STATE OF NEW YORK
SUPREME COURT COUNTY OF ALBANY

BUFFALO TEACHERS FEDERATION, INC.,

Petitioner-Plaintiff,

For an Order and Judgment Pursuant to CPLR Article 78

-against-

MARYELLEN ELIA as Commissioner of the New York State Education Department, the NEW YORK STATE EDUCATION DEPARTMENT, the STATE OF NEW YORK, DR. KRINER CASH, as the Superintendent of the Buffalo Public Schools, the BOARD OF EDUCATION OF THE BUFFALO PUBLIC SCHOOLS, and the BUFFALO PUBLIC SCHOOLS, also known as the BUFFALO CITY SCHOOL DISTRICT,

Respondents-Defendants.

NOTICE OF PETITION AND SUMMONS

Index No.

RJI No.

Date Filed:

Assigned Justice:

Oral argument requested.

PLEASE TAKE NOTICE, that upon the annexed petition/complaint of the Buffalo Teachers Federation, Inc., verified on the 3rd day of February, 2016, the affidavit of Philip Rumore, sworn to on the 3rd day of February, 2016, the affidavit of Peter Applebee, sworn to on the 4th day of February, 2016, and the affidavit of Robert T. Reilly, sworn to the 4th day of February, 2016, as well as the exhibits attached to each of those papers, an application will be made to the Albany County Supreme Court, at the Albany County Court House, Albany, New York, on the 4th day of March, 2016, at 9:30 a.m., or on such different date, if any, set by the Court, or as soon thereafter as counsel can be heard, for an Order and Judgment pursuant to CPLR Article 78 vacating and annulling the November 8, 2015 decision and order of the respondent/defendant Commissioner of

Education in *The Matter of Dr. Kriner Cash, Superintendent Receiver, and Buffalo Teachers Association*, a copy of which is annexed to the verified petition/complaint, because that decision and order issued pursuant to section 211-f (8) of the Education Law was irrational, was affected by an error of law, was made in violation of lawful procedures, was arbitrary and capricious, and was *ultra vires* given that it exceeded the Commissioner's jurisdiction.

PLEASE TAKE FURTHER NOTICE that an answer to the Article 78 petition and supporting affidavits, if any, must be served at least five (5) days before the return date hereof.

PLEASE TAKE FURTHER NOTICE that you are hereby summoned and required to serve upon petitioner/plaintiff's attorney an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York, or, on the consent of the attorney for the petitioner/plaintiff, at the same time as you file an answer to the accompanying Article 78 Petition, specifically five (5) days before the return date thereof.

The basis of venue is that Albany County is the county within which the respondent/defendant Commissioner made the decision and order that petitioner/plaintiff seeks to vacate and annul.

Dated: February 4, 2016
Latham, New York

Very truly yours,

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By: _____
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Of Counsel

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STATE OF NEW YORK
SUPREME COURT COUNTY OF ALBANY

BUFFALO TEACHERS FEDERATION, INC.,

Petitioner-Plaintiff,

For an Order and Judgment Pursuant to CPLR Article 78

-against-

MARYELLEN ELIA as Commissioner of the New York State Education Department, the NEW YORK STATE EDUCATION DEPARTMENT, the STATE OF NEW YORK, DR. KRINER CASH, as the Superintendent of the Buffalo Public Schools, the BOARD OF EDUCATION OF THE BUFFALO PUBLIC SCHOOLS, and the BUFFALO PUBLIC SCHOOLS, also known as the BUFFALO CITY SCHOOL DISTRICT,

Respondents-Defendants.

VERIFIED PETITION AND COMPLAINT

Index No.

RJI No.

Date Filed:

Assigned Justice:

Oral Argument Requested

Petitioner, BUFFALO TEACHERS FEDERATION, INC. ("BTF"), by its attorney, Richard E. Casagrande, Esq. (Jennifer N. Coffey, Timothy Connick, and Robert T. Reilly, of Counsel), for its verified petition and complaint, alleges:

DESCRIPTION OF ACTION AND PROCEEDING

1. The Buffalo Teachers Federation brings this hybrid Article 78 proceeding and declaratory judgment action to vacate and annul the November 8, 2015 decision and order of the Commissioner of Education. A copy of the decision and order is attached to this petition/complaint as Exhibit "A". The decision and order purportedly resolved alleged disputes between the BTF and Dr. Kriner Cash, the Superintendent of the Buffalo City School District, disputes allegedly arising

during their negotiations for a receivership agreement. Negotiations for such agreements were purportedly required by section 211-f of the Education Law, a new section added by the Legislature in April 2015. With her decision and order – the very first of its kind -- the Commissioner re-wrote long standing terms of the BTF's collective bargaining agreement, unilaterally imposing entirely new terms and conditions of employment. The BTF respectfully submits that the Commissioner's unprecedented act of re-writing its collective bargaining agreement was arbitrary and capricious, affected by errors of law, violated lawful procedures, and was *ultra vires,* given that it exceeded her jurisdiction.

2. The BTF is entitled to Article 78 relief because: (A) the Commissioner's decision and order was *ultra vires,* applying to schools outside her jurisdiction, schools other than the "persistently struggling" schools covered by section 211-f; (B) the Commissioner refused to consider whether the Superintendent bargained in good faith as he was required to do under 211-f; (C) the Commissioner considered the Superintendent's submission even though it did not include all of the elements required by the applicable law and regulations for a proper submission; (D) the Commissioner refused to consider the BTF's proposal on class size, even though class size is expressly identified as a subject for bargaining by 211-f; (E) the Commissioner deemed the BTF's proposals to be untimely based on a time frame that was not evident and that could not have been known to the BTF prior to reading her decision and order; (F) the Commissioner failed to hold an adjudicatory hearing to develop the necessary factual record on which to base her decision and order; (G) the Commissioner did not make sufficient findings of fact to allow intelligent judicial review; (H) the Commissioner's actions showed the appearance of bias or demonstrated actual bias; and, in either event, she prejudged the case having been personally involved in the matter; (I) the Commissioner refused to consider reasonable alternatives to her unreasonable order; and, (J) the

Commissioner's decision and order overall was entirely unworkable in the context of the affected schools, the existing contract, and the applicable law. In sum, it was arbitrary and capricious.

3. The BTF also seeks declaratory relief because section 211-f on its face, and as applied by the Commissioner, violated the BTF's constitutional rights under the Contracts Clause of the United States Constitution and the Due Process Clauses of the New York and United States Constitutions.

