work she had been trained to do in that school. *See Exhibit B* to this Affidavit.

39. Upon information and belief, Ms. Cader has never taught middle school students, generally, or sixth grade students in particular. Ms. Cader's expertise as an educator and her value to Krieger Elementary and to the District is in her longstanding assignment and experience as a fifth grade teacher.

40. Ms. Cader is an extraordinarily talented teacher who routinely lifts up and grows her students two full grade levels from the point at which they begin in her classroom. By way of example, when students enter Ms. Cader's fifth grade classroom performing at a third grade level, it is not uncommon for such students to leave her classroom at the end of the school year performing at a fifth grade level, prepared to meet the academic challenges that lay ahead at PMS, and beyond. And, if a particular student enters Ms. Cader's fifth grade classroom performing at only a first grade level, Ms. Cader often will be able to grow that student two years in just one school year as well, lifting the student to a third grade level which, while not the paradigm we hope to achieve, will nonetheless leave that student far better prepared to meet the challenges that lay ahead at PMS and beyond, than if the student never had the good fortune of being one of Ms. Cader's students.

41. Further, there is no educational research that I am aware of which supports taking one of a school's best elementary teachers and reassigning that teacher to teach one or more common branch elementary school subjects in a sixth grade middle school environment. Quite the contrary, the educational research with which I am familiar stresses the critical importance of lifting elementary students up educationally, before they reach middle school, at which point their educational deficits typically are too great to overcome, even by the most talented teachers. In sum, the researched based guidance with which I am familiar as an elementary educator shows that taking the best teachers out of the District's elementary schools and reassigning them to teach middle school, assures failure at the middle school.

42. Following Dr. William's August 28, 2017 directive to Ms. Cader to transfer to PMS, the President of the Board of Education intervened by directing Ms. Cader, in writing to remain at Krieger Elementary in accordance with the Board's moratorium on involuntary transfers.

43. In the days and weeks that that followed, both Ms. Cader and I have continued to be caught in the crossfire between the Board's moratorium and the contrary directives by Dr. Williams. In fact, Article VI, Section 3 of the collective bargaining agreement between the District and the Poughkeepsie Public School Administrators Association ("PPSAA"), of which I am a member, states that building principals are responsible to the Superintendent of Schools,

but also provides that building principals shall serve in accordance with the policies, bylaws and resolutions of the Board of Education.

44. At approximately 10 a.m. on Friday September 1, 2017, I received a phone call from Mrs. Simpson directing me to order Ms. Cader pack up her things at Krieger Elementary and prepare for the move to PMS as directed by the Superintendent. I asked Mrs. Simpson to put this directive in writing.

45. On or about September 1, 2017, in response to my request for a written directive from Dr. Williams regarding Ms. Cader's transfer to PMS and my request for an explanation about the reasons for this transfer, completely out of the blue, Dr. Williams stated to me the following:

I want you to know that this has nothing to do with Shereen Cader being the live-in girlfriend of Bob Watson or with John Sammon being the mentee of Linda Melton Mann.

46. To say that Dr. William's statement was completely unexpected would be something of an understatement. Although Ms. Cader has been a teacher in my building, and I have known her for several years, I am not privy to the details of her personal life, as she is an intensely private person. I had no idea that she was the girlfriend of Bob Watson, the Board President's brother, and frankly no idea of whether this assertion by Dr. Williams was even true. Similarly, I had no prior knowledge or awareness of Mr. Sammon having been mentored by Ms. Linda Melton Mann, (a former building principal in the District who was hired by the Board of Education in August 2017 to serve as Interim Director of Human Resources) or whether this assertion was true either. Further, even if both assertions by Dr. Williams were true, I was troubled about why either assertion would have any bearing whatsoever on Dr. Williams' reasons for transferring Ms. Cader and Mr. Sammon from their longtime teaching assignments at Krieger Elementary and Warring Elementary, respectively. Under the circumstances, my reaction to Dr. Williams' statement, both then and now, was that her perceptions, whether accurate or inaccurate, that Ms. Cader is Bob Watson's live-in girlfriend and that John Sammon is the mentee of Ms. Linda Melton Mann, had EVERYTHING to do with Dr. Williams initial transfer orders on June 15, 2017, directing Ms. Cader and Mr. Sammon to trade places, and likewise had EVERYTHING to do with her subsequent transfer orders on August 28, abruptly

reassigning both of them, without explanation, to Poughkeepsie Middle School, just 10 days before students were scheduled to return to the classroom.

