

The

Journal



OF THE EMPIRE STATE SUPERVISORS AND ADMINISTRATORS ASSOCIATION

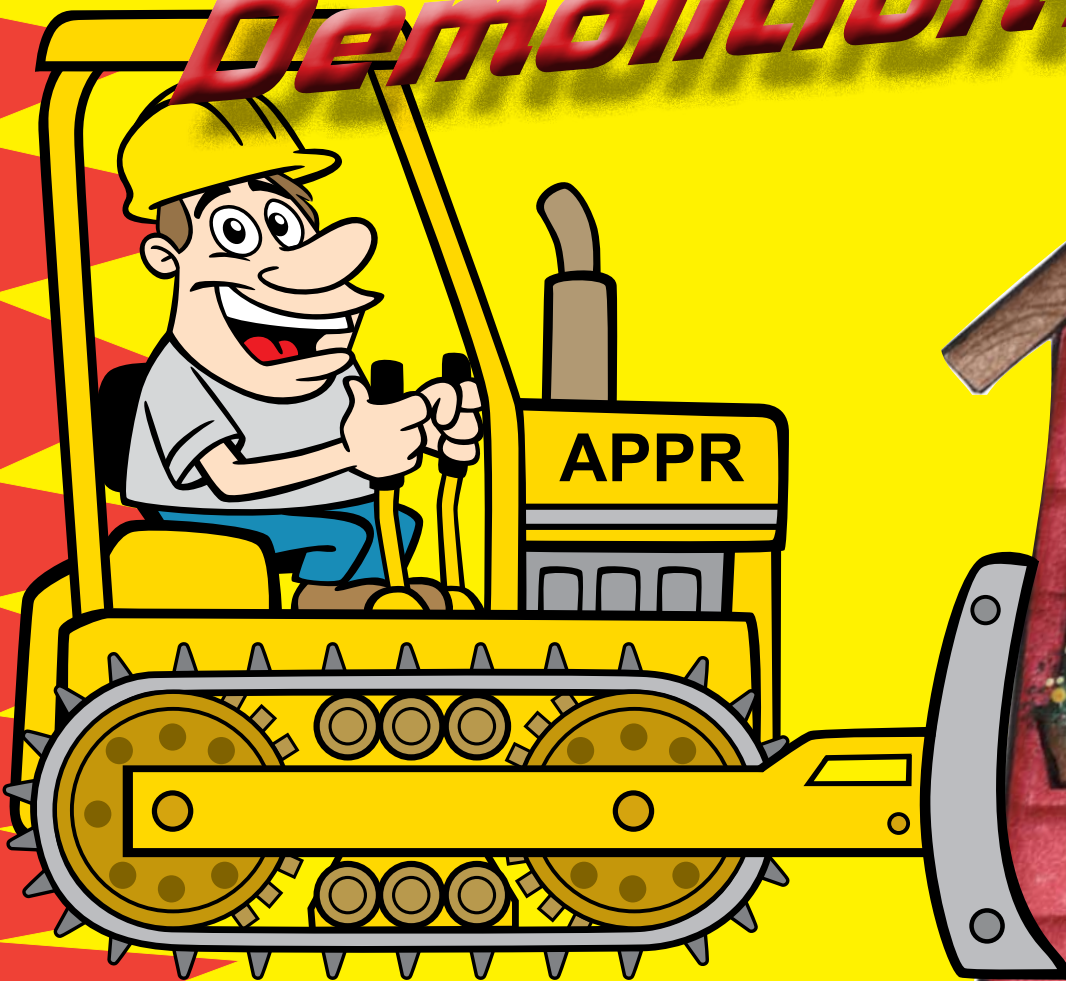
Long Island

Southeast

Westchester
Putnam

Volume IX, Issue 1
October 2011

APPR: Redo or Demolition?



President's Message

Supporting Principals and Supervisors In These Troubled Times



I wish everyone the very best for the 2011 – 2012 school year as once again, our professionalism, leadership and expertise will surely be challenged at a very high and public level. The economy has not improved and public employees continue to take the brunt of the outcries for lower taxes. The recent APPR Legislation as well as the two percent tax cap are the most pressing of many issues facing public education in the State of New York, and it is more important than ever that we work together to ensure we are making good and well-informed decisions. As your ESSAA President, I assure you that my goal will be to work through this in a collaborative manner to meet the needs of our membership.

ESSAA has so many talented and skilled administrators leading their buildings and outstanding achievements on an annual basis, and yet many of the state decision makers are still disregarding our input as well as the input of the other state professional public education associations. We will continue to do whatever is necessary to ensure that New York State public school administrators are treated fairly and that we have our appropriate voice in the continued leadership of our schools.

ESSAA OBTAINS IMPORTANT AGREEMENT

As you read in a recent email, ESSAA worked together with other professional organizations representing principals and together we were able to agree upon a formal stipulation with NYSED that will have the recent NYSUT ruling on APPR apply to principals as well. We see this as an important step in protecting principals statewide.

As I have pledged, if we can work together with other organizations to benefit our members, we will do so. This collaboration was very effective and has brought about the desired results for all public school principals in New York State.

What ESSAA Can Do For You

ESSAA offers our members the best legal representation available as well as active lobbying to promote our interests. Each

region is represented by a specific ESSAA attorney who is designated to meet the needs of district members. Members should contact their attorney if they have an individual , a contractual, or negotiations issue. Your attorney has also developed a working relationship with the school district's attorney and has a better understanding of the best manner to handle each specific situation. To my knowledge, we are the only organization that provides this type of access and personalized legal services. In these times, the benefits of this access cannot be over-stated and I remind all of you to contact your attorney if you have any questions.

While ESSAA does not focus on professional development, we do conduct frequent workshops and informational sessions on topics of interest to school administrators. Therefore, I am confident that we always meet the needs of our members when it comes to education and the dissemination of information. Since the recent APPR Legislation was adopted, we have run APPR workshops in Long Island, Westchester, Albany, Rockland, and Corning. There are others being planned as I write.

On my visits around the state, I have heard countless positive comments about how informative our workshops have been and how knowledgeable our presenters and attorneys are. ESSAA is on target in keeping its members informed. Our mission is to support, protect and defend our membership and we will never be dissuaded from that charge.

Once again, I wish you the best for the upcoming school year.

Sincerely,

William Evans

William Evans



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Obama Tweaks: Charters Squeak

By Bob Liftig



As you probably have heard, President Obama has “tweaked” NCLB by making a long list of changes to the law, including:

- * Granting waivers to states that set or maintain “high academic standards”

- * Dropping the reading and math proficiency targets for 2014

- * Releasing states from a requirement that all students pass standardized tests by 2013-2014.

- * Suspending the diversion of

\$1 billion in funds to schools labeled failures

- * Allowing states to design their own school improvement programs.

- * Requiring states to adopt the Common Core curriculum

- * Requiring states to develop plans to overhaul only 5% of the lowest-performing schools.

- * Requiring states to implement a “rigorous” system of evaluations for teachers and principals based on student progress, measured by standardized test scores.