JURISDICTION AND VENUE

4. This Court has jurisdiction to grant an order and judgment vacating and annulling the Commissioner's November 8, 2015 decision and order pursuant to article 78 of the CPLR.

5. This Court has jurisdiction to issue a declaratory judgment pursuant to sections 3001 and 3017(b) of the CPLR and pursuant to 42 U.S.C. §§1983 and 1988.

6. The Albany County Supreme Court is the proper venue for this hybrid article 78 proceeding and declaratory judgment action because article 78 proceedings brought against the Commissioner of Education must be brought in Albany County pursuant to CPLR section 506(b)(2).

PARTIES

7. Petitioner/Plaintiff BTF is a not-for-profit corporation, an employee organization under the Taylor Law (Civil Service Law §§200-215), and the exclusive collective negotiating representative for approximately 3,400 teachers employed by the District. The BTF has its principal place of business located at 271 Porter Avenue, Buffalo, New York 14201.

8. Respondent/Defendant MARYELLEN ELIA is the Commissioner of the New York State Education Department. She has her principal place of business within Albany County at the State Education Department, 89 Washington Avenue, Albany, New York 12234, and that is the location where, on November 8, 2015, she made the Decision and Order this Petition/Complaint

seeks to vacate and annul.

9. Respondent/Defendant New York State Department of Education ("SED") is a department in the government of the State of New York. Its principal place of business is located at 89 Washington Avenue, Albany, New York 12234.

10. Respondent/Defendant State of New York is organized and maintained pursuant to the New York Constitution and it passes laws by actions of its Legislature and Governor. In April 2015, the State passed chapter 56 of the Laws of 2015 which, among other things, added section 211-f to the Education Law, a section purportedly delegating to the Commissioner the power to resolve disputes in negotiations for receivership agreements. Its principal place of business is located at the Capitol, Albany, New York 12224.

11. Respondent/Defendant Dr. Kriner Cash is the Superintendent of the Buffalo Public Schools. He has his principal place of business located at the Buffalo Public Schools, 65 Niagara Square, City Hall, Room 712, Buffalo, New York 14202. Dr. Cash is named as a Respondent/Defendant because he is a necessary party pursuant to section 1001 of the CPLR.

12. Respondent/Defendant Board of Education of the Buffalo Public Schools ("Board") is the governing body of the Buffalo Public Schools. The Board has its principal place of business located at the Buffalo Public Schools, 65 Niagara Square, City Hall, Room 712, Buffalo, New York 14202. The Board is named as a Respondent/Defendant as a necessary party pursuant to section 1001 of the CPLR.

13. Respondent/Defendant Buffalo Public Schools also known as the Buffalo City School District is a large city school district organized and maintained pursuant to article 52 of the Education Law. The District has its principal place of business located at the Buffalo Public Schools, 65 Niagara Square, City Hall, Room 712, Buffalo, New York 14202. The District is

named as a Respondent/Defendant as a necessary party pursuant to section 1001 of the CPLR.

Notice of Claim

14. As stated above, the District is named in this proceeding as a necessary party pursuant to section 1001 of the CPLR. On December 7, 2015, BTF presented a notice of claim to the Board notifying the Board of the claims the BTF would be asserting in this Petition/Complaint.

15. More than thirty days have elapsed since the BTF presented that notice of claim to the Board, and the Board has not compromised or adjusted those claims.

STATEMENT OF FACTS

The Legislature Adds Section 211-f to the Education Law

16. In the underlying matter -- the first of its kind -- the Commissioner invoked the jurisdiction of an entirely new section of the Education Law pertaining to school receivership: section 211-f.

17. Under Section 211-f, the Commissioner, among other things, must periodically identify certain schools as persistently failing or, in the Commissioner's words, "persistently struggling." She made her first designations in July 2015.

18. Under section 211-f and its implementing emergency regulations, that designation of "persistently struggling" purportedly triggered certain rights and obligations on the Superintendent and the BTF. One such obligation on the BTF was that, upon demand made by the Superintendent acting as receiver, it was to bargain a separate receivership agreement for each such school.

19. According to section 211-f(8)(a), "[t]he receivership agreement may address the following subjects: the length of the school day; the length of the school year; professional

development for teachers and administrators; class size; and changes to the programs, assignments, and teaching conditions in the school in receivership."

20. Although it states, in part, that "the receiver may request that the collective bargaining unit or units representing teachers and administrators and the receiver . . . negotiate a receivership agreement," section 211-f does not limit in any way the collective bargaining unit from making proposals or counter-proposals in negotiations resulting from such request.

21. Negotiations for receivership agreements do not take place in a vacuum.

22. The negotiation of receivership agreements by a receiver or Superintendent is set within the context of school receivership, a context where the receiver is informed not only through collective bargaining with the district's negotiating units, but also through continuous feedback from a community engagement team ("CET") and other local stakeholders.

23. Ultimately, the receiver must develop a school intervention plan. But, the receiver can develop that plan only after consulting the CET and other local stakeholders, and the receiver must develop that plan in accordance with any applicable collective bargaining agreements. (8 NYCRR §100.19(f)(3)).

The Legal and Regulatory Context for Section 211-f

24. Section 211-f itself fits within the larger context of the Elementary and Secondary School Education Act of 1965 ("ESEA"), as amended, the overarching Federal legislation addressing education, legislation requiring states receiving Federal Title I funds to comply with its requirements. New York receives Title I funds, as do the five schools at issue. Although the ESEA does not govern receivership negotiations directly, its influence on section 211-f is pervasive.

25. Struggling schools under section 211-f are also known as priority schools. The United States Secretary of Education defines "priority" schools, in the course of providing ESEA

flexibility, based on the level of student achievement and progress, the graduation rate, and the school's eligibility for school improvement ("SIG") grants, eligibility based on the SIG plans they developed under the ESEA. (Reilly Aff. ¶12).

26. The State took the term "priority" school directly from the ESEA flexibility rules and included it in section 211-f's definition of struggling and persistently struggling schools. (Education Law §211-f(1)). And, the Commissioner promulgated regulations to comprise an "ESEA accountability system," recently amending them to include "struggling" and "persistently struggling" schools, the types of schools expressly addressed by section 211-f. (8 NYCRR §100.18(b)(29)).