47. In fact, when Dr. Williams made the above-referenced statement to me, for the first time I finally had an explanation from Dr. Williams about why she was so insistent on transferring two of the District's best teachers in ways that were not educationally sound. The only logical inference I could draw from Dr. Williams' statement, especially when coupled with her steadfast refusal to offer any rational explanation about the educational objectives she hoped to accomplish by transferring Ms. Cader and Mr. Sammon, was that their transfers were retaliatory. Dr. Williams' statement left me utterly stunned and speechless.

48. When Ms. Cader chose to remain at Krieger Elementary in accordance with the Board resolution and corresponding instructions from the Board President, Dr. Williams at one point suspended Ms. Cader and sought to have Section 3020-a disciplinary charges brought against her. However, the Board of Education promptly voted to reinstate Ms. Cader and declined the Superintendent's invitation to bring disciplinary charges against her.

49. All of this has been enormously distressful and disrespectful to me as Principal of Krieger Elementary, and I can only image the impact this must be having on Ms. Cader, who continues to conduct herself with dignity and grace and the utmost professionalism with her fifth grade class.

50. Throughout all of this, Ms. Boccio has continued to report daily to Kreiger Elementary, in accordance with the Superintendent's directive to her, albeit with no real purpose and no role to play so long as Ms. Cader remains in the classroom to which Ms. Boccio was assigned by the Superintendent. Anecdotally, I am aware that Ms. Boccio has been present in the school building, doing things like making copies for other teachers and fetching coffee and doughnuts. While all of this has been occurring, I have been caught in the crossfire between the Board of Education and Dr. Williams, without any authority to direct Ms. Boccio to return to PMS, and likewise no authority to assign her to a different and more productive role at Krieger Elementary.

51. On October 17, 2017, and again on October 18, 2017, the day before my final day on the job as Principal of Krieger Elementary, and my final day, respectively, Dr. Williams sought to summon me to her office, without prior notice and without regard to my other responsibilities and commitments in wrapping up my service to District, for the stated purpose of issuing me a "counseling memo." I asked why, but no reason was provided. On the advice of my union attorney, I declined to meet with Dr. Williams without counsel present. I have never been written up in my entire career. So far as I am concerned, Dr. Williams' attempt to issue me a counseling memo on the last working day of my 24-year career with the District speaks volumes of the lengths to which Dr. Williams will go to bully, harass and retaliate against anyone with whom she has a disagreement.

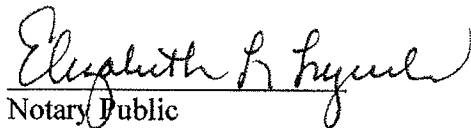
52. I am appalled that Dr. Williams has treated Ms. Cader, one of the finest teachers with whom I have ever worked, in this fashion, and I am disheartened to have been treated with such disrespect by Dr. Williams as well. This is not how I wanted to exit a long and rewarding career with the District.

53. I urge the Commissioner to closely examine the reasons for Dr. Williams' transfer directives and conduct, as there is no apparent reason to believe that her directives and conduct are motivated by what is best for the District and its students.