- * Encouraging states to expand their charter schools program

This is “a momentous development,” says Jack Jennings, president of the nonpartisan Center on Education Policy: the White House is basically rewriting NCLB, he said, without referring it to Congress. Others call it a “roll back” or an

“overhaul.” Obama’s critics say he’s acting as the “American Superintendent of Schools.”

Whatever.

The cheering and booing sections, however, should hold their comments until they consider the last item on his list – the expansion of charter schools.

Even the least talented amateur magician knows that, one way to put a trick over on your audience is to keep them busy looking at your innocent right hand while your left hand is fooling them.

New York’s Governor Andrew Cuomo, right at the beginning of his administration, urged the Assembly to “lift the cap on charter schools.” New York City in 2010 doubled the number of charters after a bitter battle between the teachers unions and Mayor Bloomberg. This summer Connecticut installed Stefan Pryor as its new education commissioner. His main qualification? He is one of the founders of the public charter school Amistad Academy in New Haven. And over in New Jersey, Governor Christie can’t stop bragging about the imaginary “40 to 50 point” lead in charter students’ scores – for example, at the Robert Treat Academy, which happened to be founded by one of his biggest political supporters.

Do you see any pattern here?

I wouldn’t be the first to suggest that many of our education “reformers” would like to replace our public schools with charters, especially in the inner cities – and that they are preparing to. Our local pols, and those down in Washington, just don’t want you to notice.

Opinion:

Follow Finland, Not Washington

By Michael McDermott

We are fully aware that we have entered a new era in education, and one that we will not look back upon nostalgically as a golden one. Education and educators have become populist targets, convenient scapegoats to replace bankers and hedge fund managers. But there are voices trying to be heard despite the popularity of education-bashing.

On July 30th the “Save Our Schools Rally” was held in Washington D.C. to protest the Obama administration’s education policies. It drew the usual education crowd represented by Jonathan Kozol, Linda-Darling Hammond and Diane Ravitch, all eloquent spokespersons for education. But it also drew actors Matt Damon, who vigorously defended tenure, and Richard Dreyfuss who spoke about the value of teachers and teaching. Some of the loudest reactions though came in response to John Kuhn, a school superintendent from Texas, no less, who said, “I will not race to the top. I will stop like the Good Samaritan and lift hurting children out of the dark.” Later he added, “Listen to me Arne Duncan. It’s poverty, stupid! Where’s the Adequate Yearly Progress for politicians?”

Perhaps Mr. Duncan will model the new APPR by joining the rest of us in being rated on the HEDI scale!

Harvard professor Tony Wagner has spoken about a new documentary that describes how Finland became so educationally successful. What are the elements of their success? Deemphasizing testing for starters; focusing on teachers and making the profession the most esteemed in the country (not necessarily the highest paid, he notes, but the most esteemed); defining excellent teaching and developing the standards for that. That approach is the very antithesis of American education reform. Finland has also defined what is most important to learn and, Wagner adds, “It’s not a memorization-based curriculum, but a thinking-based curriculum. So even in our wealthiest districts we’re not approaching that global standard of success and excellence.”

Despite the adverse conditions under which we find ourselves in New York State, we must continue to follow the lead of Finland and not Washington.

Feature: What APPR Really Means For You

*by Michael A. Starvaggi, Esq.
ESSAA Counsel*

When Judge Lynch handed down the NYSUT decision on August 24, 2011 the first priority for ESSAA was to determine how it would affect our principals. Of course, NYSUT's action was not brought directly for the protection of our members, but since many of the regulations apply equally to teachers and administrators, there was a direct, albeit unintended, benefit to our members from the court's ruling.

However, after analyzing the decision and discovering that attorneys for various school districts had inconsistent interpretations of its applicability to principals, ESSAA's legal team decided that principals needed specific protection. Reliance on the NYSUT decision would clearly not be adequate enough to ensure that principals were treated equally when the regulations are amended pursuant to Judge Lynch's decision.

Therefore, ESSAA, along with NYSFSA and SAANYS, approached the State Education Department and the Board of Regents to propose a Stipulation in Lieu of Litigation. The administrator organizations explained that, without a signed

agreement, we would have no choice but to litigate for equal treatment of principals. The State agreed, and on September 13, 2011, Merryl Tisch and John King, Jr. signed a Stipulation guaranteeing that all protections afforded to teachers as a result of the NYSUT ruling would be extended to principals as well.

Shortly after executing the Stipulation, NYSED issued a revised Guidance document which confirmed that equal treatment would indeed be afforded to principals.

NYSED has appealed the initial ruling in the NYSUT case, and, regardless of the outcome of that intermediate appeal, the matter will likely go the State's highest court. Only at that point will we be able to determine what permanent effect Judge Lynch's ruling will have. In the interim, however, our members can be assured that, whatever the ultimate outcome, for the time being, equal protection applies to building leaders as well as teachers.

The Breaking News As It Broke To ESSAA Members: ESSAA Reaches APPR Settlement With Commissioner and Board of Regents [August 27, 2011]

A precedent setting Stipulation of Agreement was executed today by the Commissioner and Board of Regents agreeing with the position taken by ESSAA and the other organizations representing principals in New York State which explicitly mandates that the APPR regulations applicable to principals shall be governed by the outcome of the pending NYSUT lawsuit. The NYSUT litigation did not directly address a number of the APPR regulations that apply specifically to principals. For example, while the regulations regarding the ability of the Commissioner to dictate the components of the teacher rubric in areas such as classroom observation and goal setting were struck down, the parallel regulations impacting administrators were not challenged by NYSUT.

The concerns over APPR brought together all the organizations that represent principals in New York State. ESSAA, SAANYS, CSA and NYSFSA, which together represent essentially all of the organized principals in the state, recognized the interests of their respective members required collective action. The general assumption was that after the NYSUT appeals were resolved, the regulations impacting teachers and principals would end up paralleling one another. However, as the regulations regarding principals, which in many sections are separate from those involving teachers, had not been challenged, it was possible that only the teacher regulations would be changed and the principal regulations left unchanged.

ESSAA President Bill Evans, in consultation with the leadership of the other organizations, reached agreement that

principals could not be left in such a precarious position. A dual strategy was adopted. We would approach the Commissioner's office to discuss a formal stipulation protecting principals, while simultaneously preparing to litigate if need be, as the statute of limitations was shortly expiring. Counsel from the various organizations worked together on both the stipulation and litigation papers.

To their credit, the Commissioner and Regents indicated upon being contacted, that it was not their intent to treat principals differently than teachers in terms of the outcome of the APPR litigation. As everyone agreed that litigation was unnecessary, a stipulation was agreed upon.

The operative language of the stipulation regarding APPR provides:

NOW THEREFORE BE IT RESOLVED, that to the extent that the aforementioned ruling regarding the invalidity of the regulations is upheld, in whole or part, the Board of Regents shall promulgate revised regulations consistent with the holding of such final determination, or of a negotiated settlement should one occur, that shall:

A. Treat principals in the same manner as teachers by making corresponding modifications to §30-2.4[c](4)(i) (which applies to principals and other included administrators) as those made to §30-2.4[c](3)(i), which was held invalid only to the extent that the same "student growth measures" utilized

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APPR – Status Update

A Task Force Member’s Perspective

by Michael T. McDermott
Principal, Scarsdale Middle School

There is a certain satisfaction among Task Force members at the recent ruling by State Supreme Court Justice Lynch in favor of NYSUT on most of the points in its lawsuit against the Chancellor, Commissioner, and the Regents regarding the new APPR regulations. The satisfaction derives from the fact that the judge clearly understood the letter and spirit of the statute in the same way the members of the Task Force understood them, especially in his interpretation of the 20 % “other” measure of student achievement component.