27. Furthermore, in her decision and order, the Commissioner took note of whether the schools at issue had SIG plans developed under the ESEA, and she considered those SIG plans as the schools' provisionally approved intervention plans under section 211-f. (Exhibit "A", pp. 8-9). Had the schools not had such plans in place, they would not have been "eligible for the exercise of the powers of a superintendent receiver pursuant to Education Law §211-f(1)(c)(i)." (Exhibit "A", p. 9).

28. Under the ESEA, however, while state or local education agencies can engage in certain "corrective actions" very similar to those described in section 211-f, they cannot alter or otherwise affect collective bargaining agreements while taking those actions. (20 U.S.C.A. §6316 (b)(7), (d)).

29. On December 10, 2015, President Barack Obama signed the latest reauthorization of the ESEA. Coincidentally, on that same day, the New York Common Core Task Force issued its Final Report to the Governor, making several recommendations for reform. The Task Force's very first recommendation was to "adopt high quality New York education standards with input from local districts, educators and parents through an open and transparent process."

30. The ESEA requirements and the Task Force recommendations shed light on how section 211-f as well as the receivership agreements and school intervention plans made under 211-f should be applied.

31. The ESEA, the Task Force and section 211-f itself all recognize the importance of parental involvement and acknowledge that schools are part of a larger community. Both the school intervention plans and the receivership agreements, therefore, are best made on a school-by-school basis, not a district-wide basis. (Education Law §211-f). Indeed, under section 211-f, they cannot be made on a district-wide basis. Each plan should be adjusted for the needs of the particular school's community and targeted to the students attending, and resources available to, that specific school. (Education Law §211-f).

32. The plan may include converting the school to a community school. Section 211-f and its implementing regulations reference "community schools" as a means of addressing the challenges facing persistently struggling schools. The Governor has made the need for community schools a centerpiece of his fiscal year 2016-2017 state budget.

The Need For Community Schools

33. Independent receivers, unlike superintendent receivers, are required to convert persistently struggling schools to community schools. (8 NYCRR §100.19(e)(8)). Superintendents are permitted to do so.

34. According to the Commissioner's regulations, a community school is a school that partners with one or more agencies with an integrated focus on rigorous academics and the fostering of a positive and supportive learning environment. Such partnership should be able to offer a range of school-based and school-linked programs and services that lead to improved student learning, stronger families, and healthier communities. (8 NYCRR §100.19(a)(8)). Such programs would

include, but not be limited to, addressing social services, health and mental health needs of students in the school and their families in order to help students arrive and remain at school ready to learn. (8 NYCRR §100.19(a)(8)). Such programs should be tailored to the needs of the particular school at issue. (Education Law §211-f(7)). The community school requirement recognizes that students in struggling schools may not have access to such programs at home. (Education Law §211-f(7); 8 NYCRR §100.19(a)(8)).

Receivership Schools Are In Impoverished Urban Districts

35. Most of the persistently struggling schools in the State identified by the Commissioner are in urban school districts with pockets of students living in severe poverty. Students at such schools often do not have the necessary resources at home to be successful in school.

36. On July 15, 2015, the Commissioner identified five District schools as being persistently struggling: Buffalo Elementary School of Technology, Bufgard Vocational High School, Marva J. Daniel Futures Prep School, South Park High School, West Hertel Elementary School. (Exhibit "A", p. 8).

37. Each of those five schools enrolls a student body suffering from a high rate of poverty. (Applebee Aff. ¶¶5-12 and Exhibits "A" through "E").

38. BTF does not suggest that students suffering from the effects of poverty cannot achieve academic success. As discussed by the trial court in the *Campaign for Fiscal Equity* case, such students, in fact, can succeed, if the District provides the appropriate expanded platform of services. (*Campaign for Fiscal Equity v. State of New York*, 187 Misc. 2d 1, 51, 76, 114 (New York Co. 2001), *reversed*, 295 A.D. 2d 1 (1st Dep't 2002), *modified*, 100 N.Y. 2d 893 (2003)).

39. Accordingly, high poverty districts, such as Buffalo, need an expanded platform of services for at-risk students, targeted to address their needs.

40. Under the community school model embraced by Section 211-f, such an expanded platform of services includes a student and family support team, and such team should include social workers, school nurses, guidance counselors, and parent and community liaison personnel. (8 NYCRR §100.19(a)(8)).

The Need For Additional State Aid

41. Not only are many of the students who attend receivership schools impoverished, but also the districts in which those receivership schools are located are themselves impoverished, having been chronically underfunded by the State. (*See* Applebee Aff. ¶¶15-27).

42. Here, the District relies on State aid for approximately eighty-five percent (85%) of its budget. (Applebee Aff. ¶15).

43. For the 2015-2016 school year, the District has been underfunded by the State in the amount of approximately $100 million. (Applebee Aff. ¶20).

44. It was against that backdrop of high rates of poverty, low rates of attendance, and severe shortage of state aid that the negotiations for a receivership agreement for the District's persistently struggling schools began.

Background in Buffalo

45. BTF and the District are parties to a collective bargaining agreement. (Rumore Aff. ¶4). That collective bargaining agreement, of course, is a contract, entitled to all the legal protections afforded contracts.

46. BTF and the District are presently in negotiations for a new contract. The most recent negotiating session was held on January 26, 2016. (Rumore Aff. ¶5).

47. By letter dated August 27, 2015, the Superintendent demanded that BTF "modify the collective bargaining agreement between the parties" for District schools labeled by SED as "persistently struggling schools." (Rumore Aff. ¶8 and Exhibit "B").

Receivership Negotiations

48. By memo dated September 1, 2015, BTF requested certain information from the Superintendent. (Rumore Aff. ¶9 and Exhibit "C"). BTF had already been trying to work with the District to create the CETs but the District had refused to provide it with the information about that. (Rumore Aff. ¶11 and Exhibit "D").

49. BTF needed that information in order to prepare for the bargaining of receivership agreements. BTF sought to know the specific schools where the Superintendent was seeking to have receivership agreements. BTF intended to appoint teachers from those schools to serve on the negotiating teams for each of those schools. BTF also wanted to know what the District was actually going to be seeking, so it could timely evaluate the proposals. (Rumore Aff. ¶9).

50. BTF further sought the recommendations developed by the CET at each school. (Rumore Aff. ¶10).

51. Under the new Education Law regulations, each struggling school was to develop a plan of action to improve. The plans were to be developed by administrators, teachers and parents.