ANDREA MORIARTY

Sworn to before me this
20th day of October, 2017


Notary Public

ELIZABETH L. LYNCH
Notary Public, State of New York
Reg. No. 01LY4943158
Qualified in Dutchess County
Expiration Date 10/17/2018

Exhibit “A”



Shereen Cader <scader@poughkeepsieschools.org>

Involuntary move to Warring School

3 messages

Shereen Cader <scader@poughkeepsieschools.org>
To: Andrea Moriarty <amoriart@poughkeepsieschools.org>

Sun, Jun 18, 7:10 PM

June 16th, 2017

Dear Mrs. Moriarty,

I am in receipt of my tentative assignment for the **17-18 school year**. I consider this assignment an involuntary grade and building transfer. My ascertainment of wishes was **Krieger Grade 5**. As a tenured teacher (16 years in the district) who has scored highly effective on every APPR, I am requesting the reasons for the change and transfer based on the effective management of the district as negotiated in the current PPSTA contract below:

ARTICLE XVIII. TEACHING AND NON-TEACHING ASSIGNMENTS

SECTION 5. Notice of Assignment. Tentative 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. **Teaching assignments will not be changed except where necessary for the effective management of the District. The wishes of tenured unit member shall be a primary factor in determining whatever changes shall be made.** A reasonable effort shall be made to ascertain these wishes by consultation with the tenured unit members.

I am respectfully requesting a meeting to discuss and would like to bring union representation. Please advise.

Sincerely,

Shereen Cader

[Quoted text hidden]

Andrea Moriarty <amoriart@poughkeepsieschools.org>
To: Shereen Cader <scader@poughkeepsieschools.org>

Mon, Jun 19, 7:01 AM

Good morning Ms. Cader.
Please let me know when you are available with Union Representation to meet.
Andrea

Principal Moriarty
G.W. Krieger Elementary School
265 Hooker Avenue
Poughkeepsie, NY 12601
(845) 451-4660

[Quoted text hidden]

Exhibit “B”

Bailey, Karin

From: [BOE] Dr. Felicia Watson <fwatson@poughkeepsieschools.org>
Sent: Thursday, August 31, 2017 1:43 PM
To: Miller, Howard; Miller, John
Subject: Fwd: "Involuntary" TRANSFERS 2017-2018

FYI

----- Forwarded message -----

From: **Andrea Boccio** <aboccio@poughkeepsieschools.org>
Date: Thu, Aug 31, 2017 at 1:41 PM
Subject: Re: "Involuntary" TRANSFERS 2017-2018
To: "Dr. Nicole Williams" <nwilliam@poughkeepsieschools.org>
Cc: dlong@poughkeepsieschools.org, rjohnson@poughkeepsieschools.org, rduncan@poughkeepsieschools.org, dcliffor@poughkeepsieschools.org, fwatson@poughkeepsieschools.org, Da'Ron Wilson <dwilson@poughkeepsieschools.org>, Andrea Moriarty <amoriart@poughkeepsieschools.org>, Stephanie Green <stgreen@poughkeepsieschools.org>, BOE@poughkeepsieschools.org

I respectfully request clarification on my 2017-2018 teaching assignment. I would like to remain at Poughkeepsie Middle Model School. Will I remain at Poughkeepsie Middle Model School or move to teach at Krieger Elementary this year? I am a trained Read 180 teacher and would like the opportunity to continue implementation this program at the Middle School. Thank your for attention to this matter. Please advise as soon as possible so I can prepare for our scholars.

Andrea Boccio
6th Grade ELA/Read 180
Poughkeepsie Middle Model School
Poughkeepsie City School District

On Tuesday, August 29, 2017, Andrea Boccio <aboccio@poughkeepsieschools.org> wrote:
Your message

To: Andrea Boccio
Subject: "Involuntary" TRANSFERS 2017-2018
Sent: 8/28/17, 4:10:18 PM EDT

was read on 8/29/17, 3:06:59 PM EDT

This message may contain confidential information and is intended only for the individual(s) named. If you are not an intended recipient you are not authorized to disseminate, distribute or copy this e-mail. Please notify the sender immediately if you have received this e-mail by mistake and delete this e-mail from your system.