The Task Force repeatedly pointed out that “other” meant exactly that--”other --and not the State assessment results that comprise the first 20%. To suggest that districts could count the State assessments twice, even in the interest of economic constraints, is a form of double-jeopardy for both teachers and principals. The risk to us as administrators was

also doubled. When the system mandates that ratings of “Developing” or “Ineffective” on both the State and Local assessments will automatically result in an overall rating of “Ineffective,” no administrator can avoid the first two ratings even if he or she has earned all 60 of the remaining points.

When the Regents pulled the rug out from underneath the Task Force by adopting regulations that ignored many of the Task Force recommendations, there was an understandable frustration and anger among Task Force members. Our many months of hard work, day long meetings, evening dinner meetings, and hours of conference calls - all undertaken in a spirit of integrity and a desire to make this right - were seemingly dismissed with deliberate intent. It is fitting that SED now has to revisit its formula.

Tenure Today

by Mike Starvaggi
ESSAA Counsel

The important difference between job title and tenure area was illustrated in a recent case in which an elementary principal was given notice that he was being excessed because of the closing of one of the buildings in his district. After reviewing his appointment documents with ESSAA counsel, it was determined that the principal had originally been hired into the Administrator K-12 tenure area as an elementary principal. When he received tenure, however, his tenure area was designated as: “Principal, Elementary.”

Seniority is determined by tenure area, not position, and this administrator was the least senior elementary principal but not the least senior administrator in the district. If he was indeed in the “Principal, Elementary” tenure area, he would have been properly excessed; but, if he was in the generic Administrator K-12 area, he would have “bumping rights” over other administrators. (while these determinations were pending, the ESSAA member was without a job or income).

ESSAA counsel contacted the District, and pointed out that Commissioner’s regulations state that “[n]o professional educator, whether on tenure or in probationary status, may be assigned to devote a substantial portion of his time in a tenure area other than that in which he has acquired tenure or is in probationary status, without his prior written consent.” This means that the District cannot assign someone outside of their tenure area without his or her consent after their initial appointment. When the District did not act, a Commissioner’s Appeal was instituted. The District recognized its mistake and agreed to reinstate the principal to another elementary principal position at his full salary - with retroactive pay and without any break in his employment or seniority status. Because of retirements in the unit, no one lost a job.

In these times of cutbacks, it is essential that each ESSAA member understands his/her seniority status. In any excessing situation, please contact ESSAA counsel immediately.

Harassed by Harassment Policies

Virtually all school boards have adopted policies against harassment. Many of these policies apply to intra-personnel matters and define harassment broadly. Allegations of harassment are taken very seriously and often require investigation by district counsel.

In one district, certain teachers had been making use of this process to allege harassment by administrators for relatively benign interactions: over a period of approximately four months, there were three separate allegations of “harassment” involving four administrators which were brought by teachers against ESSAA members. In one case, the incident of “harassment” was a single statement by a supervisor that she would be watching a teacher closely to make sure he was performing his duties. Each allegation entailed a formal investigation by district’s counsel with hours of questioning of the accused administrator. Not surprisingly, each investigation ultimately exonerated the administrator completely.

It appears that these few teachers had discovered a way to assert leverage against their supervisors by stretching the definition of harassment. However, the district was not at liberty to “pick and choose” which allegations would be investigated, because doing so would give rise to an implication of disparate treatment. So what should an administrator unit do to be proactive? One approach is to negotiate adequate procedural protections which will require any investigation to be supported by a written complaint and the opportunity for interviewing all witnesses. As always, contact your ESSAA counsel immediately if you are the subject of a harassment complaint, or of any other investigation.

ESSAA Wins Reinstatement For Improperly Excessed Administrator

by Bob Saperstein
ESSAA General Counsel

Effective June 30, 2010, the New Rochelle School District excessed the Coordinator of Funded Programs. This administrator was responsible for most of the federal and private grants received by the District. Effective November 1, 2010, the District hired a contract employee as a fulltime administrator to manage one of the larger grants, the Safe School/Health Student ["SS/HS"] grant.

The District did not offer the position to the excessed Coordinator of Funded Programs who had previously managed the grant. Not surprisingly, the new contract employee was paid less money than the excessed administrator.

The applicable law states:

If an office or position is abolished...the person filling such position at the time of its abolishment or consolidation shall be placed upon a preferred eligible list of candidates for appointment to a vacancy that then exists or that may thereafter occur in an office or position similar to the one which such person filled without reduction in salary or increment...

ESSAA raised immediate objections with the District, claiming statutory entitlement to the newly created position on behalf of the excessed unit member. The District demurred and ESSAA instituted litigation. We established that the excessed administrator was responsible for all grants including the SS/HS grant and was entitled to the newly created position, in that it performed duties previously performed by the excessed administrator.

The District responded claiming that as a result of the elimination of the Coordinator position they reassigned the majority of the duties to other positions, and that the newly

created position involved less than 50% of the excessed administrator's former duties, and therefore she was not entitled to it. The District also claimed that since the newly created position was not tenure bearing, the statute did not apply. Finally, the District claimed that given the difficult economic conditions, and since the position was eliminated for financial reasons, and the new position involved less work and was paid less money, they should not have to rehire the excessed administrator "without reduction in salary".

In response to the District's arguments, ESSAA pointed out that the legal test for similarity is whether the more than 50% of the functions performed by the *new position* were performed by the excessed position. In this situation, 100% of the duties performed by the new position were performed by the excessed administrator. The purpose of the excessing statutes is to protect the excessed educator, not the newly employed one. The District's arguments about tenure were also misplaced. If the excessed administrator were not in a tenure track position she would not be protected. However, she was tenured and the fact that the new position wasn't in a tenure track was irrelevant. The question was one of similarity, which was established. The court agreed with ESSAA's legal analysis.

Finally, the court ruled the District's economic argument was not a legal argument, as the Legislature wrote the statute to require the reinstatement to be "without reduction in salary". Consequently, the administrator was ordered reinstated with full back pay, seniority and benefits from November 1, 2010.

ESSAA Wins PERB Challenge: District Can't Radically Change Principal Workday

by Bob Saperstein
ESSAA General Counsel

The Mahopac School District paid its administrators an hourly rate to run evening school programs. Then it decided to change the workday of one its principals to 11 AM to 8 PM, and make this principal responsible for the evening school. It did this without negotiating the consent of the local Association.

ESSAA said workday is a mandatory subject of bargaining and the District cannot unilaterally change work hours. The District claimed the administrators did not have a defined work day and that it had the management prerogative to create a new shift to meet the District's needs as it perceived them.

At the trial, ESSAA established that, while there were no defined work hours, administrators generally worked from around 7 AM until 4 PM. After that, they were eligible, and received payment for running the night school. It was also established that no administrator ever had been assigned an evening "shift" (as opposed to covering a sporting event or student activity).