52. If such a plan proposed something that could not be implemented because of a collective bargaining agreement, BTF wanted to consider that issue. On the other hand, if the plan did not call for the changes that the District was going to be seeking, BTF would need to know the reason the District wanted that change. The claimed goal for this legislative scheme is supposed to be to improve education for children, not have a public employer do an "end around" their collective bargaining obligations under the law. (*See* Rumore Aff. ¶10).

53. As BTF wrote to the Commissioner at that time "We look forward to working with the District to develop plans that will improve student achievement." (Rumore Aff. ¶10).

54. Under Article VII of the collective bargaining agreement, BTF had a specific contract right to the information it demanded. (Rumore Aff. ¶12).

55. Furthermore, it is well established that under the Taylor Law a union also has a specific right to such information in negotiations so that it can intelligently negotiate. Failure to provide information is bad faith bargaining, an improper practice under the Taylor Law.

56. The applicable emergency regulations at that time specifically provided that such negotiations were *to commence within thirty school days* of the demand of the superintendent. (Reilly Aff. ¶6; Exhibit "D").

57. There was correspondence between the parties on September 8, 2015, September 9, 2015, and September 25, 2015. In the Superintendent's September 25 correspondence, the Superintendent provided his receivership proposals but did not provide the other requested information. The Superintendent also set a deadline of October 1, 2015, to "accept the proposals or to meet" or he "would move the process forward." (Rumore Aff. ¶15; Exhibits "E", "F", and "G").

58. On September 21, 2015, SED again adopted new emergency regulations but now the requirement was that the parties were *to complete negotiations within thirty school days* of a demand to re-negotiate. (Reilly Aff. ¶7; Exhibit "E").

59. BTF tried to determine whether they were we covered under the old rule because the demand to negotiate was made when the first regulation was in effect, or whether the demand to re-negotiate should be considered to begin as of the date of the new rule. SED offered no guidance in this regard. (Rumore Aff. ¶16).

60. On September 28, BTF repeated its request for information. BTF again asked for the community engagement team plans -- "We are informed that the school based plans were just due at the District office on or about September 23, 2015." (Rumore Aff. ¶16 and Exhibit "G"). Again, BTF re-iterated, "We look forward to working with the district to develop a consensus on what will improve student performance." BTF sent further correspondence to the Superintendent on September 30, 2015, disputing his calculation of the deadline and again requesting the previously demanded information. (Rumore Aff. ¶17 and Exhibit "I").

61. BTF was not provided with information it requested until October 14, 2015, when it received some information about the CET plans. (Rumore Aff. ¶19 and Exhibit "M").

62. It turned out that none of the proposals made by the Superintendent had been requested by any of the CET plans. (*Id.*).

63. The parties nonetheless thereafter met several times to negotiate, on October 13, 14, 19, and 22. BTF responded and sought clarification of the Superintendent's September 25 and October 21 proposals. BTF wrote them for clarifications and questions on October 14 and 22, 2015. BTF made counter proposals on October 19 and 22. On October 23, 2015, BTF submitted its own proposals. (Rumore Aff. ¶18 and Exhibits "J" through "L").

64. On October 27, 2015, one day before the Superintendent's submission to the Commissioner, the Commissioner once again changed the time periods through adoption of yet another set of emergency regulations. (Reilly Aff. ¶8; Exhibit "F").

65. This time, the bargaining process was supposed to be completed within thirty *calendar* days of the demand to re-negotiate. Depending on how one computed the time with these shifting rules, the parties still had time or were retroactively late. (*Id.*).

66. As negotiations were proceeding and the parties seemed to be making progress, BTF asked the Superintendent on October 27, 2015, if he would agree to an extension of time to negotiate. The actual deadline was completely muddled because of the three different rules that the Commissioner had in effect in this short two-month period, but the latest emergency regulations did provide that the parties could agree to an extension. (Rumore Aff. ¶21; Exhibit "N").

67. BTF's request was ignored by the Superintendent.

68. He submitted his application for the Commissioner to rule on the matter on October 28, 2015. (Rumore Aff. ¶22; *see* Exhibit "A" to Reilly Aff.).

Commissioner's Prior Involvement

69. According to a video taken by a news crew of a meeting between the Commissioner and the School Board on July 17, 2015, just a few weeks before the Superintendent's demand to re-negotiate, the Commissioner discussed the receivership law at this meeting, she stated: "I think this community should be very impatient, I think we have to move ... This is an important opportunity for the Superintendent to take the reigns of this and to move forward to support schools and if necessary change some of the things that are in place there to bring success to our kids." (Rumore Aff. ¶¶23-24 and Exhibit "O").

70. The dialog in this meeting continued as follows:

> Commissioner Elia: You're in a position in specific schools to supercede that and sit down and make the changes that need to be made. If the union doesn't want to do that, after good faith bargaining ...
>
> Board Member Quinn: Well what does good faith bargaining mean?
>
> Deputy Commissioner Ira Schwartz: Statute says that if the issue comes to the commissioner for a resolution, she must make a determination within five business days.
>
> Board Member Quinn: Do not want to compromise for these kids.

(Rumore Aff. ¶25).

71. And the video showed the further exchange:

> Board Member (not clear who): so my question is, those things can't be done until we show the good faith effort ... so after that's done, then the decision goes to the commissioner, what type of time frame are we looking at for a decision?
>
> Commissioner Elia: We only have 17 school districts in the state that have any schools on the list, and your district is one of only a few that have several schools on the list, so your request would be fast-tracked into my office and I would review it, talk to you, see what had been done, and make a decision.

(Rumore Aff. ¶26 and Exhibit "O).

72. The Commissioner herself had previously recommended to the Board and pushed for the selection of Dr. Cash to become Superintendent. (*Id.*).

73. Dr. Cash took office on September 9, 2015, just seven weeks before his submittal to the Commissioner in this matter. (Exhibit "A", p. 15).

The Superintendent's Submittal to the Commissioner

74. On October 28, 2015, the Superintendent submitted this matter to the Commissioner for resolution. (Rumore Aff. ¶22; *see* Exhibit "A" to Reilly Aff.).