PERB ruled that Mahopac had violated the Taylor Law, and that it had to rescind the assignment and make whole any Association-represented employees for wages and benefits lost. The parties are now in the process of sorting out the damages from the District's improper assignment.

ESSAA Attorneys Offer Advice To Membership: Bob Saperstein Responds To FAQs

by Bob Saperstein
ESSAA General Counsel

If the teachers start before Labor Day, but I have off the Friday before Labor Day, do I, as an administrator, have to work that Friday?

This question comes up regularly. Contract language varies and may be determinative, but it also may be ambiguous. In many districts 11 month administrators and sometimes 12 month administrators as well, work the same schedule as the teachers, once the teachers start work. Thus, those administrators would work from September 1 until the teachers begin, then they would work the teacher schedule until the last teacher work day, and then they would work until June 30.

In Lakeland the new superintendent believed the administrators should work that Friday. The administrators disagreed. The operative contract language stated: "The length of the school year for unit members shall include all of the normal school holiday periods granted to the staff within the school calendar."

Association President Cheryl Champ immediately called her ESSAA/RASA attorney, who also disagreed with the district's position. An investigation determined that certain facts were not in dispute: on two prior occasions when the teachers started before Labor Day and had that Friday off, the administrators also did not work that Friday; and, the administrators, like the teachers, did not work on snow days.

The district took the position that the contract language only referred to "normal school holiday periods" and the Friday before Labor Day wasn't a normal holiday. Normally, the administrators would have to work and then grieve and wait 8-12 months for the matter to end up before an arbitrator. The district would then run the risk of owing all its administrators a day's pay, not to mention dealing with the ill feelings engendered by the decision requiring them to work that Friday. 25 members times approximately \$600 a day equals \$15,000, plus legal fees, and that adds up to real money in these troubled economic times.

To the district's credit, it recognized that it made sense to try and resolve the matter before that Friday arrived. The respective attorneys worked out a stipulation of fact and conducted an expedited arbitration by conference call and written submission. The hearing was held on August 30 and the decision rendered on August 31.

In this case, the administrators won and did not have to work that Friday. More importantly, the parties used an alternative dispute resolution mechanism, arbitration, in the way it was intended, and secured a speedy and expeditious resolution to their dispute. Compare this to the months grievances normally take, or the years litigation takes, and the sensibility of this approach becomes apparent.

While both sides could have called witnesses and introduced disputed but ancillary facts, an expeditious resolution outweighed those minor considerations. In the absence of truly contested facts requiring witness testimony, it is suggested that this is a model that should be replicated whenever possible.

Does tuition reimbursement apply to non-credit bearing courses?

In the Wappingers school district the contract provided, "Administrators shall receive reimbursement for the full cost of tuition for all courses of graduate study previously approved by the Superintendent and successfully completed with a grade of "B" or better, in an amount not to exceed 9 credits in any fiscal school year." The question arose whether that cov-

ered a non-credit bearing doctoral advisement course. Specifically, Columbia University requires it doctoral students to be enrolled in a course while finishing their dissertations.

On two previous occasions the district had not paid for non-credit bearing courses. One of the two times the Association was not informed of that action and there was a dispute about the second time. The district agreed that if the advisement course, or maintenance of matriculation course, was credit bearing, they would pay for it.

The grievant was the Association President, Steve Shuchat. The district reached a settlement in which it would have paid for the course. However, between the time the agreement was reached between counsel, and before the Board voted on it, another unit member had the same situation. The district would not settle the grievance for the second unit member and the Association President refused to settle it just for himself without including the other member.

In this case, the arbitrator found the language ambiguous as to the issue, but relied on the practice, plus the language that the superintendent could approve [or disapprove] the course to rule in the district's favor. While we disagreed with the outcome, and don't think it was logical, now that everyone understands the rules, we conclude that, if an administrator can find a credit bearing course to meet the maintenance of matriculation requirement (and President Shuchat has), the district will pay for it.

Does non-adversarial discussion remain the best way to resolve disputes?

The best grievance resolution is the one that does not end up in a grievance. In the Ossining school district a situation arose in which the district believed it had accidentally overpaid a number of administrators over a period of time. At first glance it appeared to the Association President, Regina Cellio, that the district was correct. As she hadn't been involved in the negotiations in 2003 that were the subject of the dispute, she contacted ESSAA General Counsel, Bob Saperstein, who had prepared the original spreadsheet and other relevant documents. After reviewing the documents and discussing the history, it became apparent that the district was misinterpreting the contract, albeit understandably so.

Rather than go the route of grievances, the relevant documents were emailed to the superintendent and a conference call held which resolved the issues to everyone's satisfaction. There are two lessons to be learned:

- 1) discussion is always the first and usually best way to resolve disputes
- 2) preserve your negotiating documents so that successor presidents have the records. In this case, the records played a major role in the successful resolution of the dispute, as they showed what the parties intended 8 years earlier.

Can a transfer be reversed if it is not made in conformity with contract language?

In Mount Vernon the superintendent transferred two administrators at the close of the school year. Legally, a superintendent has the power to transfer administrators. The contract however, specified procedures, including timelines, that were not followed. Grievances were filed, and in early September, rather than have the matter go to arbitration where it appeared likely the district would lose, it was agreed to return the administrators to their original assignments.

Impact Bargaining: A Better Way To Negotiate Terms And Conditions

by Joe Lamendola
ESSAA Counsel

The New York State Legislature recently implemented a school property tax cap which had great political appeal for the politicians. School district taxes will be capped at 2%. The reality, however, is that in any given year, health insurance and pension costs will rise in excess of the 2% cap, and school districts will still be confronted with difficult economic decisions.

As the new school year progresses, districts will probably be forced to ask administrators to do more with less. Administrators will probably retire and school districts may leave the projected vacancies unfilled and then distribute the retiree's responsibilities to other administrators; or, an administrator's position will be abolished and his or her assorted duties and responsibilities will be transferred to other administrators.

The Taylor Law clearly states that "duties which impact the terms and conditions of employment" cannot be unilaterally imposed without bargaining with the unit, which has the right to bargain the impact of the additional work or the transfer of that work out of the unit.

PERB has consistently held that a school district's decision to transfer bargained for work is generally a mandatory subject of negotiation. Let's say that a CSE position has been eliminated and the district assigns some of that position's responsibilities to an assistant principal, and, in turn, the assis-

tant principal's duties are re-assigned to the middle and high school principals. The district should be prepared to negotiate the impact, and unit members should be prepared to quantify hours and days of work that have been added to their other responsibilities. In other words, the unit must be prepared to answer the question: How has the re-organization and work load impacted unit members or the unit as a whole?

It is entirely possible to utilize the demand for impact bargaining as leverage to negotiate better terms and conditions: the possibility of a stipend for extra work, additional vacation days, or other similar compensation.

If districts impose uncompensated and un-negotiated responsibilities on union members, union members are advised to contact their unit presidents or ESSAA Counsel. Your ESSAA Counsel will analyze the problem and assist in making known the demand to impact bargaining. In the event the district is unwilling or refuses to negotiate, consideration will be given to filing a grievance or initiating a PERB petition. Either action should be filed in a timely fashion.

NOTE: Despite a school district's belief that there is no impact on the re-organization, abolishment, or transfer of unit duties, it can not avoid the obligation to impact bargain.

*Impact and Implementation Bargaining

Impact and Implementation bargaining is required when management decides to change conditions of employment (i.e., personnel policies, practices, or working conditions) of unit employees. Management must provide the union with advance notice through the Labor Relations Office of any change even if the change is an exercise of a reserved Management right. The union may elect to bargain on the procedures that management will follow in implementing its decision as well as on appropriate arrangements for employees expected to be adversely affected by the decision.

Specifically, the Federal Labor Relations Authority has ruled:

- An agency is obligated to bargain over the impact and implementation of a change in unit employees' conditions of employment provided that the change has more than a de minimis effect.
- Examples: The removal of a water cooler had more than a de minimis impact. The removal of reserved parking spaces had a de minimis impact when the affected employees retained free parking in the same garage and plenty of open spaces were available.
- Before implementing a change in conditions of employment of unit employees the agency must provide

the union reasonable advance notice of the intended change.

- Notice provided after a change has already been implemented does not meet the notification requirement.
- After receiving notice of an intended change to conditions of employment a union is obligated to request bargaining within a reasonable amount of time.
- Upon receipt of notice of an intended change a union may request additional information.
- Failure to request bargaining within a reasonable time after notification can result in a determination that the union waived its right to bargain.
- In order to constitute an "appropriate arrangement," a proposal must mitigate the adverse affects flowing from the exercise of a management right, but cannot "excessively interfere" with its exercise.
- In order to constitute an "appropriate arrangement" a proposal must be "tailored" to benefit employees suffering from a reasonably foreseeable adverse affect flowing from the exercise of a management right.

Regions

CAS Region 1

by Anthony C. Laurino
President

Welcome to the 2011-2012 school year. This year we welcome three new school districts; E. Hampton, Hempstead, and Miller Place into the family of CAS units. CAS now has 76 units in Nassau and Suffolk counties with a total active membership of nearly 1400.

In January 2011, with conflicting reports from the State Ed task force, CAS established a Suffolk and Nassau task force to present our membership with a detailed, working understanding of APPR. John Nocero (Smithtown) and Andy Greene (Half Hollow Hills) chaired the Suffolk Committee while Lorraine Poppe (Bellmore-Merrick) chaired the Nassau Committee. Skip Voorneveld did a great job as the liaison between the two committees. Skip developed a toolkit for APPR which is a valuable resource for unit members who need to understand the new APPR system. The toolkit can be obtained by contacting caslongisland@aol.com. I know that APPR negotiations are fully underway in several Districts and I want to remind all units to utilize the resources and guidance provided by CAS during your negotiations with the District.

We anticipate that local papers and some politicians will again this year to try and portray educators/public sector employees as the people responsible for the country's current economic crisis. In their misguided campaign against the public sector middle class, politicians such as Senator Fuschillo, backed and supported by local news outlets, will continue to attack salaries. As we know, nowhere within these attacks will there be any mention of the responsibilities and role administrators play in the safety and success of our teachers and students. In an effort to educate and guide the public through this anticipated campaign of deceit and mistruths, CAS has appointed the public relations firm, Progressive Marketing Group (PMG), to help increase awareness of the essential role administrators play in the education of our students. PMG will generate articles, press releases, press interest, publicity opportunities and story leads on our behalf.

As part of this public awareness campaign, CAS will also be purchasing radio time that will be dedicated towards highlighting the crucial role that administrators play in success of our students.

On Thursday, October 13th at 4:30 p.m. we will sponsor our annual fall workshop at the Marriott Hotel in Melville. The workshop will address the changes in APPR after the NY-SUT court decision; the work of PMG, the 2% tax CAP, and upcoming legislative issues in 2012.

I hope you have a fruitful and productive 2011-2012 school year.

RASA Region 2

by Mike McDermott
President

On June 17th, Bob Saperstein, Tony Laurino, Skip Voorneveld, and I presented to the Northern Westchester Principals Association on the new APPR. Twenty administrators heard an update on the regulations and received a preliminary review of the recently approved SED rubrics for both teacher and principal evaluation systems.

On October 13th RASA hosted a "Survival Workshop" for new administrators. The workshop was aimed at untenured administrators and any administrator contemplating accepting a new probationary appointment. The purpose was to help new administrators navigate the increasingly complex and hazardous waters of public school administration. The issues that were to be covered are rarely presented in school, during an internship, or in the interview or new hire process.

The presenter was RASA attorney Bob Saperstein, ESSAA General Counsel, who detailed actual issues and problems that have surfaced in the lives of untenured administrators. Bob's wisdom and experience will help our colleagues avoid these land mines and survive their probationary appointments.

General Topics included:

- Employment Status and Understanding Your Legal Rights
- Pitfalls for the New Administrator
- Legal Issues of Concern

RCASA Region 3

by Pam Charles
President

Welcome Back! On Thursday September 22, 2011, RCASA (Rockland County Association of School Administrators) held their first regional meeting followed by a workshop entitled "APPR and What it Means for You! Sixteen members attended and the session, lead by attorney Michael Starvaggi was extremely well received. ESSAA president Bill Evans was also in attendance. Members attending, nodded their head yes to the districts providing them with administrative training, held locally by Rockland BOCES. In addition, highlights from the CAS presentation assisted members with questions as well as clarified their understanding of the APPR process. Key points from the presentation included: a) members keeping an evidence or artifact file for the 60% or (other component) when it comes to their evaluation, b) a reminder that

APPR has to fit into your lifestyle as a principal c) familiarize yourself with the NYS website, rubric and expectations and d) units should not make any decisions concerning APPR without the advice of their attorney.

We are making a strong effort to inform all units about PAC by explaining it to the members, requesting that they invite the regional president to all unit president meetings and handing out payroll deduction forms. The next RCASA meeting will be a social event on December 8, 2011 at a location to TBD. It has been decided that all unit president meeting will be held on the same day prior to each RCASA workshop or social.

MHAA Region 4

by Ray Palmer
President

Welcome from Region 4, the Mid-Hudson Administrators' Association, MHAA. As in many parts of the state, schools in Region 4 experienced delayed openings as a result of the destructive forces from Hurricane Irene. Due to the professionalism and hard work of the administrators in the districts, the schools are opened and moving forward.

Throughout the summer Mike Starvaggi and I met with a number of unit officers and members throughout the region to discuss and review the new APPR regulations. Our districts, in response to the statute's requirements regarding principal evaluations have attempted to establish protocols as required by the statute. Mike clarified the language in the statute and what requirements must be negotiated. We stress to all of our units that it is imperative that ESSAA attorneys be consulted on a regular basis as districts move forward to implement these requirements.

The first Regional meeting of the year for Region 4 was scheduled for October 20th in Newburgh. Attorney Starvaggi presented an update regarding APPR.

CAPSA Region 5

by Joseph Rajczak
President

The Capital Area Principals and Supervisors Association has been immersed in Race To The Top and the APPR. On September 1st we hosted a workshop in which members from our Long Island affiliate, CAS, presented the latest strategies for dealing with the APPR Regulation, Skip Voorneveld, Tony Laurino, and our attorneys, Mike Stravaggi and Brad Stuhler, provided a great deal of information and responded to questions from the group.