75. The latest emergency regulations required that the Superintendent "describe the unresolved issues," and set forth "an explanation of the rationale for the proposed contract language and how adoption of the proposed language would be consistent with collective bargaining principles, such as any applicable factors set forth in Civil Service Law section 209(4)(c)(v)." (Rumore Aff. ¶29; Exhibit "F" to Reilly Aff.).

76. In his submittal, the Superintendent does not mention all the unresolved issues, i.e., BTF's proposals (Exhibit "A" to Reilly Aff.), which involve smaller class size, more teacher preparation time, and more teacher input, things that might actually help students.

77. In his submittal, the Superintendent lists the changes he seeks but he does not explain the basis for how each proposal will benefit education and he does not mention, much less discuss, how his proposals are consistent with collective bargaining principles.

78. In fact, the CET did not request any of the changes proposed by the Superintendent during bargaining with the BTF for the receivership agreement.

The BTF's Response

79. The BTF submitted responding papers to the Commissioner addressing the merits of the Superintendent's submission and explaining its own proposals. (*See* Reilly Aff., Exhibit "B").

80. In addition, the BTF alleged the Superintendent did not negotiate in good faith, arguing that without a finding of good faith bargaining, the Commissioner lacked jurisdiction. (Reilly Aff. ¶4 and Exhibit "B").

The Commissioner's Decision and Order

81. On November 8, 2015, the Commissioner issued her decision and order. (*See* Exhibit "A").

82. The Commissioner adopts all ten of the Superintendent's proposals, with certain minor changes.

83. As to the requirement of explaining how the suggested changes are necessary, the Commissioner states "I find that the superintendent receiver generally describes the unresolved issues and provides the specific contract language and recommended and an explanation of the rationale therefore." (Exhibit "A", p. 22).

84. Regarding the lack of the Superintendent mentioning how his proposals comport with collective bargaining principles, the Commissioner states: "While the superintendent receiver's submission does not specifically address how adoption of the proposed language would be

consistent with collective bargaining principles listed in Civil Service Law 209(4)(c)(v), I find the factors listed in §209(4)(c)(v)(a) and (c) are not relevant in the instant context and that factors (b) and (d) are addressed by the superintendent receiver's reference to the interests and welfare of public school students in the receivership schools and to the parties' existing CBA, which has been in effect since July 1, 1999." (Exhibit "A", p. 22).

85. The Commissioner refused to consider whether the Superintendent negotiated in good faith, although good faith is specifically required by statute and regulations. (Exhibit "A", pp.17-18).

86. The Commissioner refused to consider the BTF proposals, including the proposal on class size, purportedly because the District did not raise them. (Exhibit "A", p.16).

District-wide Changes to Transfer System:

87. Four of the ten changes directed by the Commissioner involved the transfer system that governs teachers in the District (Exhibit "A", pp. 38-39, 42-43, 45-47).

88. The present District transfer system and transfer lists initially involve a District-wide list of people who are entitled to transfers as part of grievance settlements. People on that list (by seniority) get first pick on vacancies at the various schools. (Rumore Aff. ¶43).

89. There is also a list for people who are being involuntarily transferred out of a school. These are people whose positions have been eliminated, or where the principal at the school wants them out of their particular assignment. (*Id.*).

90. Next, there is the voluntary transfer list. By March 23 of each year, teachers can ask to be on the voluntary transfer list. (*Id.*).

91. There is a list of teachers coming back from unpaid leave (maybe 12 to 15 people). (*Id.*).

92. Finally, there are people recalled from a statutory Preferred Eligible List (PEL) from layoff. (*Id.*).

93. In July and August before each school year, the District works downward through these lists, calling teachers and advising them of the available vacancies. The teacher has four days to make a decision. A teacher has the right to decline any offered position. (Rumore Aff. ¶44).

94. Vacancies that open up during the school year are filled off a PEL list or with a temporary placeholder, with the position then going through above transfer process in the summer. There exists no transfer list or process during the school year. (Rumore Aff. ¶45).

95. The Commissioner's decision to give the Superintendent the authority to change transfer rights at persistently struggling schools will necessarily affect the rights of teachers throughout the entire school system.

96 Buffalo is a single school district. If a teacher cannot move to another school, or has to move to another school, there is a cascading effect on teacher rights throughout the various lists and the various schools. Staffing at all the District's schools will be affected. (Rumore Aff. ¶46).

Other Aspects of the Commissioner's Decision

97. It is noteworthy that the Commissioner by simple fiat has granted the District the same things it seeks in the present negotiations with BTF for a successor agreement. (Rumore Aff. ¶57 and Exhibit "S"). The Commissioner's decision also allows the Superintendent to extend the school day. (Exhibit "A", p. 59). Under Article 10 of CBA, however, instructional time is limited for non-elementary teachers to 25 teacher periods a week of no more than 45 minutes and for special subject teachers are limited to 6 periods a day of no more than 240 minutes, and those CBA provisions remain unchanged. (Rumore Aff. ¶47). The Commissioner's decision to change starting and ending times gives no rationale to demonstrate how changing starting and ending times alone

increases student achievement. (Rumore Aff. ¶48).

98. The Commissioner's decision regarding filling vacancies in summer school, and in after school, recreational, and part-time programs, requires that a vacancy has to first be filled with someone off any existing PEL. But, there are no PELs for summer school, after school, recreational or part-time positions. (Rumore Aff. ¶50).

99. In her fourth, sixth and tenth directed revisions, the Commissioner orders increased pay for increased work as follows: "a proportionate increase in compensation based on the hourly rate of pay in accordance with the Contract." (Exhibit "A", pp. 50, 63 and 72).

100. The CBA, however, at Article 25 (p. 49), defines hourly rates of pay for certain duties. Section 211-f, however, requires a proportionate increase in pay for increased work, which, presumably, would be a portion of 1/200 of their salary, their daily rate of pay, depending on how much of their day is increased. It is not clear, therefore, what the Commissioner is ordering regarding this compensation. Further, hourly rates of pay under the CBA only governs where voluntary assignments for teachers are involved, something the Commissioner does not address when she mixes these concepts up in her decision. (Rumore Aff. ¶51).

101. The Commissioner's decision permits the Superintendent to involuntarily transfer anyone out of a school, at any time. The affected person is supposed to go on a transfer list. (Exhibit "A", pp. 57-59). As alleged above, there is no transfer list during the school year. Further, vacancies generally are not available during the school year. This leaves uncertain as to whether the involuntarily transferred teacher will be actually employed or paid.