The most important message the attorneys delivered was that units should not sign on to any agreements from the district without having them reviewed by ESSAA lawyers. Once a document is signed you are accountable to that agreement,

so please utilize our legal services. My sincere thanks and appreciation go to all those who took part in the presentation.

We have also been very active in recruitment and I believe we will soon be expanding our membership within the Capital Region. The benefits of being involved in our organization have never been more important, especially in the current climate.

The CAPSA Region is moving forward and we are excited and optimistic about our potential for growth in the future. We will be experiencing many challenges as state mandates increase and funding decreases, but, TOGETHER, WE can and will accomplish great things for our KIDS!

STSAA Region 6

by Richard A. Kimble
President

I want to extend my greatest sympathies and well wishes to our colleagues in the New York State area(s) who have been affected by the natural disasters both near Long Island and New York City, and most recently, in our neighboring districts and among Region 6 members in the Binghamton area. These folks were hit extremely hard, and we wish them nothing but the best in these challenging times as they move forward.

I also hope that your school year has gotten off to a fantastic start and that all the challenges that we faced in the spring have subsided to allow us to focus on the students in our school districts. One challenge which continues to remain a focal point is the New York State APPR Legislation. This process is cumbersome and intricate and has consumed many hours of our attorneys' time as well as those of administrators across the state. These leaders have been working diligently to understand and simplify the language to help all of us move forward.

On Tuesday, September 20th, 2011 Region 6 had the distinct privilege and honor of hosting an APPR presentation done by Mr. Skip Voorneveld, Executive Vice President of CAS, Mr. Tony Laurino, and Attorney Joe Lamendola. Members of Region 6 were privy to a synopsis of the APPR legislation as well as some guiding principles to follow in responding to it.

The presentation was broken down into the commissioner's regulations and the various sections therein. Skip did a tremendous job explaining, not only the plan's requirements, but the components contained within each of the legislation sections. Much discussion ensued about the percentage base for performance (20/20/60), but in the end the same caution was given as when we began the process of APPR: **Consult with your ESSAA attorney.**

Districts have been looking to quickly find contractual agreements that speak directly to the APPR process. Some of these discussions have been phrased to make all of this not seem like any big deal; that a signature is all that's needed. ESSAA's position remains that you should not act hastily. Any and all communication should be verified and worked through your ESSAA legal team as well as communicated with your local administrative groups. While this is an extremely daunting task and we are presented with a complex web of regulatory standards, it is critical that we remain focused and diligent

- crossing our 't's' and dotting our 'i's' - so that this legislation, which is sure to shape the landscape of our evaluation process, is done correctly.

I also want to take this opportunity to thank Bill Evans for his attendance along with Tom Vasiloff, Ed Keeler, Bob Darcangelo; our ESSAA Leadership Team was well represented. It was also great to connect the leadership group with our line administrators. A sincere thank you and a tremendous amount of gratitude goes out to those folks for being with us that evening.

These are exciting, yet challenging times, and it is going to take the efforts of every one of us to ensure that we are able to navigate the landscape accordingly. I look forward to the continued work and effort that is required.

Have a GREAT school year!

CNYSAA Region 8

by **Henry Frasca**
President

The start of the 2011-12 school year brings some change to the Central New York School Supervisors and Administrators (CNYSAA) leadership team. Henry Frasca, Utica City School District, and Steve Duffy, OCM BOCES, return to their positions of President and Secretary, while Greg Avellino, Fayetteville-Manlius School District, takes over as Treasurer from Ray Kilmer. The Vice President position is currently vacant. Information requesting nominations for interested members was e-mailed to unit presidents.

Mark your calendars for the 4th annual CNYSAA Holiday Party to be held on Monday, December 5, 2011 at the Doubletree Hotel, Carrier Circle, Syracuse, New York. This event allows administrators from our extremely large geographic area a chance to network and socialize.

The legal implications of the Regents Reform Agenda have had a dizzying effect on the region. Statewide, everyone is looking for a negotiable evaluation tool which local units will find as fair and equitable. Mandatory APPR training required for teacher evaluators, the development and training of School Based Inquiry Teams coupled with our fiscal challenges has left many of us with our heads spinning.

Rest assured that as we move into this new school year, ESSAA and CNYSAA are committed to providing the highest quality service to its members. I wish everyone a very productive and satisfying school year. If you have any questions, concerns, or ideas, please feel free to contact me.

WNYAA Region 10

by **Mark Beehler**
Co President

As you read this newsletter, we are well into the school year and have another opportunity to excel in our profession during challenging times. Undoubtedly, our school budgets, the APPR, student achievement, and bullying will be high priority agenda items as the year progresses. Each one of these items alone could prove overwhelming if we chose to deal with it in isolation. Combined, they are nearly insurmountable if we do not rely on the collective talents within our organization.

ESSAA and the Western New York Administrator's Association are here to provide timely information and prompt effective counsel. We are also here to lend an ear, offer a hand, and provide resources. I urge each of you to contact our attorney or an officer should you have concerns or questions. I also encourage each member to regularly check with your colleagues and offer them your support.

As we look ahead, we should take confidence in knowing that we are well educated, competent, supported, and dedicated professionals.

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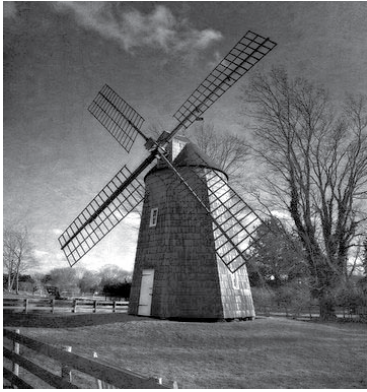
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ESSAA Welcomes:

E. Hampton, Suffolk County



The Town of East Hampton is located in southeastern Suffolk County, New York, at the eastern end of the South Shore of Long Island. It is the easternmost town in the state of New York. At the time of the United States 2000 Census, it had a total population of 19,719.

The town includes the village of East Hampton, as well as the hamlets of Montauk, Amagansett, Wainscott, and Springs.

East Hampton is a peninsula featuring eight state parks. It is bordered on the south by the Atlantic Ocean, to the east by Block Island Sound and to the north by Gardiners Bay, Napeague Bay and Fort Pond Bay.

The town consists of 70 square miles (180 km²) and stretches nearly 25 miles (40 km), from Wainscott in the west to Montauk Point in the east. It is about six miles (10 km) wide at its widest point and less than a mile at its narrowest point. The town has jurisdiction over Gardiners Island, which is the largest privately owned island in the United States. The town has 70 miles (110 km) of shoreline.

General Brown in Jefferson County



General Brown Central School District is located at 17643 Cemetery Road Dexter, NY and provides quality education for grades PK through 12 for the community. Students in the General Brown Central School District graduate with the essential technological skills necessary to become leaders in today's society. The two elementary schools house media centers that contain [computer](#) labs with Internet access and computer clusters in grades three through six and in the resource room.

General Brown Central School District is principally located in Jefferson County in Northern New York State. It is approximately three miles northwest of Watertown and encompasses the villages of Dexter, Brownville, and Glen Park and parts of the towns of Lyme, Pamela, Brownville, Hounsfield, and Watertown.