No Alternatives Offered or Discussed

102. As set forth above, there is a great deal of poverty in Buffalo. Poverty has a direct affect on learning. But the District has failed or refused to discuss changes that would effectively

deal with this issue, such as expanded social services for at-risk students, more extensive family support, better parent and community liaisons, intensive math and literacy interventions, smaller class sizes and so forth. (Rumore Aff. ¶56). Further, the Commissioner has also made her decisions for schools designated as persistently struggling based upon State standardized tests that the December 10, 2015 New York Common Core Task Force Final Report to the Governor (Reilly Aff., Exhibit "H") found so unreliable that a moratorium on their use to evaluate teachers and students was recommended by the Task Force and approved by the New York State Board of Regents "until the transition to a new system is complete" (Reilly Aff., Exhibit "H", p. 36). Commissioner Elia was a member of the Task Force that issued said report and recommendation.

103. For the reasons set forth above, the BTF brings this Article 78 proceeding and declaratory judgment action. The BTF is entitled to an order and judgment pursuant to Article 78 of the CPLR because the Commissioner's November 8, 2015 decision and order was arbitrary and capricious, was affected by errors of law, violated lawful procedures, and was *ultra vires,* given that it exceeded her jurisdiction.

FIRST CAUSE OF ACTION

104. The Commissioner's decision and order exceeded her authority because it applied to schools outside her jurisdiction, schools other than "persistently struggling" schools covered by section 211-f. By its terms, section 211-f purportedly grants the Commissioner authority to re-write collective bargaining agreements, but only for schools in receivership status.

105. The Commissioner's decision and order by necessity affected schools and teachers at schools other than the persistently struggling schools described in section 211-f(8)(a), schools outside her jurisdiction.

106. In this regard, the Superintendent herself makes the following comment in her decision and order: "While the receiver has the powers and authority specified in Education Law §211-f over schools in receivership status, the superintendent receivers's proposal as written would permit the receiver to impact staffing decisions at other schools in a school district, thereby exceeding the powers and authority enumerated in the statute." (Exhibit "A", pp. 56-57).

107. After making that observation, however, the Commissioner directed four contract revisions involving the District's transfer system that will necessarily affect staffing decisions at the District at schools that are not in receivership status.

108. The transfer system works on a District-wide basis. *See* Paragraphs 87-96. Granting the Superintendent the authority to change transfer rights at persistently struggling schools, this will necessarily affect the teachers throughout the system because Buffalo has a District-wide system. An involuntarily transfer will cause a cascading effect on teacher rights throughout the various lists and the various schools. Staffing at all the schools necessarily will be affected.

109. The Commissioner exceeded her authority by changing the contract rights for teachers and personnel at non-receivership schools. Her decision was *ultra vires*.

SECOND CAUSE OF ACTION

110. The Commissioner arbitrarily and in violation of law refused to consider whether the Superintendent bargained in good faith.

111. Section 211-f specifically requires that bargaining "be conducted between the receiver and the collective bargaining unit in good faith." (Education Law §211-f(8)(b)).

112. In its submittal to the Commissioner BTF alleged the Superintendent did not bargain in good faith.

113. The Commissioner, however, refused to consider in any respect whether the Superintendent had not negotiated in good faith, referring such issues to the Public Employment Relations Board ("PERB"). (Exhibit "A", pp.17-18).

114. PERB, however, determines improper practice charges between a public employer and union. Here, however, the *Commissioner* has imposed new contract terms upon the BTF and its members. PERB does not have jurisdiction over the Commissioner, because, in the context of section 211-f, the Commissioner is not a public employer.

115. Therefore, even if PERB were to determine that the Superintendent bargained in bad faith, it would appear that PERB could not set aside the receivership agreement imposed by the Commissioner. BTF thus has no effective remedy.

116. The Commissioner's refusal to consider the issue of good faith bargaining right thus has the practical effect of writing the requirement of good faith bargaining out of the statute.

117. Accordingly, the Commissioner has proceeded in excess of her authority and jurisdiction, acted arbitrarily and capriciously, and otherwise acted improperly and unlawfully.

THIRD CAUSE OF ACTION

118. The Commissioner arbitrarily and in violation of law considered the Superintendent's submission even though it did not comply with the applicable law or regulations.

119. The Commissioner ignored the requirement that the Superintendent explain why the particular contract changes were necessary to obtain greater student success. (Exhibit "A", p. 22).

120. The Commissioner also overlooked that the Superintendent did not state how his proposals comport with collective bargaining principles. (Exhibit "A", p. 22).

121. Similarly, under 211-f(8) a receivership agreement applies to a particular school, taking into account the unique needs of that school, its students, and the larger community.

122. Here, the proposals made by the Superintendent and the resulting decision made by the Commissioner applies to all of the District's persistently struggling schools without distinction.

FOURTH CAUSE OF ACTION

123. The Commissioner arbitrarily refused to consider the BTF's proposal regarding class size, even though section 211-f expressly identifies class size as one of the five subjects for bargaining.

124. The Commissioner refused to consider the BTF counter-proposals purportedly because the District did not raise them, although they were of course nonetheless unresolved issues that she was to resolve. (Exhibit "A", p.16).

FIFTH CAUSE OF ACTION

125. The Commissioner arbitrarily refused to consider BTF proposals that she deemed untimely pursuant to a time frame she determined that was not evident or even knowable to the BTF prior to reading the Commissioner's decision and order.

126. The time frame for negotiations changed with each new set of emergency regulations - three sets in all.

127. In her decision and order, the Commissioner found that the 30-day period for negotiations began on September 25, 2015, notwithstanding the Superintendent's earlier August 27, 2015 initial request and notwithstanding her later amendments to the emergency regulations which, of course, would apply prospectively.

128. It was not at all evident and, in fact, it could not have been known to the parties prior to the issuance of the November 8, 2015 decision and order that the time for negotiations to commence was on September 25, 2015.

SIXTH CAUSE OF ACTION

129. The Commissioner arbitrarily, and in violation of petitioner's rights, failed to hold an adjudicatory hearing.

130. In order to inform herself of the meaning of the term standard collective bargaining principles, the Commissioner borrowed Taylor Law provisions applicable to interest arbitration, namely Civil Service Law §209 (4)(c)(v). (Exhibit "A", p. 22).

131. But, under the Taylor Law, before those factors can be applied, there must be an arbitration hearing before a panel of arbitrators on all issues.

132. In any event, in a novel proceeding such as the very first such proceeding under 211-f – a proceeding where the facts were very much in dispute – the Commissioner should have held an adjudication hearing

133. Although SAPA might not require a hearing, it certainly allows for a hearing in this regard.

134. Further, as set forth above, by adopting Civil Service Law §209(4)(c)(v), the Commissioner could not pick and choose what parts to apply and what parts not to apply without being wholly arbitrary, and section 209(4) requires a hearing.

135. Further, the Commissioner's failure to hold a hearing was prejudicial, because it caused her decision and order to be based on false assumptions.

136. The Commissioner's decision and order rests on at least two assumptions that have no support in fact or law – assumptions that could have been dispelled had the Commissioner held a hearing.

137. First, the Commissioner assumed that the parties' collective bargaining agreement did not enable the Superintendent to effectively utilize and deploy personnel.

138. Second, the Commissioner assumed that under the parties' existing collective bargaining agreement, assignments are not made to the most qualified teachers.

139. Neither assumption has any support in the record, and petitioner-plaintiff respectfully submits that both are false.

140. All of the teachers at some of the schools at issue are rated effective or highly effective, and, for the rest of the schools, most of the teachers across all tenure areas are rated effective or highly effective.

SEVENTH CAUSE OF ACTION

141. The Commissioner did not make sufficient findings of fact to allow intelligent judicial review.

142. The goal of section 211-f(8) is to maximize the rapid achievement of the students at the persistently struggling schools.

143. The Commissioner, however, gave no explanation, and made no findings of fact, regarding how the terms the Superintendent proposed or the terms that she imposed will maximize the rapid improvement of those students.

144. The Commissioner gave no explanation, and made no findings of fact, as to how her decision was based on "collective bargaining principles."

145. The Commissioner gave no explanation, and made no findings of fact, as to how her decision was made in the best interests of the students.

146. The Commissioner made no findings of fact as to whether the Superintendent bargained in good faith.

147. The Commissioner made no findings of fact as to how the Superintendent's submission purportedly satisfied the elements specified in the law and the regulations for a proper

submission.

148. Overall, the Commissioner's decision and order is not based on findings of fact and lacks explanation, precluding intelligent judicial review.

EIGHTH CAUSE OF ACTION

149. The Commissioner's personal involvement created an appearance of bias and was evidence of actual bias.

150. Prior to the Superintendent making his submittal, the Commissioner made the following comments to the Board:

> I think this community should be very impatient, I think we have to move . . . This is an important opportunity for the Superintendent to take the reigns of this ...You're in a position in specific schools to supercede that and sit down and make the changes that need to be made. If the union doesn't want to do that, after good faith bargaining . . .
>
> We only have 17 school districts in the state that have any schools on the list, and your district is one of only a few that have several schools on the list, so your request *would be fast-tracked into my office and I would review it, talk to you, see what had been done, and make a decision.* (emphasis added).
>
> (Rumore Aff. ¶26 and Exhibit "O").

151. The Commissioner was thereafter personally involved in the selection of the Superintendent, who took office on September 9, 2015, approximately seven weeks before his submittal to the Commissioner in this matter. (Rumore Aff. ¶27 and Exhibit "P").

152. The Commissioner prejudged the case, having been personally involved in the matter.

153. Section 211-f charges the Commissioner with the role of adjudicating and resolving "unresolved issues" after good faith receivership negotiations between a superintendent receiver and a union. (Education Law §211-f(8)(b)).

154. An administrator in an adjudicatory role should not pre-judge a matter that will be before him or her and should not have a personal involvement in the issue so as to avoid any appearance of bias.

155. The Commissioner's personal involvement in this matter, including pushing the Board to hire Dr. Cash as Superintendent and her July 17, 2015 communications with the Board regarding receivership agreements, show that she prejudged the case.

156. Given her comments and involvement, the Commissioner should have recused herself from making this determination and designated an appropriately neutral and uninvolved person to determine the ruling.

157. By ruling on a matter which she had pre-judged and was personally involved, the Commissioner created the appearance of bias and showed actual bias.

NINTH CAUSE OF ACTION

158. The Commissioner refused to consider reasonable alternatives to her unreasonable order.

159. The Commissioner did not order the Superintendent to convert the schools to community schools.

160. The Commissioner did not order the Superintendent to offer the students at the schools an expanded platform of services.

161. The Commissioner did not order additional funding for the District.

TENTH CAUSE OF ACTION

162. The Commissioner's decision and order overall was unworkable in the context of the affected schools, the existing contract, and the applicable law.

163. Among other things, the Commissioner's decision allows the Superintendent to

extend the school day (Exhibit "A", p. 59) but instructional time is unchanged, leaving unanswered the question of what the District is going to be doing with the students with the extra time.

164. The Commissioner directed that vacancies in summer school, after school, recreational, part-time, must first be filled with someone off the PEL, although these positions (coaches, summer school, part-time) actually do not have PELs. (Rumore Aff. ¶50).

165. The Commissioner directed increased pay for certain increased work by referring to both an hourly rate in the contract, which is strictly for work specified as voluntary, and a proportionate increase, presumably a portion of 1/200 of salary (the daily rate of pay), leaving the actual pay directed unclear.

166. For the reasons set forth in the following causes of action, the BTF is entitled to declaratory relief. Those causes of action, however, also allege errors of law and violations of lawful procedure, further supporting the BTF's claim for Article 78 relief.

ELEVENTH CAUSE OF ACTION

167. Article I, §10 of the United States Constitution prohibits the states from passing any law "impairing the obligations of contracts."

168. Under the Contracts Clause, the Legislature cannot substantially impair the parties' collective bargaining agreement or delegate to the Commissioner the power to substantially impair the parties' collective bargaining agreement.

169. Section 211-f(8) of the Education Law both on its face and as applied by the Commissioner is a substantial impairment of the BTF collective bargaining agreement, and the Court should issue a declaratory judgment pursuant to section 3001 of the CPLR and sections 1983 and 1988 of title 42 of the United States Code declaring section 211-f(8) to be unconstitutional under the Contracts Clause of the United States Constitution.

170. The collective bargaining agreement between BTF and the District is a contract.

171. The requirement of section 211-f that BTF renegotiate its pre-existing collective bargaining agreement with the District was a substantial impairment of the collective bargaining agreement.