Hempstead, Nassau County



Hempstead is a village located in the town of Hempstead, Nassau County, New York, United States. Hempstead is one of the few Black and Latino majority neighborhoods on Long Island (along with Roosevelt, Uniondale, and Wyandanch). The population was 53,891 at the 2010 census.^[4]

Hofstra University is located on the border between Hempstead and Uniondale.

The settling of Hempstead marked the beginnings of the oldest English settlement in what is now Nassau County. They established a Presbyterian church here. Today that Church is the oldest continually active Presbyterian congregation in the nation.^[5] By 1843, as written in a history compiled by Benjamin F. Thompson and published in that year, Hempstead Village had 200 dwellings, 1,400 residents, was connected to New York City by a Turnpike and a railroad, had dry soil, excellent water and pure air and was in short, the principal place of mercantile and mechanical business in this part of the country. The village of Hempstead was incorporated on May 6, 1853, becoming the first community in Queens County (Nassau County did not exist as a separate county until 1899) to do so.

Miller Place, Suffolk County

The area is hilly in some areas but has good grass and trees in most places because much of Miller Place was farm land before the population of Long Island grew.

Miller Place contains a small pond, a beach, and a small park that contains a baseball field. There are also many his-



torical buildings in Miller Place. However, nearly all lands are heavily developed by either suburban housing communities or commercial locations.

The hamlet borders the towns of Sound Beach, Mount Sinai, Rocky Point, Middle Island and Coram.

Tioga CSD in Tioga County



For thousands of years, this area of New York had been settled by distinct cultures of indigenous peoples. The most recent prehistoric peoples were the Owasco, who appeared to migrate from southern areas and displaced the Point Peninsula Complex peoples. They lived in isolated villages and had frequent warfare. Under pressure of warfare, they began to consolidate into larger tribes and confederacies.

The historic Iroquoian-speaking tribes developed as the Five Nations of the *Haudenosaunee* or the Iroquois Confederacy, since about the 15th century. Of these, the Seneca Nation had territory in present-day western New York.

The Sullivan Expedition of 1779 during the American Revolutionary War passed through the area, destroying Seneca villages, as the Seneca and three other Iroquois nations sided with the British. Loyalist and allied Iroquois tribes had been raiding colonial settlements in the Mohawk Valley and related areas.

After the American Revolutionary War, those Iroquois nations who had sided with the British were forced to cede their lands to New York, although their treaties were not ratified by the US Congress. The first European-American settlers arrived around 1792.

Organized in 1788 before Tioga County was established, as part of the “Old Town of Chemung,” the town was renamed “Owego” in 1791. That was the year Tioga County was created. In 1818 the town was renamed the “Town of Tioga” by switching names with the current Town of Owego. The Village of Owego was thus in the town of the same name.

Whitney Point CSD in Broome County

The Village of Whitney Point is located in the Town of Triangle in northern Broome County. The village lies at the confluence of the Tioughnioga and Otselic Rivers. Native Americans of the Iroquois Confederacy once used these rivers as highways through the region. Today, the village is intersected by many highways, including Interstate Route 81, and Routes 11, 79, 26, and 206. The village also serves as the “gateway” to the Finger Lakes region for north bound travelers, and to the Greater Binghamton area for southbound travelers. Although Whitney Point has a population of only about 1,000 residents, the village is the commercial center for approximately 10,000 residents of northern Broome County, and is the home of the



Whitney Point Central School District. The proximity to area colleges and universities, the many recreational activities available, and the beautiful scenery surrounding the village, provides the Whitney Point area with a great quality of life that makes it a great place to visit or to live.

Declaring Impasse

by Joe Lamendola
ESSAA Counsel

Pursuant to section 209 (1) of the Taylor Law, “impasse” is deemed to exist if parties fail to achieve an agreement at least 120 days prior to the end of the fiscal year of the employer. At the request of either party or both, or upon its own motion, the PERB Board can render assistance.

Presumably, both parties have negotiated in good faith but are unable to find common ground. PERB will first appoint a mediator from a list of qualified candidates to resolve the dispute. The mediator will communicate with both the union and the school district and coordinate dates to convene. The goal of the mediator is to find common ground to resolve the dispute.

If the impasse continues, PERB will next appoint a “fact finding board” vested with the authority to make recommendations for the resolution of the dispute. If the impasse remains unresolved, the fact finding board has the authority to transmit its findings of fact and recommendations to the chief executive officer of the agency involved.

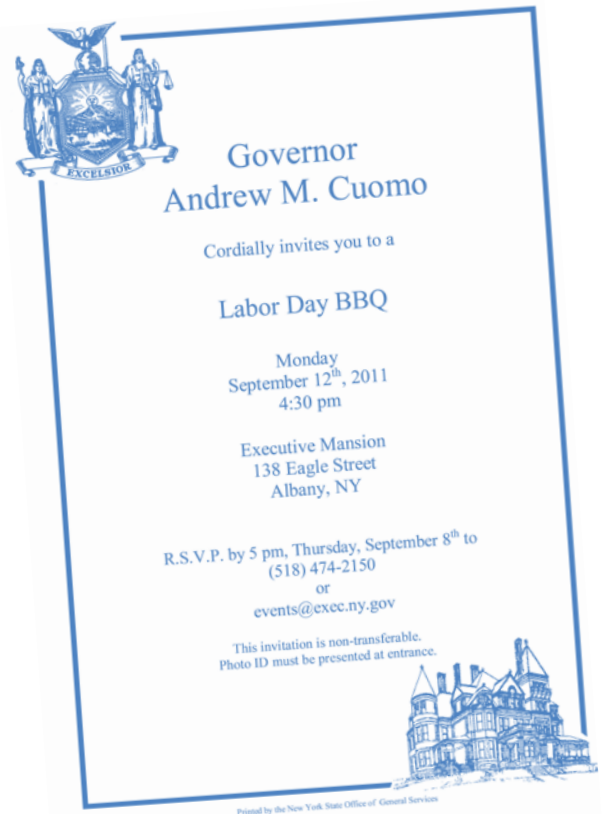
PERB also has the authority to take whatever steps that are deemed necessary to resolve the dispute.

Collective bargaining agreements set forth the terms and conditions of employment. Units invariably prioritize the agenda and goals in each negotiation cycle. The three most important topics of discussion include salary, health insurance contributions and retirement incentives. Certain provisions of APPR are also fast becoming an area of negotiation between the parties.

Impasse does not necessarily happen in one or two failed negotiation sessions. The purpose of negotiations from a unit’s perspective is to acquire improved terms and conditions of employment. If a district’s engaged in bad faith negotiations, and exhibits an unwillingness to compromise, impasse should be declared and a mediator appointed. Also, if a district is taking an inconsistent position, or refusing to offer meaningful dialogue or counterproposals impasse should be considered.

PERB provides a remedy for contract disputes. If you are at crossroads in your discussions, contact your ESSAA Counsel to discuss the implications of Impasse more fully.

ESSAA Officers Meet With Gov. At Labor Day BBQ



Copiague ESSAA Delegate Skip Voorneveld (left) helped present APPR workshops in districts across the state. Attorney Mike Starvaggi (right) joined Skip in speaking at Rockland BOCES.



Breaking News...continued from page 4

to measure the first 20% category of Education Law §3012-c[2][e] may not be utilized to measure the second category; and,

B. Treat principals in a similar manner to teachers by making corresponding modifications to §30-2.4[d](2)[iii], §30-2.4[d](2)[iv] (which apply to principals and other included administrators) as those made to §30-2.4[d](1)[iii], §30-2.4[d](1)[iv](c) pursuant to the decision. The components of the 60 point category for principals and other included administrators included in collective bargaining units, and the point allocations within such category, shall therefore be developed through negotiations conducted pursuant to article fourteen of the civil service law to the same extent as the 60 point category for teachers; and,

C. Treat principals and included administrators in a similar manner as teachers in regard to §30-2.12[b] as to the Commissioner's authority to order use of outside evaluators; and

D. Treat principals and included administrators in the same manner as teachers under §§30-2.1[d] and 30-2.11[c] as to the requirement that "[a]nnual professional performance reviews shall be a significant factor for employment decisions including but not limited to, promotion, retention, tenure determination, termination..."; and

E. Treat principals in the same manner as teachers under §30-2.6[a](1) as to how the composite scoring bands contained in that paragraph are constructed and used to measure performance under each of the categories (ineffective, developing, effective and highly effective), consistent with the multiple measures requirement of Education Law §3012-c.

And Now: The Cheating Police!

(News Brief From NASBE)

New York Board Moves to Prevent Cheating on State Exams

The New York Board of Regents advanced plans to combat cheating on standardized tests by giving an independent investigator authority to examine how the state deals with cheating complaints. The board also ordered state education department staff to come up with a series of proposals in five areas to further tighten exam security. Those five plans include: barring teachers from scoring their own students' state tests; requiring districts to store exams and answer sheets for longer than one year; prohibiting teachers from proctoring exams for their own students or in their own certification area; centralizing scoring of all multiple-choice state exams and including erasure and answer pattern analysis and data forensics in the process; and developing a distributed platform to score open responses statewide. The board will hear those proposals in October. Sources: *New York Times* (9/12/11), New York Department of Education press release (9/13/11), [Summary of recommendations and board actions](#)

And, In Other News:

Michigan State Board Raises Cut Scores on State Tests

The Michigan State Board of Education raised the cut scores to pass standardized tests from 39 percent correct to 65 percent. The board previously deliberated raising the score for students to be considered "proficient" in a subject, but waited until now so students would have more time to be exposed to more rigorous curricula and grade-level content standards. While state Superintendent Mike Flanagan expects fewer students will pass the exams, it raises the bar for progress. "I was chagrined that we hadn't put the bar in the right place before now," said state board President John Austin. "This is a good proxy for what we are trying to hit toward being college- and career-ready." Sources: Michigan Department of Education press release (9/13/11), *Detroit Free Press* (9/13/11)

Colorado Board Advances NCLB Waiver Request

The Colorado State Board of Education gave the state education department informal approval to apply for a waiver from some No Child Left Behind regulations. The state will ask the U.S. Education Department to use only the Colorado accrediting and rating system for districts and for more flexibility in the use of federal funds to help struggling students and for programs to improve educator effectiveness. The state education department plans to submit the waiver request this fall. Source: [EdNewsColorado.org](#) (9/14/11)

Iowa Ed. Department Cites Des Moines for Racial Equity Issues

Iowa education officials found discrepancies in how minority students are treated in Des Moines Public Schools and gave the district until Nov. 2 to submit a plan for fixing its problems. State education department accreditors reported African-American students there are disproportionately suspended and placed in special education compared to other students. In addition, the report found significantly more male

students are classified for special education than females, and parents of English Language Learners are placed in special education even though they do not need those classes. Other equity violations cited by the state include underrepresentation of some students in specific courses and extracurricular activities, policies lacking mandatory language related to equity, and an incomplete affirmative action plan. The district has 20 days to challenge the report. Source: *Des Moines Register* (9/13/11)

Florida Teachers Sue to Block Merit Pay and Tenure Law

The Florida Education Association (FEA) and the Sarasota Classified/Teachers Association are suing the state to block a law that mandates merit pay and ends tenure for new teachers. The suit contends the law is unconstitutional because it changes how teachers are paid and evaluated but does not permit collective bargaining. The measure requires performance-based pay for all teachers hired after July 1, 2014, with student achievement—including standardized test scores—to count for half of their performance assessment. "Although we have not been served yet, we believe strongly in the new law and its focus on improving student achievement, recognizing our most effective teachers, and identifying teachers who would benefit from additional professional development opportunities," a Florida education department spokesman said. Read more at <http://bit.ly/ruQz2N>. Sources: CBS Miami (9/14/11), *Miami Herald* (9/15/11)

Missouri Facebook Law Revised in Special Session

The Missouri Senate sent a bill to the state House that would change the state's controversial law that barred teachers from using social media to privately communicate with students. The changes approved by senators in a special legislative session would require school districts to create policies that clarify how teachers can use social media to communicate with students. The existing law was criticized for possibly limiting teachers' general use of social media sites. Gov. Jay Nixon wanted the law partially repealed, but Sen. Jane Cunningham, the law's original sponsor, was instead able to push through a revised version of the law. The new law would push back the deadline for policy creation to March 1, which is aligned with a related court decision that had placed an injunction on implementing the law until a hearing could be held. Source: *News Tribune* (Jefferson City) (9/14, 9/8/11)

Virginia & Microsoft Expand State's High School IT Program

Virginia high schools will be the locus of a joint state/Microsoft venture to teach students information technology skills from basics to advanced programming. The Microsoft IT Academy Program starts this fall in 30 high schools and nine regional career and technical education centers, and will be in every high school statewide to some degree by the end of the school year. Students who participate in the program can take exams and earn industry-recognized certifications. Source: *Washington Post* (9/14/11)

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information about ESSAA?*

Please contact Ed Keeler.
Telephone **315-736-0629** or
e-mail: e.keeler@verizon.net

ESSAA PAC

The undersigned authorizes the _____ (School district name) to deduct my PAC contribution from each of my regular paychecks beginning with the first check in September

Deduction: Choose one (Recommended donation of \$100 per ESSAA member)

_____ \$4.00 per check for 25 checks _____ \$10.00 per check for 10 checks

_____ \$5.00 per check for 20 checks _____ \$ _____ per check for _____ checks

Remit checks to:
ESSAA PAC
1919 Helderberg Avenue
Schenectady, NY 12306

This authorization is made voluntarily and without fear of reprisal and with the understanding that the making of payments to ESSAA PAC are not conditions of membership in any labor organization or of employment with the school district and that ESSAA PAC will use the money it receives to make political contributions and expenditures in connection with federal, state and local elections. This authorization shall remain in full force and effect for all purposes while I am employed in this school district, or until revoked by me in writing between September 1st and September 15th of any given year.

Name: _____ Social Security #: _____

Street _____ City _____ State _____ Zip _____

Phone: _____

Date _____ Signature _____

Contributions or Gifts to ESSA PAC are NOT TAX DEDUCTABLE.