172. That impairment of the contractual relationship was substantial because the parties' reasonable expectations under the contract have been disrupted. The impairments go to the heart of the contract, significantly alter the duties of the parties under the contract, and affect terms upon which the parties reasonably relied.

173. The impairments, among other things, entirely eviscerate the voluntary and involuntary transfer provisions of the agreement, changes the starting and ending times of the work day and increase the work day and work load.

174. The impairments do not serve a demonstrated legitimate public purpose, such as remedying a general social or economic problem. While maximizing rapid student achievement may be a legitimate public purpose, the particular impairments at issue in this action have not been supported by any factual basis or rationale as to how or even whether they would maximize rapid student achievement.

175. Additionally, the means chosen to accomplish the public purpose in this matter were not reasonable and necessary. The Commissioner unlawfully failed to consider alternative means, such as BTF's most recent proposals, and, in fact, interpreted 211-f as to preclude her from considering such reasonable alternatives.

176. Surely, having the approximately $100 million (over $1 billion since the 2007-2008 school year) owed to the District would do more for maximizing "rapid student achievement" than depriving bargaining unit members of their collectively bargained contractual rights. (*See* Applebee

Aff. ¶27). Nonetheless, rather than seeking to secure additional funding for the District, the Commissioner suggested to the District that it propose to re-write the collective bargaining agreement it has with BTF. Additional funding or restoring funding owed and providing additional services to students are reasonable alternatives to what the Commissioner decided and ordered.

177. Likewise, ordering the schools converted to community schools would have been a reasonable alternative.

178. And, ordering that the District offer an expanded platform of services to the students in need would have been a reasonable alternative.

179. Thus, while acting under color of state law, namely Section 211-f, Respondents deprived BTF and its members of their Constitutional rights under the Contracts Clause, entitling BTF to relief under 42 U.S.C. §§1983 and 1988.

TWELFTH CAUSE OF ACTION

180. Section 211-f both on its face and as applied violates the Due Process Clause of the United States Constitution with respect to BTF.

181. The BTF has a property interest in its collective bargaining agreement, a contract.

182. That agreement included terms specifying the right to appointment to certain vacant positions.

183. That agreement included terms specifying the right to transfer between positions.

184. Section 211-f both on its face and as applied forced the BTF to reopen that agreement and renegotiate that agreement or have the Commissioner impose a new agreement on it – something the Commissioner, in fact, did in this case, acting under color of State law, namely section 211-f.

185. Neither the State nor the Commissioner afforded the BTF an adequate due process hearing prior to depriving it of its constitutionally protected property rights.

186. The pre-deprivation notice was not adequate.

187. The Superintendent's submission lacked any explanation – so much so, that it failed to include the elements necessary for a proper submission; and the BTF objected to that lack of explanation in its responsive submission since it was precluded from addressing any such explanation; but, without pre-deprivation notice to the BTF that she was going to accept the submission without the required explanation, the Commissioner decided the matter.

188. Likewise, the BTF had no pre-deprivation opportunity to explain why the terms the Commissioner imposed were unworkable.

189. The BTF had no pre-deprivation notice that its proposals were not going to be considered by the Commissioner if the Superintendent chose not to bargain the subject – which turned out to be the case with class size, a subject expressly identified by 211-f as a subject of bargaining.

190. The BTF had no pre-deprivation notice that its proposals were not going to be considered because, according to the Commissioner, they were not timely proposed. And, the BTF could not have known the time frame the Commissioner was going to use, prior to reading her decision.

191. Prior to the decision, the BTF did not know what proposals were going to be considered, what the explanations for those proposals were, or what standards the Commissioner was going to apply.

192. Without such notice, the BTF had no meaningful opportunity to be heard.

193. All BTF could do was make a written submission in response to the bare bones submission made by the Superintendent.

194. The Commissioner did not hold an adjudicatory hearing.

THIRTEENTH CAUSE OF ACTION

195. For the same reasons, Section 211-f both on its face and as applied violates the Due Process Clause of the New York Constitution.

WHEREFORE, BTF respectfully requests an order and judgment:

1. Vacating and annulling the Commissioner's November 8, 2015 decision and order;

2. Enjoining the implementation of the Commissioner's November 8, 2015 decision and order;

3. Declaring section 211-f of the Education Law to be unconstitutional on its face and as applied;

4. Enjoining the implementation and application of Section 211-f of the Education Law;

5. Converting, if necessary, the article 78 proceeding to an action;

6. Severing, if necessary, the constitutional claims from the Article 78 claims for discovery and trial;

7. Ordering, generally, pursuant to CPLR §408 and 7804 (g), discovery and a trial on any questions of fact and ordering, in particular, discovery regarding the communications between the District and the Superintendent, on the one hand, and the Commissioner and SED, on the other hand, between April, 2015 and November 8, 2015;

8. Awarding attorney's fees, expenses and costs pursuant to 42 U.S.C. §1988; and

9. Granting such other, further and different relief the court deems appropriate, lawful and equitable as well as just and proper.

Dated: February 4, 2016

Respectfully submitted,
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By: _____
Robert T. Reilly
Of Counsel

123171/CWA1141

STATE OF NEW YORK
SUPREME COURT COUNTY OF ALBANY

BUFFALO TEACHERS FEDERATION, INC.,

Petitioner-Plaintiff,

For an Order and Judgment Pursuant to
CPLR Article 78

VERIFICATION

-against-

MARYELLEN ELIA as Commissioner of the New York State Education Department, the NEW YORK STATE EDUCATION DEPARTMENT, the STATE OF NEW YORK, DR. KRINER CASH, as the Superintendent of the Buffalo Public Schools, the BOARD OF EDUCATION OF THE BUFFALO PUBLIC SCHOOLS, and the BUFFALO PUBLIC SCHOOLS, also known as the BUFFALO CITY SCHOOL DISTRICT,

Respondents-Defendants.

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

PHILIP RUMORE, being duly sworn, deposes and says that he is the President of the Buffalo Teachers Federation, Inc., the plaintiff-petitioner in the above proceeding, that deponent has read the foregoing Summons/Notice of Petition and Complaint/Petition and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

PHILIP RUMORE

Sworn to before me this
1st day of February 2016

Notary Public - State of New York

TIMOTHY CONNICK
Notary Public, State of New York
Qualified in Erie County
No. 02CO4777589
Commission Expires October 1, 2018